

MODIFICATION

State of Maine



Master Agreement

Effective Date: 07/28/15

Expiration Date: 12/31/19

Master Agreement Description: Transcor Master Agreement

Buyer Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Issuer Information

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

Requestor Information

Carl Hallman 207-626-3840 ext. carl.j.hallman@maine.gov

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000035168

Vendor Name

HAYWOOD ASSOCIATES INC

Alias/DBA

DBA TRANSCOR INFO TECHNOLOGIES

Vendor Address Information

124 JEWETT ST

GEORGETOWN, MA 01833

US

Vendor Contact Information

TOM HAYWOOD

978-352-3100 ext.

tomh@transcor-it.com

Payment Discount Terms

Discount 1: % 0 Days

Discount 2: % 0 Days

Discount 3: % 0 Days

Discount 4: % 0 Days

Commodity Information

Vendor Line #: 1

Vendor Name: HAYWOOD ASSOCIATES INC

Commodity Line #: 1

Commodity Code: 93921

Commodity Description: Transcor Master Agreement

Commodity Specifications: This Master Agreement has been issued to cover purchases of equipment and various services per the BP54-IT attached.

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 \$5000.00, you will need to e-mail it to the vendor. If it is over \$5000.00, Purchases Buyer will e-mail to the vendor. Agency Instructions for creating DO against this Agreement are attached to the header.

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date 07/28/15	Service End Date 12/31/19
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

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 28th day of July, 2015, is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and Haywood Associates, Inc. DBA/TransCOR Information Technologies, located at 124 Jewett Street, Georgetown, MA 01833, telephone number 978-352-3100, hereinafter called "Provider", for the period of July 28, 2015 to December 31, 2019.

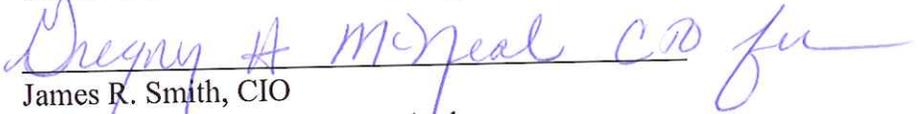
The AdvantageME Vendor/Customer number of the Provider is VC1000035168.

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 - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - Request for Proposal 201411876 Mobile Technology Equipment and Services
- Rider E - TransCOR Response to RFP 201411876 Mobile Technology Equipment and Services (Limited)
- Rider F - Modifications/Corrections to Provider RFP Response
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 3 original copies.

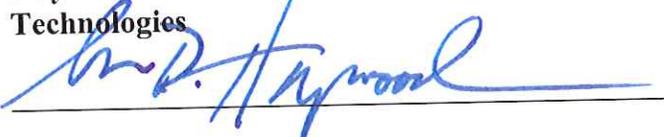
**Department of Administrative and Financial Services
Office of Information Technology**

By: 
James R. Smith, CIO
And

Department of Public Safety, Maine State Police

By: 
Robert A. Williams, Colonel
And

**Haywood Associates, Dba TransCOR Information
Technologies**

By: 

Thomas D. Haywood – President

Total Agreement Amount: \$ 0.00 - Not Applicable - Master Agreement

Approved: _____

Chair, State Purchases Review Committee

BP54 (Rev 1/12)

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Department of Public Safety, Maine State Police, and Department of Administrative and Financial Services, Office of Information Technology issued RFP 201411876 seeking proposals to provide/supply mobile technology equipment through a seat management service level agreement or through one-time purchases. The contracted Provider supplies mobile computing technology consisting of very durable laptop computers, laptop computer vehicle mount hardware, laptop computer and accessory power equipment, laptop computer printers, laptop computer modems, mobile equipment antennas, other miscellaneous ancillary equipment, maintenance and installation services.

The initial term of the agreement resulting from this contract will be approximately four and ½ years. Upon mutual agreement, the State and awarded vendor may choose to extend this agreement and refresh equipment for three, four-year periods beyond the initial agreement. The exact dates and durations of the renewals may be adjusted depending on the in-place equipment performance, the length of time anticipated for equipment replacement and the timing of laptop, software and communication technology changes.

This contract, although initiated and contracted by the Office of Information Technology and Maine State Police, may be used by all government agencies of the State of Maine. State boards, quasi-state government entities, political subdivisions of the State of Maine such as towns, cities and counties; Maine educational institutions, such as public school districts, state universities, and public colleges may participate in this Contract at the same prices, terms and conditions. Services furnished to Contract users will be billed directly to and paid for by the agency/board/town/city/county/college. The State of Maine shall have no responsibility for non-State contract agreements. The Department is not responsible for the transactions between the Provider and other states/entities. All other entities using this Contract are expected to negotiate their own terms and conditions with Provider.

The agreement shall allow leasing of equipment or direct purchase of equipment/services covered by the RFP.

This document creates a Master Contract under which mobile computing technology equipment or services will be delivered (Hereinafter, the Master Contract is referred to as the "Agreement" or "Contract"). Individual Delivery Orders (ordering documents) will be initiated by the State of Maine under the terms of this contract for specific products and services.

Each Delivery Order will document, at a minimum,

- Item(s) being purchased
- Item price
- Item quantity
- Total cost and payment terms
- Delivery location
- Other additional terms as needed, for example:
 - Payment schedule terms
 - Services to be delivered with service metrics and timetables

- Special security terms
- Equipment warranty/replacement terms
- Equipment removal terms at end of service

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ 0.00, Per Delivery Order Specifications
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Per Delivery Order specifications.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: T. Howker
Title: OIT – Vendor Management
Address: SHS 145, 51 Commerce Drive, Augusta, ME 034330
thomas.n.howker@maine.gov
207.624.8878

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **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 execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

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

a. 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.

b. 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.

c. 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.

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

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

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

g. 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. **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 Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other 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 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.

12. **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 therefrom 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 therefrom 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.

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

making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO 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.

15. **TERMINATION** The performance of work under the 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 interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the 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.

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

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

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising

out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

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

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **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.

23. **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.

24. **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 (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department 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 Department 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.

26. **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, 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.

27. **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 the 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 the Agreement, or to exercise an option or election under the 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, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

1. **LIQUIDATED DAMAGES** Department and Provider agree that it will be impossible to ascertain the amount of damages arising out of a breach by Provider of its obligations to meet the Implementation Schedule or otherwise fail to meet its obligations. Accordingly, in the event of any such breach, Provider agrees to reduce Fees to be paid by Department by the amounts specified below as liquidated damages for such breach and that such liquidated damages shall be in addition to and without limitation of any rights or remedies which Department may have under the Agreement or at law or in equity arising out of or related to any other breach by Provider of its obligations:

a) Implementation Schedule. Pursuant to the Department's RFP sections 2.9.1 Liquidated Damages and 2.9.2 Delivery Schedule, in the event that the system installations do not occur within thirty (30) days of the date shown on the Implementation Schedule, fees shall be reduced by Fifty Dollars (\$50) per day per unit. The reduction in fees for any payment milestone shall not exceed fifty percent (50%) of the value of the payment milestone.

b) Provider will not be held liable for failing to meet the Implementation Schedule if the Department determines, at its discretion, that the failure to meet the Implementation Schedule was 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, manufacturer's recall of equipment, 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 Department 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.

2. **EQUITABLE ADJUSTMENT UPON TERMINATION FOR CONVENIENCE** In the case of termination pursuant to Rider B, Section 15 for convenience by the Department, and not caused by breach by the Provider, the Department will pay the Provider for all provable cost and expenses, and less fees paid by the Department to the Provider as of the date of termination, for work actually performed towards completion of a milestone, as specified in the Implementation Schedule, that has not been completed. Equitable adjustment paid by Department shall not exceed in the aggregate the total value of the Agreement. In the case of termination pursuant to Rider B, Section 15 for convenience by the Department, and not caused by breach by the Provider, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.

3. **WORK SITE SAFETY** Department agrees to provide to Provider a secure environment, free from risk of theft, vandalism, and other risks, in which to work, store components as they arrive and await installation, and to perform its duties hereunder. Each Party shall bear the responsibility to instruct its agents, servants, employees, and subcontractors to evaluate and take precautions for

any potential safety hazards, and to observe all applicable safety policies and procedures in the work areas. Both Parties agree to comply fully with all local, state, and federal regulations concerning safety, including, but not limited to OSHA regulations, and to ensure that all persons within the work area are protected from safety hazards and/or safety violations.

4. **INFORMAL DISPUTE RESOLUTION** In the event of any dispute under this Agreement, the Parties shall attempt to resolve the dispute as follows:

4.1. Informally through good faith negotiations, during which time neither Party may terminate the Agreement, and each shall continue to perform its obligations under this Agreement.

4.2. In the event the parties are unable to resolve the dispute through informal negotiation, either party may request the dispute be submitted to a mediator, selected by mutual agreement of the parties.

4.3. If the dispute is not resolved through mediation, either party may then pursue whatever legal remedies may be available.

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6. **TERMINATION FOR BREACH**

6.1. The Department and the Provider shall have the right to terminate the Agreement in the event of a breach by the other party of any of its material obligations provided for in this Agreement and such breach is not corrected or cured within thirty (30) days after receipt of written notice of such breach.

6.2. The Provider shall have the right to terminate the Agreement in the event the Department fails to meet its obligation to make payments, or provides a statement that it is unable to pay, any amount due hereunder resulting from the non-appropriation of funds or is unable to pay its debts generally as they shall become due and such breach is not corrected or cured within thirty (30) days after receipt of written notice of such breach.

6.3. The Department shall have the right to terminate the Agreement in the event a petition in bankruptcy is filed by the Provider or against Provider by creditors of the Provider, or the Provider is deemed to be insolvent.

7. **ADVANCE APPROVAL OF SUB-AGREEMENTS** Department agrees that Provider may engage skilled independent contractors to perform installation services through the use of sub-agreements. Sub-agreements, for this limited purpose, are "approved" for purposes of Rider B, Section 8 of the Agreement.

8. **ASSET IDENTIFICATION** Department agrees that Provider may mark any of the Provider's assets furnished pursuant to the Agreement with readily visible identification of Provider's choice that is separate and unique from any other means of identification .

9. **INVENTORY CONTROL** Department agrees to assist Provider with inventory control responsibilities specified in Section 2.1.3.2 and Section 2.6.2 of Department's RFP. Department and Provider will develop a mutually acceptable inventory control system and Provider will include a description of the system and each Parties responsibilities in the Implementation Plan.

10. **WIRELESS NETWORK CONNECTIVITY** The Department will be responsible for providing wireless network connectivity

11. **INSTALLATION** Department will be responsible for supplying Provider with vehicles in a timely manner during installation so as to maximize the productivity of Provider's staff.

12. **REMOVAL OF NON-MOUNTED EQUIPMENT** Department will ensure that all equipment that is not permanently mounted in Department vehicles will be removed by Department prior to Provider commencing any installation. Should Department fail to remove any non-permanent mounted equipment from Department vehicles prior to any installation Provider will charge Department \$25 for the removal of said equipment from the vehicle prior to any installation.

13. **MAINTENANCE** Provider will repair or replace any equipment; excluding batteries, fuses, bulbs and paper, that fails to operate as specified, due to manufacturer defect or normal wear and tear, at any time during the term of the Agreement. For purposes of this Section the term "normal wear and tear" means damage or wear that could reasonably be expected through the use of equipment used in Department's environment. For purposes of this Section the term "normal wear" does not include loss due to theft; damage caused by intentional abuse or misuse; damage or loss due to an act of God, act of war, act of terrorism, riot, fire, explosion, flood or other catastrophe; damage caused as a result of a vehicular crash; damage caused by using the equipment in a manner for which it was not designed, damage caused by improper reinstallation of the equipment by Department; or damage caused by using the equipment in combination with other hardware not approved by Provider.

14. **ADJUSTMENT DUE TO DAMAGE OR LOSS** Department will compensate Provider for loss or damage to equipment that is outside the scope of Provider's responsibility. Compensation for loss will be prorated on a monthly basis. Proration will be calculated by evenly depreciating the base value of the equipment over a forty-eight (48) month period. If the contract period is extended and/or equipment is added after the initial term, proration will be calculated by evenly depreciating the base value of the equipment from the date of Provider's initial purchase to the current term date of December 31, 2019 or as new term dates are established in the future, to that new term date. The base value of the equipment is based on this RFP Response section Equipment Unit Cost Detail.

Compensation for damage will be the actual cost to repair the damaged equipment but in no case will the cost to repair damaged equipment exceed the prorated cost of replacement of the equipment.

15. **SPARE POOL** Provider will furnish spare equipment to be stocked at Department's maintenance site. Provider will furnish, at a minimum, spare equipment calculated as a percentage of the installed equipment as follows:

Computer	6%
Wireless Modem	5%
Printer	5%
Electrical Support Devices	5%
Other Electronic Equipment	5%
Spare Hard Drives	5%

Vehicle Docking Stations	5%
Vehicle Mount/Non-Electronic	2%

Provider will furnish spare equipment to be stocked at Provider's site. Provider will furnish, at a minimum, spare equipment calculated as a percentage of the installed equipment as follows:

Computer	3.0%
Wireless Modem	2.5%
Printer	2.5%
Electrical Support Devices	2.5%
Other Electronic Equipment	2.5%
Spare Hard Drives	2.5%
Vehicle Docking Stations	2.5%
Vehicle Mount/Non-Electronic	1%

Use of spare pool equipment by Department is limited to maintaining and repairing installed equipment only and may not be used to increase the base number of installed units.

16. **REQUESTS FOR APPROPRIATION OR ALLOCATION** Department agrees that it will do all things within its power to obtain, maintain and properly request and pursue funds from which Agreement payments may be made, specifically including in its biennial budget requests amounts sufficient to make Agreement payments for the full term of the Agreement. Department has budgeted and has available for the current fiscal year sufficient funds to comply with its obligation under the Agreement.

