

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 01/01/13**Expiration Date:** 12/31/20**Master Agreement Description:** Ref - CT-18B-20090520\*6293**Buyer Information**

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

**Issuer Information**

JEFF COTNOIR 207-624-9449 ext. Jeff.Cotnoir@maine.gov

**Requestor Information**

Jeff Cotnoir 207-624-9449 ext. Jeff.Cotnoir@maine.gov

**Authorized Departments**

18B BUREAU OF INFORMATION SERVICES

**Vendor Information****Vendor Line #:** 1**Vendor ID**  
VC0000131856**Vendor Name**  
HARRIS CORPORATION**Alias/DBA****Vendor Address Information**

221 JEFFERSON RIDGE PKWY

LYNCHBURG, VA 24501

US

**Vendor Contact Information**

APRIL GALLAGHER

434-455-9272 ext.

AGALLA03@HARRIS.COM

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** HARRIS CORPORATION

**Commodity Line #:** 1

**Commodity Code:** 72500

**Commodity Description:** Harris Corp - Master Agreement

**Commodity Specifications:** ACTUAL CONTRACT PERIOD - 1/1/13 THRU 12/31/2020. Ref - CT-18B-20090520\*6293

**Commodity Extended Description:** This agreement has been established for the purchase of products including equipment, accessories, and spare parts for the maintenance of the Maine State Communications Network. Agency must obtain quote/invoice from vendor and issue Delivery Order (DO) against this agreement.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00	01/01/13	12/31/20
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### **Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

The purpose of this Contract Amendment is to establish a mechanism for the purchase of products, including but not limited to, equipment, accessories, and spare parts for the maintenance of the Maine State Communications Network (MSCommNet).

**MASTER AGREEMENT:**

This Contract Amendment establishes under contract CT 18B-20090520\*6293 a Master Agreement under which the Department may purchase equipment in addition to that specified in Schedule F, Table A-1 Project Summary Cost Base, Table A-4 Accessory Cost Details, and Table A-5 User Radio Subscriber Parts Detail, as amended.

Orders processed under the Master Agreement do not change the Contract amount.

**MASTER AGREEMENT TERMS**

Reference System Purchase Contract CT 18B 20090520\*6293 Exhibit F, Section 2.3.6 Subscriber Unit, as amended:

“Future subscriber unit prices will be in accordance with the unit prices for the specific radio configurations (or similar radio type) as specified in Table A-1: “Project Summary Cost Base” as amended until the Final System Acceptance after which subscriber unit prices will be list price less 25%. All future accessories will be list price less 25%. All future user radio spare parts prices will be list price less 10%.”

**ORDER PROCESS:**

1. Department initiates an equipment request to vendor and receives a pricing quote from the vendor.
2. Department initiates a Delivery Order to the Provider. Order is issued electronically via the State Accounting system. Electronic order specifies equipment, delivery site, and Delivery Order number (purchase order number) for invoicing. Delivery Order may reference a FootPrints ticket.
3. Provider ships the material as detailed on the Delivery Order. The Department verifies the packing slip and order.
4. Contractor invoices the Department. The invoice must present the Delivery Order number being satisfied.
5. The Department approves the invoice for payment after equipment is received.

Department of Administrative and Financial Services  
SYSTEM PURCHASE CONTRACT – 15th AMENDMENT

BY AGREEMENT of both parties this fifth day of November 2012, the System Purchase Contract between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology (OIT) hereinafter called "Department," and Harris Corporation, acting through its RF Communications Division and successor to M/A-COM, Inc., hereinafter called "Provider," is hereby amended as follows:

1. The Systems Purchase Contract Exhibit A Statement of Work and Exhibit F Price and Payment Specifications is amended with the following change order (see attached Change Order):

Change Order	Description of Change	Increase (Decrease)
1 CO-129	Create a mechanism for the purchase of products, including but not limited to, equipment, accessories, and parts for the maintenance of the Maine State Communications Network (MScCommNet). <u>Exhibit A Statement of Work</u> , is amended with the addition 'Section 5.10 Warranty for Orders Placed After Final System Acceptance' <u>Exhibit F Price and Payment Specifications</u> , 'Section 2.3.6 Subscriber Unit' is amended to define time frame for specified subscriber unit prices <u>Exhibit F Price and Payment Specifications</u> , 'Section 2.3.10 System Test' is amended to include terms for network equipment	\$0.00

All other terms and conditions of the original contract dated May 22, 2009 and Approved June 11, 2009, as amended, remain in full force and effect.

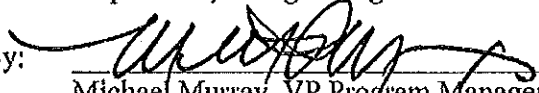
IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this amendment in three (3) originals as of the day and year first above written.

