

NEW

**State of Maine****Master Agreement****Effective Date:** 01/01/18**Expiration Date:** 12/31/19**Master Agreement Description:** Managed Services Contract for Oracle - Platform as a Service**Buyer Information**

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

**Issuer Information**

JOAN BOLDUC 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

**Requestor Information**

Jeff Jordan 207-621-5093 ext. jeffrey.a.jordan@maine.gov

**Authorized Departments**

ALL

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC1000000839

**Vendor Name**

ROLTA ADVIZEX TECHNOLOGIES LLC

**Alias/DBA****Vendor Address Information**

164 MIDDLESEX TURNPIKE

BURLINGTON, MA 01803-4419

US

**Vendor Contact Information**

MIKE COVELL

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MCOVELL@ADVIZEX.COM

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** ROLTA ADVIZEX TECHNOLOGIES LLC

**Commodity Line #:** 1

**Commodity Code:** 96258

**Commodity Description:** Managed Services Contract for Oracle - Platform as a Service

**Commodity Specifications:** As per the specifications attached and made part of this agreement.

**Commodity Extended Description:** Agency to obtain quote/invoice from vendor, then create DO against the MA (make sure to attach copy of vendor's quote/invoice). If your order is under \$5,000.00, you will need to e-mail it to the vendor. If more than \$5,000.00, Procurement Buyer will e-mail to the vendor.

<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	01/01/18	12/31/19
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

## Terms and Conditions

### **Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

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

THIS AGREEMENT, made this 15th day of December, 2017, is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and Rolta AdvizeX Technologies, LLC, located at **6480 Rockside Woods Blvd. St., Suite 190, Independence, OH 44131**, hereinafter called "Provider", for the period of **January 01, 2018 to December 31, 2019**. This contract also allows for 3 one year renewals.

The AdvantageME Vendor/Customer number of the Provider is VC#1000000839

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 E - RFP 201704077 Data Warehouse Support Services.doc (by reference)
- Rider F - SoME RFP 201704077 AdvizeX Response 1\_61.pdf (by reference)
- Rider G – Identification of Country in Which Contracted Work will be Performed
- Attachment 1 - Service Level Agreement

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

Provider: Alwyn A. Santos

By: Alwyn A. Santos  
Alwyn Santos, Consulting Manager, Cloud Managed Services

Date: 12/20/2017

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

By: Jim Smith  
Jim Smith, Chief Information Officer

Date: 12-20-17

**Total Agreement Amount \$ \$ 173,685.00**

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 Purchases.

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

**US Only Cloud Managed Service Support Services for:  
Compute-Nodes, Oracle Databases and Corente Gateway and Appnet MGR**

**1. Oracle PaaS Environments**

**1.1 Base Oracle PaaS Environments**

- Two Identity Domains
- Two Oracle Databases: (One Production, One Non-Production)
- Two Operating Systems: (One Production and One Non-Production)
  - Three Oracle IaaS Storage Pools:
    - Total DAFS Storage Services Sizes: Currently 3 TB each with growth planned
- Two Routers:
  - Corente Gateway
  - Corente Appnet MGR

**1.2 Add-on/Incremental Services**

- Additional Oracle Database - Non-Production
- Additional Compute-Node - Linux Operating System (Storage) Non-Production

**2. Service Descriptions Compute-Node Administration - Linux Operating Systems Managed Services Support**

Rolta AdvizeX will provide 24 X 7 X 365 Linux Operating System monitoring and administration for the Client's Linux Operation Systems environment as listed in Section 1. Scope

<b>Compute-Node Linux Operating System Service Catalog</b>
24x7 Monitoring
System resource, performance, and capacity threshold monitoring and response
Review system and other logs for warnings and errors
Critical process, scheduled job, and service monitoring
Perform system startup, shutdown, and reboot procedures
Start/stop processes, daemons, and services
Print queue monitoring
Maintain system inventory
Utilization and threshold reporting
User administration and file/directory permissions management
Add, configure, and remove storage from hosts
Vendor escalation



AGREEMENT TO PURCHASE SERVICES (BP54-IT)

Problem remediation
In release patching and upgrades
Kernel updating (Linux only)
New feature analysis
Performance tuning
Capacity planning
Root cause analysis
Architectural reviews and strategic guidance
Security & Compliance

**2.1.1 24x7 Monitoring**

- Rolta AdvizeX uses its proprietary monitoring solution to watch the client systems 24/7 connected to our Incident Management system.

**2.1.2 System resource, performance, and capacity threshold monitoring and response**

- Monitor system resources such as CPU, Memory and Disk I/O performance as well as disk and file system capacities.

**2.1.3 Host level hardware event monitoring including CPU, memory, NIC, and Fiber channel cards**

- Monitor the following server subsystem and components, especially for hardware faults reported at the OS layer. Monitor for capacity and utilization of server resources, namely, CPU, Memory, and Disk

**2.1.4 Review system and other logs for warnings and errors**

- Monitor and administer server / OS level Event logs, message queues, and screens
- Monitor compute node for errors, failures and anomalies. Address identified issues accordingly.

**2.1.5 Critical process, scheduled job, and service monitoring**

- Our analysts will execute known solutions to known problems on supported systems such as restarting failed processes and re-scheduling jobs.
- Terminate processes running on the system as requested by the Client or as needed
- Manage and monitor the OS subsystem processes (Ex. cron, syslog ...)
- Maintain crontab files for root
- Administrator cron access and control

**2.1.6 Perform system startup, shutdown, and reboot procedure**

- Our analysts will bring up and shut down environments upon request or when an incident necessitates it.