17. **DEPARTMENT NOT TO INSTITUTE SIMILAR SERVICES UPON NON-APPROPRIATION** If the Agreement is terminated due to non-appropriation, pursuant to Rider B, Section 22 of the Agreement, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.

18. **RETURN OF EQUIPMENT UPON TERMINATION** Department shall return all equipment furnished by Provider pursuant to this Agreement at Department's headquarters in Augusta, Maine within thirty (30) days of termination of the Agreement.

19. LEFT BLANK

20. **ADVANCE APPROVAL OF ASSIGNMENT OF PAYMENTS** Department agrees that upon written notification Provider may assign Agreement payments made pursuant to Rider B, Section 9 of the Agreement to a third party financial institution. Provider will furnish Department with written notification of the pertinent information relative to the third party financial institution within ten (10) days of Agreement execution.

21. LEFT BLANK

22. **STATE HELD HARMLESS** The following language shall be added to the end of Rider B §18: The Department agrees to 1) promptly notify Provider in writing of any and all claims, liabilities, costs, injuries to persons or property, or claims for violation of intellectual property rights; and 2) allow Provider to control, and cooperate with Provider in the defense and any related settlement negotiations arising from negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement.

23. **LIMITATION OF LIABILITY** The Department agrees that the Provider, its subcontractors and/or program developers shall under no circumstances be liable for any of the following, even if informed of their possibility: loss of or damage to data; special, incidental, or indirect damages or for any economic consequential damages; or, lost profits, business, revenue, goodwill, or anticipated savings.

RIDER D

STATE OF MAINE
DEPARTMENT OF Public Safety
Maine State Police & Office of Information Technology

RFP # 201411876

Mobile Technology Equipment & Services

RFP Coordinator:

Jeff Cotnoir, OIT
51 Commerce Drive
Augusta, Me. 04333-0145

Tel: 207-624-9449 e-mail: vmo.oit@maine.gov

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

Bidders' Conference: N/A

Deadline for Submitted Questions: Tuesday, January 20th, 2015, Not later than 5:00 p.m.
local time

Proposals Due: Wednesday, February 11th, 2015, not later than 2:00 p.m. local time

Submit to:

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

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Public Notice

STATE OF MAINE
DEPARTMENT OF Public Safety
Maine State Police & Office of Information Technology
Public Notice for RFP # 201411876
Mobile Technology Equipment & Services

The State of Maine Department of Public Safety; Maine State Police, has a requirement for Mobile Technology Equipment and service for the Maine State Police through a seat management service level agreement. In accordance with State procurement practices, the Department is hereby announcing the publication of a Request for Proposals (RFP) # 201411876 for the purchase of the aforementioned goods and services.

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

Proposals must be submitted to the State of Maine Division of Purchases, located at the Burton M. Cross Office Building, 111 Sewall Street, 4th Floor, 9 State House Station, Augusta, Maine, 04333-0009. Proposals must be submitted by 2:00 pm, local time, on Wednesday, February 11th, 2015, when they will be opened at the Division of Purchases’ aforementioned address. Proposals not received at the Division of Purchases’ aforementioned address by the aforementioned deadline will not be considered for contract award.

State of Maine - Department of Public Safety, Maine State Police
RFP # 201411876
Mobile Technology Equipment & Services

PART I INTRODUCTION

1.1 Purpose and Background

The Department of Public Safety, Maine State Police, (“Department”) is seeking proposals to provide/supply mobile technology equipment through a seat management service level agreement, as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the State of Maine (“State”) and the awarded Bidder(s).

1.1.1 Service Overview

The Department seeks proposals from qualified Offerors to supply mobile technology equipment to the Maine State Police through a seat management service level agreement. In 2002 Maine State Police entered into its first seat management service level agreement for mobile technology equipment with a vendor. The vendor supplied the Maine State Police mobile computing technology consisting of very durable laptop computers with touch sensitive screens, laptop computer vehicle mount hardware, laptop computer and accessory power equipment, laptop computer printers, laptop computer modems, other miscellaneous ancillary equipment and equipment maintenance services. At all times during the agreement the equipment continued to be owned by the vendor. Maine State Police paid a monthly fee for use of the equipment. This experience was very successful and this Request for Proposal (RFP) seeks to continue this business approach to acquiring and maintaining mobile computing equipment at the end of the present contract period, April 30, 2015.

The agreement resulting from this contract will provide for the upgrading and replacement of mobile equipment in State Police vehicles and the ongoing coordinated maintenance and support of the equipment. Per seat costs for operational units and one time installation costs incurred will be handled on a monthly basis amortized over the length of the contract. The contract resulting from this RFP shall be implemented prior to the April 2015 termination of the existing contract to provide for a transition period of the equipment and services.

The initial term of the agreement resulting from this contract will be four years. Upon mutual agreement, the State and awarded vendor may choose to extend this agreement and refresh equipment for three, four year periods beyond the initial four year agreement.

The agreement resulting from this RFP, although initiated and contracted by the Maine State Police, shall be available for use by other Maine State Government Agencies and Maine public sector governmental and educational entities. The agreement shall allow leasing of equipment or direct purchase of equipment/services covered by the RFP.

1.2 General Provisions

1.2.1 Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.

1.2.2 All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements and Evaluation” section of this RFP.

- 1.2.3 Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder's experience and capabilities. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
- 1.2.4 The RFP and the selected Bidder's proposal, including all appendices or attachments, will be incorporated in the final contract.
- 1.2.5 Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
- 1.2.6 The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
- 1.2.7 The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the State to do so.
- 1.2.8 All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

1.3 Eligibility to Submit Bids

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

1.4 Contract Term

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

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for three, renewal periods of four years each, subject to continued availability of funding and satisfactory performance.

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

Period	Start Date	End Date
Initial Period of Performance	May 2015	April 2019
Renewal Period #1	May 2019	April 2023
Renewal Period #2	May 2023	April 2027
Renewal Period #3	May 2027	April 2031

1.5 Number of Awards

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

PART II SCOPE OF SERVICES TO BE PROVIDED

2.0.1 Provider Responsibilities

The Provider will be responsible for acquiring all hardware and managing any applicable warranties with the equipment manufacturers. Installation of the equipment, its initial configuration and acceptance testing is necessary prior to certifying that the equipment is in operational status. Monthly reports submitted by the Provider will be used to itemize service charges and validate equipment inventory information.

2.0.2 Fingerprint Background Check

Due to the sensitive information which may be contained on and is made available through the mobile technology equipment being procured through this RFP; Offeror staff that has contact with the equipment (physically) managed under this RFP shall be subject to a security screening consisting of a State and national fingerprint and background check. Personnel failing this screening shall not have access to the equipment.

2.1 OPERATING ENVIRONMENT

Maine State Police operations have been enhanced by the use of mobile communications and computing technologies in fleet vehicles for more than fifteen years. The purpose of this Request for Proposal is to identify a Provider who will supply mobile computing technology equipment to the State Police through a service level agreement.

Maine State Police's approach to mobile computing technology is to:

- Select equipment, hardware, and software products based on "best of breed", interoperability, and support criteria. Equipment to be provided by the vendor.
- Standardize equipment and software configurations based on business function, vehicle type, and wireless coverage capabilities.
- Engage a third party Provider to supply equipment and hardware through a services agreement.
- Information systems and software assets are standardized and managed by the Department.
- Maintenance and support accomplished through depot service with responsibilities for the Provider and Department.
- Inventory of spare units is maintained so equipment may be replaced immediately and serviced thereafter.

2.1.1 Business Overview

Use of mobile computing technology services primarily benefit three major business functions of the Maine State Police. They are: patrol, commercial vehicle enforcement, and criminal investigation.

Patrol units perform a variety of tasks including responding to criminal complaints, domestic incidents, traffic crashes, and motor vehicle law enforcement. Mobile technology facilitates the collection of incident data, motor vehicle crash data, status and activity reports, etc. Wireless connectivity allows immediate access to numerous databases including motor vehicle, Maine wanted, NCIC, Computer Aided Dispatch, and Records Management without involvement of radio dispatchers. Patrol vehicles equipped with wireless service are able to remain in their patrol areas versus driving to the nearest facility to access technology. Patrol units are organized in nine Troop Barracks. A total of approximately 48 Sergeants and 175 Troopers are assigned patrol duties.

Officers and Inspectors in the Traffic Division are responsible for ensuring safe commercial vehicle operations and compliance with applicable regulations through terminal and roadside inspections. Field access to commercial driver license, safety and fitness records, and other databases directly influences the quality of road inspections. During roadside and terminal inspections data are collected for entry into national databases that track commercial vehicle operation and compliance. The use of mobile technologies allows for direct entry of inspections data and using wireless connectivity allows real time access to relevant databases for the retrieval and uploading of data. Traffic Division's Commercial Vehicle Enforcement Unit consists of 3 Sergeants, 4 Corporals, 22 Troopers and 7 Motor Carrier Inspectors.

Criminal investigation units are responsible for the investigation of major crimes. Much of their work requires crime scene analysis, field interviews, and report writing. These officers regularly communicate with other local law enforcement agencies, local Districts Attorney Offices, and the Attorney General Office. Criminal investigation is organized into three Criminal Investigation Divisions. A total of approximately 6 Sergeants and 33 Detectives are assigned criminal investigation duties.

The State may optionally choose to equip 23 additional Commissioned Officers with this mobile equipment, if the budget allows.

2.1.2 Technical Overview

2.1.2.1 Infrastructure

The Department's technical infrastructure is based on common products and industry standards. These include use of Windows 7 operating systems, Microsoft Office products, 100 Megabit Ethernet LANs or higher, TCP/IP based communications and SQL compliant databases (Oracle or Microsoft SQL server). Hardware and software components of the mobile technologies project are designed to be compatible with the infrastructure.

2.1.2.2 Systems

A variety of information systems/services are in place or planned that will be available for mobile users. The list includes law enforcement message switching, records management, e-mail, crash reporting, global positioning system use, road map software, digital and analog video recorders, digital audio recorders, digital still cameras and dispatch. In addition to the above applications, unique systems are available for specific business units such as commercial vehicle enforcement. This list includes bar code readers and document scanners.

2.1.2.3 Communications

Ethernet wide area networks are deployed in all Department facilities. Facilities are linked through an IP based wide area network. Network access is secured through extended authentication.

Wired and wireless accesses are integral components of the Department's mobile technology initiative. Laptop computers will be configured with integrated wired LAN and cellular interfaces.

2.1.3 Responsibilities

2.1.3.1 **Department** The Department's responsibilities include the following tasks.

- Manage the service level Agreement
- Jointly develop an implementation schedule and associated plans
- Coordinate removal of existing equipment as required
- Coordinate initial installation work with Provider
- Coordinate equipment maintenance service with Provider
- Manage software licenses, configuration specifications, and software updates
- Provide training in the use of equipment and software applications
- Provide help desk service to end users
- Uninstall/reinstall equipment in replaced vehicles
- User data migration from old laptop computer to new laptop computer

2.1.3.2 **Provider** The Provider's responsibilities include the following tasks.

- Procure all specified equipment
- Jointly develop an implementation schedule and associated plans
- Initial installation of equipment in vehicles. Potentially, some existing vehicle equipment will continue to be used.
- Configure laptops as specified
- Test complete system installation prior to certification
- Maintain inventory records of operational equipment
- Maintain sufficient spare parts pool at depot center
- Deliver equipment to/from depot center
- Manage equipment warranties and maintenance
- Submit monthly invoice and reports
- Remove installed equipment at the end of the agreement.

2.2 EQUIPMENT SPECIFICATIONS

2.2.1 Laptop Device

The Panasonic CF-53 Ruggedized Toughbook computer or its evolutionary replacement will be provided for each Patrol, Commercial Vehicle Enforcement Unit, and MCU (Major Crimes Unit officers) (approximately 280 devices and potentially 23 devices for Commissioned Officers). In addition to the standard features of this computer the following options and accessories are required.

- Windows 7 Professional (with Win 8 Pro COA)
- 14.0" HD Touchscreen LCD (800 nit)
- Emissive backlit keyboard
- Intel Core i5-3340M 2.70GHz
- 802.11 a/b/g/n wireless LAN
- Gobi 5000 4G Multi Carrier Modem
- 500GB Shock-mounted HDD (7200rpm),
- DVD Super MULTI Drive
- 10/100/1000Mbps Gigabit Ethernet (RJ-45)
- Integrated SD memory card reader
- 4 Gb of RAM
- AC/DC Power Adapters

- Li-ion battery (heavy duty)
- RFID Reader *

*The Department is considering the use of RFID Readers. Provide separate pricing for this option. Final determination will be made at time of award.

2.2.2 Printer Device

The most current model Pentax Pocket Jet thermal printer will be provided with each CF-53 unit. In addition to the base printer the following accessories are required for each unit.

2.2.2.1 For in car installations the vendor will provide and install the following:

- Pentax 12 volt DC car power adapter
- Pentax in vehicle mount w/roll paper feeder
- USB interface cable
- Initial paper for each printer unit

2.2.2.2 For stand-alone/portable use the vendor will provide and install the following:

- Cigarette lighter adapter
- Initial paper for each printer unit
- USB cable

2.2.3 Mounting System

2.2.3.1 Car Mount

The following equipment will be used to securely mount the laptop device in a Ford Interceptor sedan, Chevrolet Impala or Ford Fusion.