Department: Administrative and Financial Services, OIT

By: \_\_\_\_\_  
 Greg McNeal, CTO

and

Harris Corporation, acting through its RF Communications Division

By:  11/30/12  
 Michael Murray, VP Program Management

Approved, State Purchases Review Committee \_\_\_\_\_ Date: \_\_\_\_\_

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

System Purchase Contract

**Encumbrance Number:** CT 18B 20090520\*6293 (unencumbered)

**Vendor Code:** VC0000131856

**Old Contract Amount:** \$47,175,298.53

**Account Codes:** 047 18F 0112 (BS Acct 0066)

**Amount of Increase:** \$0.00

**New Contract Amount:** \$47,175,298.53

**New Termination Date:** No Change 9/30/2018  
 Contract continues through the end of the extended warranty period

STATE OF MAINE ACCOUNT CODING

Original Contract	Apprvl Date	Amount		Coding		Contract Total
	06/11/2009	\$45,602,947.00	\$44,603,094.00	047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,602,947.00
			\$999,853.00	038 18B 2029 01 2631	Encumbered	
Amendment 1	08/04/2010	\$519,060.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$46,122,007.00
Amendment 2	10/13/2010	\$1,975,951.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$48,097,958.00
Amendment 3	12/20/2010	\$0.00		n/a	n/a	\$48,097,958.00
Amendment 4	12/30/2010	(\$2,321,646.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,776,312.00
Amendment 5	02/23/2011	(\$126,113.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,650,199.00
Amendment 6	05/19/2011	(\$15,424.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,634,775.00
Amendment 7	06/22/2011	\$0.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,634,775.00
Amendment 8	08/11/2011	7,180.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,641,955.00
Amendment 9	08/25/2011	333,251.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,975,206.00
Amendment 10	10/06/2011	\$5,934.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,981,140.00
Amendment 11	04/13/2012	\$0.00		n/a	n/a	\$45,981,140.00
Amendment 12	05/17/2012	\$599,214.00	\$561,552.06	047 18F 0112 (BS Acct 0066)	Unencumbered	\$46,580,354.00
			\$37,661.94	038 18B 2029 02 9076 (PR-05 for radio parts)	Encumbered	
Amendment 13	05/17/2012	\$558,039.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,138,393.00
Amendment 14		\$36,905.53		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,175,298.53
Amendment 15		\$0.00		n/a	n/a	\$47,175,298.53

State of Maine (MSCommNet)  
Change Request Form

A. General Information

Change Order #	CO-129	Date	09/01/2012
Requestor	State of Maine		
Site Name	N/A		

B. Description of Work:

<p>Contract Reference</p> <p>Exhibit F, 2.3.6</p> <p>Exhibit A, 5.10</p> <p>Exhibit F, 2.3.10</p>	<p>Reason: The purpose of this Change Order is to establish a mechanism for the purchase of products, including but not limited to, equipment, accessories, and spare parts for the maintenance of the Maine State Communications Network (MSCommNet).</p> <p><b>MASTER AGREEMENT:</b></p> <ul style="list-style-type: none"> <li>This change order establishes under contract CT 18B 20090520*6293 a Master Agreement under which the Department may purchase equipment in addition to that specified in Schedule F, Table A-1 Project Summary Cost Base, Table A-4 Accessory Cost Details, and Table A-5 User Radio Subscriber Parts Detail, as amended.</li> <li>Orders processed under the Master Agreement do not change the Contract amount.</li> <li>Orders processed under the Master Agreement shall have no impact on Final System Acceptance or payment milestones.</li> <li>The ten percent (10%) retainage detailed in SECTION 14 PRICE AND PAYMENTS, Part D, will not apply to orders processed under the Master Agreement.</li> <li>Accessories are defined as equipment manufactured by the Provider.</li> <li>Radio Spare Parts are defined as equipment not manufactured by the Provider, equipment manufactured by a third party.</li> <li>Network Equipment is defined as the MSCommNet System excluding subscriber equipment.</li> <li>Standard Vendor Equipment is defined as equipment listed in the Provider's catalog.</li> <li>Non-standard Vendor Equipment is defined as vendor parts and services not listed in the Provider's catalog or not having a Provider's part number.</li> </ul> <p><b>MASTER AGREEMENT TERMS:</b></p> <p>&gt; Reference System Purchase Contract CT 18B 20090520*6293, Exhibit F, Section 2.3.6 Subscriber Unit. The last paragraph of Section 2.3.6. is amended as follows (bolded text indicates modified text):</p> <p style="text-align: center;"><b>2.3.6 SUBSCRIBER UNIT</b></p> <p>Future subscriber unit prices will be in accordance with the unit prices for the specific radio configurations (or similar radio type) as specified in Table A-1: "Project Summary Cost Base" as amended until the Final System Acceptance. From Final System Acceptance until the expiration of the Warranty Period and Extended Warranty Period, subscriber unit prices will be list price less 25%. All future accessories will be list price less 25%. All future user radio spare parts prices will be list price less 10%.</p> <p>&gt; System Purchase Contract CT 18B 20090520*6293, Exhibit A Statement of Work, is amended with the addition of the following:</p> <p style="text-align: center;"><b>5.10 WARRANTY FOR ORDERS PLACED AFTER FINAL SYSTEM ACCEPTANCE</b></p> <p>Equipment delivered for orders placed after Final System Acceptance shall have the standard factory warranty.</p> <p>&gt; System Purchase Contract CT 18B 20090520*6293, Exhibit F Price and Payment Specifications, Section 2.3.10 System Test is amended to read (addition of last sentence - bolded text indicates added text):</p> <p style="text-align: center;"><b>2.3.10 SYSTEM TEST</b></p> <p>The system test will be conducted as scheduled in the Work Plan and in accordance with the System Test Plan. Successful completion of the system test is based on criteria set out in the System Test Plan. Upon successful completion and acceptance of the system test results the Department will accept delivery of all spare equipment. Upon acceptance of delivery the Provider will invoice the Department for the "Spare" (line A41) amount in Table A-1.</p> <p>In addition the Provider will invoice the Department for the amount shown in Table A-1 for "System Test &amp; Acceptance" (line A35) and the remaining twenty percent (20%) of the amount shown in Table A-1 for "System Engineering" (line A47).</p> <p>After Final System Acceptance network equipment unit prices will be list price less 25% for Provider Equipment, 10% for Standard Vendor Equipment, and 0% for Non-standard Vendor Equipment until the expiration of the Warranty Period and Extended Warranty Period.</p> <p><b>ORDER PROCESS:</b></p> <ol style="list-style-type: none"> <li>Department initiates an equipment request to Provider and receives a pricing quote from the Provider.</li> <li>Department initiates a Delivery Order to the Provider. Order is issued electronically via the State Accounting system. Electronic order specifies equipment, delivery site, Delivery Order number (purchase order number) for invoicing and the Provider Master Agreement number (MBP #28198). Delivery Order may reference a Department FootPrints ticket.</li> <li>Provider ships the material as detailed on the Delivery Order. The Department verifies the packing slip and order. Risk of Loss transfers to the Department after verification of packing slip and order.</li> <li>Provider invoices the Department. The invoice must present the Delivery Order number being satisfied.</li> <li>The Department approves the invoice for payment after equipment is received. Title transfers to the Department upon payment of invoice.</li> </ol>
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C. Compliance Statement:

