

MA 18P 1604250000000000168
MODIFICATION

State of Maine



Master Agreement

Effective Date: 02/01/15

Expiration Date: 06/30/23

Master Agreement Description: Off-site Electronic Media and Transport Services

Buyer Information

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

Joan Bolduc	207-624-9904	ext.	JOAN.BOLDUC@MAINE.GOV
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Requestor Information

Peter Bouchard	207-624-8807	ext.	peter.m.bouchard@maine.gov
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Agreement Reporting Categories

Reason For Modification: Extension until 6/30/2023 with updated pricing in Schedule A.

Authorized Departments

18B BUREAU OF INFORMATION SERVICES

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000213071

Vendor Name

IRON MOUNTAIN INC.

Alias/DBA

Vendor Address Information

1101 ENTERPRISE DRIVE

ROYERSFORD, PA 19468

US

Vendor Contact Information
PRASHANT HIREMATH
816-448-6621 ext.
AREFTREMIT@IRONMOUNTAIN.COM

Commodity Information

Vendor Line #: 1
Vendor Name: IRON MOUNTAIN INC.
Commodity Line #: 1
Commodity Code: 92023
Commodity Description: Off-site Electronic Media and Transport Services
Commodity Specifications: Please see documents attached.
Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	02/01/15	06/30/23
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

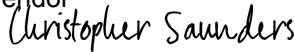
Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 1/17/2023
2A644A5F6891F482
Signature Date

David Morris, Acting Chief Procurement
Officer

DocuSigned by:
Vendor  1/17/2023
0BC1DE6CEC3948A
Signature Date

Christopher Saunders Business Analyst
Print Representative Name and Title

DocuSigned by:
 1/13/2023
052B9AC7F56A489...

Fred Brittain Chief Info. Officer



AMENDMENT

DATE: **1/9/2023**

ADVANTAGE CONTRACT #: MA 18P 160425-168

DEPARTMENT AGREEMENT #: **NA**

AMENDMENT AMOUNT: \$ **\$0 Based on Usage**

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

State of Maine DEPARTMENT

DEPARTMENT: **Administrative and Financial Services**

Address: **51 Commerce Dr., 4th Floor**

City: **Augusta**

State: **ME**

Zip Code: **04333-0145**

PROVIDER

PROVIDER: **Iron Mountain Inc.**

Address: **1101 Enterprise Drive**

City: **Roversford**

State: **PA**

Zip Code: **19468**

Provider's Vendor Customer #: **VC0000213071**

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

**Department of Administrative and Financial
Service, Maine IT**

Iron Mountain Inc

DocuSigned by:

1/13/2023

052B9AC7F56A489...

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

DocuSigned by:

1/17/2023

0BC1DF6CEC9948A...

Signature **Chris Saunders, Operations Supervisor**
Date

Amendment rev. May 2020

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

AMENDMENT

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

☒	Amended Period:	Original Start Date: 2/1/2015 Current End Date: 10/31/2022 Amendment Start Date: 11/1/2022 New End Date: 6/30/2023 Reason: Extending for 9 months
☐	Amended Contract Amount:	Amount of Adjustment: \$ New Contract Amount: \$ Reason:
☒	Amended Scope of Work:	The Scope of work in Rider A is amended as follows: Rider B Rate table update effective as of 11-1-2022, please see attached Schedule A.
☐	Other:	Describe the Changes:

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

CODING

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

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

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

SCHEDULE A: PROGRAM PRICING SCHEDULE



DATA MANAGEMENT SERVICES

This Data Management Services Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Information Management, LLC, (the “Company” or “Iron Mountain”) and State of Maine (the “Customer”).

Please see our Customer Information Center at <https://www.ironmountain.com/support/how-it-works> for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Data Management Services Pricing Schedule supersedes and terminates any prior Data Management Services Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain’s standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

STATE OF MAINE

District Name/Number: Multi-District | Customer IDs: **44027.0PT39V**

Effective Date: December 1, 2022 to June 30, 2023

IRON MOUNTAIN DATA MANAGEMENT



PRICING FOR CORE SERVICES

Standard Storage (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Effective Price	Per
Slotted Media	\$0.210	Slot
Closed Container (Compact)	\$15.16	Container
Closed Container (Small)	\$5.53	Container
Closed Container (Medium)	\$10.05	Container
Closed Container (Large)	\$12.06	Container
Safe Foreversafe TB	\$0.280	Terabyte

Standard Services (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Effective Price	Per
Media Handling-Active (With Elec File)	\$0.510	Item
Handling Minimum Fee	\$33.27	Account ID per Month
Closed Container Handling	\$3.26	Item
Transport Container Handling	\$3.21	Item
Transport Container	\$11.46	Container
Scheduled Service – Monthly (1-2 Trips per month)	\$40.18	Trip
Scheduled Service – Weekly (3-10 Trips per month)	\$40.18	Trip
Scheduled Service – Daily (11 plus Trips per month)	\$40.18	Trip
Labor	\$48.00	Hour

Note: Additional media requests for a scheduled service must be placed on or before 7:00 PM the previous business day. All “add-on” requests received before 7:00 PM the previous business day will be delivered on the next scheduled service.

Premium Storage and Services (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Effective Price	Per
Standard Special Transport (24 hours)*	\$204.66	Trip/Sub-Account
Critical Special Transport (3 hours)*	\$188.62	Trip/Sub-Account
Holiday Charge*	\$151.61	Holiday
Trip Charge - Weekend - Scheduled	\$165.00	Trip
Trip Charge - Weekend - Stop Within Same Location - Scheduled	\$20.00	Trip
Container Locks	\$15.63	Lock
Security Clips	\$3.58	Clip

Other Program Fees (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Effective Price	Per
Administrative Fees	\$50.25	Account ID per Month
Fuel Surcharge	*	Transportation Visit

Note: A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at: <http://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>

Custom Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Slotted Media Storage - Oversized	\$1.82	Slot
Slotted Media Storage - Round Reel	\$1.82	Slot
Closed Container (Extra Large)	\$12.06	Container
Closed Container (Cabinet)	\$180.92	Container
Vaccinated Driver Surcharge	\$7.54	Transportation Visit
Transport Rental	\$1.22	Each per Day
Scheduled Same Building/Same Campus Transport*	\$21.43	Trip
Scheduled Same Place/Same Floor Transport*	\$13.54	Trip
Minimum Monthly Fee	\$262.52	Account ID per Month
Cart	\$125.21	Cart
Transport Cart	\$125.21	Cart
Custom Bar Code Labels	\$1.29	Label

Note: Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at <https://www.ironmountain.com/support/how-it-works>.

Note: These costs are not inclusive of third party transportation which are the responsibility of the Customer or which are billed directly by the Carrier to the Customer.

Note: Third Party Transportation is priced per shipment.

Approved as to Form and Pricing
Content: Iron Mountain Opportunity
Support and Price Desk

SA-104688
Approved Date: 12/12/2022


Created By: Caas
Created Date: 12/13/2022
Customer: State of Maine

AdvantageME Master Agreement No: 150212*/72

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

THIS AGREEMENT, made this 1st day of January, 2015, is by and between the State of Maine, Department of Administrative & Financial Services/OIT, hereinafter called "Department," and Iron Mountain Information Management, LLC, located at 26 A Parkway Dr. Scarborough, ME 04070, telephone number 207-885-0683, hereinafter called "Provider" or "Iron Mountain", for the period of 2/1/2015 to 6/30/2018, with the option for two (2) one year renewals.

The AdvantageME Vendor/Customer number of the Provider is VC1000037721.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B-IT - Payment and Other Provisions
Rider C - Exceptions to Rider B-IT
Rider D - RFP # 201405744, Off-Site Electronic Media Storage and Transport Services
Rider E - STATE OF MAINE REQUEST FOR PROPOSALS AMENDMENT
Rider F - Exhibit 7 Safeguarding Contract Language
Rider G - Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 2 original copies.

DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES/OIT

By:


James R. Smith, Chief Information Officer

and

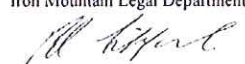
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

By:


Gregg Postage, Vice President, Territory General Manager

Total Agreement Amount: \$ Unencumbered, Based on Usage.

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 9/07) - (Rev Rider B-IT 7/15/09)

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Name: Robert Liljedahl
Customer: State of Maine
Date: January 21, 2015

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Department of Administrative and Financial Services, Office of Information Technology ("Department"), requires regular Off-Site Electronic Media storage and Transport Services as part of its disaster recovery/business continuity process.

This document creates a Master Contract under which Off-Site Electronic Media Storage and Transport Services will be delivered (Hereinafter, the Master Contract is referred to as the "Agreement" or "Contract").

Term:

The initial term of the Contract with Iron Mountain is for the period beginning 02/01/2105 and ending on 6/30/2018, with the option for a maximum of two (2) one year renewals.

Offsite Media Storage Transportation Services:

Iron Mountain will provide a standard, safe transportation and handling capabilities to the State of Maine, Augusta, 45 Commerce or a location designated by the Department. Regular pickup/delivery will occur each business day Monday through Friday, excluding State holidays.

On work days, the Department must be able to request tapes up to 09:50am and receive them on the standard delivery the same day by noon. After 9:50am, tapes are received next working day on the standard delivery.

Iron Mountain will have in place adequate environmental controls for temperature and humidity to protect the electronic media during transport.

Containers with tapes and documents are received and sent at 45 Commerce by authorized staff; Iron Mountain must provide the authentication process.

"Special deliveries" must be available 24/7 and must be delivered to the Augusta 45 Commerce location within 4 hours of the request. These special deliveries are at one fixed price (Rider F) regardless day, time, or number needed.

Transport containers provided, on request, by Iron Mountain which are water retardant or water proof.