- CF-53 Locking docking station (with minimum of 2 USB ports, power connection, DC power supply, cellular pass-thru)
- Tilt-swivel slide
- Vehicle mounting base
- Compatible Exterior Cellular Antenna

2.2.3.2 Truck Mount

The following equipment will be used to securely mount the laptop device in a GM, or a Ford Interceptor utility.

- CF-53 Locking docking station (with minimum of 2 USB ports, power connection, DC power supply, cellular pass-thru)
- Tile-swivel slide
- Vehicle mounting base
- Compatible Exterior Cellular antenna

2.2.4 Electrical Equipment

A single electrical connection will be made to the vehicle's wiring harness to supply 12-volt DC power to all equipment in the equipment console. Miscellaneous connectors and an appropriately sized fuse bus are required.

2.2.5 Equipment In-Place

The Department, to save money and time may, at its option, request re-use of existing in-place vehicle equipment via purchase of the items from the existing vendor if that equipment is deemed to be operate satisfactorily and arrangements can be negotiated with the existing supplier and Provider. The State will make this decision when the contract is negotiated. The existing SLA provider (TransCOR) is responsible for removing equipment, as needed, already in place in the vehicles. All project plans, item pricing, etc. submitted in response to the RFP shall be based on the provision and installation of new equipment, not re-use of equipment.

2.3 INSTALLATION SERVICES

2.3.1 Other Equipment

The Department is responsible for moving Radios, lights, sirens, radars, video cameras, or other equipment currently installed in the vehicle which conflicts with the standard equipment installation configuration.

2.3.2 Install Equipment

All required mounting equipment will be installed by the Provider. The printer installed and its USB cable connected. If required, the wireless modem, antennae and associated cables connected by the Provider. Final 12-volt DC electrical connections completed within the console and vehicle by the Provider. Other removed equipment will be reinstalled by the Department. A detailed installation procedure will be jointly developed prior to beginning full implementation. Upon mutual agreement, the State may choose to engage the provider for the periodic removal and reinstallation of equipment in vehicles. Fees for this service shall be negotiated.

2.3.3 System Integration

Provider will test the overall operation of all system components to ensure that the system operates as defined in the System Acceptance Test document. The Department's coordinator will be provided documentation certifying that the system has successfully completed the acceptance test, vehicle information, equipment serial numbers, and unique parameters assigned.

2.3.4 User Training

The Officer to whom the vehicle is assigned will be provided training in accordance with Section 2.6.5.

2.4 SUPPORT SERVICES

2.4.1 Spare Pool

The Department's mobile technologies coordinator will be supplied with an adequate stock of laptops, printers, cables, electrical accessories, and mounting equipment to ensure his/her ability to immediately remedy field equipment problems. At a minimum the spare pool will consist of five laptops for each 100 units in service and two vehicle mounts and other hardware for each 100 units in service.

The depot center for the equipment Spare Pool is currently located at the Department of Public Safety's headquarters, State House Station 104, 45 Commerce Drive, Suite 1, Augusta, ME 04333-0104. It is not anticipated that the equipment maintenance depot center will move from the Augusta area during the period of this agreement.

The Department will not be charged for equipment maintained in the spare pool. Cost of spare equipment is a component cost of the monthly per unit cost of active mobile laptops. It is assumed that all equipment will be covered with a US Warranty. If this is not the case then the Offeror shall so indicate.

The State maintains 64 standby vehicles of various types (patrol, etc.) throughout the State so vehicle servicing may be performed, in case of vehicle failure, etc. The spare pool of equipment presented here is over and above the equipment used in spare/standby vehicles.

2.4.2 Equipment Maintenance

Provider will arrange for pick up and resupply of spare pool upon notification by the Department's mobile technologies coordinator that spare pool equipment was utilized. Equipment resupply within two business days of notification is required. Provider is responsible for managing warranty, maintenance agreement, or other remedies available to repair defective equipment. In the event that equipment is not repairable then the Provider shall consult with the Department to select an appropriate substitute keeping in mind that equipment standardization is strongly desired by the Department to simplify long term hardware and software support.

2.4.3 Consumable Supplies

The Department shall directly purchase all paper and other miscellaneous consumable supplies associated with the mobile equipment. These supplies include printer paper, CD's, SD cards, etc.

2.4.4 Laptop Batteries

The Department recognizes that laptop batteries may or may not last the four year duration of this initial agreement. The Department shall purchase replacement batteries from the vendor on an as needed basis if they fail after a reasonable lifetime of use (greater than 30 months). One heavy duty battery shall be supplied with each laptop. Battery failure before 30 months in service is the responsibility of the vendor. (30 month time period to begin at the issuance of the device to its first user).

2.4.5 Other Damage

The Department shall be responsible for the cost of replacing equipment damaged beyond the usual wear and tear of equipment use. For example, damage from vehicle crashes abuse of equipment, etc.

2.5 REMOVAL SERVICES

At the conclusion of the contract agreement the provider shall be responsible for removing contracted equipment from the vehicles. The Department will return all equipment to the provider unless otherwise agreed.

2.6 REPORTING REQUIREMENTS

2.6.1 Itemized Invoice

By the 15th day of each month, the Provider will supply the Department with an itemized invoice of charges for the prior month that includes the following information.

- Number of CF-53 laptops with car docking stations in service for the entire month
- Number of CF-53 without docks in service for the entire month
- Number of Spare vehicle set ups
- Any damaged property that was repaired by the provider excluding damage considered normal wear and tear
- Any other charges or credits
- Prorated service charges for units installed during the month

2.6.2 Inventory File.

By the last business day of each month, the Provider will supply the Department with an electronic inventory file that includes the following information on equipment as of the end of the prior month.

- Serial numbers for laptops assigned to vehicles
- Serial numbers for laptops in spare pool
- Other equipment including cables, mounting, and electrical components in spare pool

2.6.3 Maintenance Report

By the last business day of each month, the Provider will supply the Department with a maintenance report that includes the following information on maintenance activity for the prior month.

- Serial numbers of defective and replacement laptop and modems
- Other maintenance activity during the month
- Any unresolved issues

2.7 PROFESSIONAL SERVICES

2.7.1 Implementation Schedule.

In conjunction with the Department, develop an implementation schedule with milestones covering at a minimum, the installation analysis, acceptance test development, system installation, and training tasks described below. The implementation schedule must reflect the requirement that installation and certification of all units will occur within four (4) months of the effective date of the agreement. The implementation schedule must be completed within thirty (30) days of the effective date of the agreement.

2.7.2 Installation Analysis.

Provider will familiarize themselves with the type and layout of radios, lights, sirens, radars, video cameras, or other equipment currently installed in Department vehicles. Based on mobile technology equipment requirements and currently installed equipment, jointly develop an installation/retrofit plan that will result in standardized equipment configurations.

2.7.3 Acceptance Test

Cooperate fully with the Department in the development of an acceptance test plan that will include at a minimum, verification of electrical and mounting equipment integrity, proper operation of moved equipment, review of mobile technologies configuration parameters, proper operation of mobile technologies hardware and software components, and completion of required documentation.

2.7.4 System installation

Install new mounting equipment, move existing equipment as needed, configure, and certify all mounting, electrical, software, and hardware components in accordance with the installation/retrofit and acceptance test plans. Department facilities in Portland, Augusta, Houlton and Bangor will be available for installation of equipment.

2.7.5 Training

2.7.5.1 Training Plan

Develop training plan that will provide basic operational instruction to personnel receiving mobile technologies. Topics covered should include features of the mounting equipment, operation of the printer, docking/undocking of laptop, functionality of the laptop. Because officers already have several years of experience using mobile computing technology, docking stations, printing, etc. training should be minimal. The training plan will include any handouts, user guides, or other documentation that will serve as ongoing reference to the operation of the equipment.

2.7.5.2 Train the Trainer

The Provider will familiarize a small segment of Department personnel on operation of the equipment and differences between the present model and previous models of equipment/service. The Department shall train the officers and distribute reference material in accordance with the training plan.

2.8 LOGISTIC ISSUES

2.8.1 Coordination

The Provider will identify an individual(s) who is responsible for communications with the Department's mobile technologies coordinator regarding operation and maintenance issues. This person(s) or their designee must be accessible via phone or e-mail between the hours of 8:00 am and 5:00 pm local time on any day the State is open for business. Voice or e-mail response times must be within four hours.

2.8.2 Software Upgrade

During the term of the Agreement updates and additions to the software installed on the laptops will occur. The Department is responsible for funding and performing upgrades of the software on any laptop in field operation. If necessary, the Department will supply the Provider with updated system images and appropriate documentation for subsequent systems.

2.8.3 Vehicle Replacement

Fleet vehicles are upgraded regularly and mechanical issues require that replacements be provided. Department personnel will remove all equipment from a vehicle being taken out of service and reinstall it in another vehicle. The mobile technologies coordinator will notify the Provider with the pertinent information in order to maintain accurate inventory records and ensure proper billing. Upon mutual agreement the Department may choose to have the Provider perform reinstallations at an agreed upon cost to the Department.

2.9 Other Terms

2.9.1 Liquidated Damages

Department and Provider agree that it will be impossible to ascertain the amount of damages arising out of a breach by Provider of its obligations to meet the Implementation Schedule or otherwise fail to meet its performance obligations. Accordingly, in the event of any such breach, Provider agrees to reduce Fees to be paid by Department by the amounts specified below as liquidated damages for such breach and that such liquidated damages shall be in addition to and without limitation of any rights or remedies which Department may have under the Agreement or at law or in equity arising out of or related to any other breach by Provider of its obligations:

2.9.2 Delivery Schedule

In the event that system installations do not occur within 30 days of the date shown on the Implementation Schedule, installation fees shall be reduced by Fifty Dollars (\$50) per day per unit. Provider will not be held liable for failing to meet the Implementation Schedule if the cause is beyond the scope of their responsibility

2.9.3 Letter of Credit

A Letter of Credit for the full amount of the Agreement will be required prior to execution of an Agreement with the Provider. Department and Provider agree that Department may draw on the Letter of Credit as necessary to perform mobile technology services in the event of default by Provider. Costs associated with obtaining the Letter of Credit will be borne by the Provider. This requirement may be waived at the Departments discretion.

PART III KEY RFP EVENTS

3.1 Timeline of Key RFP Events

Event Name	Event Date and Time
Bidders' Conference	None
Due Date for Receipt of Written Questions	Tuesday, January 20 th , 2015 at 5:00pm, local time
Due Date for Receipt of Proposals	Wednesday, February 11 th , 2015 at 2:00pm, local time
Estimated Contract Start Date (subject to change)	April 2015

3.2 Bidders Conference

The Department does not intend to hold a Bidders' Conference as part of this RFP process.

3.3 Questions

3.3.1 General Instructions

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

3.3.2 Summary of Questions and Answers

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

3.4 Submitting the Proposal

3.4.1 Proposals due:

Proposals must be received no later than 2:00 p.m. local time, on the date listed in the timeline above, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.

3.4.2 Mailing/Delivery Instructions:

PLEASE NOTE: The proposals are not to be submitted to the RFP Coordinator at the requesting Department. The official delivery site is the State of Maine Division of Purchases (address shown below).

- a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected without exception. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
- b. The Bidder must send its proposal in a sealed package including one original and four copies of the complete proposal. Please clearly label the original. One electronic copy of the proposal must also be provided on CD or flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
- c. Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP number and title):

Bidder Name/Return Address

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

Re: RFP # 201411876 - Mobile Technology Equipment & Services

PART IV PROPOSAL SUBMISSION REQUIREMENTS

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

4.1 Proposal Format

1. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 ½" x 11" paper using a font no smaller than 12 point Times New Roman or similar.
2. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
3. Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP.
4. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
5. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Department's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
6. Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

4.2 Appeal Deposit

Each Bidder of this RFP must provide, with its proposal, a deposit in the amount of \$5,000.00 to off-set costs incurred by the State in processing an appeal of the contract award. This deposit must be payable to the Treasurer of the State of Maine in the form of a guaranteed check. The appeal deposit check will be deposited and held by the State of Maine.

In the event the award process for this RFP involves a hearing of appeal, the deposit will be accessed only if the appeal request is found to be without merit, or the hearing of appeal results in a validation of the Department's award. Otherwise, deposits are refundable to all Bidders at the conclusion of the procurement award.

For the purposes of this Section, failure of the State of Maine to award a contract as a result of this RFP does not constitute grounds for accessing the deposit.

4.3 Proposal Contents

4.3.1 Organization Qualifications and Experience

4.3.1.1 Proposal Cover Page w-Debarment, Performance, Non-Collusion Certification-Reference Appendix A

4.3.1.2 Overview of the Organization:

Present a brief statement of qualifications and short summary of relevant experience

4.3.1.3 Organization Location, Licensure and Responsibility

- A. State your full company or corporate name and give the address for your headquarters. Specify how you are organized (proprietorship, partnership, corporation, *etc.*), where you are incorporated or otherwise organized to do business, the year in which you were organized to do business, your employer identification number, and whether or not you are a successor to any previous business(es). The intent of these questions is to ascertain the longevity of your continuous operation and the nature of your business organization. Please provide any additional information which will allow Department to understand fully all such business circumstances.
- B. If a change in your ownership or control is anticipated, describe the circumstances of such change and when the change will likely occur. If any change in your ownership or control has occurred within the last two (2) years, please describe such change in detail and explain the reasons for such change.
- C. Have you ever sought bankruptcy protection or defaulted on a loan? If so, please describe each such circumstance in detail and explain how it should not disqualify you from serving as Provider. In your answer, please describe all corrective measures taken to address the underlying causes for such events, as well as any planned--but as of yet unimplemented--corrective measures.
- D. Have you or any of the persons identified in your response ever been convicted or held responsible (by plea agreement or otherwise) for any crime involving allegations of fraud, breach of public trust, or misconduct involving government officials, domestic or foreign? If so, please describe each such circumstance in detail and explain why it should not disqualify you from serving as Provider. In your answer, please describe all corrective measures taken to address the underlying causes.
- E. Describe in detail all contract/purchase terminations for default or for cause which you have experienced during the past three (3) years, including the other party's name, address, and telephone number. For each, please explain why such termination should not disqualify you from performing as Provider. For each, please also describe all corrective measures taken to address the underlying causes for the termination.