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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D. Schedule Impacts:

No program schedule impacts are anticipated from this change order.
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E. Financial Impacts

No financial impact to the contract from this change order. Orders processed under the Master Agreement do not change the Contract amount.
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F. Harris Approvals:

Signature	Date
TJ Stamas, Project Director	11-19-12

G. State of Maine Approvals:

Signature	Date
Wayne Gallant, Director, Network and Communications Services	12/6/12

State of Maine (MSCommNet)

**Change Request Form**

**A. General Information**

<b>Change Order</b>	CO-160	<b>Date</b>	30-6-2015
<b>Requestor</b>	State of Maine		
<b>Site Name</b>	MaineDOT Integration		

**B. Description of Work:**

<b>Contract Reference</b>	<b>Reason:</b>				
	Equipment and services to support the consolidation of the Maine Department of Transportation (MaineDOT) Low Band System into the Maine State Communications Network (MSCommNet): Repeater Site Consolidation, Interconnect Consolidation and Dispatch Console Replacement.				
	See Attachment A - Harris Statement of Work "MaineDOT Dispatch Center Upgrade and Low Band Base Station Integration"				
	<u>Equipment</u> (Consoles, routers, Interop Gateway, etc.)				\$20,889.00
	<u>Services</u> (Engineering, , testing, project management, warranty)				\$151,565.00
	Equipment & TOTAL reflects the application of the 12-9-2014 Equitable Adjustment Letter, MaineDOT hardware allowance of (\$170,000.00)				
				<b>SUB-TOTAL</b>	<b>\$172,454</b>
	Optional Maintenance:				\$15,131.50
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$2,850.00	\$2,935.50	\$3,009.00	\$3,114.00	\$3,223.00
				<b>TOTAL</b>	<b>\$187,585.50</b>

**C. Compliance Statement:**

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	<b>Yes</b> xxx	<b>No</b>
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**D. Schedule Impacts:**

No program schedule impacts are anticipated from this change order.
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**E. Financial Impacts**

Line Item	Description	From \$'s	Change \$'s	To \$'s
A54 (new line item #)	MaineDOT Integration	\$0.00	\$172,454.00	\$172,454.00
A56 (new line item #)	MaineDOT Optional Maintenance	\$0.00	\$15,131.50	\$15,131.50
	<b>Total</b>	<b>\$0.00</b>	<b>\$187,585.50</b>	<b>\$187,585.50</b>
<b>Additional Notes:</b>				

F. Harris Approvals:

John Hall, Project Director	Signature		Date	
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G. State of Maine Approvals:

John E. Richards, Director of Radio Services	Signature		Date	8/15/15
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**Change Request Form**

**H. General Information**

Change Order #	CO-161	Date	30-6-2015
Requestor	Frequency Change for Bangor and Bomarc Microwave Link Relocation		
Site Name	Bangor and Bomarc		

**I. Description of Work:**

<b>Contract Reference</b>	
<b>Exhibit A, section 1.8, Interconnect System</b>	<p><b>Reason:</b> The 12-9-2014 Equitable Adjustment Letter provided for the move of the Granite Hill to Bolton Hill microwave hop to Bomarc and Bangor RCC. This change order is for the material and labor to change the frequencies of the new Bomarc- Bangor hop. The existing Granite Hill to Bolton Hill frequencies could not be licensed for the Bomarc to Bangor RCC hop. New frequencies were obtained, filed with the FCC and approved. Following the approval, frequency dependent parts were ordered and then installed at the new radio sites (Bomarc and Bangor)</p> <p>This change order includes the following labor/services:</p> <ul style="list-style-type: none"> <li>• Frequency application time</li> <li>• System Engineering</li> <li>• Program Management</li> <li>• Procurement</li> <li>• Drafting to revise the affected drawings with the new frequencies</li> </ul> <p>This change order also includes supplier costs for:</p> <ul style="list-style-type: none"> <li>• Comsearch who made the application for the new frequencies with Bob Isby coordinating</li> <li>• Alcatel for the frequency-dependent parts (list provided here on p.2) to be installed, tuned and tested in the Alcatel Microwave radios)</li> <li>• RCM for the delivery and installation of the frequency-dependent parts at Bomarc and Bangor</li> </ul>
<b>4.5.1</b>	<b>A28 changes to the Interconnect System</b>

**J. Compliance Statement:**

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	Yes xxx	No
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**K. Schedule Impacts:**

No program schedule impacts are anticipated from this change order.

