



IT MASTER AGREEMENT

ADVANTAGE CONTRACT #: MA 18P 250717*0023	ITP#:255179
COMMODITY/SERVICE DESCRIPTION: Avaya Telephony Maintenance and Support	
START DATE: 11/1/2025	END DATE: 10/31/2027

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services/ MainelT		
ADDRESS: 51 Commerce Dr., 4 th floor		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0145
PROVIDER		
PROVIDER NAME: NWN Carousel		
ADDRESS: 659 South County Trail		
CITY: Exeter	STATE: RI	ZIP CODE: 02822
PROVIDER'S VENDOR CUSTOMER #: VS0000008202		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Brian K Oliver 8/25/2025
 BY: **Brian Oliver, Deputy Director** Date

Provider Representative:

Bill Vigue, President 8/25/2025
 BY: **Bill Vigue President** Date

DAFS – Office of Information Technology:

Nicholas Marquis 8/26/2025
 BY: **Nicholas Marquis, CIO** Date

DAFS – Office of State Procurement Services:

Joseph Zrioka 8/25/2025
 BY: **Joseph Zrioka, IT Procurement Director** Date

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

DEPARTMENT AND PROVIDER POINT OF CONTACT

PROCUREMENT SERVICE MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Tom Paquette	
EMAIL: thomas.paquette@maine.gov	TELEPHONE: 207-624-7890

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Chris Casey		
EMAIL: ccasey@nwncarousel.com	EMAIL: ccasey@nwncarousel.com	
ADDRESS: Virtual Office		
CITY: Cape Elizabeth	STATE: ME	ZIP CODE: 04107

Any changes to the individuals identified above may be changed at any time through written notice by either party.

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications of Work to be Performed
<input checked="" type="checkbox"/>	RIDER B-IT – Payment and Other Provisions
<input checked="" type="checkbox"/>	RIDER H - Identification of Country in Which Contracted Work will be Performed
<input checked="" type="checkbox"/>	ATTACHMENT A - Confidentiality and Non-Disclosure Agreement
<input checked="" type="checkbox"/>	ATTACHMENT B - Business Associate Agreement
<input checked="" type="checkbox"/>	ATTACHMENT C – Job Descriptions

RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED**TABLE OF CONTENTS**

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I. INTRODUCTION/OVERVIEW:

The purpose of this Master Agreement is for NWM Carousel to provide Maintenance, Support, Procurement of Hardware and Software, Training and Professional Services for the State's on-premises Avaya Telephony Systems as well as cloud-based call center platforms as defined in this IT Master Agreement. The Vendor shall provide a fully integrated telephony system with call center functionality to provide reliable communications. This Master Agreement is a result of RFP# 202503037.

II. CONTRACT PERIOD:

Start 11/1/2025 through 1/31/2027.

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.

- ☒ Initial Term
- ☐ First Renewal
- ☐ Second Renewal

III. AUTHORIZED USER:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- ☒ Are NOT permitted to utilize this MA.
- ☐ Are permitted to utilize this MA as written.
- ☐ Are permitted to utilize this MA with the following conditions:

IV. ORDERING PROCEDURES:

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. All DOs must include a quote for the commodities and/or services provided. For a quote that includes implementation services, a project specific Statement of Work may be required to be attached to the Delivery Order (delete if not applicable). DO's over \$10,000 will be emailed to the vendor's email address referenced on the MA as a .pdf file.

Public school systems and/or municipalities will handle their own orders and will be responsible for all payments.

V. SPECIFICATIONS/SCOPE OF WORK:

A. General

1. Provide and maintain a web-based, customer-facing dashboard that provides real time status on all platforms' performance and analytics that will meet OIT Voice Services requirements on:
 - a. Avaya Communications Manager;
 - b. Avaya Experience Portal;
 - c. Avaya Systems Manager;
 - d. Avaya Session Manager;
 - e. Avaya Session Border Controllers;
 - f. Avaya Aura Messaging;
 - g. Avaya Aura Device Services;
 - h. Avaya Call Management System;
 - i. Swampfox Interactive Voice Response;
 - j. First In Line;
 - k. Outbound Campaign Manager;
 - l. Retarus;
 - m. 911 Inform; and
 - n. Calabrio Quality Mgmt.

B. Reports

1. Review State of Maine (SOM) telecommunication architecture and provide a report to include security vulnerabilities while providing recommendations to address critical components within thirty (30) days of signing MA, and annually ongoing.
2. Provide reports on all platforms for utilization based on SOM requirements.
3. Provide, for all major incidents, an After-Action report within twenty-four (24) hours of resolution that includes down time, a root cause analysis identifying the problem, how the

problem became about, how problem was determined and what steps it took to get it resolved to 100% uptime and any further recommendations.

4. Provide on all platforms an annual report of end of life/end of support, product lifecycle/roadmap for - Avaya, Calabrio, Swampfox, Retarus, 911 Inform hardware including CMS or latest releases with recommendations for fixes or upgrades identifying their associated costs.

C. Responsible for the integration with a Hosted Avaya Experience Portal

1. Ensure full integration and trouble resolution with a Hosted Avaya Experience Portal with all other platforms and/or software integration.

D. System Warranty

1. Ensure all hardware will have a minimum of a One (1)-year warranty provided for any purchase once installation occurs.
2. Ensure after the one (1) year warranty, that Provider puts the end of warranty product under maintenance contract.

E. 3rd Party Integrations

1. Avaya and 3rd party integrators' engineers will work on design and the seamless integration of service offering to ensure the technology quoted works as designed to the satisfaction of the SOM.
2. Lead and coordinate all technical requests involving all parties to the point of resolution or closure. Completion of work will occur upon acceptance by the SOM.
3. Coordination of 3rd party integrators will include quote management and tracking, scheduling of required meetings, project management, work completion, license tracking, support, troubleshooting and correct billing from all parties in an acceptable billing format to SOM.

F. Service Level Requirements - Failure/Outage Types and Response Times

1. Catastrophic Failure /Outage (aka Urgent) -means that, because of platform hardware and/or software malfunctions, more than twenty-five percent (25%) of the total extension/stations are inoperable or 25% of any critical platform is inoperable. On-Site Response Requirement: 24x7x365, acknowledge within fifteen (15) mins with two (2) hours' onsite response to Augusta and all other State sites to restore service if requested by the State of Maine.
2. Major Failure/Outage (aka High)-means that, because of platform hardware and/or software malfunctions, more than fifteen percent (15%) of the total extension/stations are inoperable or 15% of any critical platform is inoperable. On-Site Response Requirement: 24x7x365; Acknowledge within fifteen (15) mins with four (4) hour onsite response to Augusta and all other State sites to restore service if requested by the State of Maine.
3. Minor Failure/Outage (aka Medium) - means that, because of platform hardware and/or software malfunctions, more than ten percent (10%) of the total extension/stations are inoperable or 10% of any critical platform is inoperable. On-Site Response Requirement: 24x7x365; Acknowledge within thirty (30) mins with two (2) business days on-site response to Augusta and all other State sites to restore service if requested by the State of Maine.

4. Priority/Public Safety Service outage occurs when an Authorized User reports a service outage and identifies the service as a “health and public safety” issue; the restoration of that service requires top priority.
 - a. Must immediately respond to a Priority/Public Safety Service outage with the most qualified technicians.
 - b. Describe existing policies and procedures for handling the restoration services that are used for public safety.

G. Maintenance and Monitoring of On-Prem and Cloud platforms

1. Provide maintenance on all hardware and software across the telephony platforms and 3rd party integrator products (Avaya, Calabrio, Swampfox, Retarus E-fax, 911 Inform).
2. Maintain all hardware equipment and software maintenance records to current state.
3. Complete yearly audits and provide annual reports for end of life/end of support on hardware and software for all platforms.
4. Provide maintenance, which includes repair, troubleshooting, and problem resolution. All major components (servers, gateways, etc.,) maintenance will be covered 24x7x365.
5. Provide preventative maintenance on equipment in full compliance with the manufacturer's instructions for all equipment installed under this contract. Provide the manufacturer's maintenance schedule for all equipment.
6. Successful/unsuccessful completion of all preventive maintenance will be reported at the bi-weekly account management meetings.
7. All monitored alarms will have remediation strategies in place.
8. Preventive installation of patches, which are not transparent to the user, must be done off-shift time, from 7 P.M. to 6 A.M providing both verbal and written notification no less than 2-1/2 weeks prior to planned event. Must be approved by the SOM prior to completion.
9. Provide on-going maintenance schedule of systems/platforms reviewed quarterly for security patching and upgrades.

H. Backup Responsibilities

1. Perform a weekly backup of all telephony systems, and the back-ups should be stored in two different geographical locations. Verification of successful backup completion must be reported at the bi-weekly account management meetings. Backups must be done between 6 pm and 7 am.