**2.1.7 User administration and file/directory permissions management**

- Maintain user access for VMs via user accounts and/or key management as well as privilege authorization via tools such as SUDO.
- Add users to the operating system
- Modify user details
- Control and manage super user access to the system
- Maintain the .profile files.
- Maintain and customize initialization files.

**2.1.8 Maintain system inventory**

- Rolta AdvizeX will maintain a full system inventory of all Server, Storage and network components

**2.1.9 Add, configure, and remove storage from hosts**

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

- Manage root volume and all OS volumes/filesystems attached to the compute node.

### 2.1.10 Vendor Escalation

- Escalation to Oracle as needed to resolve issues and bug fixes when needed.

### 2.1.11 In release patching and upgrades

- Rolta AdvizeX will apply all in-release patches to the support environments. In-release patching is defined as patching that does not change the release number and only requires minimal support level.
- Eliminate vulnerabilities and address bugs by patching compute node Operating Systems on a quarterly basis. All Critical, Severe, and High vulnerabilities will be remediated. Oracle publishes the quarterly CPUs. Coordinating with SoME, we can create a schedule suitable for applying these.
- All CRITICAL and IMPORTANT security patches (top two levels identified by vendor) limited to one patching session per month, and any patches that will fix an identified root cause issue in the environment
- **Migrate the OS to a new version based on Oracle supportability matrix once a year.**

### 2.1.12 New feature analysis

- Rolta AdvizeX will provide white papers and Rolta presentations as well as case studies of new features that assist out client to determine if to undertake the expenditure of implementation.

### 2.1.13 Performance tuning

- **Monitor compute node for performance issues and address identified issues accordingly.**
- **Maintain a baseline performance metrics.**
- Rolta AdvizeX will apply a basic triage to ensure performance metrics are maintained for the system. This includes adjustments of the most common performance-management settings in the supported environment.

### 2.1.14 Capacity planning

- Capacity planning support measures the extent to which the current IT infrastructure is being used, looking for underutilized and over-utilized resources and highlighting these so that re-allocation or additional resources may be considered and budgeted.

### 2.1.15 Root cause analysis

- Rolta AdvizeX will determine the root cause of an incident and provide a written answer explaining the event.

### 2.1.16 Architectural reviews and strategic guidance

- The strategic review expands upon the health check and security audits and evaluates the current technologies implemented at our clients and compares them again industry trends and our client's evolving needs. When considering moving to the cloud, or implementing a new SAN, the strategic review can help ensure that all IT expenditure is consistent with overall corporate goals.

### 2.1.17 Security & Compliance

- Compliance with State's Remote Hosting Policy is mostly directed to the Cloud provider, Oracle. As SoME's Managed Services Provider...
  - Rolta AdvizeX will generate a quarterly compute-node vulnerability report.
  - Rolta AdvizeX will comply with the hardening standards put forth by Tenable and will remediate findings exposed by the software within a 90-day period.
  - Rolta AdvizeX will monitor for supported Oracle Linux and database versions so SoME is kept abreast and stays in compliance with Oracle Support. See also Patching and Upgrades above.
  - Rolta AdvizeX will participate in a DR exercise once a year provided that SoME already has one setup.
  - Rolta AdvizeX will maintain SoME's current backup schedule and make recommendations for improvement based on best practices.
  - Rolta AdvizeX will participate in scheduled and random audits if conducted by SoME and Rolta AdvizeX will remediate any findings related to Managed Services from such an audit.

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- Rolta AdvizeX requires that all their Managed Services staff take database privacy training once a year.
- Rolta AdvizeX will adhere to SoME’s Change Manage procedure.

**2.2 Oracle Database Managed Services**

Rolta AdvizeX will provide 24 X 7 X 365 Oracle Database monitoring and support for the Client’s Cloud Database environment as listed in section 1. Scope

The follow services are included:

<b>Oracle Database (Production and Non-Production) Service Catalog</b>
24/7 Monitoring
Alert, Trace, and Event Log Monitoring
Client Portal Access
Start / Stop Environment
Incident Resolution
Assigned DBA
Installations
User and Role Management
Backup Management
Space Management and Capacity Monitoring
Database Schema and Object Management
Daily/Weekly/Monthly Checks
Database Patching
Basic Scripting
Security Management
Disaster Recovery Planning & Protection
Database Performance Monitoring
Instance and Session Configuration
Instance Tuning
In depth RCA
Upgrades
Capacity Planning
Mentoring
New Feature Analysis
Database Security Review
Vendor Escalation & Service Requests (SR)
Strategic Review
Archive/Partition Management

**2.2.1 24/7 Monitoring**

- Rolta AdvizeX uses its proprietary monitoring solution to watch the client systems 24/7 connected to our Incident Management system.

**2.2.2 Alert, Trace, and Event Log Monitoring**

- Rolta AdvizeX will monitor, review and make recommendations for all errors and events found in the Oracle database alert logs, trace files, and event logs for each monitored environment daily.

**2.2.3 Client Portal Access**

- Our clients have 24/7 access to our Client Portal with detailed reports on all aspects of the Rolta AdvizeX Managed Services operation.

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

### 2.2.4 Start / Stop Environment

- Our analysts will bring up and shut down environments upon request or when an incident necessitates it.

### 2.2.5 Incident Resolution

- Our analysts will execute known solutions to known problems on supported systems such as restarting failed processes and re-scheduling jobs. This also includes resource contention resolution and space management to keep the production systems operational.