**L. Financial Impacts**

Line Item	Description	From \$'s	Change \$'s	To \$'s
A28	Microwave Interconnect Equipment & Antennae	\$165,019	\$29,090	\$194,109
<b>Total</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>
Additional Notes:				

**M. Harris Approvals:**

	Signature	Date
John Hall, Project Director		

**N. State of Maine Approvals:**

	Signature	Date
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John Richards, Radio Services Director

*John Richards*

8/6/15

Frequency dependent parts order for the frequency change:

Part #	Description	Quantity
3EM04158BT	Filter (XMT 11200-11450) (RCV 10700-10950)	2
3EM04158BH	Filter (XMT 10700-10950) (RCV 11200-11450)	2
3DH04123AN	XMT/RCV OSC ASSY - CRYSTAL 142.7780 / 149.3330	4
155-3093-073	Crystal 142.8667 MHz - 10715 MHz	4
3DH04123AP	XMT/RCV OSC ASSY - CRYSTAL 149.3330 / 156.0000	4
155-3093-086	CRYSTAL 149.5333 MHz SERIES 2.0 KHz OFFS	4

**Change Request Form**

**A. General Information**

<b>Change Order</b>	CO-162	<b>Date</b>	30-06-2015
<b>Requestor</b>	State of Maine		
<b>Site Name</b>	Final Reprogramming Credit		

**B. Description of Work:**

<b>Contract Reference</b>	
<b>Exhibit A s3.2.6</b>	<p><b>Reason:</b> The Department and Harris have agreed on the following approach to the Final Reprogramming of the MSCommNet User Equipment Fleet:</p> <p>The Department will be responsible for and manage all aspects (including all project management, contractor acquisition and management, user scheduling, acquiring facilities across the State, software upgrades, personality updates, pre and post testing, records preparation and signoffs, and end user training) of the Final Reprogramming of the MSCommNet User Equipment Fleet (including all mobile, portable, control station and vehicle repeater system radios).</p> <p>In exchange for the Department accepting these responsibilities Harris will provide a Final Reprogramming Credit in the amount of: <span style="float: right;">\$150,000.</span></p> <p>This Credit may be used for the purchase of Harris products and services.</p>

**C. Compliance Statement:**

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	<b>Yes</b> xxx	<b>No</b>
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**D. Schedule Impacts:**

No program schedule impacts are anticipated from this change order.

**E. Financial Impacts**

Line Item	Description	From \$'s	Change \$'s	To \$'s
A55 (new line item #)	Final Reprogramming Credit	\$0	(\$150,000)	(\$150,000)
<b>Total</b>		<b>\$0</b>	<b>(\$150,000)</b>	<b>(\$150,000)</b>
<b>Additional Notes:</b>				

**F. Harris Approvals:**

John Hall, Project Director	Signature		Date	
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**G. State of Maine Approvals:**

Department of Administrative and Financial Services  
CONTRACT FOR SPECIAL SERVICES – 17th AMENDMENT

BY AGREEMENT of both parties this 4th day of August 2015, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology (OIT) hereinafter called "Department," and Harris Corporation, acting through its RF Communications Division and successor to M/A-COM, Inc., hereinafter called "Provider," is hereby amended as follows:

1. The dollar amount of the contract is decreased by **\$166,187.50** from **\$47,595,172.70** to **\$47,428,985.20**. Reason: Change Orders for de-scope, design changes and equipment.
2. The Systems Purchase Contract Exhibit A Statement of Work and Exhibit F Price and Payment Specifications are amended by the following change orders for de-scope, design changes, and equipment (see attached Change Orders).

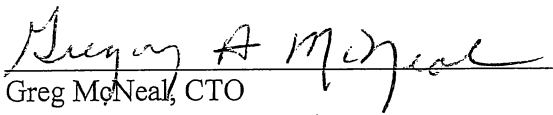
	Change Order	Description of Change	Increase (Decrease)
1	CO-158	Equitable Adjustment December 2014	\$0.00
2	CO-159	Training Credit	(\$133,063.00)
3	CO-160	MaineDOT Equipment and Services	\$187,585.50
4	CO-161	BOMARC to Bangor microwave hop	\$29,090.00
5	CO-162	Final Reprogramming Credit	(\$150,000.00)
6	CO-163	Decommissioning Credit	(\$150,000.00)
7	CO-164	VDOC Site Capacity Augmentation – Initial Research	\$30,000.00
8	CO-165	VDOC Site Augmentation Spectrum Acquisition	\$20,200.00
		<b>Amendment Total</b>	<b>(\$166,187.50)*</b>

\* Credit amount to be used for the purchase of Harris products and services.

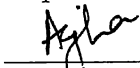
All other terms and conditions of the original contract dated May 22, 2009 and approved June 11, 2009, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this amendment in three (3) originals as of the day and year first above written.