I. Network Operations Center

1. Provide a 24x7x365 Network Operations Center (hereafter NOC) staffed by full-time, knowledgeable technicians. Everyone must have the appropriate skillset, access to relevant systems, an understanding of the design and configuration of the services provided.
2. Provide monitoring of all the SOM platforms 24x7x365 for identification of the overall health of all systems including emergency and non-emergency conditions. All alarms on all systems must be thoroughly checked the moment it occurs, whenever it occurs. All major components (servers, gateways, etc.,) must report to a 24x7x365 alarm monitoring service/NOC capable of notifying of outages on a real time basis.
3. NOC must be in the continental United States.

4. Maintain a NOC that provides sole support, troubleshooting and resolution on all the SOM's Telephony platforms.
5. Historical tickets will be assessable to the State of Maine for the life of the contract.
6. Commit to minimize queue time for access to the support staff (i.e. a maximum hold time of 5 minutes). Dedicated contact information for the State is required.
7. Provide an online trouble reporting system that can be utilized by the State for reporting of all troubles.
8. Provide the State, at minimum, the capability to view, track, edit, and print trouble tickets from creation to completion in a secure environment.
9. Procedures for the online system must incorporate regular status updates on the ticket and a customer callback upon resolution of the problem.
10. Must have checkpoints within processes that only allows the State of Maine authorized contacts to have authorization to report and work through problem resolutions.
11. Provide an online trouble reporting system that can be utilized by the State for reporting routine troubles.
12. Ticket should not be closed until State of Maine Voice Services has verified that the reported problem has been resolved.
13. For all failures/outages (see Service Level Requirements - Outage Types and Response Times), shared (or dedicated) staff available to work with the State's staff to coordinate the repair process.
14. A toll-free telephone number for reporting problems must be provided.
15. Provide an escalation procedure for the Provider's NOC.
16. Provide a shared (or dedicated) contact at the NOC who understands the customer's design and contract considerations and can work effectively with the end sites to resolve issues. Provider's usage of subcontractors will still be held accountable to the SLAs. The Provider's Senior Account Executive will be Point of Contact (POC) Maine resident in the Portland area.. Provide notification by phone within thirty (30) minutes of a major platform(s) outage affecting one or all the State's platforms, followed with a written explanation of the problem, the cause of the problem, the solution to the problem, and estimated time for recovery within one (1) hour of initial communication. Provide a report every hour on the hour if the outage persists.

J. Upgrades

1. Provide expertise and guidance on the modernization of the State of Maine current and future communication platforms. The State of Maine intends to migrate to a SaaS solution in the future. Therefore, the State of Maine does not intend to grow its on-premises device/hardware/appliance footprint.
2. Provide architectural diagrams for all changes to all platforms within thirty (30) days of project completion.

K. Security Requirements

1. The Provider and any 3rd party integrators or subcontractors will conform to IRS, Maine Revenue Services and OIT as well as other agency information disclosure and security requirements and audits/findings.

2. Ensure all cloud applications have and maintain Fedramp certification. Ensure annual verification of Fedramp certifications.
3. For instant remediation patches, Provider will follow the CVSS scoring system and work with the State of Maine as applicable.
4. Provider, subcontractors and all staff involved in contract will undergo fingerprint-based background check performed by the State of Maine State Police. Provider will be required to periodically have background checks in the future. Provider agrees to bear the cost of the background checks including any further requirements within the State of Maine (i.e. security training).
5. SOM will determine how security threats will be addressed, including what information is disclosed publicly.

L. Business Requirements

1. Equipment

- a. Provide, through OIT purchasing processes, all new hardware and software from manufacturer.
- b. Maintain all hardware and software support records to current state.
- c. Have personnel and equipment available when the service order is received from the State's Program Administrator to fulfill requests and respond within fourteen (14) business days.
- d. Label equipment appropriately and inventory equipment at site for confirmation of receipt of all requested items at the request of the SOM.

2. Management

- a. Coordinate senior management team to come on-site to Augusta annually to discuss account, recommended product(s) roadmap, industry direction, new partnerships and new announcements from current providers.

3. Licenses

- a. Annual tracking of license counts for all platform(s). True ups done within thirty (30) days of findings and as changes occur.

4. Processes

- a. All parties involved in this contract will follow the SOM identified processes.
- b. All parties involved in this contract will work directly through OIT Voice Services for agency requests.
- c. SOW, SOS, quotes and invoices will reflect details in layman's language that identifies the work requested in the format required by the SOM Finance and OIT Departments to pay within designated timeframes agreed upon.
- d. Begin dates for any new implementation will be coordinated between Agency, Provider and OIT Voice Services.
- e. Will review current SOM platforms and software when triggered by Agency to determine requirements for both Agency and OIT when looking to augment current systems/platforms.
- f. Identify process when material orders are generated, shipped and materials are received, tracked, invoiced and managed on site.
- g. Will have a method to track and manage licensing.
- h. Will have a method to track and manage product life cycle.

- i. Will work with the OIT Department to develop and implement electronic service order updates, processing and procedures.

5. Billing

- a. The billing cycle for each chargeable event will begin on the first day of each month and end on the last day of each month.
- b. The bill must be received by the fifth day of each month.
- c. Bills submitted to the State of Maine for payment will be paid thirty days (30) after receipt of said bill; however, if payment is not made within thirty days (30) days, the State will not pay any late fees.
- d. Fully disclose any administrative fees and have a maximum rate associated with each fee for the life of the contract. Any fees not disclosed must be removed from any invoices and reissued.
- e. Bill for installation services when installation has been completed and signed off by the logical entity ordering the service. Provider shall not bill for partial or incomplete services.
- f. When an order is placed to cancel or disconnect a service, Provider must stop billing for the service on the customer requested date. If charges continue to be billed, the Provider shall remove all such charges upon the State's request with no time limitation, including penalty plus interest.
- g. Provide a secure transfer method to transmit bill information to the logical entity.
- h. Each State of Maine office (i.e. Executive Branch, Judicial, Legislative, etc.) will have their own billing identifier under their own account number separate from the State of Maine OIT.
- i. Response to disputed charges will occur within five (5) business days. If no response within this time frame, the charge will be dropped from the invoice and not paid.
- j. For all recurring incorrect charges, the State will receive a credit equal to 10% in addition to the incorrect charge. Recurring incorrect charges are defined as charges that were disputed on a given billing cycle and were not corrected by the next month.
- k. All billing will be delivered in electronic format.
- l. Detail the itemized bill with description identifying which are 3rd party integrators, Avaya or VAR charges.
- m. Identify Provider vs 3rd party integrators billing options.
- n. Provide standard length of time for credits to be posted on the exact same invoice where charges occurred.
- o. When the State is billed for services that were not provided, State will withhold payment for those services. Provider will be given up to forty-five (45) days to review the charges, and if legitimate, to re-present them along with an explanation for payment consideration.
- p. Provide dispute process and how those are resolved.
- q. Provide detailed monthly invoicing separated by customer locations, while identifying description items with specifics coming from OIT for required billing:
 - i. Managed Services;
 - ii. Installation charges;
 - iii. Hardware maintenance charges;
 - iv. Software license maintenance;

- v. One-time purchases/service requests;
- vi. Hourly technician charges; and
- vii. Professional Services charges.
- r. Provide a monthly invoice to the State for service orders completed within the approved period. This must be completed in a format outlined by the Contract Administrator/ Finance.
- s. Provide duplicate billing information, upon request, at no cost to an authorized user up to twelve (12) months past the original billing date.
- t. Billing information must be kept in electronic format for up to ten (10) years.
- u. Assign a dedicated financial representative to the State account that will work with the State to resolve billing, payment, and invoice discrepancies within thirty (30) days of written notification.
- v. Coordinate and provide accurate billing of all Avaya, Calabrio, Swampfox, Retarus, 911 Inform software licenses to meet the State of Maine requirements.
- w. Billing and coordination of all hardware and software licenses from all product sets, providing detailed invoices of what charges are being charged and what platforms they support identifying it down to the level needed by the SOM.
- x. Provide firm fixed hourly rates on invoices. No invoice shall be paid unless services or equipment have been received, tested, implemented and accepted by the SOM OIT Voice Services.
- y. Travel time charges will include only one-way from a designated location in Augusta to SOM site on approved T&M services orders.
- z. Based upon technological and business factors, such as changes in business conditions or advancements in technology, may lead to a reduction in the overall numbers of products, services, licenses, or locations. The State of Maine reserves the right to modify these quantities on a monthly basis, including the addition or removal of any items listed (products, licenses, services, or locations), based on such factors.
- aa. In the event that maintenance services are scaled down or removed, no additional costs or penalties will be incurred. Any reductions in hardware or software maintenance should be reflected in the invoices for the following month, with the cost adjustments being applied in the next billing cycle.