A closed in loading dock will be used to protect transported materials from adverse weather.

Iron Mountain will provide lockable, movable security containers (upon request) dedicated exclusively for the collection of the electronic media that is to be stored off-site, at no additional cost to the Department. Containers must have slot(s) for the electronic media and shall remain locked at all times to ensure security during pickup, exchange, and transport. All containers shall be the property of the Iron Mountain and must be maintained by Iron Mountain.

Iron Mountain will except containers provided by the Department for off-site storage at the standard storage fee for similar size containers.

Iron Mountain will provide secure containers (upon request) with combination locks that can be set by the Department dedicated exclusively for the collection of the electronic media at no additional cost to the Department. Containers must have slot(s) for the electronic media and shall remain locked at all times to ensure security during pickup, exchange and transport. All containers shall be the property of Iron Mountain and must be maintained by the Iron Mountain. Lock combination will be established and retained by the Department.

Iron Mountain shall unlock containers, if appropriate, only at their facility when materials are ready to be stored behind two locked barriers.

Offsite Storage Facility and Storage (located at 26a Parkway Drive, Scarborough, Maine):

Storage facility will maintain adequate environmental controls for temperature and humidity to protect all the State's media during storage.

The State of Maine electronic media will be stored behind two locked barriers at all times and there will be active logging of all individuals going into these areas.

Iron Mountain will monitor and routinely test all detection, suppression, and alarm systems of the storage facility [Iron Mountain's records centers meet all requirements of the local Authorities Having Jurisdiction (AHJ) and National Fire Protection Association (NFPA) standards 13, 25 and 72 at the time the facility was built. Iron Mountain complies with all other relevant NFPA standards, as interpreted by the local AHJ at the time the facility was built, including 10 and 101, as required.]

The storage facility will meet standards for smoke detection, sprinkler system, etc. and Iron Mountain will provide a copy of the most recent fire inspection report if requested.

Storage facility must have a monitored security system in place. This system must cover at least all of the outside walls of the storage building. Adequate police and fire protection must also be in place to cover the facility.

Iron Mountain will provide the State a copy of its current disaster preparedness plan and all updated plans.

Iron Mountain will provide documentation of pest control and facility cleaning when requested by the State.

The State of Maine may audit the offsite storage facility on a regular basis and will provide Iron Mountain with a 48 hour notification of such audit.

All containers and/or tapes will be placed on shelving, never on the floor.

Segregate electronic media from other warehouse operations.

Individual tapes will be stored in slots and indexed by the State of Maine bar code. No additional information may be placed on the tape.

Inventory Tracking:

Iron Mountain will use SecureSync® as its secure, encrypted customer portal for Iron Mountain's library management system, which is structured to receive FTP files from the State of Maine. These files will be used to compare and validate inventory integrity and Chain of Custody scan comparisons.

The State of Maine's Data Management solution will be managed through SecureBase, Iron Mountain's internal process management system. State of Maine authorized users will have online access to the system through SecureSync, which provides customer access to information such as their inventory, tape history, discrepancy resolutions, corrective actions, inbound/outbound, etc.

Staffing:

All Iron Mountain staff involved in this contract will sign agreements to keep customer information confidential.

All Iron Mountain staff involved in this contract will take the federal training for handling FTI (federal tax information) data and those who directly handle FTI media will be certified. Iron Mountain drivers will wear standard Iron Mountain uniforms and display picture identification badges when providing services under this contract.

Security:

Iron Mountain is required to conform to Internal Revenue Service, Maine Revenue Service, Office of Information Technology and any other agency information disclosure and security requirements as well as Maine law.

RIDER B-IT**METHOD OF PAYMENT AND OTHER PROVISIONS**

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

Schedule A:**PROGRAM PRICING SCHEDULE****Data Protection and Recovery Services**

This Pricing Schedule is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, LLC, ("Iron Mountain") and State of Maine, ("the Customer").

Please see our Customer Information Center at <http://cic.ironmountain.com/dataprotection/> for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

State of Maine

District Name/Number: Scarborough, ME 44027

Customer No. 44027.0PT39V

Effective Date: February 1, 2015

Backup Tape Vaulting**► TRANSPORTATION SERVICES**

Scheduled Service — Scheduled Pickup/Delivery services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays.

DESCRIPTION	PRICE	PER	CODE
Scheduled Service	\$35.70	Trip	TRANSTR100

Special Service — Pickup/Delivery service initiated to occur within a specific timeframe of request for service from Customer's Authorized Representative. Charges for Special Service are in addition to the Scheduled Service trip charge.

DESCRIPTION	PRICE	PER	CODE
Critical Special (3 hours)	\$156.40	Trip	SPECLEM000

Transportation Services are billed monthly in arrears.

► VAULTING

The service of storing media items at an Iron Mountain facility. See specific container size descriptions in the Cost Estimate.

DESCRIPTION	PRICE	PER	CODE
■ Slotted Media	\$0.175	Slot	VAULTA1000
■ Small Containers	\$3.33	Container	VAULTAR000
■ Medium Containers	\$5.608	Container	CONTRXM000
■ Large Containers	\$8.063	Container	CONTRXT000
■ 4 Draw File Cabinet	\$150.02	Cabinet	CONTRSC000

Storage services are billed monthly in arrears.

► MEDIA MANAGEMENT SERVICES

Services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays.

DESCRIPTION	PRICE	PER	CODE
■ Closed Container Handling	\$2.70	Item	HANDL03000
■ Transport Container Handling	\$2.70	Item	HANDL04000
■ Media Handling	\$0.45	Item	HANDL01000

► OTHER PRODUCTS AND SERVICES

DESCRIPTION	PRICE	PER	CODE
■ Management Services during Business Hours	\$48.00	Hour	LABOR02000
■ Management Services outside Business Hours	\$65.00	Hour	LABOR07000
■ SecureSync Compatible Scanner - Tethered	\$295.00	Each	SCANNER1
■ SecureSync Compatible Scanner - Wireless	\$1,495.00	Each	SCANNER2
■ Data Entry Fee	\$75.00	Month	CODE
■ Container Locks	\$12.00	Lock	MAINTLOCKS
■ Security Clips	\$2.75	Clip	MAINTCLIPS
■ Temporary Transport Container Fee	\$1.00	Each per Day	TRANSRENTL
■ Custom Bar Code Labels		Quote	MAINTLABEL
■ Data Products		Quote	DPQUOTE
■ Disaster Recovery Testing		Quote	DRSVCS
■ Library Moves		Quote	LIBMOVES
■ Plastic Media Destruction		Quote	OTHERDD000

Use of third party carriers for Disaster Recovery Testing and Library Moves require the completion of the Third Party Transportation Authorization Form.

► **OTHER MONTHLY FEES**

DESCRIPTION	PRICE	PER	CODE
☐ Administrative Fee	\$25.12	Acct Number	MAINTADMIN

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at <http://cic.ironmountain.com/dataprotection/additional/>.

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

Upon verification of Invoice, payment will be issued.

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

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

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

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

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

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

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

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

Name: Jeffrey Wm. Cotnoir
Title: Management Analyst I
Address: 51 Commerce Drive, 4th Floor
Telephone: 207-624-9449
E-mail address: jeff.cotnoir@maine.gov

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

Name: Ed Lincoln
Title: Systems Group Manager
Address: 51 Commerce Drive, 4th Floor
Telephone: 207-624-3172
E-mail address: edward.lincoln@maine.gov

5. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.

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

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

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

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

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

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

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

2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.

5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.

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

7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time, or any other basis, during the period of this Agreement, any personnel who are, or have been, at any time during the period of this Agreement, in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time, or any other basis, during the period of this Agreement, any retired employee of the Department, who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement, so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, due to his employment by, or financial interest in, the Provider, or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **NO SOLICITATION** The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a *bona fide* employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **ACCOUNTING, RECORDS, AND AUDIT**

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.

2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.

3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.

4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.

5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.

6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.

7. **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. **TERMINATION** The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

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

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

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

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

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

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

17. **LIMITATION OF LIABILITY** The Provider's liability for damages sustained by the Department as the result of Provider's default or acts or omissions in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be no greater than:

1. Damages for violation or infringement of any copyright or trademark;
2. Damages for bodily injury (including death) to persons, and damages for physical injury to tangible personal property or real property; and
3. The amount of any other actual direct damages up to the greater of \$500,000 or three times the value of the Product or Service that is the subject of the claim, up to a maximum of \$25,000,000. For example, if the Product or Service that is the subject of the claim was valued at \$15,000,000, then the Provider would be liable for no more than \$25,000,000. For purposes of this subsection, the term "Product" would typically include the following, but not be limited to, Materials, Source Code, Machine Code, and Licenses.

Notwithstanding the above, Provider shall not be liable for any indirect or consequential damages.

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

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

20. **INSURANCE REQUIREMENTS** The Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection with, the fulfillment of this Agreement by the Provider, its agents, representatives, employees, or Subcontractors.

1. **Minimum Coverage**

1. Commercial general liability (including products, completed operations, and broad-form contractual): \$1,000,000 per occurrence;
2. Workers' Compensation and employer's liability: as required by law;
3. Professional liability: \$1,000,000; and

4. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence.

2. **Other Provisions** Unless explicitly waived by the Department, the insurance policies should contain, or be endorsed to contain, the following provisions:

1. The Provider's insurance coverage shall be the primary insurance. Any insurance or self- insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.

2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. The Provider shall furnish the Department with certificates of insurance and with those endorsements, if any, effecting coverage required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

4. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason including nonpayment.

21. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

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

23. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B-IT (except for expressed exceptions to Rider B-IT included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

24. FORCE MAJEURE Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

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

26. INTERPRETATION OF THE AGREEMENT

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

2. **Titles Not Controlling** Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.