Department: Administrative and Financial Services, OIT

By:   
 Greg McNeal, CTO  
 and

Harris Corporation, acting through its RF Communications Division

By:   
 Anil Jha, VP Program Management

Approved, State Purchases Review Committee \_\_\_\_\_ Date: \_\_\_\_\_

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

System Purchase Contract

**Contract Number (CT):** CT 18B 20090520\*6293 (unencumbered)

**Vendor Code:** VC0000131856

**Old Contract Amount:** \$ 47,595,172.70

**Account Codes:** 047 18F 0112 (BS Acct 0066)

**Amount of Decrease:** \$166,187.50

**New Contract Amount: \$47,428,985.20**

**New Termination Date: 12/31/2020**

Contract continues through the end of the extended warranty period

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STATE OF MAINE ACCOUNT CODING

	Apprvl Date	Amount		Coding		Contract Total
Original Contract	06/11/2009	\$45,602,947.00	\$44,603,094.00	047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,602,947.00
			\$999,853.00	038 18B 2029 01 2641	Encumbered	
Amendment 1	08/04/2010	\$519,060.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$46,122,007.00
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Amendment 11	04/13/2012	\$0.00		n/a	n/a	\$45,981,140.00
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Amendment 13	05/17/2012	\$558,039.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,138,393.00
Amendment 14	01/11/2013	\$36,905.53		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,175,298.53
Funds encumbered			252,000.00	038 18B 2029 02 9076	Encumbered	\$47,175,298.53
Amendment 15	01/10/2013	\$0.00		n/a	n/a	\$47,175,298.53
Funds encumbered	06/07/2013	Paperless Modification	\$56,000	038 18B 2029 02 9076	Encumbered	\$47,175,298.53
Amendment 16	08/07/2014	\$419,874.17		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,595,172.70
Amendment 17	06/30/2015	(\$166,187.50)		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,428,985.20

State of Maine (MSCommNet)

**Change Request Form**

**A. General Information**

<b>Change Order</b>	CO-158	<b>Date</b>	12-09-2014
<b>Requestor</b>	State of Maine		
<b>Site Name</b>	December 2014 Equitable Adjustment		

**B. Description of Work:**

<b>Contract Reference</b>	<b>Reason:</b>
Section 13, Part C	Delays in the project schedule have increased the Department's office and operating expenses while Harris has incurred additional costs for its work with the purchase and delivery or installation of additional network equipment and services.
	<u>DEPARTMENT COSTS</u>
	1. State Project Office Staffing (\$70,000.00 a month for 8 months) \$560,000.00
	2. Legacy system (\$8,150.00 a month for 8 months) \$65,200.00
	<u>TOTAL DEPARTMENT COSTS</u> \$625,200.00
	The following adjustments equitably offset these unanticipated costs:
	<u>HARRIS COSTS</u>
	1. Additional Super Tech Training \$30,000.00
	2. NSC (Network Switching Center) spares allowance \$81,695.00
	3. Solar site propane refueling helo allowance \$35,000.00
	4. MDOT Harris hardware allowance (Maine Dept. of Transportation) \$170,000.00
	5. Move microwave hop from Granite-Belton to Bangor-BOMARC \$152,205.00
	6. CBP Support (Sept 1, 2014 through February 28, 2015) \$100,000.00
	7. Deployment Certification and FairPoint Backhaul Support \$56,300.00
	<u>TOTAL HARRIS COSTS</u> \$625,200.00
	<u>NET FINANCIAL IMPACT OF CHANGE ORDER</u> \$0.00

**C. Compliance Statement:**

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	Yes xxx	No
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**D. Schedule Impacts:**

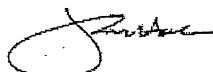
No program schedule impacts are anticipated from this change order.
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**E. Financial Impacts:**

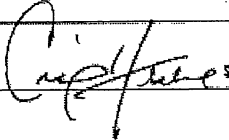
Line Item	Description	From \$'s	Change \$'s	To \$'s
	No financial impacts.			

Additional Notes:

**F. Harris Approvals:**

John Hall, Project Director	Signature:		Date	12-8-2014
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**G. State of Maine Approvals:**

Craig Hitchings, Director of Radio Services	Signature:		Date	12-9-2014
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**Change Request Form**

**A. General Information**

<b>Change Order</b>	CO-159	<b>Date</b>	30-6-2015
<b>Requestor</b>	State of Maine		
<b>Site Name</b>	Training		

**B. Description of Work:**

<b>Contract Reference</b>	
3.3.1	<b>Reason:</b> Changes to training plan. The Training Credit can be used the purchase of Harris products and services.

**C. Compliance Statement:**

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	<b>Yes</b> xxx	<b>No</b>
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**D. Schedule Impacts:**

No program schedule impacts are anticipated from this change order.
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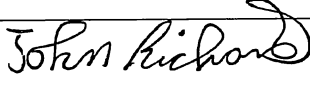
**E. Financial Impacts**

Line Item	Description	From \$'s	Change \$'s	To \$'s
A43	Training	\$422,075.85	(\$133,063.00)	\$289,012.85
	<b>Total</b>	<b>\$422,075.85</b>	<b>(\$133,063.00)</b>	<b>\$289,012.85</b>
<b>Additional Notes:</b>				

**F. Harris Approvals:**

John Hall, Project Director	Signature		Date	
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**G. State of Maine Approvals:**

John E. Richards, Director of Radio Services	Signature		Date	8/6/15
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Department of Administrative and Financial Services  
CONTRACT FOR SPECIAL SERVICES – 18<sup>th</sup> AMENDMENT

BY AGREEMENT of both parties this 2<sup>nd</sup> day of May 2016, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology (OIT) hereinafter called “Department,” and Harris Corporation, acting through its RF Communications Division and successor to M/A-COM, Inc., hereinafter called “Provider,” is hereby amended as follows:

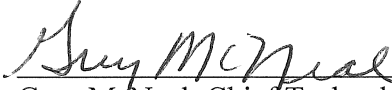
1. The dollar amount of the contract is increased by \$458,466.00 from \$47,428,985.20 to \$47,887,451.20.
2. The Systems Purchase Contract Exhibit A Statement of Work and Exhibit F Price and Payment Specifications are amended by the following change order for VDOC Five Site Upgrade (see attached Change Order).