6. System Warranty

- a. Warranty products and services will include at least one year period on all hardware. Warranty encompasses correction of defective hardware, software, or services, and revision of the same as necessary, including deficiencies found during quality assurance testing, implementation, or post-implementation.
- b. During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to the State of Maine OIT.
- c. All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful bidding organization using personnel employed by the Provider and at no additional cost to the OIT other than those charges stipulated to maintain the equipment.
- d. The Account Manager and/or Account Team will keep "Sold To" information updated.

M. Enterprise Management Platform

1. Billing

- a. Provide an online service and billing portal. Information must include as a minimum, but is not limited to:
 - i. SOM trouble ticket number;
 - ii. equipment type, site identification;
 - iii. submission date and time;
 - iv. submitter and agency;
 - v. action being undertaken with date and time;
 - vi. sign off by the Authorized User; and
 - vii. resolution with date and time.
- 2. Technical-NOC**
 - a. Provide electronic notification of a problem and the estimated time to resolve it to the SOM agreed upon timeframes.
 - b. Ensure SOM OIT, and others it may designate, will be able to access all trouble tickets (open, closed, pending, etc.) in Provider's portal.
 - c. Provide an on-line, downloadable, on-demand exception report so SOM OIT can track requests for service restoration that have failed to meet the scheduled restoration time and/or SLAs.
- 3. Billing and Technical**
 - a. All invoices and reports shall be available to the State on a customer portal, in a viewable and downloadable format providing details amendable to the SOM.
- 4. Purchases**
 - a. Supply new Avaya products at a consistent discounted rate on the manufacturer government list price for the life of the contract as set forth in the Attachment A: Price List.
 - b. The Customer reserves the right to only use new, not refurbished telephone sets, equipment and to purchase those from a 3rd party if desired.
- 5. Meetings**
 - a. The required Account Team members will meet with the SOM OIT VS bi-weekly or less frequently as the SOM determines. Full account team meetings will occur monthly. Agendas and reports to be presented will be provided to SOM at least two (2) business days prior to each meeting.
 - b. Ad hoc agency meetings to be determine at time of need.
 - c. Executive level annual meetings, the Account Team will be required to meet no less than once yearly.
 - d. Project related meetings as determined by both SOM and Provider's team members will be set when agreed upon by parties involved.
 - e. OIT will determine if meeting will be on-site, remote audio or video bridge and will determine any cancellations.
 - f. Full account team meetings will occur monthly onsite, or video as determined by the SOM to review new requests (agency or OIT Voice Services) to address action items, responsibilities, strategic or planning sessions, ownership and associated timelines.
- 6. Disaster Recovery**
 - a. Maintain a list of equipment in use by location for use in restoration of services in the event of a major catastrophic event. A duplicate copy of the current systems hardware and software list shall be provided to the State on a quarterly basis.

- b. Have spare stock (aka 'crash kit') for all critical system components no more than four (4) hours from Augusta, Maine. The Provider will work with the State during negotiations to establish the level of stock and spare equipment to be maintained. The SOM will provide the storage location for any on-site equipment. This will be provided to the SOM at no extra cost. Will be inventoried and reported annually to the SOM.

N. SUPPORT REQUIREMENTS

1. Support/Maintenance

- a. Will provide a single POC for all maintenance and support on hardware and software across the telephony platforms and 3rd party integrator products (Avaya, Calabrio, Swampfox, Retarus E-fax, 911 Inform).
- b. Support and maintain all hardware equipment and software maintenance records to current state.
- c. Have certified technicians available throughout the State to support all the State of Maine's current and future telephony platforms.
- d. Be able to be on-site for hardware and/or software maintenance/repair needs or if OIT deems it necessary for Provider to be on any site at any given time.

2. Escalation

- a. Avaya-SLED-Diamond Avaya Partner will be utilized as a point of escalation. When an escalation occurs or when an incident or service request cannot be resolved by the first point of contact and requires the engagement of more advanced technical resources to achieve successful resolution. The Provider will utilize an escalation management process which tracks and manages situations that require increased awareness and swift action. The Provider's Service Team will proactively escalate, based on a defined workflow. Although usually unnecessary, the Department may escalate an incident based on Urgency and Impact, on a case-by case basis.
- b. Ensure Professional Services personnel will be available for emergency service or for meeting the SOM OIT or Agency's needs.

3. Account Team

- a. Maintain OIT-approved job descriptions (Attachment C) for each Account Team Member. Job descriptions must include whether Account Team member is dedicated or shared by Provider including the 3rd party integrators personnel. Any changes to the job descriptions must be approved by the Department in writing..
- b. The account team must be made up of the following (at a minimum). For this section: "dedicated" means that the resource only works on the State of Maine account, while "shared" means that the resource works on the State of Maine account but may work on other accounts at the Provider's discretion. All are expected to participate in State's project and/or service meetings as needed. Each Account Team member must have a designated backup. Provider must maintain detailed resume information including name, title, total years of service, years in current position, description of current duties, and information about special training and pertinent certifications for each Account Team Member.

4. VAR & Integrator Levels

- a. Provide proof of partner level for each 3rd party integrator per telephony platform currently in place.

- i. Avaya Communications Manager;
- ii. Avaya Experience Portal;
- iii. Avaya Systems Manager;
- iv. Avaya Session Manager;
- v. Avaya Session Border Controllers;
- vi. Avaya Aura Messaging;
- vii. Avaya Aura Device Services;
- viii. CMS;
- ix. Swampfox Interactive Voice Response;
- x. Nuance;
- xi. First In Line;
- xii. Outbound Campaign Manager;
- xiii. Retarus;
- xiv. 911 Inform; and
- xv. Calabrio Quality Mgmt.

5. Dispatch

- a. Work will be dispatched in New England from the fastest available location. Each Account team member will be located in New England (Maine, NH, Mass, and RI) for the most part, as approved by the Department on a case-by-case basis.
- b. Ensure Account Team members are located within the continental United States to provide support.

6. Training

- a. Provide training opportunities to the SOM, as needed by the Department, for any net new products which will reflect in quote, SOW, proposal and/or budgetary figure for end users and system level administration. Training will show hours of training provided for each level and the cost associated with each level. All training will include documentation for both end-user and system admin levels for each platform.
- b. Owns any training for the dedicated onsite technician to meet SOM requirements and system level knowledge if the State of Maine executes on professional services.
- c. Conduct training within thirty (30) calendar days of contract award, migration to any new systems, or adoption of new technologies.
- d. Provide quotes that identify per application training, the prices to meet the training requirement identified by the SOM OIT Voice Services team.

O. SERVICE REQUIREMENTS

1. Service Orders

- a. The qualified technician(s) will have the service order(s) signed by SOM appointed POC and will return it to OIT Voice Services when each order has been fully completed.
- b. Work will only commence when a Purchase Order Number (PON) work ticket has been issued by SOM OIT Voice Services team. Purchase order numbers will come out of OIT for services unless otherwise delegated.
- c. No work will start until a State of Maine Delivery Order has been issued by Procurement Office.
- d. All MAC service orders will be completed within ten (10) business days.

- e. All equipment orders will be shipped and on SOM site within ten (10) business days of receipt of the order.

2. **Scheduled Maintenance**

- a. Maintenance is defined as work on the platform(s) which is not expected to cause a loss of service to the State of Maine but could create an outage or service degradation.
 - i. Notification of scheduled maintenance must include, at a minimum:
 - 1) Description of the maintenance to be performed (including the reason);
 - 2) Start Date/Time;
 - 3) Duration;
 - 4) Potential Negative Effects (i.e. user outage, etc.);
 - 5) Fall back plan; and
 - 6) Completion of the maintenance and outcome provided to on-call SOM tech via phone call and in writing.
- b. Scheduled maintenance must be performed between 7 pm and 6 am (eastern standard time). The State reserves the right to have "blackout dates" where scheduled maintenance would be prohibited due the potential negative effects on a scheduled event (e.g., Statewide elections, Tax Day, etc.).
- c. All scheduled maintenance requires two and a half (2.5) weeks notification and approval from the SOM VS to move forward.

3. **Emergency Maintenance**

- a. All parties must notify the State prior to any emergency maintenance. The State wants notification at least six (6) hours prior to the maintenance but understands that due to the criticality of the maintenance, this may not be viable. Notifications must be via email and phone call to the State's designated contact. Emergency Maintenance is defined as immediate action needed by the Bidder to repair or remediate degradation of services. Emergency maintenance events will be considered a service outage and thus fall under SLAs.
 - i. Notification of emergency maintenance must include, at a minimum:
 - 1) Description of the maintenance to be performed (including the reason);
 - 2) Start Date/Time;
 - 3) Duration;
 - 4) Potential Negative Effects (i.e. user outage, etc.); and
 - 5) Completion of the maintenance and outcome provided to on-call SOM tech via phone call and in writing.
- b. All emergency maintenance requires immediate notification and approval from the SOM OIT VS to move forward.
- c. The State reserves the right to negotiate the maintenance window for emergency maintenance at critical sites/times.