3. **No Rule of Construction** This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

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

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

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

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

31. LOBBYING

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

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

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

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

32. PROVIDER PERSONNEL

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.

4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

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

34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.

2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

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

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

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

38. **ACCESSIBILITY** All IT products must be accessible to persons with disabilities, and must comply with the State Accessibility Policy and the Americans with Disabilities Act. All IT applications must comply with the Computer Application Program Accessibility Standard (Maine.gov/oit/accessiblesoftware). All IT applications and contents delivered through web browsers must comply with the Website Standards (Maine.Gov/oit/webstandard) and the Website Accessibility Policy (Maine.Gov/oit/accessibleweb).

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

40. **CONFIDENTIALITY**

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.

2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

41. OWNERSHIP

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

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

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

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

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

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

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
 - a. The Provider has failed to carry out its obligations set forth in the this Agreement; or
 - b. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - c. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or

d. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or

e. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.

3. The Provider is responsible for all fees to be paid to the Escrow Agent.

4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

45. THIS ITEM IS INTENTIONALLY LEFT BLANK

46. THIS ITEM IS INTENTIONALLY LEFT BLANK

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

RIDER C
EXCEPTIONS TO RIDER B-IT

1. **Section 16, State Held Harmless.** Section 16 is amended by adding a new sentence at the end to read:

Notwithstanding the foregoing, Provider's liability for Deposits is limited to the Declared Value as set forth in Section 17 as amended.

2. **Section 17, Limitation of Liability.** Section 17 is amended by adding the following: "For the purposes of this Agreement, Department declares the following values for items stored under this Agreement ("Deposits"): (a) for hard-copy records, \$1.00 per carton, linear foot of open-shelf files or other storage pricing unit, and (b) for media, the cost of replacing the physical item (each a "Declared Value")."

Section 17 is further amended by deleting subsection 3 and replacing it with the following:

"The amount of any other actual damages is limited as follows: (i) with respect to Deposits and related data, Provider's liability is limited to the Declared Value; and (ii) with respect to non-storage services and electronic storage services and data related to each, Provider's liability is limited to six (6) months of fees paid by Department for the particular service that gave rise to the claim. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any claim related to the Deposits while in the custody of the carrier."

3. **Section 32, Provider Personnel.** Section 32 is amended by deleting subsection 1.

Section 32 is further amended by adding at the end of subsection 5 the following:

"The parties agree that background checks will be conducted by Provider in accordance with its background investigation policy, which policy Provider shall provide to the Department upon request."

4. **Section 33, State Property.** Section 33 is amended by adding at the end the following:

"Provider's reimbursement obligation with respect to Deposits shall be limited to the Declared Value set forth in Section 17."

5. **Section 37, Cover.** Section 37 is deleted in its entirety.

6. **Rider B-IT** is amended by adding new sections 48, 49, 50, 51, 52 and 53 to read as follows:

48. Operational Procedures. Department shall comply with Provider's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup volumes, preparation for pickup, security, access and similar matters.

49. Ownership Warranty. Department warrants that it is the owner or legal custodian of the stored materials and has full authority to store the materials and direct their disposition in accordance with the terms of this Agreement.

50. Government Orders. Provider is authorized to comply with any subpoena or similar order related to the Deposits, provided that Provider notifies Department promptly upon receipt thereof, unless such notice is prohibited by law.

51. Purchase Orders. In the event that Department issues a purchase order to Provider covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Provider.”

52. Performance of Service by Provider Affiliates. Notwithstanding anything to the contrary in this Agreement, Provider may delegate, assign or subcontract any or all of its obligations under this Agreement to an affiliate of Provider. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with Provider. Provider acknowledges that it shall remain directly liable to the Department for the performance of such delegated obligations.

53. Audit Rights. Notwithstanding anything to the contrary in this Agreement, unless otherwise required by law, the audit rights of the Department contained within this Agreement are subject to the following conditions: (i) all audits will be at the Department’s expense; (ii) the Department may not view materials or information pertaining to other Provider customers and Provider shall not be required to disclose information related to its proprietary security procedures or environment; (iii) all individuals conducting the audit must sign Provider’s standard confidentiality agreement and comply with Provider’s safety and security policies at all times while on Provider’s premises.

RIDER D

Not Required: For use at Department's Discretion

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STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
Office of Information Technology

RFP# 201405744

Off-Site Electronic Media Storage and Transport Services

RFP Coordinator: Jeff Cotnoir
51 Commerce Drive
SHS #145
Augusta ME 04333-0145

Tel: (207) 624-9449 e-mail: Jeff.Cotnoir@maine.gov

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

Deadline for Submitted Questions: May 16th, 2014, 5:00 p.m. local time

Proposals Due: June 4th, 2014, not later than 2:00 p.m. local time

Submit to:

Division of Purchases
Burton M. Cross Building, 111 Sewall Street, 4th Floor
9 State House Station, Augusta ME 04333-0009

TABLE OF CONTENTS

Public Notice	26
PART I INTRODUCTION.....	27
A. Purpose and Background.....	27
B. General Provisions	27
C. Eligibility to Submit Bids.....	28
D. Contract Term	28
E. Number of Awards	28
PART II SCOPE OF SERVICES	29
PART III KEY RFP EVENTS	32
A. Timeline of Key RFP Events	32
B. Questions.....	32
C. Submitting the Proposal	33
PART IV PROPOSAL SUBMISSION REQUIREMENTS	34
A. Proposal Format	34
B. Proposal Contents.....	35
Section I Transmittal Letter	35
Section II Executive Summary.....	36
Section III Vendor Qualifications	36
Section IV Service Approach	38
Section V Cost Proposal	40
Section VI Economic Impact within the State of Maine	40
PART V PROPOSAL EVALUATION AND SELECTION.....	42
A. Evaluation Process - General Information	42
B. Scoring Weights and Process	42
C. Selection and Award	43
D. Appeal of Contract Awards.....	44
PART VI CONTRACT ADMINISTRATION AND CONDITIONS	45
A. Contract Document	45
B. Standard State Agreement Provisions	46
PART VII APPENDICES	47
Appendix A – Proposal Cover Page	47
Appendix B – Cost Proposal Form	49

Public Notice

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

**Public Notice for RFP# 201405744
Off-Site Electronic Media Storage and Transport Services**

The State of Maine Department of Administrative and Financial Services, Office of Information Technology, has a requirement for Off-Site Electronic Media Storage and Transport Services. In accordance with State procurement practices, the Department is hereby announcing the publication of a Request for Proposals (RFP) # 201405744 for the purchase of the aforementioned goods and services.

A copy of the RFP can be obtained at the OIT Website <http://www.maine.gov/oit/vendor/index.shtml> or by contacting the Department's RFP Coordinator for this project: Jeff Cotnoir, 145 State House Station, Augusta, ME, 04333-0145; or by email at Jeff.Cotnoir@maine.gov. The Department encourages all interested vendors to obtain a copy of the RFP and submit a competitive proposal.

Proposals must be submitted to the State of Maine Division of Purchases, located at the Burton M. Cross Office Building, 111 Sewall Street, 4th Floor, 9 State House Station, Augusta, Maine, 04333-0009. Proposals must be submitted by 2:00 pm, local time, on June, 4th, 2014 when they will be opened at the Division of Purchases' aforementioned address. Proposals not received at the Division of Purchases' aforementioned address by the aforementioned deadline will not be considered for contract award.

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STATE OF MAINE
Department of Administrative and Financial Services
RFP# 201405744
Off-Site Electronic Media Storage and Transport Services

PART I INTRODUCTION

A. Purpose and Background

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

B. General Provisions

1. Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements and Evaluation" section of this RFP.
3. Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder's experience and capabilities. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.

AGREEMENT TO PURCHASE SERVICES
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4. The RFP and the selected Bidder's proposal, including all appendices or attachments, will be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) 1 M.R.S. §§ 401 et seq.; 5 M.R.S. § 1825-B (6).
6. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
7. The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to this Request for Proposals.

D. Contract Term

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

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two (2) subsequent renewal periods of one year each, subject to continued availability of funding and satisfactory performance.

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

Period	Start Date	End Date
Initial Period of Performance	10/01/2014	06/30/2018
Renewal Period #1	07/01/2018	06/30/2019
Renewal Period #2	07/01/2019	06/30/2020

E. Number of Awards

The Department anticipates making one award as a result of this RFP process.

AGREEMENT TO PURCHASE SERVICES
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PART II SCOPE OF SERVICES

The State of Maine is seeking a qualified vendor to provide Off-Site Electronic Media Storage and Transport Services that meet the requirements stated in the chart below. Bidder's proposals **must** indicate all requirements were evaluated by responding in the column titled "Compliance (Y/M/N)" as follows.

1. **Yes** (Abbreviated with the letter "Y"): "Y" is defined as the proposed solution complies with all aspects of the requirement, as written, and is currently a standard feature in place. In the event the response is "Y", the Bidder does not have to provide comments in the box, but may do so if they wish.
Bidders must meet all Mandatory Requirements to be considered for award (indicated in the chart below with a "X" in the "Mandatory Requirement" column).
2. **Yes with Modifications** (Abbreviated with the letter "M"): "M" is defined as the proposed solution does not comply with all aspects of the requirement, as written, but the Bidder agrees to modify the solution by adding additional resources, configure current resources, and/or perform custom work which will result in the solution reaching full compliance by contract date. In the event the response is "M", the Bidder must describe, in the comments column, the proposed modification(s), how the modification(s) will satisfy the requirement, and when they will be completed.
3. **No** (Abbreviated with the letter "N"): "N" is defined as the Bidder's proposed solution does not comply with all aspects of the requirement, as written, and the Bidder will not modify their solution to achieve full compliance with the requirement. If a Bidder is unable to meet all aspects of the requirement, as written, they must indicate "N". In the event the response is "N", the Bidder must describe, in the comments column, how not achieving this requirement will be mitigated in the Solution.