	Change Order	Description of Change	Increase (Decrease)
1	CO-166	VDOC Five Site Upgrade	\$458,466.00
		<b>Amendment Total</b>	<b>\$458,466.00</b>

All other terms and conditions of the original contract dated May 22, 2009 and Approved June 11, 2009, as amended, remain in full force and effect.

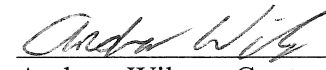
IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this amendment in three (3) originals as of the day and year first above written.

Department: Administrative and Financial Services, OIT

By:   
 Greg McNeal, Chief Technology Officer  
 and

Harris Corporation, acting through its Communications Systems

Segment

By:   
 Andrew Wilson, Contracts Manager

Approved, State Purchases Review Committee \_\_\_\_\_

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

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

System Purchase Contract

**Contract Number (CT):** CT 18B 20090520\*6293 (unencumbered)

**Vendor Code:** VC0000131856

**Old Contract Amount:** \$47,428,985.20

**Account Codes:** 047 18F 0112 (BS Acct 0066)

**Amount of Increase:** \$458,466.00

**New Contract Amount:** \$47,887,451.20

**New Termination Date:** 12/31/2020

Contract continues through the end of the extended warranty period

STATE OF MAINE ACCOUNT CODING

	<b>Apprvl Date</b>	<b>Amount</b>		<b>Coding</b>		<b>Contract Total</b>
Original Contract	06/11/2009	\$45,602,947.00	\$44,603,094.00	047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$45,602,947.00</b>
			\$999,853.00	038 18B 2029 01 2641	Encumbered	
Amendment 1	08/04/2010	\$519,060.00		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$46,122,007.00</b>
Amendment 2	10/13/2010	\$1,975,951.00		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$48,097,958.00</b>
Amendment 3	12/20/2010	\$0.00		n/a	n/a	<b>\$48,097,958.00</b>
Amendment 4	12/30/2010	(\$2,321,646.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$45,776,312.00</b>
Amendment 5	02/23/2011	(\$126,113.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$45,650,199.00</b>
Amendment 6	05/19/2011	(\$15,424.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$45,634,775.00</b>
Amendment 7	06/22/2011	\$0.00		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$45,634,775.00</b>
Amendment 8	08/11/2011	7,180.00		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$45,641,955.00</b>
Amendment 9	08/25/2011	333,251.00		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$45,975,206.00</b>
Amendment 10	10/06/2011	\$5,934.00		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$45,981,140.00</b>
Amendment 11	04/13/2012	\$0.00		n/a	n/a	<b>\$45,981,140.00</b>
Amendment 12	05/17/2012	\$599,214.00	\$561,552.06	047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$46,580,354.00</b>
			\$37,661.94	038 18B 2029 02 9076	Encumbered	
Amendment 13	05/17/2012	\$558,039.00		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$47,138,393.00</b>
Amendment 14	01/11/2013	\$36,905.53		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$47,175,298.53</b>
Funds encumbered			252,000.00	038 18B 2029 02 9076	Encumbered	<b>\$47,175,298.53</b>
Amendment 15	01/10/2013	\$0.00		n/a	n/a	<b>\$47,175,298.53</b>
Funds encumbered	06/07/2013	Paperless Modification	\$56,000	038 18B 2029 02 9076	Encumbered	<b>\$47,175,298.53</b>
Amendment 16	08/07/2014	\$419,874.17		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$47,595,172.70</b>
Amendment 17	01/06/2016	(\$166,187.50)		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$47,428,985.20</b>
Funds encumbered	01/06/2016	Paperless Modification	452,435.00	038 18B 2029 02 9076	Encumbered	<b>\$47,428,985.20</b>
Amendment 18	04/30/2016	\$458,466.00		047 18F 0112 (BS Acct 0066)	Unencumbered	<b>\$47,887,451.20</b>

State of Maine (MSCommNet)  
**Change Request Form**

**A. General Information**

<b>Change Order</b>	CO-166	<b>Date</b>	04-26-2016
<b>Requestor</b>	State of Maine		
<b>Site Name</b>	VDOC Five Site Upgrade		

**B. Description of Work:**

<b>Contract Reference</b>	<b>Reason:</b>
	<p>Equipment and services to upgrade five existing P25 Network 2-channel Voice and Data on Control (VDOC) Radio Frequency (RF) sites to add additional channels at each RF site and to convert the five sites from Project 25 (P25) VDOC to multisite P25 trunking operations.</p> <p>See Attachment A - Harris Statement of Work "Five Site Upgrade from VDOC to multisite Operation", dated April 22, 2016.</p> <p><u>Equipment</u> (Base station radios, racks, cabling, etc.) \$187,000.00</p> <p><u>Installation Services</u> (Installation of equipment at five sites) \$224,750.00</p> <p><u>Additional Services</u> (Repurpose base stations, priority support, testing) \$ 46,696.00</p> <p>Note: Additional services line is inclusive of \$13,000.00 VDOC discount</p> <p style="text-align: right;"><b>TOTAL \$458,446.00</b></p>

**C. Compliance Statement:**

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	<b>Yes</b> xxx	<b>No</b>
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**D. Schedule Impacts:**

No program schedule impacts are anticipated from this change order.
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**E. Financial Impacts**