4. **Installation, Testing, Acceptance**

- a. Will not accept any service orders from any logical entity unless authorized by OIT Voice Services. Under no circumstance should an authorized reseller contact a logical entity eligible to procure services under this agreement until Voice Services has scheduled the business design sessions.
- b. The State of Maine reserves the right to test and observe all functionality of new services before accepting the service.

- c. All purchases and installation will follow all SOM security policies and requirements.
5. **Account Team requirements:**
- a. The partnership between the State and the Provider is linked through the local account team. To ensure a strong partnership and eliminate the chance of misunderstanding the State's goals, all contact with the State's various logical entities must be done through the OIT Voice Services team.
 - b. Account Team Manager – Works closely with the State's Executive Management to establish strategic goals and objectives, serves as an escalation point for unresolved issues, and oversees account management to ensure proper adherence to State policies and regulations. This individual must be designated on the account team and may be located anywhere in the continental United States.
 - c. Account Manager – Responsible for overall account management including account team coordination, acting as primary point of contact between all team members from each organization, responds to information requests regarding State services under contract, coordinates with the service provider's subcontractors or partners to ensure seamless delivery of contracted services, and serves as the corporate liaison for State issues. Oversees the maintenance of the dynamic inventory database of services maintained for the State. Prepares and tracks meeting minutes and agenda, track work requests (open, status, closed) and discuss these items and plan future work with firm timelines of implementation. Schedule regular meetings, no less than monthly with OIT Voice Services (VS) Team. The Account Manager(s) must directly report to the SOM VS Manager. This individual must be dedicated on the account team and may be located anywhere in the continental United States.
 - d. Technical Sales Consultant – Responsible for pre-sales engineering and acting as a customer advocate to continually improve services and performance. This individual must be able to architect solutions and understand the overall architecture between the Provider's solutions and the State of Maine's current platform. Provide superior consultation and documentation in emergent technologies and architectural design and integrate seamlessly into the current platforms at the State's request. This individual must be dedicated on the account team and may be located anywhere in the continental United States.
 - e. Service Manager – Serves as the primary escalation point for service and maintenance issues, communicates with the State regarding routine maintenance that may affect the systems, provides documentation for service and maintenance functions as well as critical or chronic problems in all the current communication platforms, and manages and reports on the contract. This individual must be dedicated on the account team and may be located anywhere in the continental United States.
 - f. The Service Delivery Manager will provide account management (including but not limited to troubleshooting coordination, Provider management meets, tracking of all State of Maine agency requests, overseeing upgrades, etc., to manage operational level needs. This individual must be designated and may be located anywhere in the continental United States.
 - g. Project Manager (As needed) - Provides overall management of implementation or upgrade projects including all platforms including assisting in mass order placement, actively monitor and report on project progress, and provide written documentation of

the project (e.g. meeting agendas, meeting minutes, and project plan, etc.). Coordinates internally with the required groups within the Provider's organization and with the service provider's subcontractors or partners to ensure seamless delivery of contracted services. Coordinates and ensures successful implementation. Escalates, as needed, to expeditiously resolve customer complaints. This individual must be designated on a per project basis and may be located anywhere in the continental United States.

- h. Billing Manager - Responds to billing inquiries and resolves billing disputes. Proactively monitors service provider-billing accuracy. Works with order processing group to minimize billing errors on the front end and attends each monthly meeting. This individual must be designated on the account team and may be located anywhere in the continental United States.
- i. Billing Customer Service Representative – Works at the direction of the billing manager to issue credit and resolve disputes within thirty (30) calendar days. These individuals must be assigned to the State of Maine account and may be located anywhere in the continental United States.
- j. Provide a dedicated account management that provides professionals and managed services, maintenance and support team that is accessible 24x7x365 as needed to the level the SOM requires to function appropriately.

6. Managed Service

- a. Provide managed services for patching and upgrades of the following platforms operating systems (OS):
 - i. Avaya Communications Manager;
 - ii. Avaya Experience Portal;
 - iii. Avaya Systems Manager;
 - iv. Avaya Session Manager;
 - v. Avaya Session Border Controllers;
 - vi. Avaya Aura Messaging;
 - vii. Avaya Aura Device Services;
 - viii. Call Management System;
 - ix. Swampfox Interactive Voice Response;
 - x. Nuance;
 - xi. First In Line;
 - xii. Outbound Campaign Manager;
 - xiii. Retarus;
 - xiv. 911 Inform;
 - xv. Calabrio Quality Mgmt.; and
 - xvi. Dell Servers.
- b. Provide managed services on other required services upon request from the SOM.

7. Service

- a. Provide statewide service on all systems currently in place on all platforms. (Avaya, Calabrio, Swampfox, Retarus, 911 Inform).
- b. As SOM site's change during the contract period, all the corresponding telephony support records including billing will be updated and reported back to OIT VS. Pricing will be adjusted to reflect the change(s) of changes showing no penalties for removal of contracted hardware and services including licenses.

- c. Inform and educate OIT of new industry regulations and what is needed to meet the necessary regulations (state and federal) and their associated timeframes providing solutions to meet these requirements.

8. Professional Services

- a. Provide Professional Service offerings indicating all the cost for the various levels of service offerings along with price points for each service offered.
- b. The State is interested in resources the Provider has that would enhance the State of Maine installed and maintained communications platforms.

VI. PERFORMANCE MEASURES:

A. System/Infrastructure Uptime

1. Ensure $\geq 99.9\%$ uptime.
2. Measure uptime via monitoring tools (e.g. Nagios, Datadog)
3. Goal: Reflects reliability and proactive maintenance

B. Incident Response Time

1. MTTR (Mean Time to Resolve): Establish baseline
2. MTTA (Mean Time to Acknowledge): Establish baseline
3. Goal: Assesses how fast the team detects, responds to, and resolves issues

C. Patch Compliance Rate

1. Ensure: Target: 95–100%
2. Measure definition: % of systems fully patched against the most recent vendor updates.
3. How to Measure: Tools like WSUS, SCCM, ManageEngine, or Tenable

D. EOL Asset Percentage

1. Ensure $< 10\%$
2. Definition: % of infrastructure that is beyond vendor-defined EOL
3. Goal: Tracks aging equipment across environment.

VII. REPORTS:

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Security Vulnerabilities Report	Security Vulnerabilities report that includes recommendations address critical components
2.	Utilization Report	Reports on all platforms for utilization based on SOM requirements
3.	End of life/end Support Report	Annual report of end of life/end of support across all platforms
4.	After-Action report	Report of all major incidents

5.	Performance Measure Report	Reporting on Performance measures listed in part VI. of this Agreement.
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B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: (“ <i>Each year/quarter/month/week</i> ”)	Due Date and/or Frequency: (<i># days after each year/quarter/month/week</i>)
1.	Security Vulnerabilities Report	Point-in-time	Within thirty (30) calendar days of any findings/audits
2.	Utilization Report	Quarterly	Quarterly
3.	End of life/end Support Report	Annually	Annually
4.	After-Action report	Point-in-time	Within twenty-four (24) hours

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section “DEPARTMENT AND PROVIDER POINTS OF CONTACT” of this Contract.

VIII. TECHNICAL REQUIREMENTS:

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

RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS

1. **INVOICES AND PAYMENTS.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract
- B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

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

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

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.
6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

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

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **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.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, or sexual orientation, or gender identity.
- C. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is

furnished with labor for the performance of this Contract, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual, as well as any lawsuit regarding alleged discriminatory practice.
- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. CONFLICT OF INTEREST. The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

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

10. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

11. 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.

12. ACCOUNTING, RECORDS, AND AUDIT.

- A. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Contract, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Contract, and for a period of five (5) years following termination or expiration of the Contract. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the Contract have been resolved.
- B. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Contract for a period of five (5) years from the date of termination of this Contract.
- C. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
- D. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Contract period. During the five-year post-Contract period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
- E. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Contract which have been disallowed in the audit exception.
- F. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
- G. ACCESS TO PUBLIC RECORDS - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information

concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION. The performance of work under this Contract may be terminated by the Department, whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination, a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

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

15. 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.

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 Contract; 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. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract , or which may affect the performance of duties under this Contract , and prompt notice of any claim made against the

Provider by any Subcontractor, which may result in litigation related in any way to this Contract , or which may affect the performance of duties under this Contract .