Bidder's comments, in the "Comment" column, are to be brief and relevant.

#	Mandatory Requirement	Requirement	Compliance (Y/M/N)	Comments
1		Section 1. – Transportation		
1.A	X	Bidder to provide a standard, safe transportation and handling capabilities to the State of Maine, Augusta, 45 Commerce location or a location designated by the Department. Regular pickup/delivery will occur each business day Monday through Friday, excluding State holidays.		
1.B	X	On work days the Department must be able to request tapes up to 09:50am and receive them on the standard delivery the same day by noon. After 9:50am tapes are received next working day on the standard delivery.		
1.C		Have in place adequate environmental controls for temperature and humidity to protect the electronic media during transport.		

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#	Mandatory Requirement	Requirement	Compliance (Y/M/N)	Comments
1.D	X	Containers with tapes and documents are received and sent at the 45 Commerce location by authorized staff; vendor must provide the authentication process.		
1.E	X	Special deliveries are available 24/7 and must be delivered to the Augusta 45 Commerce location within 4 hours of the request. These special deliveries are at one fixed price regardless day, time, or number needed.		
1.F	X	Transport containers are provided by the bidder and are water retardant or water proof.		
1.G		Bidder has a closed in loading dock to keep materials being transported out of the weather.		
1.H	X	Bidder provides lockable, movable, security containers dedicated exclusively for the collection of the electronic media that is to be stored off-site, at no additional cost to the Department. Containers must have slot(s) for the electronic media and shall remain locked at all times to ensure security during pickup, exchange, and transport. All containers shall be the property of the Bidder and must be maintained by the Bidder.		
1.I		Bidder will except containers provided by the department for offsite storage at the standard storage fee for similar size containers.		
1.J		Bidder provides secure containers with combination locks that can be set by the Department dedicated exclusively for the collection of the electronic media, at no additional cost to the Department. Containers must have slot(s) for the electronic media and shall remain locked at all times to ensure security during pickup, exchange and transport. All containers shall be the property of the Bidder and must be maintained by the Bidder. Lock combination will be established and retained by the Department.		
1.K	X	Bidder shall unlock containers, if appropriate, only at their facility when materials are ready to be stored behind two locked barriers.		
2		Section 2. – Storage Facility and Storage		
2.A	X	Offsite storage facilities are at least 50 miles from Augusta, Maine and within two hours driving time of Augusta, Maine.		
2.B	X	Storage facility has adequate environmental controls for temperature and humidity to protect all the State's media during storage.		
2.C	X	The State of Maine electronic media will be stored behind two locked barriers at all times. There is active logging of all individuals going into these areas.		
2.D		Bidder meets recognized standards for records storage facility design and construction. It is recommended that facilities meet ARMA Records Center Operations Standard, 2008, and the current NFPA Standard 232.		

AGREEMENT TO PURCHASE SERVICES
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#	Mandatory Requirement	Requirement	Compliance (Y/M/N)	Comments
2.E	X	Meet standards for smoke detection, sprinkler system etc. and be able to provide a copy of the most recent fire inspection report if asked.		
2.F	X	Has a monitored security system in place. This system must cover at least all of the outside walls of the storage building. Adequate police and fire protection must also be in place to cover the facility.		
2.G	X	Provide adequate pest control.		
2.H	X	Provide disaster preparedness plan and its frequency of updates.		
2.I		Demonstrate that the facility is routinely cleaned.		
2.J	X	The State of Maine is required to audit the offsite storage facility on a regular basis.		
2.K	X	Place all containers and/or tapes on shelving, never on the floor.		
2.L		Segregate electronic media from other warehouse operations if vendor engages in other types of activities.		
2.M	X	Bidder also is able to store hard copy\paper material or manuals. This may be part of a schedule for returning to the State of Maine.		
2.N	X	Individual tapes are stored in slots and indexed by the State of Maine bar code, no additional information may be placed on the tape by the bidder.		
3		Section 3. – Online System		
3.A	X	The bidder has an online system in place for regular use in requesting stored tapes and items back from the offsite location. The online system needs to verify that the tape is at the offsite location at the time it is requested. A phone number and E-mail addresses must also be available for requesting tape and items back.		
3.B	X	The Department is able to track all tapes and items at the offsite location with the bidder's online system.		
3.C	X	At this time the State of Maine is using Comm Vault software as its backup and management system. The offsite bidder's system must have the ability to electronically communicate with the State of Maine CommVault system to manage the standard tapes coming from the offsite location and going to.		
3.D	X	Capability for the Department to use the bidder's online system to verify billing invoices.		
3.E	X	Capability for the Department to use the bidder's online system to run reports on the tapes, items, movement, history, and security at the offsite location.		
3.F	X	Individual tapes must be identified in the bidder's online system by the State of Maine bar code.		
4		Section 4. – Company & Staffing		
4.A	X	Confidentiality must be considered in all handling and transporting of Electronic Media.		

AGREEMENT TO PURCHASE SERVICES
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#	Mandatory Requirement	Requirement	Compliance (Y/M/N)	Comments
4.B	X	Bidder shall be bonded and must employ bonded, insured customer service representatives with no prior criminal record.		
4.C	X	Staff has taken the federal training for handling FTI (federal tax information) data.		
4.D		Staff is certified to directly handle FTI media.		
4.E	X	The bidder, all staff involved in the contract, will be required to undergo a fingerprint based background check performed by the Maine State Police. The State Police will make a decision whether an individual is dis-qualified to perform work for the State. This background check may also be performed periodically during the course of the contract.		
4.F	X	The Bidder is required to conform to Internal Revenue Service, Maine Revenue Service, Office of Information Technology and any other agency information disclosure and security requirements.		
4.G	X	IRS Exhibit 7 (Safeguarding Contract Language) must be included in the bidder's contract with the State of Maine.		
4.H		The bidder shall have fully uniformed customer service representatives.		

PART III KEY RFP EVENTS

A. Timeline of Key RFP Events

Event Name	Event Date and Time
Due Date for Receipt of Written Questions	5/16/2014 at 5:00pm, local time
Due Date for Receipt of Proposals	6/4/2014 at 2:00pm, local time
Estimated Contract Start Date (subject to change)	10/01/2014

B. Questions

1. General Instructions

- It is the responsibility of each Bidder to examine the entire RFP and to seek clarification in writing if the Bidder does not understand any information or instructions.
- Questions regarding the RFP must be submitted in writing and received by the RFP Coordinator listed on the cover page of this RFP document as soon as possible but no later than the date and time specified in the timeline above.
- Questions are to be submitted by e-mail. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
- Include in the subject line the RFP Number and Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

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2. **Summary of Questions and Answers:** Responses to all substantive and relevant questions will be compiled in writing and distributed to all registered, interested persons by e-mail no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP Coordinator will be considered binding. The Department reserves the right to answer or not answer any question received.

C. Submitting the Proposal

1. **Proposals Due:** Proposals must be received no later than 2:00 p.m. local time, on the date listed in the timeline above, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.
2. **Mailing/Delivery Instructions:** Proposals are not to be submitted to the RFP Coordinator at the requesting Department. The official delivery site is the State of Maine Division of Purchases (address shown below).
 - a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected without exception. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
 - b. The Bidder must send its proposal in a sealed package, including **one original and four (4) copies** of the complete proposal. Please clearly label the original. One electronic copy of the proposal must also be provided on CD or flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
 - c. Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP number and title):

Bidder Name/Return Address

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta ME 04333-0009

Re: RFP# 201405744

AGREEMENT TO PURCHASE SERVICES
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PART IV PROPOSAL SUBMISSION REQUIREMENTS

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

A. *Proposal Format*

1. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 1/2" x 11" paper using a font no smaller than 12 point Times New Roman or similar.
2. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
3. Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP. The proposal should be limited to a maximum total of 30 pages. Pages provided beyond the aforementioned maximum amount will not be considered during evaluation.
4. The following proposal elements, if applicable/requested, will not be counted as part of the maximum total number of pages allowed for the proposal: proposal cover page, table of contents, financial forms, any required attachments, appendices, or forms provided by the Department in the RFP, organizational charts, job descriptions, or staff résumés.
5. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the proposal limit will not be considered in rating the proposals and will not be returned. Bidders shall not include brochures or other promotional material with their proposals. Additional materials will not be considered part of the proposal and will not be evaluated.
6. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
7. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Department's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

8. Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

B. Proposal Contents

This section describes the requirements that must be met by Bidders in preparing their proposals. Bidder's proposals will consist of five sections:

1. Transmittal Letter
2. Executive Summary
3. Vendor Qualifications
4. Service Approach
5. Cost Schedule
6. Economic Impact within the State of Maine

Section I Transmittal Letter

A Transmittal Letter written on the Bidder's official business stationary and signed by an official authorized to legally bind the Bidder must accompany proposals. This Transmittal Letter must include the following:

- An itemization of all materials and enclosures submitted in response to the RFP;
- A reference to any RFP amendments received by the Bidder, including the Summary of Submitted Questions and Answers. If none have been received, a statement to that effect must be included;
- An unequivocal statement which acknowledges, and agrees to, all of the rights of the State including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP and in Rider B-IT of the State of Maine Contract for Special Services;
- The Bidder's federal tax identification number;
- A statement that the Bidder agrees to participate in personnel interview(s) and/or oral presentation, if requested by OIT;
- A statement that the person signing this proposal is authorized to make decisions as to the prices quoted and that (s) he has not participated, and will not participate, in any action contrary to the RFP;
- A statement that the proposal was developed without collusion;

The Bidder may include other topics in the letter as deemed appropriate.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

Section II Executive Summary

The Executive Summary will condense and highlight the contents of the Bidder's proposal to provide the review team with a broad understanding of the Bidder's proposal. This will be a concise overview summarizing the Bidder's commitment to performing these services. The Executive Summary will include highlights of the following:

- Service capabilities;
- Previous relevant experience, and;
- Financial stability

Bidders are to present their understanding of the services being requested in this RFP, the problems these services address, and the objectives and intended results. Bidders are to summarize how their proposal meets the requirements of this RFP and why the Bidder is best qualified to perform the work required.