- F. During the past three (3) years, have you ever paid or been charged for liquidated damages in connection with any contract or subcontract? If so, please describe each such circumstance in detail and explain why it should not disqualify you from performing as Provider.
- G. Please indicate whether the equipment and services being supplied are to be supplied by a United States certified authorized equipment seller/reseller of the equipment brand being supplied. Please indicate if all equipment is covered by a United States Warranty program. If this is not the case, detail what warranty exists on the equipment.
- H. Please disclose any other facts or circumstances which a reasonable person might believe would have a bearing on a determination of your honesty, trustworthiness, qualification and experience to perform the work called for by this RFP and your ability to perform such work in a satisfactory manner.

4.3.1.4 Organizational Experience

Briefly describe the history of the Bidder's organization, especially regarding skills and performance pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors.

4.3.1.5 Description of Experience with Similar Projects

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

4.3.1.6 Provider Project Manager

Identify the Provider Project Manager who will perform the work described in your Proposal. Provide (a) a current, detailed resume which sets forth his/her work experience, education, and qualifications; (b) a detailed description of all work they have performed on related projects, if any; and (c) a detailed description of the work they will perform if you are selected as Provider.

4.3.1.7 Provider Team

Provide information on the role of each Provider team member. Identify team member duties and skills they bring to the project.

4.4 Proposed Services

4.4.1 Services to be Provided

Describe how Offeror proposes to provide solutions to the requirements of Section 2. The Proposal should restate the number and caption for each subsection contained in Section 2 of the RFP and, following each restated subsection, provide a detailed description of how Offerors' Proposal will comply with said subsection. Each Offeror must present all information in clear and easily understood language, complete with all appropriate references and cross-references. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. If subcontractors are involved, clearly identify the work each will perform.

4.4.2 Implementation: Work Plan

Provide a realistic work plan for the implementation of the program through the first contract period. Display the work plan in a timeline chart. Concisely describe each program development and implementation task, the month it will be carried out and the person or position responsible for each task. If applicable, make note of all tasks to be delegated to subcontractors.

4.4.3 Demonstration Hardware

Each Offeror must provide one set of demonstration hardware. The demonstration hardware must be a set of the actual hardware the Offeror proposes to supply to the Department. The demonstration hardware shall include one full set of all equipment the Offeror is proposing. For example, one Laptop with all features, one vehicle mount, one charger, cabling, modem, printer(s), etc. The hardware may be used or sales demonstration units although the Department intends to acquire new laptops.

The Department will be testing the supplied demonstration equipment. Testing may include dropping the equipment and other rough treatment to verify that the PC is ruggedized and performs as proposed. The Department shall not be liable for the cost and repair of any equipment damaged during the testing of the equipment. All demonstration hardware will be returned to the Offeror at the conclusion of testing and RFP evaluation unless retention is mutually agreed upon. Test results impact the RFP score. Failure of the demonstration unit to perform satisfactorily will result in elimination of the Offeror's proposal.

4.4.4 Support Plan

Provide information how the Offeror shall support equipment and services over the period of the contract. Provide information on the process Offeror shall use to repair and replace equipment. Provide information how Offeror will replace equipment which may not continue to be available.

4.5 Cost Proposal

4.5.1 General Instructions

- A. The Bidder must submit a cost proposal that covers the entire period of the contract, 48 months.
- B. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- C. Failure to provide the requested information and to follow the required cost proposal format provided in Appendix B may result in the exclusion of the proposal from consideration, at the discretion of the Department.

- D. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

4.5.2 Cost Proposal Form Instructions

- A. The Bidder should fill out Appendix B, following the instructions detailed here and in the form.

4.6 Economic Impact within the State of Maine

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

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

To complete the "economic impact" section of the Bidder's proposal, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

5.1 Evaluation Process - General Information

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

5.2 Scoring Weights and Process

5.2.1 Scoring Weights

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

Organization Qualifications and Experience (45 points)

Includes all elements addressed above in section 4.31.

Specifications of Work to be Performed (25 points)

Includes all elements addressed above in section 4.4.

Cost Proposal (25 points)

Includes all elements addressed above in section 4.4.

Economic Impact within the State of Maine (5 points)

Includes all elements addressed above in section 4.6.

5.2.2 Scoring Process

The review team will use a consensus approach to evaluate the bids. Members of the review team will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points, based upon the proposals' satisfaction of the criteria established in the RFP. The Economic Impact section will also be scored using a consensus approach, with the highest number of evaluation points being assigned to the Bidder(s) with the most economic impact, actual or feasible, as determined by the evaluation team. The Cost section will be scored according to a mathematical formula described below.

5.2.3 Scoring the Cost Proposal

The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$(\text{lowest submitted cost proposal} / \text{cost of proposal being scored}) \times 25 = \text{pro-rated score}$

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

5.2.4 Negotiations

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

Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

5.3 Selection and Award

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

5.4 Appeal of Contract Awards

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

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART VI CONTRACT ADMINISTRATION AND CONDITIONS

6.1 Contract Document

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

Rider A: Specification of Work to be Performed

Rider B-IT: Method of Payment and Other Provisions

Rider C: Exceptions to Rider B-IT

Rider D: (optional; for use by Department)

Rider E: (optional; for use by Department)

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

(Additional Riders can be added as needed by the Department.)

The complete set of standard BP54-IT contract documents may be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>.

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

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

3. The Department estimates having a contract in place by April 2015. The State recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Purchases Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

6.2 Standard State Agreement Provisions

6.2.1 Agreement Administration

- A. Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the successful Bidder in the finalization of the contract.

- B. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

6.2.2 Payments and Other Provisions

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

Payment retainage terms are not anticipated to apply to the contract payments.

PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

7.1 Appendix A

State of Maine Proposal Cover Page w-Debarment Form

7.2 Appendix B

Cost Proposal Form

- A. Cost table
- B. Equipment Unit Cost Detail

PART VIII APPENDICES

Appendix A

**State of Maine
Department of Public Safety
Maine State Police & Office of Information Technology
PROPOSAL COVER PAGE**

RFP # 201411876 - Mobile Technology Equipment & Services

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

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

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

Debarment, Performance, and Non-Collusion Certification

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

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

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

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

Name:	Title:
Authorized Signature:	Date:

Appendix B

State of Maine
DEPARTMENT OF Public Safety
Maine State Police & Office of Information Technology

COST PROPOSAL FORM

RFP # 201411876 - Mobile Technology Equipment & Services

For _____ (“Offeror”)

This RFP requests unit pricing and total cost information for equipment installation services and equipment acquisition/maintenance. The existing Service Level Agreement provider is responsible for removing equipment, as needed, already in place in the vehicles. We expect that the total equipment count and equipment configuration is close to what will occur but it is an estimate. The Department, for purposes of scoring Proposals, will use this Total Cost.

Offerors are advised that all assumptions made in the Cost Model and elsewhere in this RFP regarding quantities are estimates only. Such quantities may increase or decrease. The Agreement is for unit prices only. The Department understands that it may hire additional staff during the course of the agreement and thereby adjust the quantity of equipment. The Department and selected vendor shall agree to payment terms for equipment which will be held less than 4 years when the final contract is created.

To minimize cost, it is the intent of the Department to acquire only the exact quantity and type of equipment needed to perform its functions. Although one type and configuration of computer has been outlined for costing purposes, minor adjustments may be made to the exact configurations so only what is needed for an individual’s job is contracted.

Offeror shall provide a detailed breakdown of unit prices of equipment on the ‘Equipment Unit Cost Detail’ sheet. Equipment listed shall be the items needed for the various vehicle installations (laptop, cables, mount, dock, etc. The Offeror will provide, part number, part description, list price and net price to the State of Maine. Table prices should include only purchase price, not support/maintenance and financing cost.

At the bottom of the cost table the vendor may explicitly state a ‘cost factor’ to be added to the prices to cover the cost of financing the equipment over the 4 year term.

COST TABLE

Item & Unit Counts	Description	Unit Price	Total Cost (units x price x number of periods)
Car Installation Services with Wireless Communication (344)	A per vehicle fee for <u>Installation Services</u> with a Car Mount configuration with Wireless Communication. Vehicles used presently include Crown Victoria, Impala, Ford Interceptor sedan and utility and Chevy Tahoe or similar. (one time, 3)	\$ _____	\$ _____
Vehicle Service with Wireless Communication (280)	A flat monthly fee per vehicle equipped with a CF-53 with Wireless Communication and service supplied in accordance with Equipment Specifications and Support Services. (1,2,3,4,5) (48 periods)	\$ _____	\$ _____
Spare Vehicle (64)	A flat monthly fee per vehicle with CF-53 dock, printer, etc., with equipment specifications and support services. (1,2,3,4,5) (48 periods)	\$ _____	\$ _____
Inspector Laptop Devices (8)	A flat monthly fee per CF-53 supplied in accordance with Equipment Specifications and Support Services. (1,2,3,4,5) (48 periods)	\$ _____	\$ _____
Total Cost			\$ _____

- 1 - Maintenance Pool Spare Equipment Cost should be built into the laptop equipment prices as presented.
- 2 - Vehicle charger, mount, wiring should be included in the laptop categories. Other cost categories are only for installation service costs.
- 3 - Financing Costs – Costs associated with this agreement will be spread evenly over its 4 year term. That is, equipment install cost, planning cost, equipment (laptops, modem, mounts, etc.) purchase cost, monthly maintenance cost, spare pool equipment cost will be paid to the vendor on an even monthly basis. No one time payment of installation or purchase costs will be made. Include the financing cost associated with the project cost in the unit cost per device above.
- 4 - Laptop Operating System license cost (Microsoft Windows 7 Professional) shall be included in the cost of the associated device. Other special use software required for laptop/modem use shall be included in the cost of the laptop and itemized in the Equipment Unit Cost Detail. Application software license costs such as Microsoft Word, Excel, Access, DeLorme Street Atlas, etc. shall be paid directly by the Department and should not be included.
- 5 - Repair Costs – Offeror is responsible for equipment repair and maintenance. Costs associated with equipment repair, due to normal wear and tear failures, shall be included in the monthly service fees presented. All non-wear and tear repairs shall be the responsibility of the Department.

RIDER E

TransCOR Response to RFP 201411876 Mobile Technology Equipment and Services (Limited)

TransCOR's response to the RFP had 14 Items. Due to size limits the following items are not included in this document. They are hereby incorporated by reference:

- Data Sheet – Toughbook_53
- Data Sheet TransCOR Brochure
- Cost Section MDPS RFP 201411876 State and Municipal Contracts Open Market Price List 20150210
- Exhibit A TransCOR's Maine Tracking System and Sample Invoice
- Exhibit C Sample Project Survey Planning Tracking Testing Schematic
- Exhibit D TransCOR MDPS TD Banknorth non-disturbance agreement 20070129
- Exhibit E TransCOR Supplier Certifications
- Exhibit F TransCOR Customer List 200 ME Public Safety 20140729

PART VIII APPENDICES

Appendix A

**State of Maine
Department of Public Safety
Maine State Police & Office of Information Technology
PROPOSAL COVER PAGE**

RFP # 201411876 - Mobile Technology Equipment & Services

Bidder's Organization Name: Haywood Associates Inc. d/b/a TransCOR Information Technologies		
Chief Executive - Name/Title: Thomas D. Haywood, President		
Tel: 978-352-3100	Fax: 978-352-9199	E-mail: tomh@transcor-it.com
Headquarters Street Address: 124 Jewett Street		
Headquarters City/State/Zip: Georgetown, MA 01833		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Proposed Cost:	Configuration A (As Requested) 4,033,820.16 Configuration B (Recommended) \$4,572,956.16
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

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

Debarment, Performance, and Non-Collusion Certification

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

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

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

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

Name: Thomas D. Haywood	Title: President
Authorized Signature:	Date: February 10, 2015

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PROPOSAL COVER PAGE

February 10, 2015

Jeff Cotnoir
Maine Department of OIT
c/o Division of Purchases
Burton M. Cross Building
111 Sewall Street, 4th Floor, 9 SHS
Augusta, ME 04333-0009

REF: RFP # 201411876 DUE: February 11, 2015, 2pm

Dear Jeff,

TransCOR Information Technologies is pleased to provide this response to the Solicitation 201411876. We have reviewed the Solicitation document carefully and have provided comprehensive information for what we believe best serves the interests and requirements of the State of Maine, and the Department's mobile data needs.

We are pleased to include Panasonic Toughbook computers as an integral part of our response; we believe that they are the best mobile computers available for a project of this magnitude.

TransCOR is a recognized leader in mobile integration and providing rugged mobile data solutions. We believe that TransCOR can be a valuable resource and single point of accountability to the State of Maine for supplying rugged computer gear, vehicle mounts, wireless data communications equipment, and on-site vehicle installation and support services.

TransCOR understands not only the best available options but also the pitfalls entailed in implementing systems in the field. Our staff consists of experts in the field of wireless mobile data systems and implementation.

We are confident in completing this project on schedule and within budget in the highest quality manner. Once a TransCOR project is operational we continue to be involved by providing service and support in many ways to our customers.

Thank you again for considering our proposal. I believe we have gained some insight into the State of Maine Department of Public Safety initiatives over the last 12 years, and sincerely hope that we will continue our work together on your mobile computing needs.