Line Item	Description	From \$'s	Change \$'s	To \$'s
A57 (new line)	VDOC upgrade equipment	\$0.00	\$187,000.00	\$187,000.00
A58 (new line)	VDOC installation services	\$0.00	\$224,750.00	\$224,750.00
A59 (new line)	VDOC additional services	\$0.00	\$46,696	\$46,696
	<b>Total</b>	<b>\$0.00</b>	<b>\$458,446</b>	<b>\$458,446</b>
<b>Additional Notes:</b>				

**F. Harris Approvals:**

Andrew Wilson, Contracts Manager Public Safety & Professional Communications Harris RF Communications	Signature		Date	04/28/16
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**G. State of Maine Approvals:**

John E. Richards, Director of Radio Services Office of Information Technology State of Maine	Signature		Date	5/1/2016
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Department of Administrative and Financial Services  
CONTRACT FOR SPECIAL SERVICES – 19<sup>th</sup> AMENDMENT

BY AGREEMENT of both parties this 2nd day of November 2016, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology (OIT) hereinafter called "Department," and Harris Corporation, acting through its RF Communications Division and successor to M/A-COM, Inc., hereinafter called "Provider," is hereby amended as follows:

1. The dollar amount of the contract is increased by **\$252,528.64** from **\$47,887,451.20** to **\$48,139,979.84**.
2. The Systems Purchase Contract Exhibit A Statement of Work and Exhibit F Price and Payment Specifications are amended by the following change orders for Space Diversity Upgrade – Three 6GHz Microwave Paths and Part 22 FCC License Pleadings and Filings Professional Services (see attached Change Orders).

	Change Order	Description of Change	Increase (Decrease)
1	CO-167	Space Diversity Upgrade – Three 6GHz Microwave Paths	\$168,528.64
2	CO-168	Part 22 FCC License Pleadings and Filings Professional Services	\$84,000.00
		<b>Amendment Total</b>	<b>\$252,528.64</b>

All other terms and conditions of the original contract dated May 22, 2009 and Approved June 11, 2009, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this amendment in three (3) originals as of the day and year first above written.

Department: Administrative and Financial Services, OIT

By: Sandra P. Saunders  
 Sandra P. Saunders, Director of Communications and Administration

and

Harris Corporation, acting through its Communications Systems Segment

By: Tom Clair  
 Tom Clair, Contracts Manager

Approved, State Purchases Review Committee \_\_\_\_\_

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

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

System Purchase Contract

**Contract Number (CT):** CT 18B 20090520\*6293 (unencumbered) **Vendor Code:** VC0000131856

**Old Contract Amount:** \$47,887,451.20

**Account Codes:** 047 18F 0112 (BS Acct 0066)

**Amount of Increase:** \$252,528.64

**New Contract Amount:** \$48,139,979.84

**New Termination Date:** 12/31/2020

Contract continues through the end of the extended warranty period

STATE OF MAINE ACCOUNT CODING

	Apprvl Date	Amount		Coding		Contract Total
Original Contract	06/11/2009	\$45,602,947.00	\$44,603,094.00	047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,602,947.00
			\$999,853.00	038 18B 2029 01 2641	Encumbered	
Amendment 1	08/04/2010	\$519,060.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$46,122,007.00
Amendment 2	10/13/2010	\$1,975,951.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$48,097,958.00
Amendment 3	12/20/2010	\$0.00		n/a	n/a	\$48,097,958.00
Amendment 4	12/30/2010	(\$2,321,646.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,776,312.00
Amendment 5	02/23/2011	(\$126,113.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,650,199.00
Amendment 6	05/19/2011	(\$15,424.00)		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,634,775.00
Amendment 7	06/22/2011	\$0.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,634,775.00
Amendment 8	08/11/2011	7,180.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,641,955.00
Amendment 9	08/25/2011	333,251.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,975,206.00
Amendment 10	10/06/2011	\$5,934.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$45,981,140.00
Amendment 11	04/13/2012	\$0.00		n/a	n/a	\$45,981,140.00
Amendment 12	05/17/2012	\$599,214.00	\$561,552.06	047 18F 0112 (BS Acct 0066)	Unencumbered	\$46,580,354.00
			\$37,661.94	038 18B 2029 02 9076	Encumbered	
Amendment 13	05/17/2012	\$558,039.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,138,393.00
Amendment 14	01/11/2013	\$36,905.53		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,175,298.53
Funds encumbered			252,000.00	038 18B 2029 02 9076	Encumbered	\$47,175,298.53
Amendment 15	01/10/2013	\$0.00		n/a	n/a	\$47,175,298.53
Funds encumbered	06/07/2013	Paperless Modification	\$56,000	038 18B 2029 02 9076	Encumbered	\$47,175,298.53
Amendment 16	08/07/2014	\$419,874.17		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,595,172.70
Amendment 17	01/06/2016	(\$166,187.50)		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,428,985.20
Funds encumbered	01/06/2016	Paperless Modification	452,435.00	038 18B 2029 02 9076	Encumbered	\$47,428,985.20
Amendment 18	04/30/2016	\$458,466.00		047 18F 0112 (BS Acct 0066)	Unencumbered	\$47,887,451.20
Amendment 19	11/2/2016	\$252,528.64		047 18F 0112 (BS Acct 0066)	Unencumbered	\$48,139,979.84