Section III Vendor Qualifications

The Vendor Qualifications section must consist of the following subsections:

- Bidder Identification and Information
- Change in Ownership
- Office Location
- Relationships with the State
- Contract Performance
- Bidder's Experience
- Clients

3.1 Bidder Identification and Information

In response to this section of the RFP, Bidders will:

- State the organization's full company, or corporate name, and give the address of the organization's headquarters office;
- Specify how the entity is organized (proprietorship, partnership, corporation);
- Specify the state in which the Bidder is incorporated or otherwise organized to do business;
- Specify the year in which the Bidder was first organized to do business and whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change – include any name changes). The intent of this requirement is to ascertain the longevity of continuous operation of the Bidder. The Bidder's response is to be formulated to provide this information as appropriate to the Bidder's business circumstances;
- Provide their Employer Identification Number.

3.2 Change in Ownership

AGREEMENT TO PURCHASE SERVICES
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If any change in ownership, or control of the company, is anticipated during the 12 months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur. If no such change is anticipated, so declare.

3.3 Office Location

State the address of the Bidder's office location responsible for performance under the resulting contract with the State of Maine in the event the Bidder becomes a selected vendor.

3.4 Relationships with the State

The Bidder shall describe all relationships they, and their subcontractors, have had with the State of Maine over the last 24 months. If no such relationship exists, so declare.

3.4.1 Prior and Existing Contracts

If the Bidder, its predecessor, or any subcontractor in the Bidder's proposal, has contracted with the State of Maine, identify the contract number and any other information available to identify such contract(s). If no such contracts exist, so declare.

3.4.2 Bidder's Employee Relations to State

If any party named in the proposal was an employee of the State of Maine within the past 12 months, identify the individual(s) by name, State agency by which employed, job title or position held with the State, and separation date. If no such relationship exists, so declare.

3.4.3 Persons Employed by both State and Vendor

If any employee of any agency of the State of Maine is employed by the Bidder, or is a subcontractor to the Bidder as of the due date for proposal submission, identify all such persons by name, position held with the Bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization, including responsibilities related to providing services contained in this RFP. If, after review of this information by the State, it is determined by the State that a conflict of interest exists or may exist, the Bidder may be disqualified from further consideration in this procurement. If no such relationship exists, so declare.

3.5 Contract Performance

If the Bidder, or any proposed subcontractor, has had a contract terminated for default during the past three years, all such instances must be described as required below. Termination for default is defined as notice to stop performance due to the Bidder's nonperformance or poor performance.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

Bidders must submit full details of all terminations for default experienced by the Bidder, or any proposed subcontractor, during the past three years, including the other party's name, address and telephone number. The response to this subsection must present the Bidder's position on the matter. If no such terminations for default have been experienced in the past three years, so declare.

3.6 Bidder's Experience

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

3.7 Clients

Bidders are to include a list of all current clients they provide services to within the geographical area described in Requirement 2A of the Requirement Table in PART II - Scope of Services. This list must include a contact name and number for each client. The Department reserves the right to contact all identified clients as part of the Department's evaluation of the bidder's experience and capabilities.

Section IV Service Approach

The Service Approach section of the Proposal will include:

- The Bidder's response to the requirements described in Part II, Scope of Services
- A Service Management Plan

4.1 Response to Service Requirements

In this section of the Service Approach, the Bidder must use the template outlined in Part II - Scope of Services, to respond to each of the requirements identified. The Bidder may also provide in this section of the proposal any statements and descriptions considered pertinent to additional services or enhancements to the requirements. The Bidder may submit literature describing the services as deemed appropriate.

4.2 Service Management Plan

AGREEMENT TO PURCHASE SERVICES
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Bidders are required to submit a Service Management Plan addressing each of the major service areas defined below:

4.2.1 Transportation

- Describe how transportation services are scheduled and how service delivery times are managed during the year. Describe the process for communicating when delivery times may not be met.
- Describe the authentication process used when containers are received from, and sent to, 45 Commerce Drive.
- Describe the fleet of vehicles the Bidder has for transporting material to and from their offsite storage facility. Include the number of vehicles maintained at the offsite location where the State's data will be stored as well as number of vehicles the Bidder has that are available for use if the main vehicle is down. Describe the vehicle environmental controls in place to protect electronic media during transport.
- If the Bidder is not the incumbent, describe how the media currently stored at the offsite storage facility will be moved. It is expected that the State will not incur any costs associated with the transition. Bidders are to acknowledge their understanding of this expectation.

4.2.2 Storage Facility/Storage

- Describe the Bidder's offsite location where the State's information will be stored. Include the building location, security, personnel access logging, monitoring system, climate control system, janitorial services, etc.
- Describe access logging and how individual tapes will be stored and indexed.
- Describe the location's business continuity/disaster recovery plan. Also, describe technologies that will be used for recovering data on a tape if that tape were to receive water damage while at the offsite location.

4.2.3 Online System

Bidders are required to have an electronic system that will communicate electronically with the State of Maine's backup Software, CommVault, to manage the standard tapes coming from, and going to, the offsite location. Describe this electronic system, how it will communicate with CommVault, and how the State of Maine staff will use it to manage the offsite storage.

4.2.4 Company and Staffing

- Describe the staffing at the offsite location where the State of Maine's data will be stored and how short staffing situations would be handled. How would qualified personnel be made available to transport and handle the data coming from, and going to, 45 Commerce if key people were out on vacation, sick leave, or for other reasons?
- Describe the process for hiring staff and assuring staff continues to meet security requirements.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

Section V Cost Proposal

5.1 General Instructions

- The Bidder must submit a cost proposal showing all anticipated expenses for a full contract year should the Bidder be awarded the contract.
- The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- The amounts that represent the Bidder's "Total Annual Cost" for services shall be inclusive of any and all tax liability (including federal, state, local, and other).
- The Bidder is allowed, and encouraged, to modify the Cost Proposal Form so as to provide detailed information which falls under either "Other Monthly Fees" or "Other Annual Fees", if applicable.
- Failure to provide the requested information, and to follow the required cost proposal format provided in Appendix B, will result in the exclusion of the proposal from consideration.
- No costs related to the preparation of the proposal for this RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

5.2 Budget Narrative: The Bidder is to include a brief budget narrative to explain the basis for determining the expenses submitted on the "Cost Proposal Form" in Appendix B. Budget narrative **must** include information pertaining to "Other Monthly Fees" and "Other Annual Fees", if identified, on the Cost Proposal Form. (Please note: The budget narrative will not count against the narrative page limited stated in PART IV, Section A., subsection 3.)

Section VI Economic Impact within the State of Maine

In addition to all other information requested within this RFP, each Bidder must dedicate a section of its proposal to describing the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is required in accordance with Executive Order 2012-004, which states that certain service contracts "...advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFP, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder's business operations.

To complete the "economic impact" section of the Bidder's proposal, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

1. A review team, comprised of qualified evaluators, will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and economic impact considerations (where applicable) for the State.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal best satisfies the criteria of the RFP at a reasonable/competitive cost.
3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and the Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. The Department reserves the right to make video or audio recordings of any applicable interview/presentation process. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Bidders should submit proposals that present their costs and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

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

Organization Qualifications and Experience (25 points)

Includes all elements addressed in Section I - Transmittal Letter, Section II - Executive Summary, and Section III - Vendor Qualifications.

Specifications of Work to be Performed (40 points)

Includes all elements addressed in Section IV Service Approach.

Cost Proposal (30 points)

Includes all elements addressed in Section V Cost Proposal.

Economic Impact within the State of Maine (5 points)

Includes all elements addressed in Section VI Economic Impact within the State of Maine.

AGREEMENT TO PURCHASE SERVICES

BP54 EO-IT.doc

2. **Scoring Process:** The review team will use a consensus approach to evaluate the bids. Members of the review team will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points, based upon the proposals' satisfaction of the criteria established in the RFP. The Economic Impact section will also be scored using a consensus approach, with the highest number of evaluation points being assigned to the Bidder(s) with the most economic impact, actual or feasible, as determined by the evaluation team. The Cost section will be scored according to a mathematical formula described below.
3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal/Cost of proposal being scored) x 25 = pro-rated score

The remaining 5 points allocated to the Cost Proposal will be used to evaluate the responsiveness of the narrative material and supporting documentation contained with this section including: accuracy and reasonableness (assumptions used in calculating the costs), budget and financial stability.