Please call me if you have any questions or need any additional information.

Sincerely,

Thomas D. Haywood
President

TransCOR Information Technologies

RESPONSE TO STATE OF MAINE RFR #201411876

RESPONSE TO PART II SCOPE OF SERVICES TO BE PROVIDED

2.0.1 Provider Responsibilities

TransCOR understands and agrees that it is responsible for acquiring all hardware and managing any applicable warranties associated with this Agreement. All equipment has US Warranty program backing by respective manufacturers for between 1-3 years depending upon product. Any gaps in warranty coverage for the period of the proposed agreement are the direct responsibility of TransCOR; TransCOR has budgeted for warranty and post-warranty remedies for all items. In addition, TransCOR agrees that it will be responsible for installation of the equipment, its initial configuration and acceptance testing. TransCOR agrees to submit monthly reports for purposes of itemizing service charges and validating equipment inventory information. See Exhibit A to review current samples of reporting that TransCOR's Maine Tracking System currently produces.

2.0.2 Fingerprint Background Check

TransCOR performs CORI reviews and has had all employees and subcontractors fingerprinted and vetted by Massachusetts State Police/Executive Office of Public Safety and Security; this was last completed for all employees and contractors in September, 2013. Only those employees and subcontractors that have passed will be permitted access to the equipment.

2.1 OPERATING ENVIRONMENT

TransCOR is familiar with MDPS operating environment as stated in the RFP.

2.1.1 Business Overview

TransCOR has gained an understanding of the Department's functional areas as stated in the RFP.

2.1.2 Technical Overview

2.1.2.1 Infrastructure

The hardware specified in our response is compatible with a Microsoft Windows 7 Professional (with Win 8 Pro COA)/Intel infrastructure.

2.1.2.2 Systems

The hardware proposed will support a variety of peripheral devices that are compatible with the Microsoft Windows 7 Professional (with Win 8 Pro COA)/Intel platform. Products offered by TransCOR will be compliant with Intel, Microsoft and other industry standards.

2.1.2.3 Communications

The proposed Panasonic CF-53 Toughbook supports IP-based communication and includes wired LAN 10/100/1000 Ethernet, 4G LTE multi-carrier mobile cellular broadband and Wi-Fi 802.11 a/b/g/n/ac.

2.1.3 Responsibilities

2.1.3.1 Department

TransCOR has carefully reviewed, understands and agrees to the requirements stated in Section 2.1.3.1. TransCOR notes that transitioning existing wireless accounts from the external modems to the new computers will require the Department's extensive involvement and coordination to maintain security and control to provide mission critical continuity in communications; an onsite presence from the wireless carrier(s) during the project may be advised.

2.1.3.2 Provider

TransCOR has carefully reviewed and understands the requirements stated in Section 2.1.3.2. TransCOR believes that the Department shares equal responsibility in the area of maintaining accurate inventory records of operational and Maine Spare Pool equipment. Further information on TransCOR's Asset Management System is provided in §2.6.2.

Rider C of our contract in force reads:

8. ASSET IDENTIFICATION Department agrees that Provider may mark any of

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the Provider's assets furnished pursuant to the Agreement with readily visible identification of Provider's choice that is separate and unique from any other means of identification .

9. INVENTORY CONTROL Department agrees to assist Provider with inventory control responsibilities specified in Section 2.1.3.2 and Section 2.6.2 of Department's RFP. Department and Provider will develop a mutually acceptable inventory control system and Provider will include a description of the system and each Parties

TransCOR agrees that TransCOR shall be responsible for removal of equipment at the end of agreement. However, if the Department terminates the agreement for convenience or for non-appropriation, the Department shall be responsible for removal and orderly return of TransCOR's equipment. This is consistent with Rider C of our current agreement with MDPS:

18. RETURN OF EQUIPMENT UPON TERMINATION Department shall return all equipment furnished by Provider pursuant to this Agreement at Department's headquarters in Augusta, Maine within thirty (30) days of termination of the Agreement.

TransCOR understands and accepts the Department's above outline of responsibilities with comments and exceptions noted above and in subsequent sections.

2.2 EQUIPMENT SPECIFICATIONS

2.2.1 Laptop Device

TransCOR has carefully reviewed and understands the requirements stated in Section 2.2.1.

The CF-53 has recently undergone an upgrade or mark change; the latest revision of the CF-53 is the Mark 4. The Mark 4 CF-53 now includes a Windows 8.1 Certificate of Authenticity (COA) and the Intel Core i5 processor i5-4310U 2.0GHz is a newer design than what is specified in the RFP. Intel Core i5-4310U advantages include:

- The i5-4310U CPU uses more efficient Haswell core, which offers from 2% to 10 %, or 6% on average better performance than similar clocked Ivy Bridge CPUs.
- The Core i5-4310U processor has AVX2 and FMA3 instructions that were introduced in the recent past.
- The Intel Core i5-4310U CPU is 57% more energy efficient.

Configuration A For purposes of responding to the RFP, we have calculated our "Configuration A" costs based on the CF-53 model as specified in the RFP: CF-532ULZACM; the following is the Panasonic factory description: Win7 (Win8.1 Pro COA), Intel Core i5-4310U 2.0GHz, vPro, 14.0" HD Touch, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, 4G LTE Multi Carrier (EM7355), Emissive Backlit Keyboard, Multi-drive, Toughbook Preferred.

However, after review and based on MDPS pilot experience, TransCOR recommends that the Department upgrade what has been specified in this RFP to include these four additional features:

- Upgrade of memory from 4GB to 8GB
- Dedicated GPS
- Dual Pass Thru RF
- Hard Drive Heater

Configuration B The proposed model that incorporates three of the four proposed features – dedicated GPS, Dual Pass Thru RF and Hard Drive Heater – CF-532YLCLCM will be upgraded to 8GB memory upgrade if this

configuration is accepted; TransCOR proposes “**Configuration B**” as being more appropriate for the Department’s needs. The factory description of the recommended model for Configuration B is: Win7 (Win8.1 Pro COA), Intel Core i5-4310U 2.0GHz, vPro, 14.0" HD Touch, 500GB(7200rpm) **w/Heater**, 4GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, Multi-drive, Toughbook Preferred.

TransCOR will present cost options for Configuration A (as requested) and Configuration B (as recommended) in the Cost Table and Equipment Unit Cost Detail.

Please note that the CF-53 model with RFID would preclude the Hard Drive Heater option.

CF-532ULPLCM	Win7 (Win8.1 Pro COA), Intel Core i5-4310U 2.0GHz, vPro, 14.0" HD Touch, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, Contactless Smartcard/RFID, Multi-drive, Toughbook Preferred
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The cost of the RFID option is approximately \$70 based on Panasonic MSRP.

2.2.2 Printer Device

The Brother (the Pentax PocketJet Printer division was sold to Brother) Pocket Jet 6+ is the highest resolution 300dpi durable thermal printer in Brother’s line. At 6 pages per minute, it is over twice as fast as the Pentax printers currently used by MDPS.

2.2.2.1

TransCOR will replace the printers, re-wire the circuit, provide new USB cables and provide perforated roll thermal paper for each configuration; in addition, we will supply a RAM vehicle printer mount that takes up less space and has more flexibility than the current printer mount.

2.2.2.2

To meet this requirement, TransCOR proposes supplying a kit with 100 pages of single sheet thermal paper, cigarette lighter adapter, USB cable, cleaning cloth, documentation and soft-sided printer carry case as it has supplied in the past for standalone/portable use for CID. We will not supply a printer mounting device for this usage. Since it is ambiguous whether this standalone kit is really required and for which group it would be assigned, reference pricing for this is listed in the Equipment Unit Cost Detail. It is TransCOR’s understanding that the printer referenced above in §2.2.2.1 will be installed in all sworn officer vehicles; thus, in our view, the need for a standalone printer version may be minimal or nonexistent.

2.2.3 Mounting System

TransCOR has carefully reviewed, understands and agrees to the requirements stated in Section 2.2.3. We will be providing all Gamber-Johnson mounting components including: CF-53 Docking Stations with Dual Pass Thru RF connectivity, an upgraded Tilt-Swivel-Slide Motion Attachment, new Vehicle Mounting Base, Poles and Stanchions as appropriate for each truck and sedan vehicle model type. TransCOR will provide a new Antenna Plus 4G LTE Exterior Cellular Hockey-Puck Antenna with improved Low-Loss RG-58 Cable. In addition, a new Shut-Down Timer with cover (installation location TBD with Fleet) and DC Adapter (installed in the Dock) will be provided and hard-wired into each vehicle (see §2.3 INSTALLATION SERVICES). We do not expect there to be a need to build an Electrical Panel for just the Shut Down Timer; TransCOR will work with MDPS Fleet to determine a preferred location for the Shut Down Timer and its cover.

Further, TransCOR proposes to allot 25 new mount bases per calendar year for fleet changeover purposes under the seat management service level agreement. If the Department needs to change vehicle types on a larger scale than 25 per year resulting in the need for a large number of new mount bases (for example, replacing all Interceptor Sedans with Dodge Chargers) then either an outright purchase of new mount bases or an amendment to the cost of the seat management service level agreement would be required.

2.2.3.1 Car Mount

TransCOR has carefully reviewed, understands and agrees to the requirements stated in Section 2.2.3.1.

2.2.3.2 Truck Mount

TransCOR has carefully reviewed, understands and agrees to the requirements stated in Section 2.2.3.2.

2.2.4 Electrical Equipment

TransCOR has carefully reviewed, understands and agrees to the requirements stated in §2.2.4.

2.2.5 Equipment in Place

TransCOR has carefully reviewed, understands and agrees to the requirements stated in §2.2.5. TransCOR will work with the Department to plan and implement a course of action that will replace all, some or none of the equipment in place. TransCOR sees the potential to continue to use the following equipment in place: Shut Down Timers, Mount Bases, Mount Poles, Tilt-Swivel-Slides, some Antennas.

2.3 INSTALLATION SERVICES

Please see Exhibit B for a summary of proposed installation project services. We anticipate that this project will be of a greater scope than the original installations of 2003. In the previous project, we were predominately dealing with just Crown Victorias; this implementation will have a good proportion of Interceptor SUV models, more time consuming to install. In addition, we will be removing modems, antennas, electrical panels, electronics, mounts, docks, USB hubs, power supplies, etc. All told, we expect that it will be a more complex project than in 2003.

2.3.1 Other Equipment

TransCOR has carefully reviewed and understands that MDPS will be moving the specified equipment if there is a conflict with the standard equipment installation configuration.

2.3.2 Install Equipment

TransCOR has carefully reviewed, understands and agrees to the requirements stated in §2.3.2. TransCOR is confident it will be able to jointly develop a detailed installation procedure with MDPS prior to implementation.

2.3.3 System Integration

TransCOR has carefully reviewed, understands and agrees to the requirements stated in §2.3.2. Two sample System Acceptance Test worksheets and Asset Tracking sheets are attached in Exhibit C.

2.3.4 User Training Please see §2.7.5

2.4 SUPPORT SERVICES

2.4.1 Spare Pool

TransCOR has incorporated in its proposal what it believes to be a more than adequate level of spare units to be maintained at the Department's spare depot. In addition, TransCOR will maintain an inventory level of spare parts in its own segregated warehouse for re-supplying the Department's spare depot within two business days as specified below in §2.4.2. We have budgeted the following levels of spares for the Department's spare depot:

MDPS Spare Pool

- 6% Computers (Increased from 5%)
- 5% Printers, Electrical Support Devices, Antennas, Other Electronic Equipment, Spare Hard Drives, Docks
- 2% Mount Systems and Non-Electrical/Electronic

TransCOR has budgeted for frequent visits to consult with the Department's mobile technologies coordinator and to pick up and re-supply the Department's Spare Pool.

All equipment is covered by a US warranty for a period of 1-3 years; any gap in coverage is factored into our response. TransCOR has adequately budgeted for warranty and post-warranty remedies for all items.

Note: TransCOR stipulates that the spare equipment pool is to be used by the Department for purposes of maintaining and repairing in-service equipment only. The spare equipment pool is not to be drawn from by the Department as a convenience in adding new vehicles for vehicle replacement or for purposes of adding new vehicles to the fleet for new hires.

Note: For purposes of managing the spares depot inventory, the Department must provide reasonable and timely access to the spares depot.

2.4.2 Equipment Maintenance

TransCOR Spare Pool

- 3.0% Computers (Increased from 2.5%)
- 2.5% Printers, Electrical Support Devices, Other Electronic Equipment, Spare Hard Drives, Docks
- 1% Mount Systems and Non-Electrical/Electronic

Emergency Standby Provisions

In the event the State requires rugged computers, peripherals, accessories or services in a State of Emergency situation, please let us know, and we will provide access to our inventories. Since we have on hand on average \$1.75 million in inventory in the form of 400 rugged computers, associated wireless modems, antennas, mobile printers, scanners and related equipment, MDPS and the State would have easy access to our inventory as an extended source of needed rugged computers and supplies. We are used to responding quickly to an emergency, as we did in supplying 125 computers to Ground Zero in the World Trade Center aftermath. Please note that our outgoing phone system message provides Tom Haywood's cell phone number (617) 803-2777 in the event of a need for Emergency Standby Provisions for Maine, Massachusetts and Rhode Island.

2.4.3 Consumable Supplies

TransCOR agrees to this requirement.

2.4.4 Laptop Batteries

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TransCOR agrees to replace any battery if it fails to keep a 50% charge within 24 months of deployment. A 1-1.5 year service life is expected of Lithium Ion batteries by the computer industry (i.e., 500 full cycle charges and typical manufacturers' warranties of one year), but computers on extended vehicular power may have a slightly longer service life. Batteries beyond a 24 month duty cycle are considered by TransCOR as consumable supplies under §2.4.3.