### 2.2.6 Assigned DBA

- Rolta AdvizeX will provide a dedicated Service Delivery Manager (SDM) to act as a single point of contact to the entire Rolta AdvizeX organization.

### 2.2.7 Installations

- Rolta AdvizeX will install new options from the software vendor, such as the Oracle Java option or official RPM modules to a Linux environment.

### 2.2.8 User and Role Management

- Rolta AdvizeX will manage user accounts and roles, creating and removing them and verifying which ones are still in use. The granular application of roles is also covered with this support level.

### 2.2.9 Backup Management

- Rolta AdvizeX will monitor backups with our automated tools and re-execute failed processes. Depending on the technology solution used, Rolta AdvizeX may also be able to detect gaps in the backup system and correct them without client intervention.
- Rolta AdvizeX will work with SoME to perform once a year testing of the backups ensuring recoverability. Hence, satisfying the RPO and RTO requirements of SoME.

### 2.2.10 Space Management and Capacity Monitoring

- Rolta AdvizeX will monitor, review, and resolve database space management and capacity issues for all monitored environments according to usual and customary database management practices

### 2.2.11 Database Schema and Object Management

- Rolta AdvizeX will provide user schema and object management for the SoME's monitored environments. This service provides notification of invalid objects, disabled constraints, disabled or invalid database triggers, space and resource allocation constraints for user accounts and user account management. Rolta AdvizeX will notify the SoME for issues discovered in monitoring user schemas and objects monthly.
- Object management includes checking which objects in a database require reorganization, the collection of database statistics and index rebuilds.

### 2.2.12 Daily/Weekly/Monthly Checks

- Rolta AdvizeX has a standard checklist that ensures smooth operation of production systems to be executed daily, weekly and monthly. This is an important additional manual step to back up our automated support systems to ensure optimal operation.

### 2.2.13 Database Patching

- Rolta AdvizeX will provide in-release patch management for the Oracle database related to paragraph 1.1 of Exhibit A. In-release database patch management is defined as patches applied to an Oracle database where the in-release version 10.2.0.X could be patched to a higher in-release version such as 10.2.0.Y. The in-release patches would be covered under the Silver Managed (DBA) Support when required to address specific production level issues.

### 2.2.14 Basic Scripting

- Rolta AdvizeX will spend up to two hours creating operating shell scripts to perform basic tasks. Existing script may also be re-worked.

### 2.2.15 Security Management

- Security Management expands upon user-management with a comprehensive set of additional features to ensure data is kept secure and consistent. Security Management includes setting password complexity and



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expiry policies for all supported systems, and checking for suspicious activity, as well as unauthorized use of privileged accounts. Rolta AdvizeX brings trained analysts and a rich toolset to provide high levels of security to any production environment.

- Rolta AdvizeX will generate a quarterly database vulnerability report.
- Rolta AdvizeX will remediate findings exposed by Tenable. A remediation plan will be completed within a 90-day period

### **2.2.16 Disaster Recovery Planning & Protection**

- Disaster Recovery and planning expands upon backup management with additional features to ensure that the backup and recovery strategy of the supported environments matches the business continuity policies of the organization. Features here include gap management of standby systems to ensure that a complete mirror production environment is always available.

### **2.2.17 Database Performance Monitoring**

- Rolta AdvizeX will provide monitoring and analysis of database statistics on a regular and predefined basis relative to providing information about conditions in the database that may reflect database performance issues in the monitored environments. Performance issues identified by Rolta AdvizeX shall be brought to SOME's attention and written recommendations for performance improvements will be made monthly or as frequently as discovered from monitoring activities. The types of statistics and frequency that these statistics are to be monitored will be determined at the sole discretion of Rolta AdvizeX according to usual and customary database management practices.

### **2.2.18 Instance and Session Configuration**

- Rolta AdvizeX will provide monitoring and review of instance and session level configuration on a monthly basis. This service will include making written recommendations for instance and session configuration changes that will provide improvements in the monitored database environments for recoverability, manageability, and performance.

### **2.2.19 Instance Tuning**

- Rolta AdvizeX brings its twenty years of expertise in tuning production systems to bear for our Enterprise clients. Not just basic instance tuning but an in-depth analysis of every moving part of the system and a remedy plan organized into a priority list. Solutions might include leveraging new options, deployment of materialized views or suggestions for reworking code. This option is suited for systems requiring the most demanding tuning.

### **2.2.20 In depth RCA**

- Rolta AdvizeX will determine the root cause of an incident and provide a written answer explaining the event.
- Our in-depth RCA is performed by our Expert team in the U.S. who have over 15 years of experience in the technologies they support.

### **2.2.21 Upgrades**

- **Apply minor database upgrades, up to 4 times a year**
- **Migrate the database to a new version based on Oracle supportability matrix once a year.**
- Upgrades are included where the underlying hardware (and operating system) does not change. For example, Oracle systems may be upgraded from 11g to 12c

### **2.2.22 Capacity Planning**

- Capacity planning support measures the extent to which the current IT infrastructure is being used, looking for underutilized and over-utilized resources and highlighting these so that re-allocation or additional resources may be considered and budgeted.

### **2.2.23 Mentoring**

- With Enterprise support, the full knowledge of our Managed Services organization is made available to our clients. Rolta AdvizeX's most senior analysts may be called upon to teach best practices and techniques, and

**AGREEMENT TO PURCHASE SERVICES (BP54-IT)**

will demonstrate how best to implement new technologies using our vast experience in the field and our close relationship to the vendors.