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

4. Negotiations

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

C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Purchases Review Committee.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

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

D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here:

<http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

AGREEMENT TO PURCHASE SERVICES
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PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

1. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services (BP54-IT). A list of applicable Riders is as follows:

Rider A: Specification of Work to be Performed

Rider B-IT: Payment and Other Provisions

Rider C: Exceptions to Rider B-IT

Rider D: RFP

Rider E: Provider Response to RFP

Rider F: OIT Security Statement

Rider G: Identification of Country in Which Contracted Work Will Be Performed

Rider H: IRS Security Statement

Rider I: Federal Debarment Form

The complete set of standard BP54 contract documents may be found on the Division of Purchases website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

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

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

3. The Department estimates having a contract in place by October 1, 2014. The State recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Purchases Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

B. Standard State Agreement Provisions

1. Agreement Administration

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

2. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

PART VII APPENDICES

Appendix A - Proposal Cover Page

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
PROPOSAL COVER PAGE**

RFP# 201405744

Off-Site Electronic Media Storage and Transport Services

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

Proposed Cost ("Total Annual Cost" on Cost Proposal Form)	\$
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

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

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

AGREEMENT TO PURCHASE SERVICES
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Authorized Signature Date

Name and Title (Typed)

AGREEMENT TO PURCHASE SERVICES
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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:	Title:
Authorized Signature:	Date:

AGREEMENT TO PURCHASE SERVICES
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Appendix B - Cost Proposal Form

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
COST PROPOSAL FORM

RFP# 201405744

Off-Site Electronic Media Storage and Transport Services

Bidder's Organization Name: _____

Using rates proposed, complete the following cost proposal form:

Description	Quantity	Unit Cost	Total Cost
<u>Transport</u> (est. monthly quantity)			
Standard Transports	21	\$	\$
Special Transports	2	\$	\$
<u>Movement</u> (est. monthly quantity)			
Individual tapes sent to Augusta	1,228	\$	\$
Individual tapes sent to offsite	1,146	\$	\$
Containers sent to Augusta (stored as containers)	11	\$	\$
Containers sent to offsite (stored as containers)	13	\$	\$
Documents sent to Augusta from file cabinet	12	\$	\$
Documents sent to offsite to file cabinet	10	\$	\$
<u>Storage</u> (est. monthly quantity)			
Individual tapes stored at offsite location that month	21,500	\$	\$
Small containers that month (10 or less tapes)	28	\$	\$
Medium containers that month (20 to 11 tapes)	42	\$	\$
Large containers that month (50 to 21 tapes)	30	\$	\$
4 draw file cabinet for paper storage	1	\$	\$
Other Monthly Fees (if applicable – as needed, add columns to identify each fee individually):			\$
<u>TOTAL MONTHLY COST</u>			\$
Multiply "Total Monthly Cost" by twelve to determine yearly costs			x12
<u>TOTAL MONTHLY COSTS OVER 1 YEAR PERIOD</u>			\$

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

Other Annual Fees (if applicable -- as needed, add columns to identify each fee individually):			\$
<u>TOTAL ANNUAL COST</u>			\$

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

RIDER E



STATE OF MAINE REQUEST FOR PROPOSALS AMENDMENT

RFP NUMBER AND TITLE:	201405744 - Off-Site Electronic Media Storage and Transport Services
RFP AMENDMENT NUMBER:	#1 – Amendments and Submitted Questions & Answers
AMENDMENT DATE:	05/27/2014
PROPOSAL DUE DATE:	06/04/2014 2:00 p.m.
RFP ISSUED BY:	State of Maine, Department of Administrative & Financial Services – Office of Information Technology
PROPOSALS DUE TO:	Division of Purchases Burton M. Cross Building, 4 th Floor 111 Sewall Street 9 State House Station Augusta, ME 04333-0009

DESCRIPTION OF CHANGES TO RFP:

Amending the Cost Proposal sections of the RFP

REVISED LANGUAGE IN RFP:

Revision #1 - Section V Cost Proposal (pages 14 and 15 of RFP# 201405744) has been amended to read as follows:

Section V **Cost Proposal**

5.3 General Instructions

- The Bidder must submit a cost proposal showing all anticipated expenses for the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of 10/1/2014 and an end date of 06/30/2020 in preparing this section.
- The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms & conditions and RFP requirements.
- The amounts that represent the Bidder's "Total Annual Cost" for services (Appendix B) shall be inclusive of any and all tax liability (including federal, state, local, and other).
- The Bidder is allowed, and encouraged, to modify the Cost Proposal Form (Appendix B) so as to provide detailed information which falls under either "Other Monthly Fees" or "Other Annual Fees", if applicable.
- Failure to provide the requested information, and to follow the required cost proposal format provided in Appendix B, will result in the exclusion of the proposal from consideration.
- No costs related to the preparation of the proposal for this RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

5.4 Budget Narrative: The Bidder is to include a brief budget narrative to explain the basis for determining the expenses submitted on each "Cost Proposal Form" in Appendix B. Budget narrative must include information pertaining to "Other Monthly Fees" and "Other Annual Fees", if identified, on the Cost Proposal Form. (Please note: The budget narrative will not count against the narrative page limited stated in PART IV, Section A., subsection 3.)

Revision #2 - 3. Scoring the Cost Proposal (top of page 17 of RFP# 201405744) has been amended to read as follows:

AGREEMENT TO PURCHASE SERVICES
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3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded **25 points**. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal/Cost of proposal being scored) x **25** = pro-rated score

The submitted Cost for each proposal will be the sum of the "Total Nine Month Cost" and the "Total Annual Cost" on all submitted Cost Proposal Forms (Appendix B).

The remaining **5** points allocated to the Cost Proposal will be used to evaluate the responsiveness of the narrative material and supporting documentation contained with this section including: accuracy and reasonableness (assumptions used in calculating the costs), budget and financial stability.

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

Revision #3 – PART VII – APPENDICES (pages 20-22; Appendix A & B) has been amended to read as follows:

PART VII APPENDICES
Appendix A - Proposal Cover Page

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
PROPOSAL COVER PAGE

RFP# 201405744
Off-Site Electronic Media Storage and Transport Services

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

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

Street Address:
City/State/Zip:

Proposed Cost (The combined sum of all Cost Proposal Forms):	\$
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

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

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

Authorized Signature

Date

Name and Title (Typed)

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

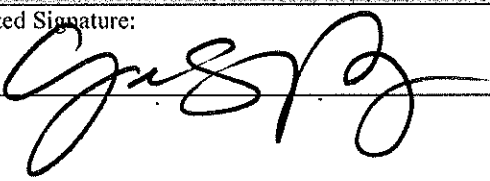
Debarment, Performance, and Non-Collusion Certification

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:

- d. 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.*
- e. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - v. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - vi. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - vii. 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*
 - viii. 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.*
- f. 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: Greg Postage	Title: VP + GM
Authorized Signature: 	Date: 2/6/15

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

Appendix B - Cost Proposal Form

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
COST PROPOSAL FORM**

**RFP# 201405744
Off-Site Electronic Media Storage and Transport Services**

Bidder's Organization Name: _____

Using rates proposed, complete the following cost proposal form for the 9 month period of 10/1/14 to 6/30/15:

Description	Quantity	Unit Cost	Total Cost
<u>Transport</u> (est. monthly quantity)			
Standard Transports	15	\$	\$
Special Transports	2	\$	\$
<u>Movement</u> (est. monthly quantity)			
Individual tapes sent to Augusta	928	\$	\$
Individual tapes sent to offsite	846	\$	\$
Containers sent to Augusta (stored as containers)	9	\$	\$
Containers sent to offsite (stored as containers)	10	\$	\$
Documents sent to Augusta from file cabinet	9	\$	\$
Documents sent to offsite to file cabinet	8	\$	\$
<u>Storage</u> (est. monthly quantity)			
Individual tapes stored at offsite location that month	15,500	\$	\$
Small containers that month (10 or less tapes)	21	\$	\$
Medium containers that month (20 to 11 tapes)	32	\$	\$
Large containers that month (50 to 21 tapes)	22	\$	\$
4 draw file cabinet for paper storage	1	\$	\$
Other Monthly Fees (if applicable – as needed, add columns to identify each fee individually):			\$
<u>TOTAL MONTHLY COST</u>			\$
Multiply "Total Monthly Cost" by twelve to determine yearly costs			x9
<u>TOTAL MONTHLY COSTS OVER THE 9 MONTH PERIOD</u>			\$
Other Annual Fees (if applicable – as needed, add columns to identify each fee individually):			\$
<u>TOTAL NINE MONTH COST</u>			\$

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
COST PROPOSAL FORM**

**RFP# 201405744
Off-Site Electronic Media Storage and Transport Services**

Bidder's Organization Name: _____

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

Using rates proposed, complete a separate cost proposal form for each period identified below and check appropriate box for which the form represents:

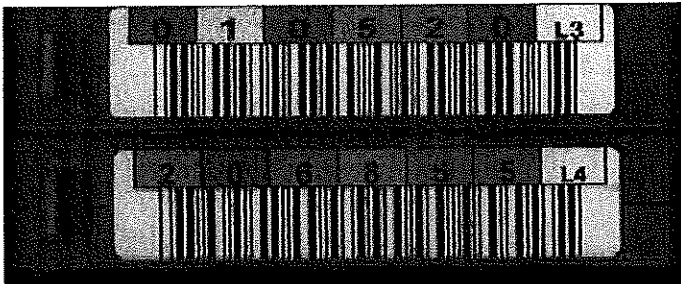
☐ 7/1/2015 to 6/30/2016 ☐ 7/1/2016 to 6/30/2017 ☐ 7/1/2017 to 6/30/2018
☐ 1st Renewal Period 7/1/2018 to 6/30/2019 ☐ 2nd Renewal Period 7/1/2019 to 6/30/2020

Description	Quantity	Unit Cost	Total Cost
Transport (est. monthly quantity)			
Standard Transports	21	\$	\$
Special Transports	2	\$	\$
Movement (est. monthly quantity)			
Individual tapes sent to Augusta	1,228	\$	\$
Individual tapes sent to offsite	1,146	\$	\$
Containers sent to Augusta (stored as containers)	11	\$	\$
Containers sent to offsite (stored as containers)	13	\$	\$
Documents sent to Augusta from file cabinet	12	\$	\$
Documents sent to offsite to file cabinet	10	\$	\$
Storage (est. monthly quantity)			
Individual tapes stored at offsite location that month	21,500	\$	\$
Small containers that month (10 or less tapes)	28	\$	\$
Medium containers that month (20 to 11 tapes)	42	\$	\$
Large containers that month (50 to 21 tapes)	30	\$	\$
4 draw file cabinet for paper storage	1	\$	\$
Other Monthly Fees (if applicable – as needed, add columns to identify each fee individually):			\$
TOTAL MONTHLY COST			\$
Multiply "Total Monthly Cost" by twelve to determine yearly costs			x12
TOTAL MONTHLY COSTS OVER 1 YEAR PERIOD			\$
Other Annual Fees (if applicable – as needed, add columns to identify each fee individually):			\$
TOTAL ANNUAL COST			\$

Provided below are the answers to the questions that were received from interested offerors on or before May 16th, 2014, 5:00 p.m.