State of Maine (MSCommNet)  
**Change Request Form**

**A. General Information**

<b>Change Order</b>	CO-167	<b>Date</b>	11-02-2016
<b>Requestor</b>	State of Maine		
<b>Site Name</b>	Space Diversity Upgrade – Three 6GHz Microwave Paths		

**B. Description of Work:**

Contract Reference	Reason:						
	<p>Equipment and services to upgrade three 6GHz microwave paths (Granite Hill to/from Coggan’s Hill, Coggan’s to/from Mt. Ephraim and Mt. Ephraim to/from BOMARC) to space diversity operation to address performance impairment due to atmospheric fading.</p> <p>See Attachment: Harris’ October 4, 2016 proposal to “update three hops of microwave on the MSCOMMNET system” with updated October 25, 2016 Quote reflecting an additional cost “delta for the antenna and ice shield work” and the associated Nokia “State of Maine- Space Diversity Upgrade” Statement of Work dated October 4, 2016.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Equipment &amp; Installation Services (Filters, antennas, feedline, etc.)</td> <td style="text-align: right;">\$137,028.64</td> </tr> <tr> <td>Harris Oversight</td> <td style="text-align: right;">\$31,500.00</td> </tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td> <td style="text-align: right;"><b>\$168,528.64</b></td> </tr> </table>	Equipment & Installation Services (Filters, antennas, feedline, etc.)	\$137,028.64	Harris Oversight	\$31,500.00	<b>TOTAL</b>	<b>\$168,528.64</b>
Equipment & Installation Services (Filters, antennas, feedline, etc.)	\$137,028.64						
Harris Oversight	\$31,500.00						
<b>TOTAL</b>	<b>\$168,528.64</b>						

**C. Compliance Statement:**

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	<b>Yes</b> xxx	<b>No</b>
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**D. Schedule Impacts:**

No program schedule impacts are anticipated from this change order.
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**E. Financial Impacts**

Line Item	Description	From \$'s	Change \$'s	To \$'s
A60 (new line)	Three Path Space Diversity Upgrade	\$0.00	\$168,528.64	\$168,528.64
	<b>Total</b>	<b>\$0.00</b>	<b>\$168,528.64</b>	<b>\$168,528.64</b>
<b>Additional Notes:</b>				

**F. Harris Approvals:**

Tom Clair Contracts Manager Communication Systems Segment/ Harris Corporation	Signature	<i>Tom Clair</i>	Date	11/7/2016
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**G. State of Maine Approvals:**

John E. Richards, Director of Radio Services Office of Information Technology State of Maine	Signature		Date	
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State of Maine (MSCommNet)  
**Change Request Form**

**A. General Information**

<b>Change Order</b>	CO-168	<b>Date</b>	10-07-2016
<b>Requestor</b>	State of Maine		
<b>Site Name</b>	Part 22 FCC License Pleadings and Filings Professional Services		

**B. Description of Work:**

Contract Reference	Reason:
	<p>Part 22 FCC License Pleadings and Filings Professional Services including:</p> <ul style="list-style-type: none"> <li>a. Interface with FCC on behalf of the State to reinstate Part 22 Licenses terminated for cause, by the Commission.</li> <li>b. Author and File on behalf of the State required 2<sup>nd</sup> Built-Out Construction Notifications.</li> <li>c. File Site-Specific Applications for Sites above Line A with FCC and follow-up as needed for Canadian Concurrence Engineering Showings.</li> <li>d. Submit Modified 2<sup>nd</sup> Built-Out Construction Notifications upon Site-Specific Authorizations Grants.</li> </ul> <p>See Attachment: Harris' "Part 22 License Recovery and FCC Construction Notification Support" proposal, dated October 4, 2016.</p> <p>Professional Services <span style="float: right;">\$84,000</span></p> <p style="text-align: right;"><b>TOTAL \$84,000</b></p>

**C. Compliance Statement:**

This change order is in compliance with the System Purchase Contract Technical Specifications. If No, Explanation as follows:	<b>Yes</b> xxx	<b>No</b>
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**D. Schedule Impacts:**

No program schedule impacts are anticipated from this change order.
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**E. Financial Impacts**

Line Item	Description	From \$'s	Change \$'s	To \$'s
A61 (new line)	Part 22 FCC License Pleadings and Filings Services	\$0.00	\$84,000	\$84,000
	<b>Total</b>	<b>\$0.00</b>	<b>\$84,000</b>	<b>\$84,000</b>

Additional Notes:

**F. Harris Approvals:**

Tom Clair Contracts Manager Communication Systems Segment/ Harris Corporation	Signature	<i>Tom Clair</i>	Date	11/2/2016
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**G. State of Maine Approvals:**

John E. Richards, Director of Radio Services Office of Information Technology State of Maine	Signature		Date	
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## GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

### 1. WARRANTY: Contractor warrants:

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

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within 1 year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

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

3. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, The Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

5. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. Division of Purchases at its option may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

## GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

6. **INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing purchase order number, vendor number and other essential particulars, must be forwarded promptly to the ordering agency concerned by the vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

7. **ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this agreement because of the inability of the parties to agree on an adjustment or adjustments.

8. **DEFAULT:** The Division may terminate the whole or any part of this agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

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

9. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. **INTERPRETATION:** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

11. **DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this agreement and the fulfillment of this agreement on the part of the contractor.

12. **ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this agreement.

## GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

13. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, its divisions, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement.

14. **SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the contractor to solicit or secure this agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

15. **WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of contractor with respect to such future performance shall continue in full force and effect.

16. **MSDS:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current material safety data sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

17. **COMPETITION:** By accepting this Purchase Order, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.