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

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

A. Minimum Coverage

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

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

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

STATE OF MAINE | IT MASTER AGREEMENT

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

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

- ii. Workers' Compensation and employer's liability, as required by law;
- iii. Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence;
- iv. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- v. Crime, in an amount not less than \$_____ (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
- vi. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

B. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:

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

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient 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 the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision, or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

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

Rider C Exceptions

Rider B-IT Payment and Other Provisions

Rider A Specifications of Work to Be Performed

Rider D Participating Addendum

Rider E Master Agreement with [Lead State]

Rider F Included at Department's Discretion

Rider G Debarment, Performance, and Non-Collusion Certification

Rider H Identification of Country in which contracted work will be performed

ATTACHMENT A: Confidentiality and Non-Disclosure Agreement

ATTACHMENT B: Business Associate Agreement included at Department's Discretion

Other Included at Department's Discretion

ATTACHMENT C: Price Sheet

Notice: No terms on provider's invoices, ordering documents, website, browse-wrap, shrink-wrap, click-wrap, click-through or other non-negotiated terms and conditions provided with any of the contract activities will constitute a part or amendment of this contract or is binding on the State for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the State, even if access to or use of the contract activities requires affirmative acceptance of such terms and conditions.

23. 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, pandemic 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.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract, up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to

an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, 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. 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.

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

29. 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](#)).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

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

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

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

32. INTERPRETATION OF THE CONTRACT.

- A. Reliance on Policy Determinations - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Contract, and the Contract Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Contract, or in any Contract, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.
- B. Titles Not Controlling - Titles of sections and paragraphs used in this Contract are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
- C. No Rule of Construction - This is a negotiated Contract and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

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

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

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

36. LOBBYING.

STATE OF MAINE | IT MASTER AGREEMENT

- A. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any Contract; the making of any grant; the entering into of any cooperative Contract; or the extension, continuation, renewal, amendment, or modification of any Contract, grant, or cooperative Contract. Signing this Contract fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.
- B. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

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

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

37. PROVIDER PERSONNEL.

- A. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Contract. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Contract Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
- B. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Contract. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
- C. During the course of this Contract, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.

- D. In signing this Contract, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Contract, including any Subcontractors, including persons or corporations who have critical influence on or control over this Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.
- E. During the course of this Contract, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Contract.

38. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS.

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

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

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

41. OWNERSHIP.

- A. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Contract are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or

furnished by the Provider under this Contract, or equipment and products purchased pursuant to this Contract. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.

- B. Upon termination of this Contract for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

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

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

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

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

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

- A. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
- B. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
 - i. The Provider has failed to carry out its obligations set forth in this Contract; or
 - ii. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - iii. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
 - iv. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
 - v. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
- C. The Provider is responsible for all fees to be paid to the Escrow Agent.
- D. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

45. PRICE PROTECTION.

- A. The Provider shall ensure that all prices, terms, and warranties included in this Contract are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Contract, the Provider enters into Contract(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.
- B. If Federal funding is used for the acquisition of products and/or services under this Contract, interest cannot be paid under any installment purchase or lease-purchase Contract entered into as a part of this Contract.

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

RIDER G: DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION

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

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

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

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

Name: Bill Vigue	Title:President
Authorized Signature:	Date:

RIDER H: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

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

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

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



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

ATTACHMENT A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP / CONTRACT #:

MA 18P 250717*0023

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

1. Definitions

A. Authorized Person

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

B. Authorized Use

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

C. Confidential Information

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

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

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



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

D. Services

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

E. Vendor

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

2. Duty to Protect Confidential Information; Reporting Requirements

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

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

3. Discovery and Notification of Breach of Confidential Information

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

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



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potential loss of Confidential Information affecting this Agreement.

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

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

4. Written Report

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

5. Notification to individuals.

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

6. Use Restriction

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

7. Security Obligations

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

- A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;
- B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;
- C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;
- D. Vendor shall comply with all applicable OIT policies and procedures including but not limited



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- to those that provide for accessing, protecting, and preserving State assets;
- E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;
- F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;
- G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and
- H. Vendor shall use only those access rights granted by OIT.

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

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

9. Termination

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

10. Compliance

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

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where



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

12. Entire Agreement

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

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

[Name of Vendor]:

Signed by:
 By: Bill Vigue, President
03A6674870C2403...
 Printed: Bill Vigue
 Title: President
 Date: 8/25/2025

State of Maine /Office of Information Technology:

DocuSigned by:
 By: Nathan Willigar
2F03B059A65C496...
 Printed: Nathan Willigar
 Title: Chief Information Security Officer
 Date: 8/26/2025

APPENDIX A TO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

Vendor Signature

Vendor Name

Date

ATTACHMENT B: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made between the State of Maine, (the Covered Entity, hereinafter, the “Department”) and the Provider (“Business Associate”), together (the “Parties”); and

WHEREAS, Business Associate may use, disclose, create, receive, maintain or transmit protected health information in a variety of form or formats, including verbal, paper and electronic (together, “PHI”) on behalf of the Department in connection with Business Associate’s performance of its obligations under the Agreement for which this Business Associate Agreement is a Rider (the “Underlying Agreement”); and

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of Department’s PHI as required by law, including as required under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (HIPAA), and its implementing regulations at 45 CFR Parts 160 and 164 (the Privacy, Security, Breach Notification and Enforcement Rules or “HIPAA Rules”) as updated by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing Regulations (together, the “HIPAA and HITECH Rules”); and

WHEREAS, the Parties agree that certain federal and state laws, rules, regulations and accreditation standards also impose confidentiality restrictions that apply to this business relationship, and may include, but are not limited to: 42 CFR 2 *et. seq*; 5 M.R.S.A. §19203-D; 22 M.R.S.A. §§42, 261, 815, 824, 833, 1494, 1596, 1711-C, 1828, 3173, 3292, 4008, 5328, 7250, 7703, 8754; 10 M.R.S.A 1346 *et. seq*; 34-B M.R.S.A. §1207; 14-193 C.M.R, Ch. 1, Part A, § IX; and applicable accreditation standards of The Joint Commission or other appropriate accreditation body regarding confidentiality.

NOW THEREFORE, the Parties agree as follows:

Specific Definitions for the Purpose of this Agreement:

Breach means the unauthorized acquisition, access, use or disclosure of PHI in any format in a manner not permitted by Subpart E of the HIPAA and HITECH Rules that compromises the security or privacy of such PHI.

Business Associate is a person or entity that creates, receives, maintains or transmits PHI on behalf of, or provides services to, a covered entity, as set forth in the HIPAA Rules and other than in the capacity of a workforce member.

Covered Entity is a 1) health plan, (2) health care clearinghouse, or 3) health care provider who electronically transmits any health information in connection with transactions for which HHS has adopted standards. Generally, these electronic transactions concern billing and payment for services or insurance coverage.

Designated Record Set means the billing and medical records about individuals maintained by or for a covered provider: the enrollment, claims adjudication, payment, case or medical management record systems maintained by or for a health plan; or that are used in whole, or in part, by the covered entity to make decisions about individuals.

Individual means the person who is the subject of the PHI.

Protected Health Information (PHI) means the same as that term is defined under HIPAA at 45 CFR 160.103, namely, individually identifiable health information that is created or received by a health care provider, health plan or health care clearinghouse that relates to a) the past, present, or future physical or mental health or condition of an individual; b) the provision of health care to an individual; or c) the past, present, or future payment for the provision of health care to an individual and d) that is transmitted or maintained in electronic or any other form or medium.

Reproductive Health Care Information means any health care that affects a person's reproductive system, including its functions and processes, including, but not limited to: all supplies, care and services of a medical, behavioral health, mental health, surgical, psychiatric, therapeutic, diagnostic, preventive, rehabilitative or supportive nature, including medication, relating to pregnancy, contraception, assisted reproduction, pregnancy loss management or the termination of a pregnancy in accordance with applicable standards of care as defined by major medical professional organizations and agencies with expertise in the field of reproductive health care.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information [or PHI] or interference with system operation in an information system. For clarity, an attempted Security Incident is one in which there is suspicion or evidence that information or PHI has been accessed, used, disclosed, modified, or destroyed.

Subcontractor means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private, to whom a business associate has delegated a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or

methodology specified by the U.S. Department of Health and Human Services (“HHS”) in its guidance.

General Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA and HITECH Rules: Data Aggregation, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required by Law, and Use.