2.4.5 Other Damage

TransCOR agrees with §2.4.5 and notes our current contract in force Rider C Section 13 and Rider C Section 14 (amended 11/4/09). A proposed modification to the existing Section is marked up to accommodate future extended Term dates.

13. **MAINTENANCE** Provider will repair or replace any equipment; excluding batteries, fuses, bulbs and paper, that fails to operate as specified, due to manufacturer defect or normal wear and tear, at any time during the term of the Agreement. For purposes of this Section the term "normal wear and tear" means damage or wear that could reasonably be expected through the use of equipment used in Department's environment. For purposes of this Section the term "normal wear" does not include loss due to theft; damage caused by intentional abuse or misuse; damage or loss due to an act of God, act of war, act of terrorism, riot, fire, explosion, flood or other catastrophe; damage caused as a result of a vehicular crash; damage caused by using the equipment in a manner for which it was not designed, damage caused by improper reinstallation of the equipment by Department; or damage caused by using the equipment in combination with other hardware not approved by Provider.

14. **ADJUSTMENT DUE TO DAMAGE OR LOSS** Department will compensate Provider for loss or damage to equipment that is outside the scope of Provider's responsibility. Compensation for loss will be prorated on a monthly basis. Proration will be calculated by evenly depreciating the base value of the equipment over a forty-eight (48) month period. If the contract period is extended and equipment is added after the initial term, proration will be calculated by evenly depreciating the base value of the equipment from the date of initial purchase to the new extended term date. The base value of the equipment is based on this RFP Response section Equipment Unit Cost Detail.

2.5 REMOVAL SERVICES

TransCOR agrees to removing equipment at the end of the Agreement Term. The Department shall be responsible for removal and orderly return of equipment if for any Termination for Convenience or for Non-appropriation of Funding. Note Rider C §18:

18. **RETURN OF EQUIPMENT UPON TERMINATION** Department shall return all equipment furnished by Provider pursuant to this Agreement at Department's headquarters in Augusta, Maine within thirty (30) days of termination of the Agreement.

2.6 REPORTING REQUIREMENTS

TransCOR has provided samples of all reports required as listed below. See Exhibit A for page 1 samples of requested reports.

2.6.1 Itemized Invoice

TransCOR has been producing monthly invoices for In-Service equipment, Spare Vehicles and related since 2003; we believe our invoicing mutually works for both organizations. In addition, the Department has in the past requested additional levels of granularity in TransCOR invoicing i.e., invoicing for equipment added after contract mid-term, invoicing for Spare Vehicles with no computers, and we hope to be able to accommodate what is requested in the future. See end of Cost Table for proposed pricing of equipment added after contract mid-term and Spare Vehicle equipment pricing. Sample page 1 of our recent invoice and first and last pages of our Invoice Detail Report are located in Exhibit A.

2.6.2 Inventory File

We can provide this at any time requested. We often support the Department's mobile equipment coordinator in providing ad hoc queries for research purposes.

TransCOR agrees to the items in §2.6.2 with the stipulation that the Department shares in the responsibility of maintaining accurate inventory records since the Department will be directly relieving inventory from the MDPS Spare Pool as well as performing de-/re-installs in replaced vehicles. Non-serialized equipment including cables, mounts and electrical components are not tracked in our Asset Management System but are tracked manually.

2.6.3 Maintenance Report

TransCOR agrees to the requirements stated in §2.6.3.

2.7 PROFESSIONAL SERVICES

2.7.1 Implementation Schedule

TransCOR agrees to these requirements, with the following proposed change: the implementation schedule is to be completed within thirty (30) days of a mutually agreed upon Project Kickoff Meeting, and installation and certification of all units will occur within four (4) months of the Project Kickoff Meeting. A Preliminary Project Plan is provided in the form of a Gantt charts in Exhibit C.

2.7.2 Installation Analysis

TransCOR has carefully reviewed, understands and agrees to the requirements stated in §2.7.2.

2.7.3 Acceptance Test

TransCOR has carefully reviewed, understands and agrees to the requirements stated in §2.7.3; however some software testing may be the purview of MDPS IT for security reasons. Exhibits of System Acceptance Test worksheets for each vehicle are included in Exhibit C.

2.7.4 System Installation

Per our budgeting assumptions, TransCOR agrees to this section based on the proviso that (a) all installations be undertaken only at the aforementioned four facilities; and, (b) the Department coordinator ensure that during the

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vehicle installation subprojects, an adequate supply of vehicles to be installed will be provided in a timely manner to eliminate waiting for vehicles and maintain adequate productivity of TransCOR personnel. TransCOR's proposal for this project does not include performing installations at more sites, additional travel to additional sites or installer downtime.

2.7.5 Training

2.7.5.1 Training Plan

TransCOR will co-develop a training plan with the Department.

2.7.5.2 Train the Trainer

We understand that the officers are now experienced end-users, and TransCOR agrees with these requirements and the Department's strategy to focus on the new features of the system in developing training material, providing training to support staff, providing direct training as necessary and training-the-trainers. The overall strategy for this project should be to get Troopers' equipment upgraded expeditiously and focus solely on training on new features and items.

2.8 LOGISTICS ISSUES

2.8.1 Coordination

Agreed. TransCOR will designate an appropriate key contact and backup. TransCOR will supply the MDPS coordinator with a contact list of TransCOR personnel responsible to the Department.

2.8.2 Software Upgrade

Understood and agreed. If at any time during the Agreement, with adequate notice for scheduling, TransCOR can make available a physical Hard Drive Duplicator and Trained Operator for HDD cloning purposes. We will commit to providing 5 person days of support per calendar year in this area. We have assumed that we will be cloning all HDDs for this year's roll-out.

2.8.3 Vehicle Replacement

TransCOR strongly believes that accurate asset management by all parties will be critical to maintaining smooth operations. This will be a joint effort and commitment.

2.9 OTHER TERMS

2.9.1 Liquidated Damages

For clarity, TransCOR recites the current Agreement in force under Rider C, Section 1:

1. **LIQUIDATED DAMAGES** Department and Provider agree that it will be impossible to ascertain the amount of damages arising out of a breach by Provider of its obligations to meet the Implementation Schedule or otherwise fail to meet its obligations. Accordingly, in the event of any such breach, Provider agrees to reduce Fees to be paid by Department by the amounts specified below as liquidated damages for such breach and that such liquidated damages shall be in addition to and without limitation of any rights or remedies which Department may have under the Agreement or at law or in equity arising out of or related to any other breach by Provider of its obligations:

a) Implementation Schedule. In the event that the system installations do not occur within thirty (30) days of the date shown on the Implementation Schedule, fees shall be reduced by Fifty Dollars (\$50) per day per unit. The

reduction in fees for any payment milestone shall not exceed fifty percent (50%) of the value of the payment milestone.

b) Provider will not be held liable for failing to meet the Implementation Schedule if the Department determines, at its discretion, that the failure to meet the Implementation Schedule was 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, manufacturer's recall of equipment, 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 Department 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.

2.9.2 Delivery Schedule

TransCOR believes that Rider C, Section 1, as stated above, applies to this section as well.

2.9.3 Letter of Credit

Request for Negotiation: Based on TransCOR's strong service-oriented relationship and past performance with Maine Department of Public Safety, OIT and other municipal, county, state agencies and public utilities, and solid track record with governmental agencies and public utilities in other locales, we respectfully request exemption from this requirement. We have adequate financing aligned to perform the obligations under the Department's agreement over its term, but a Letter of Credit for the full contract amount would be extremely costly for all parties.

In the current contract in force, to protect the security interests of the Department, this issue was resolved as follows:

1. To protect the Department against a potential repossession by the Provider's lender of the equipment which is the subject of this agreement, the Provider's lender (at the time TD Banknorth) entered into a Non-Disturbance Agreement (a copy of which is attached as an Exhibit D) with the Department. This agreement allowed the Department, in the event of a default by TransCOR, to make its monthly payments directly to TransCOR's lender. Thus, the Department was assured of keeping all of its equipment in place at no additional cost.
2. To allow the Department adequate resources to engage technical support, spare equipment and maintenance during an interim period in the event of a default, TransCOR and the Department agreed that a \$62,500 Irrevocable Letter of Credit payable to the Department in combination with the Non-Disturbance Agreement would be sufficient security.
3. Later, in our Master Agreement First Amendment of November 4, 2009 MDPS and OIT agreed to waive the original RFP requirement for TransCOR to provide a Letter of Credit.

TransCOR and its lender Bank of America are prepared to provide the Department similar security as the Department deems necessary; however, TransCOR respectfully requests the Department waive this requirement for the abovementioned reasons.

4.3 PROPOSAL CONTENTS

4.3.1.2 Overview of the Organization

TransCOR has specialized in one area since 1995: outfitting customers in challenging environments and providing turn-key rugged mobile computing solutions. We work with customers to ensure that design and installation requirements are met for rugged computer configurations, mobile vehicle mounts, docking systems, mobile printing, wireless connectivity and AVL/GPS. We are acknowledged as a national leader in this arena,

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and have received multiple awards by Panasonic as “Integrator of the Year”. We have been considered by Panasonic as one of their Top 10 Public Safety specialists since 1999.

TransCOR has a solid record in focusing on wireless, mobility, vehicular solutions, rugged computers, mounts, antennas while continually supporting our customers. We have over 1681 customers of which over 885 are Public Safety/First Responders. We have supported the State Police organizations of Rhode Island, Massachusetts and Maine over many years. We have statewide contracts in Massachusetts, Maine and Rhode Island.

Our employees are recognized experts in wide-area wireless and related fields. We frequently consult with customers and provide seminars on what to expect in new and developing technologies.

TransCOR has extremely broad experience in large scale vehicular installation projects for Public Safety agencies and public utility companies of 100+ vehicles. Our on-site installation technicians have experience in thousands of vehicles and the problem solving that is required with variability in multiple vehicle types and model years. Our user, fleet manager and system administrator training programs are integral to many of our large scale installation projects.

We have vast experience in the project management that is needed in larger projects and can anticipate the problems and pitfalls that may occur. We also understand the coordination needed with our customers’ end users and can help prepare the way to make implementation less disruptive.

TransCOR has managed parts for redeployments, and reserve and spare inventories on behalf of several customers over many years. This includes Massachusetts State Police, Massachusetts Environmental Police, Maine Department of Public Safety, Iberdrola (Central Maine Power) and several smaller agencies. We maintain a segregated warehouse area for customers’ parts and spares. As a stocking distributor of Panasonic Toughbooks, mounts, wireless modems, antennas and related accessories, TransCOR can also provide quicker turnaround and support of all our customers’ needs.

TransCOR has a proprietary Asset Management system that can provide a history by part, user and location (vehicle) by time slices. A variety of reporting mechanisms provide a picture of what is in our spare pool, our customers’ spare pool, what is “In Service” and what is out for repair. Sample reports and data are provided in Exhibit A.

TransCOR has experience in providing seat management service level agreements, short term rentals and long term leases.

TransCOR holds statewide contracts, open to all Eligible Entities, with the Commonwealth of Massachusetts, States of Maine and Rhode Island and other significant procurement vehicles including the cities of Boston, Springfield and Massachusetts Environmental Police, MassDOT and TransCOR is authorized for Panasonic’s WSCA Contracts for Vermont and New Jersey.

As one of only a few stocking Toughbook integrators in the U.S., TransCOR is uniquely positioned to support the State of Maine in a state of emergency. We are used to responding quickly, as we did in supplying 125 computers to Ground Zero in the World Trade Center aftermath. We inventory not only peripherals, accessories and parts for mobile data and wireless systems, but have an average of well over 400 rugged computers on hand and \$1.75 million in general inventory at any one time. In the event of a state of emergency, the State would have easy access to our inventory as an extended source of needed rugged computers and supplies.

In summary, TransCOR supplies:

- Rugged MDTs, Vehicle Mounts and On-site Installation
- Wide Area Wireless Network Hardware, Integration and Installation
- Project management
- Panasonic Professional Displays and Projectors
- Telemetry and SCADA Equipment
- Vehicular-based Mobile Printing and Barcode Scanning

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- Automatic Vehicle Location Software, Integration and Installation
- User, Fleet and Administrator Training
- Asset Management and Tracking
- Disk Image Management
- Spare Parts, Accessories, Rentals and Refurbished Equipment
- Ongoing Onsite and Telephone Support

TransCOR has 13 employees and regularly employs an additional 10 trained and experienced contract employees for large-scale installation support.

TransCOR is a growing, profitable small business and its principals have never been barred from doing business with any government agencies nor have any past or present filings for bankruptcy

4.3.1.3 Organization Location, Licensure, and Responsibility

A. Haywood Associates Incorporated d/b/a TransCOR Information Technologies, incorporated in March 1994 in Massachusetts. Our Federal Employer Identification Number is 04-3223372. TransCOR is not the successor to any previous business. It has been located in a 10,000 sq. ft. facility at 124 Jewett Street, Georgetown MA 01833 since 2002. TransCOR has one employee who is a resident of Maine.

B. No change of ownership has occurred since incorporation. No change of ownership in the company is currently anticipated.

C. TransCOR has never defaulted on a loan, been in breach of contract or sought bankruptcy protection.

D. No, TransCOR nor any employees have ever been convicted or held responsible for any crime involving allegations of fraud, breach of public trust, or misconduct involving foreign or domestic government officials.

E. TransCOR has never been subject to contract/purchase terminations for default or for cause or for any other reason of breach of regulation or agreement.