**2.2.24 New Feature Analysis**

- Rolta AdvizeX will provide white papers and Rolta presentations as well as case studies of new features that assist out client to determine if to undertake the expenditure of implementation

**2.2.25 Database Security Review**

- Rolta AdvizeX will provide annual analyses of database security for each monitored environment. This service will provide the client with written recommendations for necessary improvements in the security configuration for the database and user accounts. This service shall not be deemed to be a guarantee for security of the covered database environment but shall seek to advise the client about security related problems that Rolta AdvizeX has identified.
- The security audit expands upon the Security Management by examining every part of the technology stack and evaluating it against known attack vectors and best practices.

**2.2.26 Vendor Escalation and Service Requests (SR)**

- Rolta AdvizeX will open and manage all Service Requests (SR) with Oracle technical support that are raised to address Oracle software support issues. If SR resolution takes more than 8 hours of charged time per individual SR, the additional time will be charged to the Managed Services Task Pack after approval from the client.

**2.2.27 Strategic Review**

- The strategic review expands upon the health check and security audits and evaluates the current technologies implemented at our clients and compares them again industry trends and our client’s evolving needs. When considering moving to the cloud, or implementing a new SAN, the strategic review can help ensure that all IT expenditure is consistent with overall corporate goals.

**2.2.28 Archive/Partition Management**

- Rolta AdvizeX will provide assistance with the execution of SoME’s archival/partition process provided that a set of detailed steps/plan is already in place to manage such a task.

**2.3 Corente Gateway Managed Services Support**

Provider will provide 24 X 7 X 365 Corente Services Gateway using Corente Appnet MGR along with monitoring and support for the Department’s Corente environment as listed in Section 1. Scope

<b>Corente Gateway and Appnet MGR Service Catalog</b>
24x7 up/down monitoring
System log, hardware performance, and traffic threshold monitoring
User level authentication and access management
Maintain user inventory
Problem response and Change Management
Routing and other user connectivity issue identification
User configuration restores and configuration management
Network access and end user VPN management
Vendor escalation
In-release Software/firmware patching and upgrades
Root cause analysis
Rules Administration

**2.3.1 24X7 up/down monitoring**



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- Rolta AdvizeX uses its proprietary monitoring solution to watch the client systems 24/7 connected to our Incident Management system.

**2.3.2 System log, hardware performance, and traffic threshold monitoring**

- Rolta AdvizeX will monitor, review and make recommendations for all errors and events found in the Corente logs, trace files, and event logs for each monitored environment daily.

**2.3.3 User level authentication and access management**

- Rolta AdvizeX will manage user accounts, creating and removing them and verifying which ones are still in use.

**2.3.4 Maintain user inventory**

- Rolta AdvizeX will maintain an inventory of user's name and access privileges.

**2.3.5 Problem response and Change Management**

- Our analysts will execute known solutions to known problems on supported systems

**2.3.6 Routing and other user connectivity issue identification**

- Managed and resolve routing and user connectivity issues

**2.3.7 User configuration restores and configuration management**

- Managed user configurations and access. Restore users access

**2.3.8 Network access and end user VPN management**

- VPN Tunnel maintenance and support

**2.3.9 Vendor escalation**

- Escalation to Oracle as needed to resolve issues and bug fixes

**2.3.10 In-release Software/firmware patching and upgrades**

- Corente product patches and/or upgrades

**2.3.11 Root cause analysis**

- Our in-depth RCA is performed by our Expert team in the U.S. who have over 15 years of experience in the technologies they support

**2.3.12 Rules Administration**

- Corente Rule Administration will include management and configuration support

**3. Fees and Charges**

**3.1 Oracle Database, Linux Operating Systems and Corente Gateway Monthly Levels and Fees.**

Billing and Payment Terms are defined in the above referenced Managed Services Order ("MS SO"). The monthly allocation of Base Monthly Fees and Support Units payable under the referenced MS SO shall be as follows:

Support / Service Area	Fee Basis	Supported Entity Count	Base Annual Fee	Comments
Oracle Database	\$5,877,00/month Fixed	Up to 2 Oracle Databases	\$70,524	Oracle Database Monitoring and Administration services for: <ul style="list-style-type: none"><li>• (1) Production Oracle Databases</li><li>• (1) Non-Production Oracle Database</li></ul>

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Linux Operating System	Included	Up to 2 Linux Operating Systems		Linux Operating Systems Monitoring and Administration services for: <ul style="list-style-type: none"> <li>(1) Production Linux Operating Systems</li> <li>(1) Non-Production Linux Operating System</li> </ul>
Corente Gateway & Appnet	Included	Up to 2 Routers		Corente Monitoring and Administration services for: <ul style="list-style-type: none"> <li>(1) Production Corente Gateway</li> <li>(1) Production Corente Appnet MGR</li> </ul>
Task Pack – Support Units	Included	N/A	0	Support Units Monthly – Additional support units Above these are billed at the “Time and Materials Rate” specified below.
<b>Total – Base Recurring Charges</b>	<b>\$ 5,877.00/month</b>		<b>\$70,524.00</b>	
<b>Total – Add-on Oracle Database Non-Production</b>	<b>\$738.00/month</b>	<b>1</b>	<b>\$8,856.00</b>	
<b>Total –Add-on Computer Node Non-Production</b>	<b>\$450.00/month</b>	<b>1</b>	<b>\$5,400.00</b>	
<b>Total – Recurring Charges</b>	<b>\$7,065.00</b>		<b>\$ 84,780.00</b>	
<b>Total - 2 Year Support Services</b>			<b>\$ 169,560.00</b>	
<b>Professional Services – as requested only</b>	<b>\$165.00/hour</b>	<b>25</b>	<b>\$4,125.00</b>	For all consulting services considered out of scope or by reference. Service requests only
<b>TOTAL CONTRACT</b>			<b>\$173,685.00</b>	