1. Permitted Uses and Disclosures

- a. Business Associate agrees to use or disclose the PHI authorized by this Agreement only to perform the services of the Underlying Agreement between the Parties, or as required by law.
- b. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, only where a) the use or disclosure does not violate any law governing the protection of the PHI, including, but not limited to, prohibitions under 42 CFR Part 2 (Part 2 Regulations), and b) the disclosures are required by law or c) Business Associate agrees only to disclose the minimum necessary PHI to accomplish the intended purpose and i) obtains reasonable assurances from the person or entity to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity, and ii) the person or entity agree to immediately notify Business Associate of any instances of which it is aware that such PHI has been subject to a Security Incident or Breach.
- c. Business Associate may provide data aggregation services relating to the health care operations of the Department, or de-identify the Department’s PHI, only when such specific services are permissible under the Underlying Agreement or as otherwise preapproved in writing by the Department.

2. Obligations and Activities of the Business Associate

- a. *Compliance.* Business Associate agrees to comply with the HIPAA and HITECH Rules, and other applicable state or federal law, to ensure the protection of the Department’s PHI, and only use and disclose PHI consistent with the Department’s minimum necessary policy and the legal requirements of this Agreement. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA or HITECH Rules or other state or federal law if performed by the Department.
- b. *Safeguards.* In complying with the HIPAA and HITECH Rules, Business Associate agrees to use appropriate administrative, technical and physical safeguards, and comply with any required security or privacy obligations, to protect the confidentiality, integrity and availability of the Department’s PHI.

- c. *Reporting.* Business Associate agrees to report to the Department any unauthorized use or disclosure of the Department's PHI of which it becomes aware, i.e. any use or disclosure not permitted under this Agreement or in violation of any legal requirement, including any Security Incident involving Department PHI. A report will be made to the Department's Director of Healthcare Privacy or her designee within twenty-four (24) hours of when the Business Associate becomes aware of such Security Incident, or if Business Associate becomes aware of such Security Incident after regular business hours, then reporting shall be made on the next business day. In the event that a breach is determined to have occurred under the authority of the Business Associate, Business Associate will cooperate promptly with the Department to provide all specific information required by the Department for mandatory notification purposes.
- d. *Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any third parties, agents or subcontractors (together, "Subcontractors") that use, disclose, create, acquire, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI. Business Associate shall obtain and maintain a written agreement with each Subcontractor that has or will have access, through Business Associate, to the Department's PHI, ensuring that the Subcontractor agrees to be bound to the same restrictions, terms and conditions that apply to Business Associate under this Agreement.
- e. *Mitigation.* The Business Associate shall exhaust, at its sole expense, all reasonable efforts to mitigate any harmful effect known to the Business Associate arising from the use or disclosure of PHI by Business Associate in violation of the terms of this Agreement.
- f. *Accounting of Disclosures.* To the extent required by the terms of this Agreement, Business Associate will maintain and make available the PHI and documentation required to provide an accounting of disclosures as necessary to satisfy the Department's obligations under 45 CFR 164.528.
- g. *Access.* In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate will use commercially reasonable efforts to make PHI available in the format requested, and as necessary to satisfy the Department's obligation under 45 C.F.R. 164.524, within 30 days from the time of request. Business Associate will inform the Department of the individual's request within 5 (five) business days of the request.
- h. *Amendment.* In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate agrees to make any amendment(s) to the PHI as directed or agreed to by the Department, or take other measures as necessary to satisfy the Department's obligations under 45 CFR 164.526, in such time period and in such manner as the Department may direct.

- i. *Restrictions.* Upon notification from the Department, Business Associate shall adhere to any restrictions on the use or disclosure of PHI agreed to by or required of the Department pursuant to 45 CFR 164.522.
- j. *Audit by the Department or the HHS Secretary.* The Business Associate will make its internal practices, books and records relating to the use or disclosure of PHI received from the Department or used, acquired, maintained, created or received by the Business Associate on behalf of the Department, available to either the Department or the HHS Secretary for the purposes of determining the compliance of either the Department or the Business Associate with the Medicaid Act, and the HIPAA and HITECH Rules, or any other federal, state or accreditation requirement. 45 C.F.R. 164.504.
- k. *Reproductive Health Care Disclosure Prohibited:* Business Associate shall not disclose or respond to any request or demand for PHI that is actually or potentially related to reproductive health care where the request or demand is for the purpose of health oversight activities, law enforcement activities, judicial or administrative proceedings, or disclosures to coroners and medical examiners. Business Associate agrees that it will not use, disclose, transmit, or otherwise provide PHI for the purpose(s) of a) identifying an individual, conducting a criminal, civil or administrative investigation about an individual, or imposing criminal, civil or administrative liability upon an individual, for the mere act of seeking, obtaining, providing or facilitating lawful reproductive health care services.

Business Associate will require that any request or demand for PHI under this section be accompanied by a signed and valid attestation ensuring that the PHI sought is not for a prohibited purpose. Any request or demand for such PHI must be forwarded to the Department for review, together with the signed attestation from the requesting party.

- l. *Other Obligations:* To the extent that Business Associate is to carry out one or more of the Department's obligations under the HIPAA and HITECH Rules or other federal or state law, Business Associate agrees to comply with the legal requirements that apply to the Department in performing that obligation;

3. Obligations of the Department

- a. The Department shall notify Business Associate of a) any limitation in any applicable Notice of Privacy Practices that would affect the use or disclosure of PHI by the Business Associate and b) any changes, revocations, restrictions or permissions by an individual to the use and disclosure of his/her PHI to which the Department has agreed, to the extent such restrictions or limitations may affect the performance of Business Associate's services on behalf of the Department.
- b. The Department shall not request that Business Associate use or disclose PHI in any format, and in any manner, that would be prohibited if performed by the Department.

4. Hold Harmless

Business Associate agrees to indemnify and hold harmless the Department, its directors, officers, agents, shareholders, and employees against any and all claims, demands, expenses, liabilities or causes of action that arise from any use or disclosure of PHI not specifically permitted by this Agreement, applicable state or federal laws, licensing, accreditation or other requirements.

5. Term of Agreement

- a. *Term.* This Agreement shall be effective as of the Effective Date and shall terminate at the end of the term of the Underlying Agreement. To the extent that the Underlying Agreement automatically renews, this Agreement shall also automatically renew itself for the same renewal period unless the Department terminates this Agreement for cause as set forth in Section 5(c). Either party may terminate the Agreement consistent with the written notice provision regarding termination in the Underlying Agreement.
- b. *Auto-renewal.* In the event that this Agreement is automatically renewed, the Business Associate agrees to be bound by the terms of this Agreement and laws referenced in this Agreement that are current and in effect at the time of renewal.
- c. *Termination for Cause.* Notwithstanding the foregoing, Business Associate authorizes termination of this Agreement by the Department if the Department determines that Business Associate has violated a material term of the Agreement. The Department shall either, at its sole discretion:
 - i. Provide the Business Associate an opportunity to cure or end the violation within a time frame and upon such conditions as established by the Department; and
 - ii. Immediately terminate this Agreement in the event the Business Associate has either failed to cure in the time frame provided by the Department or if cure is not possible.
- d. *Obligations of the Business Associate upon Termination.* Upon termination of this Agreement for any reason, Business Associate, shall
 - i. Return or destroy all PHI used, created, accessed, acquired, maintained, or received by the Business Associate on behalf of the Department, and retain no copies in any format. Business Associate shall ensure that its Subcontractors do the same.
 - ii. If the Department agrees that Business Associate may destroy all PHI in its possession, Business Associate shall certify such destruction to the Department.
 - iii. If returning or destroying PHI is not feasible, Business Associate agrees to protect the confidentiality of the PHI and retain only that PHI which is necessary for the Business Associate to continue its proper management and administration, or to carry out its legal responsibilities. Business Associate shall not use or disclose the PHI for other than the purpose for which it was retained, and return to the Department, or destroy if approved

by the Department, such PHI when no longer required. Furthermore, Business Associate shall continue to use appropriate safeguards and comply with the HIPAA and HITECH Rules, other applicable state and federal law, with respect to PHI in any format for as long as Business Associate retains the PHI.

- iv. Upon appropriate direction from the Department, Business Associate shall transmit the PHI to another business associate of the Department consistent with all legal and regulatory safeguards delineated in this Agreement.

6. Qualified Service Organization Agreement

To the extent that in performing its services for or on behalf of the Department, Business Associate uses, discloses, maintains or transmits PHI that is protected by the Part 2 Regulations, Business Associate acknowledges that it is a Qualified Service Organization for the purpose of such federal law; acknowledges that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 Regulations; and, if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 Regulations.

7. Survival of Business Associate Obligations

The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement indefinitely.

8. Miscellaneous

- a. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Rules, and/or other applicable laws or requirements. This Agreement may only be amended in writing, signed by authorized representatives of the Parties.
- b. *Injunction.* The Department and Business Associate agree that any violation of the provisions of this Addendum may cause irreparable harm to the Department. Accordingly, in addition to any other remedies available to the Department, Department shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without bond or other security being required and without the necessity of demonstrating actual damages.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to ensure that the Department is in compliance with the HIPAA and HITECH Rules, or other applicable laws or privacy or security requirements.
- d. *Legal References.* A reference in this Agreement to a section in the HIPAA or HITECH Rules or to other federal or state law, means the section as in effect or as amended.