Question #	Question	Answer
1	Are we allowed to increase prices over the term on the contract if we specify the increase?	Please refer to the amendments to the cost section stated above.
2	If answer to Q1 is yes, Should these increases be reflected in our response by Renewal Period?	Please refer to the amendments to the cost section stated above.
3	Will you consider a company for the RFP business if they have some, limited exceptions to your RFP terms and conditions?	Bidders are to determine how to respond to the requirements set forth in the RFP.

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4	What information do you require in the security reports? (Section 3.E Scope of Services)	We require security reports on all user IDs that have been setup for State employees which include all access rights they have assigned and their current status.
5	Is the requirement for 4.D for slotted tapes?	Yes, this would include slotted tapes.
6	Is this a new process described in 4.E? We are the incumbent vendor and do not currently use this process.	4.E is a mandatory requirement of this RFP.
7	Would you please provide the Internal Revenue Service referenced in 4.F and any other security requirements you want vendors to agree to, so vendors can review them?	IRS 1075 (http://www.irs.gov/pub/irs-pdf/p1075.pdf). More specifically, Media (Section 4.6, p.21) and Destruction (Section 8.3, p. 41-42)
8	Would you please provide IRS Exhibit 7 referenced in 4.G to all vendors to allow them to review to see if they can agree to include this language in a contract, if awarded the business.	IRS Exhibit 7 has been added to the RFP# 201401667 website: http://www.maine.gov/oit/vendor/documents/irs_exhibit7.pdf
9	Is it okay with the State of Maine to include an additional pricing document providing more details as an Appendix, along with completing the required Appendix B – Cost Proposal (on page 22)?	Please refer to the amendments to the cost section stated above.
10	Part II #1.B How frequent are same day delivery requests?	Most working days the standard once-a-day runner has tapes to transport.
11	What is the make/model of typical data tapes utilized?	Maxell LTO-3 and LTO-4
12	Part II #1.C & #2.B Does the Dept. require specific environmental controls for these tapes or just manufacturer/industry standards?	Manufacture/industry standards.
13	Part II #1F Is there a specific lockable collection container you currently use or require? Manufacturer, make, model?	No specific manufacturer or make – please refer to sections 1H & 1J in PART II of the RFP.
14	Part II #2.N Details of State of Maine's barcode on each tape? (To ensure we can scan them)	Below is a sample scan of our Barcode labels: 
15	Part II #4.C Is there a formal federal training for handling FTI data or will an in-house program suffice?	There is a formal federal online training. Information and link will be sent by the Department to the awarded vendor.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

16	Part II #4.E Fingerprinting: Employees directly handling tapes or all RMC staff within the facility?	The background check requirement applies only to those individuals tasked with handling of the backup media and anyone having unescorted access to areas where the media is stored.
17	Part II #4.F Please send and/or detail IRS, MRS, Office of IT information disclosure and security requirements.	IRS 1075 (http://www.irs.gov/pub/irs-pdf/p1075.pdf). More specifically, Media (Section 4.6, p.21) and Destruction (Section 8.3, p. 41-42)
18	Will confidential certified tape destruction be required?	These services are not part of this RFP. Therefore, the awarded vendor will not be responsible for the destruction of tapes.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

RIDER F

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

\$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

AGREEMENT TO PURCHASE SERVICES
BP54 EO-IT.doc

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

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



United States. Please identify state: ME



Other. Please identify country: _____

Notification of Changes to the Information

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

STATE OF MAINE
Department of Administrative and Financial Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 1st day of June 2018 the Contract for Special Services between the State of Maine, Department of Administrative & Financial Services/OIT hereinafter called "Department," and Iron Mountain Information Management, LLC hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from June 30, 2018 to June 30, 2020.

Reason: Per RFP 201405744, add two years of service.

2. The dollar amount of the contract is not adjusted.

Reason: The contract is an unencumbered master agreement/contract. Amounts to be paid are based on the defined rate schedule, the types and quantities of items stored and retrievals/trips made.

3. Rider F: Exhibit 7 Safeguarding Contract Language is deleted and replaced with the attached Updated Rider F: Exhibit 7 Safeguarding Contract Language (5/2018)

Reason: Updated IRS security language requirements.

4. The contract is amended to add LTO-6 tape cartridge storage. LTO-6 cartridges are the same physical size as LTO-3 and LTO-4 cartridges.

Reason: New tape format used.

5. The contract Agreement Administrator and Program Administrator as designated in Rider B-IT are updated to:

Agreement Administrator

Name: Martha Verhille
Address: SHS 145, 51 Commerce Drive, Augusta ME 04330
Telephone: 207.624.9842
E-mail address: martha.a.verhille@maine.gov

Program Administrator

Name: Brian Gallant
Address: SHS 145, 51 Commerce Drive, Augusta ME 04330
Telephone: 207.624.9480
E-mail address: brian.t.gallant@maine.gov

Reason: State of Maine staffing changes.

All other terms and conditions of the original contract dated 1 January 2015 remain in full force and effect.

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

Provider: Iron Mountain

By: Anthony Cosumano, Operations Manager
(Name & Title, Provider Representative)

Signature: [Signature] Date: 5-22-2018

and

Department of: Administration & Finance / OIT

By: [Signature]
James R. Smith, State of Maine, CIO

Signature: James R Smith Date: 5/22/2018

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

(note: this section must be completed by using agency)

Department number and Contract number (CT #): _____

Vendor Code: _____ New Service Date: _____

Old Contract Amount: \$ _____ Account Codes: _____

Amount of Adjustment \$ _____

New Contract Amount \$ _____

Updated Rider F: Exhibit 7 Safeguarding Contract Language (5/2018)

I. CONFIDENTIALITY AND PERFORMANCE

In performance of this contract, the Provider agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Provider is prohibited.
2. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
3. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the Internal Revenue Service (IRS).
4. The Provider will maintain a list of employees with authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
5. The Provider agrees that the safeguard provisions of this agreement apply to Federal and State tax returns and return information and to other State information such as DOL (Department of Labor), BMV (Bureau of Motor Vehicles) and Secretary of State.
6. The Provider must require all officers and employees engaged in the contract to read and sign confidentiality statements provided by the Department. The signed statements must be delivered to the Agreement Administrator.
7. To ensure that the confidentiality of taxpayer information is protected from any type of disclosure, the Provider must require all of its officers and employees engaged in the contract to complete confidentiality training, to be provided by the Department, before performing any work and at least annually thereafter.
8. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
9. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
10. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
11. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).
12. The Department requires background checks for Provider staff assigned to the project whose job responsibilities require access to confidential state or federal taxpayer data.
13. The Department will have the right to void the contract if the Provider fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

1. Any person who violates 36 MRSA, Section 191, shall be guilty of a Class E crime in the State of Maine.
2. Any further disclosure of federal tax returns or federal tax information inadvertently or purposely obtained as a result of or in contravention of this contract is governed by the Provider's obligation to act in accordance with the following:
 - a) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
 - b) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
 - c) Additionally, it is incumbent upon the Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
 - d) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response

policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Brian Gallant Martha Verhille	Office/Division/Program	DAFS/OIT-Backup/Restore
Contract Amount:	\$	Contract (CT) Number:	MA 18P 160425*168
Start Date:	2/1/2015	End Date:	6/30/2020
Selected Bidder's Name, City and State:	Iron Mountain Prashant Hiremath 1101 Enterprise Drive Royersford, PA 19468		
Short Description of Service:	Iron Mountain provides monthly tape storage and transportation of media.		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: 201405744 ☐ Initial contract. ☒ First renewal. ☒ Second renewal. ☐ Third renewal.

If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

Renewal period per RFP is one-year. OIT has chosen to extend for two years (execute two one-year renewals) at this time to reduce contract administrative overhead.

If competitive quotes were obtained:

☐ This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. The total contract amount is \$10,000 or less; and*
- B. If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

State of Maine Competitive Award Authorization Form

3. Review and Scoring Process.

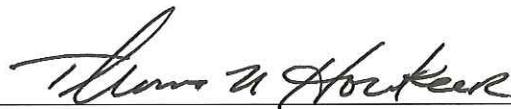
- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.
Please attach to this document all Competitive Quotes received (not RFP proposals).