Table 1-1

**3.2 Incremental Services**

Database instances, Linux Operating Systems and Corente Gateway/Appnet MGR can be added to or removed from support by the client on a monthly basis. The Schedule of Add-On fees will be to recalculate the monthly reoccurring fee when the database instance, Linux Operating Systems or Corente Gateway/Appnet MGR count changes

**3.2.1 Schedule of Add-On Fees**

<b>Technology Additions (Production &amp; Non Production)</b>		
Additional Oracle Database - Production	1	\$1017.00
Additional Oracle Database - Non-Production	1	\$738.00
Additional Compute-Node - Linux Operating System (Storage) - Production	1	\$864.00



AGREEMENT TO PURCHASE SERVICES (BP54-IT)

Additional Compute-Node - Linux Operating System (Storage) Non-Production	1	\$450.00
Additional Corente Gateway - Production	1	\$864.00
Additional Corente Appnet MGR - Production	1	\$864.00

**3.2.2 Incremental Add-On Services**

3.2.2.1 Rolta AdvizeX will allow the client to add additional Supported Entities upon acceptable of an amendment to this Rider A that list the applicable additional fees in section 1.2.1

3.2.2.2 SLA provisions will not apply to additional Supported Entities that have not been accepted by Rolta AdvizeX in a fully executed Amendment to this Rider A.

3.2.2.3 Rolta AdvizeX must accept responsibility of all add-on Support Entities per this Section of this Rider A prior to work commencing.

3.2.2.4 The Client may cancel any incremental Add-on services per section 1.2 of this Rider A with 30-day advance written notice.

**3.2.3 Incremental Removal of Services**

3.2.3.1 Rolta AdvizeX will allow the client to reduce the number of Supported Entities. In the event of a reduction in Support Entities the pricing in Table 1.1 will be reduced in accordance with the fee schedule in table 1.2.1 for the particular Support Entities that is no longer being supported by Rolta AdvizeX

3.2.3.2 The Client must give 30-day advance written notice of a reduction in the number of support Entities

3.2.3.3 The minimum number of Support Entities that the contract can be reduced to is original scope of the entities per service area as documented in Section 1.1

**3.3 Professional Services**

The State of Maine may on occasion request professional services. This contract includes up to 25 hours of professional services. Invoicing for professional services is monthly based on services requested and approved.

**Note: Please see Attachment 1 for the following:**

1. Service Level Agreements
2. 24x7 Alert Response Coverage and Service Delivery Manager
3. Supported Entities and Service Delivery
4. Access Rights to Department Environment
5. Manufacturer Support Requirements

**RIDER B-IT**

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$           \$ 173,685.00          

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

Monthly \$7,065.00 recurring charge plus \$165.00/hour of requested Professional Services (up to 25 hours) based on rates for services provided in Rider A Section 3: Fees and Charges

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: Ellen Lee  
Title: Director, Vendor Management Office  
Address: 51 Commerce Drive, Augusta ME 04330  
Telephone: 207-624-0822  
E-mail address: [ellen.lee@maine.gov](mailto:ellen.lee@maine.gov)

The following individual is designated as the Contract 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: Jeffrey Jordan  
Title: Deputy Associate CIO, Applications Services  
Address: 51 Commerce Drive, Augusta ME 04330  
Telephone: 207-621-5093  
E-mail address: [Jeffrey.a.jordan@maine.gov](mailto:Jeffrey.a.jordan@maine.gov)

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

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

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

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

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein,

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without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;

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

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

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

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

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



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

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

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

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

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

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

1. **Minimum Coverage**

1. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

A) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;

B) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;

C) Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$5,000,000, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

**38. ACCESSIBILITY** All IT products must be accessible to persons with disabilities, and must comply with 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/policies) effective at the time this Agreement is executed

**40. CONFIDENTIALITY**

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

**41. OWNERSHIP**

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

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

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

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

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.

2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

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

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



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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

**2. INVOICES AND PAYMENTS:**

The second paragraph in Section 2 is deleted in its entirety and replaced with the following language that removes the references to retainage:

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.

**13. TERMINATION**

The first paragraph in Section 13 is deleted in its entirety and replaced with the following:

Either party may terminate this Agreement for convenience upon ninety (90) days written notice to the other party. In the event of termination, the parties agree to negotiate any adjustment to compensation to Provider or refund to the Department.

The performance of work under this Agreement may be terminated by either party for a material breach of the Agreement that has not been cured by Provider within thirty (30) days of receipt of notice of the breach. Any termination for cause 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.

Subsection 6 in section 13 is deleted in its entirety and replaced with the following:

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 Department files, source code, data manuals, or other documentation, in any form created solely and specifically for Department, that relate to all the work completed, or in progress, prior to the Notice of Termination.

**16. STATE HELD HARMLESS**

Sections 16 is deleted in their entirety and replaced with the following:

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

**17. LIMITATION OF LIABILITY**

Sections 17 is deleted in their entirety and replaced with the following:

The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be up to a maximum of \$400,000. This limitation of liability does not apply to Provider's indemnity obligations under section 16.

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

**20. INSURANCE REQUIREMENTS**

Section 20, Subsection 1 ("Minimum Coverage") 1. is deleted in its entirety and replaced with the following:

1. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
  - A) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
  - B) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
  - C) Data breach expenses, in an amount not less than \$5,000,000, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
    - C.1) Consumer notification, whether or not required by law;
    - C.2) Forensic investigations;
    - C.3) Public relations and crisis management fees; and
    - C.4) Credit or identity monitoring, or similar remediation services.