ATTACHMENT C: JOB DESCRIPTIONS

Key NWN Personnel supporting the State of Maine

Senior Account Executive/Named Account Executive

Responsibilities

The Named Account Executive role is responsible for relationship management and selling NWN's key offerings to a specific set of the company's largest existing accounts. The Named Account Executive is chartered to generate increased footprint and share of account spend through the sale of NWN's key offerings within the assigned account(s). The ideal candidate will focus on driving revenue growth by identifying, pursuing, and closing technology sales opportunities within government agencies, educational institutions, and other public sector organizations. This role requires a strong understanding of public sector procurement processes, excellent relationship-building skills, and the ability to navigate complex sales cycles.

This Named Account Executive will be focus on the Florida Panhandle and Tallahassee area.

B. Scope of Role Responsibilities

Essential, key job responsibilities for this role include, but are not limited to:

- Focuses on managing a specific set of accounts, selling NWN's key offerings to existing customers, targeting public sector organizations to achieve revenue targets.
- Meet or exceed the assigned annual quota (typically \$1M+).
- Participate in business development/demand generation activities to support customer growth.
- Follow NWN's core selling models and tools, consistently use techniques and processes learned in our

Force Management training and follow the MEDDIC methodologies for field sales.

- Research accounts to gain an understanding of the business/organization function, their target customers/markets, how they transact business, key decision makers, existing VAR relationships, key financial metrics and the information technology budget.
- Represent NWN in a professional and highly ethical manner at all times.
- Develop relationships with focus manufacturer representatives covering your specific

accounts

- Navigate complex public sector procurement and compliance requirements, ensuring adherence to regulations and guidelines.
- Respond to RFPs (Requests for Proposals), RFQs (Requests for Quotes), and RFI (Requests for Information) with compelling and compliant responses.
- Develop relationships with multiple decision makers and departments within accounts, especially at the C level Suites.
- Gain an understanding of the information technology strategy of assigned accounts, key projects for the current and upcoming years.
- Consistently and effectively, communicate NWN's value proposition to key stakeholders within assigned accounts.
- Introduce NWN content experts (Solution Architects, Offering Leaders, Offering Technical Leads and Executives) to key stakeholders within your assigned accounts. Practice the concept of "none of us is as smart as all of us."
- Understand and stay current with partner registration programs and incentives. Stay informed on public sector trends, technology advancements, and policy changes affecting the market.
- Utilize the company's CRM tool and prospecting tools as directed by sales management.
- Maintain consistent contact with all assigned accounts.
- Work with internal and external resources to develop and sell new our solutions.
- Work with pre-sales to develop proposals and statements of work to sell NWN
- Forecast business regularly and accurately and regular using the company CRM tool.

Additional job responsibilities include, but are not limited to:

- Regular meetings with Offerings teams and assigned customers to promote NWN's solutions and services.
- Attend and facilitate marketing events that are relevant to NWN sales team.
- Attend company-facilitated trainings and business meetings.
- Other responsibilities as assigned.

C. Qualifications

Role Qualifications and Requirements

The following are minimum qualifications and requirements required for this role:

STATE OF MAINE | IT MASTER AGREEMENT

- 4+ years selling technical solutions.
- 4+ years of proven experience with technology solutions sales for the public sector.
- Strong knowledge of public sector procurement processes and regulations.
- Existing network of contacts within government and public sector organizations.
- Experience responding to RFPs and managing public sector contracts.
- Outside sales experience with direct end-user accounts.
- Consistent and documented over-quota performance in a gross margin-driven environment.
- Working knowledge and/or the ability to quickly assimilate and reliably use NWN's core selling models and tools, specifically Salesforce platforms, MEDDICC selling methodology and fundamental skills learned in our Force Management sales process training.
- Possess and demonstrate a "relationship management" mentality.
- Bachelor's degree or equivalent and relevant work experience is required.
- Understanding of key technology offerings.
- Resilient and positive can do attitude.
- Ability to learn and adapt quickly.
- Professional/Personal Skills:
 - Solid communication skills, reasoning ability and people skills.
 - Superb listening skills.
 - Excellent oral and written communications skills, ability to present effectively.
 - Excellent interpersonal and collaboration skills and ability to work in a team environment.
 - Excellent negotiation and conflict resolution skills.
- Understanding and use of solution selling approach.
- Must possess a clean driving record and have access to a personal vehicle or reliable transportation.

Travel: Up to 100% - Travel to client locations, sales training, or business meetings.

D. Senior Solution Architect/Catalog Manager Responsibilities

We are seeking a detail-oriented and technically skilled Catalog Manager with experience in architecting and managing IT services and product catalogs in a system integrator or related field. The successful candidate will require the ability to design and manage an aligned catalog architecture in collaboration with our Offerings, Operations, IT Systems, and Customer Success teams. This role is responsible for ensuring the accuracy, and consistency of catalog our catalog and catalog data across Salesforce, NetSuite, ServiceNow, and other connected platforms. The ideal candidate will combine a strong understanding of IT Services, catalog architecture, data administration, catalog management best practices, and IT integration workflows to drive operational efficiency and support business growth.

This role requires building strong relationships with their cross functional peers and other groups within the company and our partners, to ensure NWN is delivering customers outcome-based services that solve real business problems. This role will participate in business meetings to ensure the solutions are meeting targets for sales and customer expectations. Pipeline, revenue, and cost analysis of the technology services are a requirement for the role.

Essential, key job responsibilities for this role include, but are not limited to:

- Create, update, and maintain product and service catalogs across Salesforce.com, NetSuite, ServiceNow, and related platforms.
- Ensure product information (pricing, descriptions, configurations) is accurate, consistent, and aligned with delivery, marketing, and sales needs.
- Manage the lifecycle of catalog items, including version control, activation/deactivation, and retirement.
- Configure and customize Salesforce.com product catalogs, including Product Rules, Price Books, and CPQ (Configure, Price, Quote) solutions.
- Work closely with Business systems administrators and developers to optimize catalog structures and related workflows in support of our Opportunity to Cash process.
- Support the onboarding of new partners and vendors into our portfolio and catalog and Opportunity to Cash process.
- Develop a catalog automation strategy to ingest 3rd party catalogs from partners, distributors, and suppliers in collaboration with our data management and operations teams.
- Monitor catalog performance and resolve data or functional issues within our systems.
- Collaborate with IT teams to integrate catalog data across ERP systems and eCommerce platforms
- Support the development and maintenance of our CPQ solution including quoting, scope of work automation, and service delivery alignment.
- Support data migration activities, API integrations, and system upgrades affecting catalog management.
- Troubleshoot and escalate system issues that impact catalog functionality or user experience.
- Establish catalog data standards, validation rules, and audit processes to ensure data integrity.
- Perform regular audits and reporting to identify inconsistencies and drive corrective actions.
- Implement automated processes where possible to minimize manual errors.
- Partner with Offerings, Sales, Marketing, Product Management, Pricing, and IT teams to gather requirements and deliver catalog updates in line with business strategies.
- Train and support internal stakeholders on catalog-related processes and Salesforce functionality.
- Act as the point of contact for catalog questions, enhancements, and best practices.
- Develop and deliver reports and dashboards related to catalog usage, sales performance, and inventory metrics.
- Use analytics to identify opportunities for catalog optimization.
- Recommend and implement improvements in catalog management processes, tooling, and technology.
- Perform enablement activities for Product and Offering teams. Assist in sales and engineering enablement activities.
- Maintain fluency in a cross disciplinary stack of IT solutions including networking, carrier services, hybrid cloud, communications, security and adjacent technologies.
- Work with Offering Managers and Product Management to develop and maintain technology product roadmap and strategy.

Additional job responsibilities include, but are not limited to:

- Build strong relationships with NWN Carousel's Offerings Teams, product Management, Sales Enablement, technical architect, and Customer Success service teams.
- On-going self-study to continuously improve skills relative to strategic technology direction and service offerings.
- Other responsibilities as assigned.