F. TransCOR has never paid or been charged for liquidated damages.

G. TransCOR is the authorized reseller/distributor/integrator of all proposed equipment. TransCOR holds the highest levels of authorization from Panasonic, Gamber-Johnson, Brother (Pentax) and Antenna Plus. Exhibit E provides letters attesting to our relevant certifications. All equipment has US Warranty program backing by respective manufacturers for between 1-3 years depending upon product. Any gaps in warranty coverage for the period of the proposed agreement are the direct responsibility of TransCOR; TransCOR has budgeted for warranty and post-warranty remedies for all items.

H. We believe our track record, references and responses to the above questions speak to our honesty, trustworthiness and qualifications adequately. We believe that our experience working with MDPS since 1996 and under contract since 2002 has been positive, and we look forward to continuing our relationship. An updated customer list follows in Exhibit F. The approximately 200 Maine Public Safety agencies are listed in red.

4.3.1.4 Organizational Experience

TransCOR is a company that has been focused on providing rugged mobile computing and wireless solutions for 20 years. It has been a leader in this area and on the cutting edge in deploying new technologies in vehicles. Our organization is dedicated to providing the top quality, the best parts, comprehensive services and never giving up until any and all problems are beaten down. We have provided and supported in-dash displays, GPS-based Automatic Vehicle Location tracking applications, multi-display mobile command centers, multi-cellular failover communications, handhelds, printing, scanning and a multitude of other different computing and communication modalities. Our organizational experience has always been in this area, so our employees have become true experts in this specialization; our 13 employees have 110.45 combined years of service with the company; on average each employee has 8.5 years of service. Our company has vast project implementation experience: as a small company, all of our employees pitch in on the large projects. In the last year and a half, we have implemented projects with 790 vehicles, 255 vehicles, 200 vehicles, 100 ambulances and two projects requiring our coordination among multiple municipalities participating in regional consortiums encompassing 40-75 vehicles – all of these all require significant project management skills.

TransCOR has worked with Panasonic since 1996 and is a Prime, Gold-level Panasonic reseller that has earned 3 Panasonic Reseller of the Year awards in the last 10 years. TransCOR has worked with Panasonic in the following markets: Public Safety (Fire/EMS/Law Enforcement), Government, Transportation, Education, Public Utilities, Distribution, OEMs, Environmental and Agriculture.

Since its inception, TransCOR has done business with 1681 customers where we have provided Panasonic content, of these, over half (885) are Public Safety agencies, 268 are other Governmental agencies, 165 are Public Utilities, 45 are other OEMs, 57 are Resellers and 262 are other Commercial organizations. TransCOR has undertaken Panasonic-centric business with 200 Public Safety agencies in the State of Maine.

4.3.1.5 Description of Experience with Similar Projects

1. One of the more complex projects TransCOR has undertaken in the last year and a half is with Iberdrola, a company headquartered in Spain with subsidiaries including New York State Electric and Gas (NYSEG), Rochester Gas & Electric (RGE) and Central Maine Power (CMP). We have supplied and installed 790 Panasonic computers, convertible tablets and rugged tablets in 15 vehicle types in 27 locations over a four month period. We installed not only computers but also external modems, GPS, external antennas and performed 100% testing of power, communications, computing and application software. Our crew size varied by subproject between 4-14 experienced and trained installers, administrators, project managers and system testers. The project entailed considerable piloting, scheduling, project management and daily reporting. An ongoing parts depot and Spare Pool is maintained at TransCOR for Iberdrola. Our key contact is John Wyman, IT Manager (585)724-8385.

2. Liberty Utilities has 4 locations in New England and we have performed de-/re-installation of approximately 111 vehicles including Panasonic CF-31 Toughbooks, Sierra Modems, Sierra Wireless AirVantage Remote Management System (AVMS), Antennas, mounts, Trackstar Automated Vehicle Location (AVL), Man-Down Alert system with Vehicular Switches and wireless transponders reporting into a central Man-Down system, custom installation of intricate AMR Readers and significant project management. Ozzie Cabral, IT Manager (774)627-2874.

3. We have performed annual installation and ongoing support for Massachusetts State Police for going on 13 years. The quantity of cruisers we've installed has averaged at about 225 per year, ranging from 150-250 per year. TransCOR installs Computers, Docks, Mounts, Antennas, Printers and Bar Code Scanners. We have been involved in the design of mounting gear and special programming of 2D Bar Code scanners for both Troopers and Commercial Vehicle Enforcement and specialized printers and mounts for Commercial Vehicle Enforcement. In addition, TransCOR has supported MSP's pilots for in-dash displays, tablets and a statewide e-citation application pilot, among others. The annual projects involve considerable project management and logistics support, computer preparation, asset tagging and tracking, onsite project administration and 100%

system testing of all installed vehicles. In addition, TransCOR provides ongoing onsite support to MSP for its entire installed base under a 5 Year Service Level Agreement; we respond within 24 hours and repair/replace equipment within 72 hours for the entire fleet of approximately 1200 vehicular computer setups throughout the Commonwealth. TransCOR meets the Trooper at his/her convenience for a repair. We house a Spare Pool for MSP of 5 years of equipment configurations and keep a fleet of break/fix vans on the road to support them. Margaret Sullivan, Assistant Secretariat/CIO, (508)820-2227.

4. TransCOR has been steadily working with the Central Massachusetts Regional Planning Council (a Homeland Security Consortium) since 2010. We have worked on multiple projects involving installing vehicular Computer setups for 25 cities and towns in Central Massachusetts. This has included cruisers, fire apparatus and ambulances. We have installed over 100 rugged Panasonic computers over this 4 year timespan – most of these have been CF-31s and CF-19s. Our work has been heavily involved in Pre-Sales Consulting, Project Management, Installation Services, Asset Tracking, Maintenance and Ongoing Support. Michael Dunne, Homeland Security Program Coordinator, (508)459-3330.

4.3.1.6 Provider Project Manager

Tom Haywood will be serving as the overall Project Executive, Bob Ducasse will serve as Project Administrator and Al Bunnell will manage all onsite installation subprojects.

Tom Haywood, TransCOR's president has been involved in automating field organizations since 1987. At Wang Laboratories in the 1980s he served in several functions: Product Line Manager developing new software and hardware products; Project Manager and Project Executive managing projects directly as well as managing other Project Managers in systems development and new business integration project areas. He managed new systems projects at Wang that involved the coordination of multiple project teams and personnel over 30 countries. Tom has also worked in other fields including broadcasting, fundraising for national health agencies, public relations, and developed new business initiatives in several Eastern European countries after their emergence from the Soviet Union. Since 1993, he has been focusing on rugged mobile computing areas. He is a certified 3M Total Quality Management (TQM) Facilitator/Trainer and holds a MBA from University of Massachusetts, Amherst and BA from San Francisco State University.

Bob Ducasse, Senior Account Executive, will be highly involved in administering the MDPS project roll-out. Bob Ducasse brings to the project more than 19 years of mobile computing experience for Public Sector and Law Enforcement. Prior to joining TransCOR, Bob spent 11 years at Panasonic Solutions Company. At Panasonic, Bob was an Area Sales Manager covering Government accounts in New England and New York for over seven years. For over four years at Panasonic, Ducasse was the Public Sector Manager for the Eastern half of the United States. Bob served as a Maine State Trooper for over four years, and during his tenure he was the Director of Uniform Crime Reporting for the State of Maine. TransCOR has worked with Bob Ducasse for over 15 years as both a customer and as a supplier. His knowledge of Public Safety applications and his experience in identifying and implementing mobile solutions for organizations of all different sizes is incomparable.

Al Bunnell, TransCOR's Installation Manager has successfully managed hundreds of mobility projects for TransCOR. He has certifications in computer repair, vehicular video system installation, wireless and automatic vehicle location application integration. He has a background in marine mechanical, electronics and engine repair. Al has worked in construction, painting, automotive repair and is a certified chimney sweep. He is a graduate of vocational school and regularly attends professional seminars and training classes related to computer hardware, software, database development and network technology.

4.3.1.6 Provider Team

President/Project Executive	Tom Haywood
Sr. Acct. Executive/Project Administrator	Bob Ducasse
Installation Services Manager	Al Bunnell
Project Scheduling/Installation Services	Rick Berard
Project Warehousing/Logistics	Mike Hackett

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Project Operations Support/Testing
Project Operations Support/Testing
Project Operations Support/Testing
VP of Operations
Installation Technician
Installation Technician

Dave Hathaway
Rhonda Tryder
Brandon McCarter
Larry Vernick
Derek Johnson
Ed Remietis

4.4.1 Services to be Provided

See PART II SCOPE OF SERVICES TO BE PROVIDED.

4.4.2 Implementation: Work Plan

Topmost Level: At the outset of this project, documentation, i.e., lists, will need to be compiled of any Open Issues: questions and logistics that need closure or clarification. We want to know what we don't know as soon as possible. Closure will be reached through a comprehensive process of review by the Project Team from MDPS and TransCOR. We will exhaustively go through all details to minimized loose ends and "gotchas". Every Project Team member's voice and concerns will be heard and documented.

Prospective dates will be reviewed with the Project Team. Predecessor and Successor Tasks will be examined and resolved for dependencies.

A realistic Project Plan will be derived from this pre-work. A Project Kick-Off Meeting will be held officially to drive the project. The Kick-Off Meeting will cover:

- Introductions/Contact List
- Game Plan – Where are we now / Where are we going?
- Preliminary Project Plan – Overview & Detail
- Questions & Issues Log Review – Detail
- Proposed Training Plan
- Proposed Test Plan
- Tracking Database – What Does Each Organization Need
- Next Steps/Next Meetings
- Other Business

Exhibit C shows a top-level timeline and macro view of the project and expected tasks. These are not all the hurdles to cover for this project. All Tasks, Personnel and Dates are TBD.

Exhibit C also contains a site-level prospective working team assignment – essentially who does what. All Tasks, Personnel and Dates are TBD.

4.4.3 Demonstration Hardware

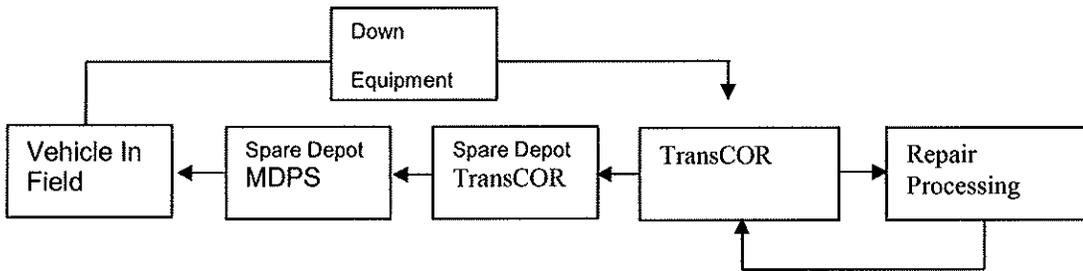
TransCOR has supported MDPS in testing laptops and tablets for this next stage of new technology. Currently, CF-53s supplied by TransCOR are in the hands of several Department personnel for testing. If additional systems, peripherals, mounting gear, consoles, electrical gear or anything is required for further test, please let TransCOR know.

4.4.4 Support Plan

We believe a depot support plan will work for the Department as long as the Maine Spare Pool equipment is: 1) used for down components and not for outfitting new vehicles or additional headcount; 2) any down components are returned to TransCOR on a timely basis either by shipment or request for pickup. A significant

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investment in Spare material is critical to keeping Troopers up and running. TransCOR wants to make sure the Department is covered adequately; TransCOR will increase the CF-53 Spare Pool from a total of 7.5% to 9.0% to have additional buffer of this semi-rugged laptop. The general flow for the break/fix and support process is:



An issue of ongoing concern is if there is increased headcount after the technology refresh has occurred. Can we keep adequate numbers in our Spare Pool and warehoused in Inventory? We believe TransCOR has been very liberal in keeping adequate stocks of all parts for over 12 years: the only example of a challenges and how it was handled related to the Pentax (now Brother) Pocket Jet Printer. When we learned that Pentax PJ Printer Parallel to USB Smart Cable was end-of-life, we bought up every unit we could from Pentax. We repeatedly sourced them, and the situation ultimately forced a mixed configuration of Printers for MDPS. While this problem was difficult to foresee, TransCOR did respond with different strategies. We have other customers for whom we have kept years of stock to continue to support them at a consistent configuration.

4.5 COST PROPOSAL

TransCOR's cost proposal is contained in Appendix B.

TransCOR is currently maintaining best value pricing on three state contracts and multiple municipal procurement vehicles.

Consistent with the Maine's Best Value Provisions, TransCOR has managed its pricing practices and offered Best Pricing provisions to Eligible Entities in the State of Maine and at the same levels through contracts with the Commonwealth of Massachusetts, State of Rhode Island, City of Boston, Boston Public Health Commission, MassDOT and Massachusetts Environmental Police. Those provisions include:

1. A greater than 12.5% discount from published MSRP pricing for new Fully-Rugged Panasonic Toughbooks.
2. A minimum 12.5% discount from published MSRP pricing for all products and services on TransCOR's current price list (see "State and Municipal Contracts Open Market Price List in Cost Section) with the exception of a limited number of "Business-Rugged" Panasonic Toughbooks, Service and Software items.
3. "Best Value" negotiated pricing for large Governmental orders: when large quantity (e.g., quantities greater than 100) "big buy" pricing has been extended, other departments may purchase the same item at the lower price provided TransCOR receives their purchase order within 21 days of the original purchase order.
4. TransCOR frequently adds evolutionary and new products to TransCOR's product/price database based on requests from customers and when new products are available. TransCOR makes this pricing available to eligible Commonwealth Entities under Best Value/Best Pricing provisions on an ongoing basis. TransCOR publishes a "State and Municipal Contracts Open Market Price List" (see Cost Section) and distributes this to contract managers quarterly and upon request.
5. TransCOR offers a 1% prompt payment discount if payment is received within 20 days of invoice date.