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

2. Workers' Compensation and employer's liability, as required by law;
3. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;



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4. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
  5. Crime, in an amount not less than \$1,000,000 (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
  6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
2. Other Provisions Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
1. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
  2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  3. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
  4. All policies should contain a revised cancellation clause allowing thirty (30) days' notice to the Department in the event of cancellation for any reason, including nonpayment.
  5. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

**34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS**

The following is added to section 34:

3. In the event that such claims are brought (or either of the Parties becomes aware that such a claim may be asserted) against the Department with respect to a Provider deliverable, Provider shall have the right and option, in its sole discretion and at its expense, to (i) procure for Department at Provider's expense the right to use the allegedly infringing material; (ii) modify the allegedly infringing material so that it is not infringing; and/or (iii) require Department to cease using such allegedly infringing material.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

4. Provider shall have no liability or obligation to Department pursuant to this Section 34 with respect to any such claim, based upon: (i) software not developed by Provider; (ii) the combination of a deliverable with any hardware, software or other technology not developed by Provider; (iii) the modification of a deliverable by any person other than Provider; (iv) Department's misuse of a deliverable, or Department's failure to use a modified or new deliverable where the use of the new or modified deliverable would have avoided the infringement claim; or (v) specifications developed by Department. This provision sets forth each Party's entire liability and the other Party's sole and exclusive remedy with respect to any alleged intellectual property infringement by any Deliverable.

**35. PRODUCT WARRANTY**

The first sentence in Section 35 is deleted in its entirety and replaced with the following:

The Provider expressly warrants its services for thirty (30) days from their delivery to the Department.

**39. STATE IT POLICIES**

Section 39 is deleted in its entirety and replaced with the following:

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

**41. OWNERSHIP**

Section 41 subsection 1 is modified to include the following:

1. Provider will provide Intellectual Property Rights ("IPR"), such as monitoring software and scripts that may be deployed within Department's environment. Provider grants Department a non-exclusive, fully paid up, license to use the Provider IPR during the term of the Agreement provided that Department is not in breach of the Agreement. Such license shall be limited to use in the internal operations of Department's business, and Department shall not (i) license, sublicense, or disclose such IPR to any third party or (ii) utilize or disclose any portion of such IPR as an independent programming or development tool or template. Furthermore, Department shall neither: (x) remove, alter, efface or obscure any copyright notices or other proprietary notices or legends or any logo or other indication of attribution or source in any IPR containing Provider or third party components or any other materials covered by Provider IPR or by third party Intellectual Property Rights, including, but not limited to, Software, Documentation, Work Products and third party components; nor (y) engage in any analysis or reverse engineering of any such IPR in an effort to derive any information not disclosed or required to be disclosed pursuant to the MSA, including, but not limited to computer analysis or manipulation of software delivered in object code form for purposes of discovering the corresponding source code and programmer documentation. Provider shall retain all right, title and interest in all Provider IPR, subject to any rights of third parties and to any license in favor of Department granted in or pursuant to this Agreement.

**42. CUSTOM SOFTWARE**

Section 42 is deleted in its entirety and replaced with the following:

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, except for scripts. 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 designed exclusively for Department, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

**43. OFF-THE-SHELF (OTS) SOFTWARE**

Sections 43 is deleted in their entirety.

**44. SOFTWARE AS A SERVICE**

Sections 44 is deleted in their entirety.



RIDER E

RFP 201704077 Data Warehouse Support Services.doc (by reference)

RIDER F

SoME RFP 201704077 AdvizeX Response 1\_61.pdf (by reference)

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: Illinois**

**Other. Please identify country: \_\_\_\_\_**

Notification of Changes to the Information



Attachment 1  
Service Level Agreement

**1. Service Level Agreement**

**1.1. General Description**

- 1.1.1. This Service Level Agreement defines response times for event types and notification levels. This SLA will also determine any compensation that the Client may become entitled to after notifying Provider of a Non-performance Event. To receive any compensation under this SLA, the Department must submit sufficient documentation that includes evidence of a Non-performance Event within 72 hours of the occurrence of that event. Provider and Department must agree that the circumstances and evidence submitted satisfy the requirements for a Non-performance Event.
- 1.1.2. Rolta AdvizeX will maintain technical support coverage 24 hours per day, per the representations in this **Rider A**, to the Department for service areas where 24x7 Alert Response coverage is designated.

**1.2. Provider Response Time Policies**

- 1.2.1. Provider internal policies require that Provider Managed Services Operations Center (MSOC) personnel are to respond to all Critical Events immediately, but in all cases the Provider service objective is to respond within the SLO's listed in Table X after receipt of a Critical Event system notification or Department telephone call regarding a Critical Event. Provider's paging and on-call escalation procedures reflect this policy

**1.3. Response Time Guarantees**

**1.3.1. Critical Events**

- 1.3.1.1. Provider will respond within the SLO's listed in the **Priority Matrix Table** located in **Subsection 1.6** to all system notifications for Critical Events or to telephone calls made by the Department's authorized representatives related to a Critical Event when the call is made to a Provider telephone number setup for receiving these types of calls.
- 1.3.1.2. Provider will notify the Department of all Critical Events that are detected by Provider or by Provider's automated monitoring.