E. Qualifications

The following are minimum qualifications and requirements required for this role:

- Bachelor's degree in computer science, Information Systems, or related experience.
- 5+ years of experience in a Product or Catalog management role in a solution provider or similar technology field
- Clear understanding of the Agile framework and it's Product lifecycle Management
- Proficiency in Salesforce.com administration, especially Salesforce CPQ, Sales Cloud, and Service Cloud modules
- Familiarity with ServiceNow, especially the Order Management capabilities
- Experience with Product Catalog, Price Books, and Product Rules within Salesforce.
- Solid understanding of IT systems integration, APIs, and data migration processes.
- Proficiency with data management tools (e.g., Data Loader, Workbench, Excel).
- Knowledge of ERP and eCommerce platforms and how they integrate with CRM systems. Specific experience with NetSuite is a plus.
- Ability to gather, document, and prioritize business and technical requirements.
- Strong analytical skills to interpret data and propose catalog improvements.
- Excellent attention to detail and commitment to data accuracy.
- Strong cross-functional communication and stakeholder management skills.
- Problem-solving mindset and proactive approach to continuous improvement.
- Salesforce Administrator Certification and Salesforce CPQ Specialist Certification preferred
- Strong documentation and technical writing skills
- Fluent with Microsoft Excel, PowerPoint, and Word
- Must possess strong influential leadership skills.
- Must possess excellent time management skills.
- Ability to develop/ deliver management presentations.

Travel: Less than 10% annually.

F. Manager, Revenue Accounting Responsibilities

The Manager – Revenue Accounting will report to the Senior Manager – Revenue Accounting and will have one Staff Accountant direct report and work alongside a Senior Accountant within the Revenue Accounting team. This role supports ongoing improvements and the requirements of the larger company we have become through acquisition and organic growth. The role will assist with the revenue recognition and cost of goods sold cycle. The team will work closely with multiple departments in the organization such as sales, business operations, and treasury operations. A primary goal of the team is to ensure the end-to-end process is as automated as possible.

This position will be a great fit for someone:

- with significant public accounting experience and some hands-on experience in industry.
- interested in being both an in-depth accounting expert for revenue recognition and the application expert in a commercial environment.
- who enjoys working with sales side of organizations to ensure the accounting is correct.

This role will be primarily remote, however travel a few days a month to our headquarters in Exeter, RI is required.

G. Responsibilities

Responsibilities for this role include, but are not limited to:

- Maintaining a deep understanding of the revenue and COGS cycle from sales order through to invoicing.
- Participate in revenue month-end close process: prepare revenue journal entries, analyze COGS, reconciliations.
- Review, analyze, and ensure journal entries have appropriate supporting documentation before approving journal entries.
- P&L ownership from Gross Profit and above: responsible for revenue recognition and COGS analysis and review for specific revenue units.
- Balance sheet reconciliation of deferred revenue, prepaid cost and selected other accounts. Resolve reconciling items in a timely manner.
- Respond to accounting and financial inquiries by researching and interpreting business unit's financial

data.

- Assist in Sales Order quality control and work with Order Management team to ensure accuracy of order processing and to identify revenue risks.
- Making improvements to corporate systems and business processes to increase the automation of revenue and COGS recognition.
- In association with the Assistant Controller ensure new contracts are correctly set up using the correct revenue recognition methodology.
- Assist with external audit and prepare tax schedules.
- Assist with ad hoc reporting requests and other responsibilities as assigned.
- Prepare reporting on customer profitability, including comparison of original deal forecast to actuals.

H. Qualifications

The qualifications and requirements for this role are:

- CPA or equivalent.
- 4 years public accounting experience.
- 2 years supervisory experience.
- Solid understanding of US GAAP accounting practices and principles.
- Significant experience in business process improvement with a focus on deliverables.
- Active Learning. Understanding the implications of new information for both current and future problem- solving and decision-making.
- Critical Thinking. Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.

The following qualifications are ideal, but not required:

- NetSuite, ServiceNow, Salesforce experience.
- 2-5 years' experience in similar role.

I. VP, North Sales

The VP, North Sales is a senior executive responsible for overseeing sales operations, strategy, and team performance within a defined geographic territory, typically for technology products or services. The RVP ensures revenue growth, market expansion, and alignment with overall company objectives.

J. Key Responsibilities

- **Develop and implement a clear sales growth vision and strategy** aligned with company goals.
- **Lead and scale the IT sales organization**, focusing on new business development and key account management.
- **Build, coach, and manage** a high-performing sales team, setting clear performance metrics and compensation plans.
- **Drive the company's go-to-market strategy**, including market positioning, service packaging, and messaging.
- **Identify and pursue high-priority sales targets**, addressing customer needs and market opportunities.
- **Monitor market, customer, and competitor activity** and provide feedback to company leadership.
- **Collaborate with executive leadership** to set company strategy and report on progress.
- **Prepare budgets, revenue forecasts, and commission plans** for the sales organization.
- **Represent the company at industry events, client meetings, and in key negotiations** (travel required, up to 50-75%).
- **Foster a culture of teamwork, enthusiasm, and continuous improvement** within the sales team.

Qualifications

- **Bachelor's degree** in Business, Marketing, IT, or a related field (Master's preferred).
- **10+ years of progressive sales experience** in technology services or IT solutions, with at least 5 years in a senior leadership role.
- Proven track record of **building and leading high-performing sales teams** and delivering against ambitious revenue targets.
- Strong knowledge of **IT products, services, and sales cycles**; experience with Manufacturing or Automotive verticals is a plus.
 - **Excellent strategic planning, communication, and influencing skills.**
- Experience with **CRM systems, sales analytics, and pipeline management tools**.
- Ability to travel extensively as required (50-75%).
- Demonstrated ability to work collaboratively with cross-functional executive teams.

K. Senior Project Manager Responsibilities

The Senior Project Manager is responsible for the managing and implementing of NWN IT based business solutions with quality, within scope and to ensure deliverables are on time and conform to processes and standards meeting customer's requirements.

Essential, key job responsibilities for this role include, but are not limited to:

- Manage a project portfolio including large-scale and/or complex projects while maintaining

80% billable utilization.

- Maintain projects across multiple Services offerings (Network, Collaboration, Video)
- Responsible for driving project and portfolio success: Maintaining high customer satisfaction while keeping projects on schedule and within budget.
- Direct and coordinate all activities of project personnel and shared corporate resources and partner/3rd party resources to ensure projects progress on schedule and within budget.
- Forecast revenue regularly & accurately across all projects within portfolio and mitigate any risks to those commitments throughout the project life cycle.
- NWN's Project Management delivery methodology including but not limited to:
 - **Planning and Scheduling:** Defining project scope, objectives, and deliverables. Creating detailed project plans, including timelines, milestones, and resource allocation.
 - **Budget Management:** Monitoring project budgets, controlling costs, and ensuring the project stays within financial constraints. Lastly, ensuring proper change control when scope or controls merits additional cost coverage
 - **Team Leadership:** Leading project teams, assigning tasks, managing resources, and fostering collaboration among team members.
 - **Risk Management:** Identifying potential project risks, developing mitigation strategies, and handling issues as they arise.
 - **Communication:** Acting as the main point of contact between stakeholders, ensuring clear and effective communication, and providing regular project updates.
 - **Quality Control:** Ensuring that project deliverables meet quality standards and requirements.
 - **Stakeholder Management:** Engaging with stakeholders to understand their needs, managing their expectations, and ensuring their satisfaction.
 - **Monitoring and Reporting:** Tracking project progress, using project management tools to monitor performance, and preparing status reports.
 - **Documentation:** Maintaining comprehensive project documentation, including plans, reports, and records which are accessible to the organization.
 - **Change Management:** Handling changes to the project scope, timeline, or budget and ensuring that changes are communicated and managed effectively.

Additional job responsibilities include, but are not limited to:

- Understand and articulate all NWN service offerings and capabilities.
- Represent NWN with contractors, suppliers, customers, departments, and other parties as required.
- Leading project teams to deliver against scoped deliverables that may include other Project Managers and sub-projects.
- Ability to provide mentoring and/or coaching of Project Managers and Project Coordinators.
- Other responsibilities as assigned.

L. Qualifications

The following are minimum qualifications and requirements required for this role:

- Bachelor's Degree or equivalent work experience.
- PMP Certification.
- Business Analyst type experience candidate with the ability to collect and develop business and technical requirements.
- 8+ years of experience with IT project management experience.
- 8+ years of experience developing project plans including a project plan that includes the

charter, scope, project management approach, management plans, statement of work, cost estimates, schedule.

- 8+ years of experience working with cross-functional teams and staff of all levels.
- Advanced level experience managing project financials including forecasting, 3rd party cost controls, and budget baseline.
- Knowledge of project management best practices (PMBOK traditionally).
- Advanced level experience (reorganizing large or complex projects into master and subprojects, optimizing resource assignments across projects, tracking schedules for completeness and budget on complex, connecting project managers, teams and data across the organization) with management tool, such as MS Project or Excel.
- Working knowledge of ServiceNow Project Management Module (highly desirable)
- Demonstrated ability to manage multiple competing priorities.
- Excellent problem solving and negotiation skills.
- Able to provide their own transportation and travel between offices.
- Exceptional client facing communications and presentation skills.

Travel to client offices as required.

After hour support of scheduled after hours client implementation activities.