4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Procurement Services website:

http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc

**Signature of requesting
Department's Contract
Administrator (or other
relevant stakeholder):**



Printed Name:

THOMAS HOWKER

Date:

5-22-2018



AMENDMENT

DATE: **6/25/2020**ADVANTAGE CONTRACT #: **MA 18P 160425*168**DEPARTMENT AGREEMENT #: **N/A**AMENDMENT AMOUNT: \$ **0.00, Based on Usage**

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

State of Maine DEPARTMENT

DEPARTMENT: **Administrative & Financial Services / Office of Information Technology (OIT)**Address: **51 Commerce Dr., 4th Floor**City: **Augusta**State: **ME**Zip Code: **04333-0145**

PROVIDER

PROVIDER: **Iron Mountain Inc.**Address: **1101 Enterprise Drive**City: **Roversford**State: **PA**Zip Code: **19468**Provider's Vendor Customer #: **VC0000213071**

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

Department of

NA

Iron Mountain Inc

NA

DocuSigned by:

James O'Keefe

Signature Representative Name and Title Date

Signature James O'Keefe, Bus. Develop. Exec.

Date 6/25/2020

Department of Administrative and Financial Services, Office of Information Technology

DocuSigned by:

6/25/2020

Frederick Brittain, Chief Information Officer Date

AMENDMENT

Amendment rev. July 2019

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

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

☒	Amended Period:	Original Start Date: 2/1/2015 Current End Date: 6/30/2020 Amendment Start Date: 7/1/2020 New End Date: 9/30/2020 Reason: No change in services requested. OIT continues to need off-site secure, monitored, environmentally controlled storage and transportation services. 3-month extension to negotiate 2-year service extension agreement.
☐	Amended Contract Amount:	Amount of Adjustment: \$ New Contract Amount: \$ Reason:
☐	Amended Scope of Work:	The Scope of work in Rider A is amended as follows: No change
☐	Other:	Reason:

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

CODING

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

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

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



AMENDMENT

DATE: **9/28/2020**ADVANTAGE CONTRACT #: **MA 18P 160425*168**DEPARTMENT AGREEMENT #: **N/A**AMENDMENT AMOUNT: \$ **0.00, Based on Usage**

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

State of Maine DEPARTMENT

DEPARTMENT: **Administrative & Financial Services / Office of Information Technology (OIT)**Address: **51 Commerce Dr., 4th Floor**City: **Augusta**State: **ME**Zip Code: **04333-0145**

PROVIDER

PROVIDER: **Iron Mountain Inc.**Address: **1101 Enterprise Drive**City: **Roversford**State: **PA**Zip Code: **19468**Provider's Vendor Customer #: **VC0000213071**

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

Department of **NA****NA****Iron Mountain Inc**

DocuSigned by:

*James O'Keefe*Signature **Representative Name and Title** DateSignature **James O'Keefe, Bus. Develop. Exec.**Date **9/29/2020****Department of Administrative and Financial Services, Office of Information Technology**

DocuSigned by:

*Frederick Brittain***9/29/2020**
Frederick Brittain, Chief Information Officer Date

AMENDMENT

Amendment rev. July 2019

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

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

☒	Amended Period:	Original Start Date: 2/1/2015 Current End Date: 9/30/2020 Amendment Start Date: 10/1/2020 New End Date: 10/31/2020 Reason: No change in services or rates requested. OIT continues to need off-site secure, monitored, environmentally controlled media storage and transportation services. 1-month extension while OIT and Iron Mountain confirm rates for year-2.
☐	Amended Contract Amount:	Amount of Adjustment: \$ New Contract Amount: \$ Reason: NA – Master Agreement
☐	Amended Scope of Work:	The Scope of work in Rider A is amended as follows: Click or tap here to enter text.
☐	Other:	Reason:

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

CODING

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

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

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



AMENDMENT

DATE: 10/20/2020

ADVANTAGE CONTRACT #: MA 18P 160425*168

DEPARTMENT AGREEMENT #: N/A

AMENDMENT AMOUNT: \$ 0.00, Based on Usage

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

State of Maine DEPARTMENT

DEPARTMENT: Administrative & Financial Services / Office of Information Technology (OIT)

Address: 51 Commerce Dr., 4th Floor
City: Augusta State: ME Zip Code: 04333-0145

PROVIDER

PROVIDER: Iron Mountain Inc.

Address: 1101 Enterprise Drive
City: Roversford State: PA Zip Code: 19468

Provider's Vendor Customer #: VC0000213071

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

Department of NA
NA
Signature Representative Name and Title Date

Iron Mountain Inc
DocuSigned by:
Christopher Brady 10/19/2020
2FB52600B9894C2...
Signature Christopher Brady Date

Department of Administrative and Financial Services, Office of Information Technology

DocuSigned by:
Frederick Brittain 10/19/2020
052B9AC7F66A489...
Frederick Brittain, Chief Information Officer Date

AMENDMENT

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

☒	Amended Period:	Original Start Date: 2/1/2015 Current End Date: 10/31/2020 Amendment Start Date: 11/1/2020 New End Date: 10/31/2022 Reason: No change in services requested. OIT continues to need off-site secure, monitored, environmentally controlled media storage and transportation services. 24-month extension.
☐	Amended Contract Amount:	Amount of Adjustment: \$ New Contract Amount: \$ Reason: NA – Master Agreement
☒	Amended Scope of Work:	The Scope of work in Rider A is amended as follows: Rider B rate table update effective 11-1-2020, unchanged in 2021 and 2022.
☐	Other:	Reason:

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

CODING

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

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

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

SCHEDULE A: PROGRAM PRICING SCHEDULE



DATA MANAGEMENT SERVICES

This Data Management Services Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Information Management, LLC, (the “Company” or “Iron Mountain”) and State of Maine Media (the “Customer”).

Please see our Customer Information Center at <https://www.ironmountain.com/support/how-it-works> for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Data Management Services Pricing Schedule supersedes and terminates any prior Data Management Services Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain's standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

STATE OF MAINE MEDIA

District Name/Number: Multi-District | Customer ID: See Table 2 Year Term

Year 1 – November 1, 2020 – October 31, 2021

Year 2 – November 1, 2021 – October 31, 2022



CUSTOMER ID TABLE - DATA MANAGEMENT

Customer Account ID	Customer Name
44027.0PT39V	State of Maine Media

IRON MOUNTAIN DATA MANAGEMENT



PRICING FOR CORE SERVICES

Standard Storage (SEE: https://www.ironmountain.com/support/how-it-works FOR SERVICE DEFINITIONS)			
Description	Year 1	Year 2	Per
Slotted Media	\$0.210	\$0.210	Slot
Closed Container (Compact)	\$15.16	\$15.16	Container
Closed Container (Small)	\$5.53	\$5.53	Container
Closed Container (Medium)	\$10.05	\$10.05	Container
Closed Container (Large)	\$12.06	\$12.06	Container

Standard Services (SEE: https://www.ironmountain.com/support/how-it-works FOR SERVICE DEFINITIONS)			
Description	Year 1	Year 2	Per
Media Handling-Active (With Elec File)	\$0.51	\$0.51	Item
Closed Container Handling	\$3.26	\$3.26	Item
Transport Container Handling	\$3.21	\$3.21	Item
Transport Container	\$11.41	\$11.41	Container
Scheduled Service – Monthly (1-2 Trips per month)	\$40.18	\$40.18	Trip
Scheduled Service – Weekly (3-10 Trips per month)	\$40.18	\$40.18	Trip
Scheduled Service – Daily (11 plus Trips per month)	\$40.18	\$40.18	Trip
Labor	\$48.00	\$48.00	Hour

Note: Additional media requests for a scheduled service must be placed on or before 7:00 PM the previous business day. All “add-on” requests received before 7:00 PM the previous business day will be delivered on the next scheduled service.

Premium Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works FOR SERVICE DEFINITIONS)			
Description	Year 1	Year 2	Per
Standard Special Transport (24 hours)*	\$204.66	\$204.66	Trip/Sub-Account
Critical Special Transport (3 hours)*	\$188.62	\$188.62	Trip/Sub-Account
Holiday Charge*	\$151.61	\$151.61	Holiday
Container Locks	\$15.63	\$15.63	Lock

Amendment rev. July 2019

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

Security Clips	\$3.58	\$3.58	Clip
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Other Program Fees (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Year 1	Year 2	Per
Administrative Fees	\$50.25	\$50.25	Account ID per Month
Fuel Surcharge	*	*	Transportation Visit

Note: A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at:

<http://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>

Custom Storage and Services (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Year 1	Year 2	Per
Slotted Media Storage - Oversized	\$1.82	\$1.82	Slot
Slotted Media Storage - Round Reel	\$1.82	\$1.82	Slot
Closed Container (Extra Large)	\$12.06	\$12.06	Container
Closed Container (Cabinet)	\$180.92	\$180.92	Container

Custom Storage and Services (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Year 1	Year 2	Per
Transport Rental	\$1.22	\$1.22	Each per Day
Scheduled Same Building/Same Campus Transport*	\$21.43	\$21.43	Trip
Scheduled Same Place/Same Floor Transport*	\$13.54	\$13.54	Trip
Minimum Monthly Fee	\$262.52	\$262.52	Account ID per Month
Cart	\$125.21	\$125.21	Cart
Transport Cart	\$125.21	\$125.21	Cart
Custom Bar Code Labels	\$1.29	\$1.29	Label

Note: The total Media Handling for Delivery and/or Pickup at Customer Site is subject to a minimum of \$30.18 per month.

Note: Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at <https://www.ironmountain.com/support/how-it-works>.

Note: These costs are not inclusive of third party transportation which are the responsibility of the Customer or which are billed directly by the Carrier to the Customer.

Note: Third Party Transportation is priced per shipment.

ADDITIONAL DEAL TERMS



Deal Term	Details
Multi-year Pricing	The pricing offered in this Schedule A for each year of the agreement has been outlined above. Upon anniversary date Iron Mountain will automatically apply pricing for the new year as outlined above.

Approved as to Form and Pricing Content:
Iron Mountain Sales Support and Price Desk
SA-89860

Created by: T. Neave
Date: 10/9/2020
Customer: State of Maine Media