**1.3.2. High Priority Events**

- 1.3.2.1. Provider will respond within the SLO's listed in the **Priority Matrix Table** located in **Subsection 1.6** to all High Priority system notifications and telephone calls made by the Department's authorized representatives related to a High Priority event when the call is made to a Provider telephone number setup for receiving these types of calls.

**1.3.3. Medium Priority Events**

- 1.3.3.1. Provider will respond within the SLO's listed in the **Priority Matrix Table** located in **Subsection 1.6** for all Medium Priority system notifications and telephone calls made by the Department's authorized representatives related to a Medium Priority event when the call is made to a Provider telephone number setup for receiving these types of calls.

**1.3.4. Low Priority Events**

- 1.3.4.1. Provider will respond within the SLA's listed in the **Priority Matrix Table** located in **Subsection 1.6** for all Low Priority system notifications and telephone calls made by the Department's authorized representatives related to a non-production environment.

**1.4. Communication of Updates about Work in Progress to the Department**

- 1.4.1. Communications of Updates about Work in Progress for Critical, High, and Medium Events will be via telephone or email as deemed necessary by the Provider Primary Support Engineer or by the Provider Primary Contact or as defined in the customer Onboarding Documents.
- 1.4.2. Provider will notify the Department on the progress of work for all Critical Events at the regular cadence as defined in the **Priority Matrix Table** located in **Subsection 1.6**, until the problem is corrected or a final resolution of the

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problem has been reached using commercially acceptable and reasonable methods.

1.5. Problem Resolution Escalation Procedures

At the discretion of a Provider Service Delivery Manager and/or the Provider identified account manager; other senior level Provider support engineers may be engaged to resolve problems. In all cases, Provider will escalate problems to more qualified technical resources within the Provider Managed Services Technical and Management Hierarchy if resolutions cannot be implemented according to the following escalation procedures. If a particular escalation step cannot be made due to staff availability, then the next escalation step will be followed immediately. At the Department's discretion, events can be escalated immediately.

1.5.1. Critical, High, and Medium Priority Events

- 1.5.1.1. A Critical, High, or Medium Priority event will be escalated to a Service Delivery Manager when not resolved within the specified time detailed in the **Priority Matrix Table** located in **Subsection 1.6**.
- 1.5.1.2. The Service Delivery Manager will notify the Account Manager when the Critical, High, or Medium Priority event cannot be resolved within the stated time and cadence listed the **Priority Matrix Table** located in **Subsection 3.6**.
- 1.5.1.3. The Account Manager will notify the Operations Director when the Critical, High, or Medium Priority event cannot be resolved within the final threshold list in the **Priority Matrix Table** located in **Subsection 1.6**.

1.5.2. Low Priority Events

- 1.5.2.1. A Low Priority will be escalated to a Service Delivery Manager when not resolved within the timeframe specified in the **Priority Matrix Table** located in **Subsection 1.6**.
- 1.5.2.2. The Service Delivery Manager will notify the Account Manager if the Low Priority event cannot be resolved within the timeframe specified in the **Priority Matrix Table** located in **Subsection 1.6**.
- 1.5.2.3. The Account Manager will notify the Operations Director when the Low Priority event cannot be resolved within the timeframe specified in the **Priority Matrix Table** located in **Subsection 1.6**.

1.5.3. Compensation for Non-performance Events

- 1.5.3.1. If the number of incident tickets exceed the confidence margin defined in the **Priority Matrix Table** located in **Subsection 1.6**, they then equal a Service Response Failure for a given month, Provider will issue a Service Credit equal to 5% of the Eligible Department's monthly recurring support fees.

1.6. Priority Matrix Table

PRIORITY AND SERVICE LEVELS MATRIX			
<i>Priority</i>	<i>Initial Response</i>	<i>Penalty</i>	<i>Effort</i>
Critical	15 Minutes	5%	Continuous
High	30 Minutes	5%	Continuous
Medium	4 Hours	N/A	Business Hours
Low	12 Hours	N/A	Business Hours

## 2. 24x7 Alert Response Coverage and Service Delivery Manager

### 2.1. Management and Monitoring

- 2.1.1. Provider will provide remote monitoring and administration services. This support will be limited to the Supported Entities and Service Delivery described in **Section 3**.
- 2.1.2. Provider will provide 24-hour Alert Response for all Supported Entities, 365 days per year. The Alert Response support will include the services and response levels as described below in **Subsection 2.1.3**
- 2.1.3. Provider will respond to all system notifications on a 24-hour basis without regard to day of week or holiday. All Alert Responses will be governed by the SLA for this **Rider A**.
  - 2.1.3.1. An Alert response is action taken by a Provider support engineer or administrator responding to one of the following:
    - 2.1.3.1.1. Automated Infrastructure notifications from Provider remote monitoring software.
    - 2.1.3.1.2. Voice notifications by the Department's Primary Contact or an authorized representative of the Department as designated by the Department's Primary Contact.

### 2.2. Provider US Only Resource Model (Remote Support) Service Delivery Manager and Technical Team

Provider will assign a Service Delivery Manager (Description below) and a technical team upon execution of this SO. Named resources will be assigned by the SDM to the SoME Infrastructure Support and will be the responsibility of the SDM to managed and update Department.

### 2.3. Service Delivery Manager

- 2.3.1. Provider will provide to the Department, a Service Delivery Manager (SDM) that will oversee and coordinate all activities regarding this **Rider A**.
- 2.3.2. Department can request a different SDM if Department is unsatisfied with their assigned SDM.
- 2.3.3. The primary responsibilities of the SDM include the following:
  - 2.3.3.1. Oversee and manage all outstanding help desk tickets to ensure timely resolution and coordinate all technical activities regarding any covered Supported Entities.
  - 2.3.3.2. Be the primary contact for communication of any technical activities or problems, ensure the quality and timeliness of deliverables, and organize and conduct weekly status meetings with the Department.
  - 2.3.3.3. Be primarily responsible for scheduling and coordinating all system support activities.
  - 2.3.3.4. Advise the Department on any Hardware or Software issues that prevent Provider from fulfilling its responsibilities.

### 2.4. Technical Team

- 2.4.1. **Technical Team Leads** – Will consist of a technical team lead for each technology
  - Manages all technical resource for all shifts
  - Responsible for maintaining consistence training
  - Responsible for developing SOP, Runbook and training

## 3. Supported Entities and Service Delivery

### 3.1. General Description

- 3.1.1. To the extent commercially possible and in consultation with Department's Primary Contact, Provider will provide Infrastructure Managed services for the following Infrastructure products as described in this **Section** :



**Department’s Environment Overview**

Component	Production/Non-Production	Quantity	Location
Oracle Databases	Production	1	Oracle Cloud
Oracle Databases	Non-Production	2	Oracle Cloud
Linux Operating Systems	Production	1	Oracle Cloud
Linux Operating Systems	Non-Production	2	Oracle Cloud
Corente Gateway	Production	1	Oracle Cloud
Corente Gateway	Production	1	On-Premise

- All vendor maintenance contracts must be in place for parts and replacement.
- Department is responsible for notifying each specific vendor that Provider can call on their behalf. If not completed, support will be limited.

**3.2 Supported Entity**

3.2.1 Provider can only be held accountable for Supported Entities for which Provider is made aware of and contractually agrees to manage. Supported Entities must be configured according to vendor guidelines and in working order at the time Provider takes over management of the Supported Entity. Provider must accept responsibility in writing for all Supported Entities before Service Level Agreement (SLA) provisions become effective.

**4. Access Rights to Department Environment**

**4.1 Terms and Conditions of Services**

- 4.1.1 Provider requires appropriate administrative access (super user, root, administrator, system, etc.) to all Supported Entities in order to provide performance monitoring, configuration services, and overall system management under the covenants of this **Rider A**.
- 4.1.2 Provider must be authorized to contact the Department's data center personnel who are responsible for hardware maintenance and technical support. Without the appropriate access rights, administrative access, and authority to contact the appropriate data center personnel, Provider cannot provide its services.
- 4.1.3 Provider requires secure remote access to Department’s Infrastructure. Without the appropriate access Provider cannot provide its services. During the Department Onboarding Procedures described in **Subsection 5.3**, Department standard procedures will be documented and access granted to Provider.
- 4.1.4 Provider must be authorized to deploy a monitoring appliance within Department's virtual server environment with the assistance of Department’s IT staff, unless another mutually agreed upon solution has been determined. This system is required for monitoring, alerting, and performance data gathering.

**4.2 Availability of Access**

4.2.1. Provider is not responsible for the status of Internet connectivity or reliability with regard to having remote access to the devices being managed. If a geographic condition or other situation exists out of direct control of Provider, whereby the staff of the Provider Managed Services Operation Center (MSOC) cannot access the Support Entities resulting in services not being rendered, Provider cannot be held responsible for action or inaction related to the contracted services. Provider will communicate to Department’s designated contact person if Provider cannot access the Supported Entities.

**5. Manufacturer Support Requirements**

5.3.1. Provider requires that the Department maintain support contracts and licensing with the vendors and/or manufacturers of its hardware and software. It is expected that the Department will subscribe to support for all hardware, operating system software, application software, and any other software that will be installed within a Provider supported configuration. If the support is not provided from the manufacturer of those systems, then the Department will provide

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evidence of similar and equivalent coverage. Provider will be granted access to those support agreements and will be authorized by the Department to make requests to the providers on their behalf.

- 5.3.2. If Provider is not provided necessary authorizations to access support from the manufacturers/vendors of supported systems, and whereby the staff of the Provider MSOC cannot resolve problems and issues regarding the servers and software being supported by Rolta, resulting in Provider services not being rendered, Provider cannot be held responsible for action or inaction related to the contracted services.

The Provider agrees to notify the Division of Pu

# STATE OF MAINE

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

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
2. **WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods 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 one 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.

3. **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.

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest



transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If 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.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that 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, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The 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.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and 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.

**9. 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.

**10. TERMINATION:** 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, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), 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.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. 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).

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

**14. 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.

**15. 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.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, 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.

**17. 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.

**18. 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.

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

**20. COMPETITION:** By accepting this Contract, 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.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.



# 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.

<b>Contract Administrator:</b>	Jeff Jordan	<b>Office/Division/Program</b>	DAFS/OIT
<b>Contract Amount:</b>	\$173,685.00	<b>Contract (CT) Number:</b>	
<b>Start Date:</b>	<b>January 1, 2018</b>	<b>End Date:</b>	Dec 31, 2019
<b>Selected Bidder's Name, City and State:</b>	Rolta Advizex 480 Rockside Woods Blvd. St., Suite 190, Independence, OH 44131,		
<b>Short Description of Service:</b>	Managed Services contract for Oracle - Platform as a service		

**1. Information on the Competitive Process Used**

**If a RFP process was used:**

**RFP#:** 201704077                       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.

**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.*

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 Rolta Advizex

## 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).**

A consensus scoring approach was used.

### 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](http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc)

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



**Printed Name:**

Ellen Lee

**Date:**

12/20/17