These provisions will be made available to all Eligible State of Maine Entities including but not limited to State, County and Municipal government and Educational Entities.

Our proposed Pricing Index is:

CF-19 Toughbook Rugged Convertible Tablet	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	15.5%
CF-31 Toughbook Fully Rugged Laptop	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	15.5%
CF-53 Toughbook Semi-Rugged Laptop	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	12.5%
CF-C2 Toughbook Semi-Rugged Convertible Tablet	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	10.0%
CF-F9 Toughbook Semi-Rugged Laptop	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	10.0%
FZ-G1 Toughpad Fully Rugged Tablet	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	12.6%
FZ-A1 Toughpad Fully Rugged Tablet	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	12.6%
FZ-M1 Toughpad Fully Rugged Tablet	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	12.6%
Havis Docking Stations	www.havis.com	25.0%
Gamber Docking Stations	www.gamber.com	25.0%
Panasonic Services	www.transcor-it.com/data/Panasonic-MSRP-Price-List.xls	0.0%
TransCOR Services	TransCOR State & Municipal Contracts quarterly catalog/price list update	12.5%
Other Equipment	TransCOR State & Municipal Contracts quarterly catalog/price list update	12.5%

4.6 Economic Impact within the State of Maine

We believe TransCOR has had significant positive direct economic impact upon the State of Maine since 2002. In addition, we have provided indirect benefits through charitable contributions and donations of computers to youth-oriented organizations in Maine.

Our direct impact over the period 2002-2014 has been \$1.1 million:

Sales/Use Tax	\$ 267,250.00
Payroll	\$ 712,175.00
Payroll Withholding	\$ 48,304.00
Income Tax	\$ 65,156.00
Purchases from ME Corporations	\$ 9,654.00
TOTAL 2002-2014	\$ 1,102,539.00

Appendix B

State of Maine
DEPARTMENT OF Public Safety
Maine State Police & Office of Information Technology

COST PROPOSAL FORM

RFP # 201411876 - Mobile Technology Equipment & Services

For Haywood Associates Inc. d/b/a TransCOR Information Technologies (“Offeror”)

This RFP requests unit pricing and total cost information for equipment installation services and equipment acquisition/maintenance. The existing Service Level Agreement provider is responsible for removing equipment, as needed, already in place in the vehicles. We expect that the total equipment count and equipment configuration is close to what will occur but it is an estimate. The Department, for purposes of scoring Proposals, will use this Total Cost.

Offerors are advised that all assumptions made in the Cost Model and elsewhere in this RFP regarding quantities are estimates only. Such quantities may increase or decrease. The Agreement is for unit prices only. The Department understands that it may hire additional staff during the course of the agreement and thereby adjust the quantity of equipment. The Department and selected vendor shall agree to payment terms for equipment which will be held less than 4 years when the final contract is created.

To minimize cost, it is the intent of the Department to acquire only the exact quantity and type of equipment needed to perform its functions. Although one type and configuration of computer has been outlined for costing purposes, minor adjustments may be made to the exact configurations so only what is needed for an individual’s job is contracted.

Offeror shall provide a detailed breakdown of unit prices of equipment on the ‘Equipment Unit Cost Detail’ sheet. Equipment listed shall be the items needed for the various vehicle installations (laptop, cables, mount, dock, etc). The Offeror will provide, part number, part description, list price and net price to the State of Maine. Table prices should include only purchase price, not support/maintenance and financing cost.

At the bottom of the cost table the vendor may explicitly state a ‘cost factor’ to be added to the prices to cover the cost of financing the equipment over the 4 year term.

COST TABLE

Item & Unit Counts	Description	Unit Price	Total Cost (units x price x number of periods)
Car Installation Services with Wireless Communication (344)	A per vehicle fee for <u>Installation Services</u> with a Car Mount configuration with Wireless Communication. Vehicles used presently include Crown Victoria, Impala, Ford Interceptor sedan and utility and Chevy Tahoe or similar. (one time, 3)	\$ <u>19.18</u>	\$ <u>316,700.16</u>
Vehicle Service with Wireless Communication (280)	A flat monthly fee per vehicle equipped with a CF-53 with Wireless Communication and service supplied in accordance with Equipment Specifications and Support Services. (1,2,3,4,5) (48 periods)	CONFIGURATION A As Requested \$ <u>246.00</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> \$ <u>285.00</u>	CONFIGURATION A As Requested \$ <u>3,306,240.00</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> \$ <u>3,830,400.00</u>
Spare Vehicle (64)	A flat monthly fee per vehicle with CF-53 dock, printer, etc., with equipment specifications and support services. (1,2,3,4,5) (48 periods)	\$ <u>114.00</u>	\$ <u>350,208.00</u>
Inspector Laptop Devices (8)	A flat monthly fee per CF-53 supplied in accordance with Equipment Specifications and Support Services. (1,2,3,4,5) (48 periods) [TransCOR assumes Inspectors need a CF-53, standalone Printer Kit and Printer Cigarette Lighter Adapter. The won't be getting any Installation Services, Dock, Printer Mount or External Antenna]	CONFIGURATION A As Requested \$ <u>158.00</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> \$ <u>197.00</u>	CONFIGURATION A As Requested \$ <u>60,672.00</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> \$ <u>75,648.00</u>
Total Cost			CONFIGURATION A As Requested \$ <u>4,033,820.16</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> \$ <u>4,572,956.16</u>

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Item & Unit Counts	Description	Unit Price	Total Cost (units x price x number of periods)
<p>1 - Maintenance Pool Spare Equipment Cost should be built into the laptop equipment prices as presented.</p> <p>2 - Vehicle charger, mount, wiring should be included in the laptop categories. Other cost categories are only for installation service costs.</p> <p>3 - Financing Costs – Costs associated with this agreement will be spread evenly over its 4 year term. That is, equipment install cost, planning cost, equipment (laptops, modem, mounts, etc.) purchase cost, monthly maintenance cost, spare pool equipment cost will be paid to the vendor on an even monthly basis. No one time payment of installation or purchase costs will be made. Include the financing cost associated with the project cost in the unit cost per device above.</p> <p>4 – Laptop Operating System license cost (Microsoft Windows 7 Professional) shall be included in the cost of the associated device. Other special use software required for laptop/modem use shall be included in the cost of the laptop and itemized in the Equipment Unit Cost Detail. Application software license costs such as Microsoft Word, Excel, Access, DeLorme Street Atlas, etc. shall be paid directly by the Department and should not be included.</p> <p>5 - Repair Costs – Offeror is responsible for equipment repair and maintenance. Costs associated with equipment repair, due to normal wear and tear failures, shall be included in the monthly service fees presented. All non-wear and tear repairs shall be the responsibility of the Department.</p>			

UNITS ADDED AFTER CONTRACT MID-TERM

The baseline of number of units will be established as of May 1, 2017. Any units in service above the baseline number of units after this date will be invoiced at a factor of 1.32 over the flat monthly service fees established above:

- Vehicle Service with Wireless Communication -- Configuration A \$325.00
- Vehicle Service with Wireless Communication -- Configuration B \$376.00
- Spare Vehicle Service with Wireless Communication -- \$150.00
- Inspector Laptop/Printer Uninstalled Devices -- Configuration A \$209.00
- Inspector Laptop/Printer Uninstalled Devices -- Configuration B \$260.00

Equipment Unit Cost Detail

In the table below, list the items that are necessary to fulfill the equipment specifications in 2.2 that will be supplied to the Department by the Offeror. Indicate the straight purchase price and do not include installation, warranty/support or any financing costs. All equipment must be new.

<u>Part Number</u>	<u>Vendor – Item Description</u>	<u>List Price</u>	<u>Net Price</u>
AP-CG-A-S11-BL	AP-Cell/PCS/LTE/GPS Antenna. Adhesive Mount in 4" Round Housing. 19' LOW LOSS Coax with TNC Connector on Cell/PCS/LTE & TNC on GPS. Black.	125.00	109.38
BR-LB3602	Brother USB Cable 6 Foot A/B, USB 2.0 Compliant	11.00	9.63
BR-LB3663-1	Brother (Pentax) 100' Standard Perforated Roll Paper SINGLE ROLL, 1.5Lbs., 7 Year Archiveability [205495-1]	10.00	8.75
BR-LB3690	Pentax PocketJet 3/3 Plus, 6/6 Plus Car Adapter, Cigarette Plug, 3' [205579] [INSPECTORS]	19.00	16.63
BR-LB3692	Brother PocketJet 3/3 Plus, 6/6 Plus Car Adapter, Wired, 14' [205578]	19.00	16.63
BR-PJ623	Brother PocketJet 6 Plus 300 dpi Printer, 6ppm, Integrated USB/IrDA (Printer Engine Only in its Box)	379.00	331.63
BR-PJ623-K	Pentax PocketJet 6 Plus 300 dpi Printer, 6ppm, USB Cable, AC Adapter/Charger, Battery, 100pp Letter Sized Thermal Paper, Carrying Case, Integrated USB/IrDA [INSPECTORS]	479.00	419.13
CF-532ULZACM	Win7(Win8.1 ProCOA), IntelCore i5-4310U 2.0GHz, vPro,14"HD Touch, 500GB(7200rpm), 4GB,Intel WiFi a/b/g/n/ac, TPM, BT, 4G LTE Multi-Carrier, EmisBkltKbd, TB Pfd [CONFIGURATION A -- AS REQUESTED]	2,979.00	2,606.63
CF-532YLCLCM	Win7(Win8.1 ProCOA),IntelCore i5-4310U 2.0GHz,vPro,14"HD Tch,500GBw/Heater,4GB,IntelWiFi abgn/ac, TPM,BT,4G LTE Multi-Carr, EmisBkltKbd, DVD, GPS,DualPassRF,Pfd [CONFIGURATION B -- RECOMMENDED]	3,689.00	3,227.88
CF-WMBA1304GIS	Pre-Installed 4GB Memory for CF-31 Mk3, CF-31 Mk4,CF-19 Mk6, CF-19 Mk7, CF-C2 Mk1, CF-C2 Mk2, CF-53 Mk2 , CF-53 Mk3, CF-52 Mk5 *PANASONIC CERTIFIED MEMORY** [CONFIGURATION B -- RECOMMENDED]	175.00	153.13
GJ-7160-0178	7" Center Upper Pole. Inserts Into Any Gamber Lower Tube.	79.00	69.13
GJ-7160-0230	Gamber Adjustable Support Brace/Stanchion. Short Version. Attaches to Lower Tube. 10.3"-16.3" [LAC-02W/U-DS]	70.00	61.25
GJ-7160-0350	2011-13 Ford Explorer Base. Also Compatible w/ 2010-3 Taurus. Interceptor SUV & Sedan, Includes 1 DS-Step. Support Brace 7160-0230 Recommended.	142.00	124.25
GJ-7160-0393-06	Gamber Johnsonson Panasonic Toughbook 53 Docking Station - Dual RF (TNC), RJ45, USB 3.0 (1), USB 2.0 (3), VGA,HDMI,Serial with Internal Power Supply	1,129.00	987.88
GJ-7160-0500	6" Locking Slide Arm W/ 360 Degree Clevis	255.00	223.13
GJ-DS-LOWER-9	9" Pole - Base Only	54.00	47.25
LN-SDT1230-057	Lind Shut Down Timer Vehicle Battery Protection Unit for Vehicles 12VDC, including Surge, Sag & Reverse Polarity Protection. 0-2 hours. 2 FUSED 15 Amp Outputs.	89.95	78.71
RAM-BR-MOUNT-S	RAM Brother Printer Mount Assembly for Gamber Vertical Pole with Strap	129.00	112.88
TC-SDTCVR	TransCOR Shut Down Timer Cover 1/4" ABS Black	9.00	7.88

Notes:

Installation Project Services

Installation Services

Installation Services are detailed subsequently.

TransCOR will provide documentation, schematics and/or train Department fleet management and mobile technology personnel on the following:

- New Computers Familiarization
- DC Adapter, Shut Down Timer, Ignition Sense
- Additional Cabling and Wiring Changes

Proposed Project Stages

Consistent with Project Planning Phase tasks outlined in the Agreement, TransCOR expects that the installation of the Department vehicles follow these steps:

1. Positioning of Antenna, SDT, New Wiring & Cabling -- design, review, approval and sign-off
2. Initial installations of new SDT, Mount/Dock System, Antenna, New Wiring & Cabling in all vehicle types
3. Installation of the fleet's vehicle mounts, antennas, wiring and related gear, including system and cellular connectivity test of each vehicle
This includes final installation of all computers and connection of electronics, including a final inspection of each vehicles and approvals by the Department
4. Training to IS department and vehicle fleet personnel for ongoing maintenance support and management of the mobile system

TransCOR's installation benchmark for completing between 8-10 vehicles per workday is based on each crew of 3-4 installers plus administrative and project support. We propose to the Department a throughput of 20-25 vehicles per day. Naturally, we understand the Department's duty shifts and potential staffing requirements, but we believe it is feasible for TransCOR to reach these numbers for the tasks at hand.

- TransCOR's installations will typically proceed from 7am-6pm, Monday-Friday – in addition, we are open to discussing weekend scheduling for the MDPS project
- Troopers' vehicles will be out of service for only a short period of time (approximately 1.5-2.0 hours)
- Fleet & Radio Repair Departments' assistance – we need to have personnel from these groups onsite for the duration of the installation project to support project logistics and assist in vehicular/radio problem resolution, as necessary

Pre-Assembly Processes

By pre-assembling the Electrical components/Wiring Harness at our Massachusetts facility, TransCOR will minimize on-site time at the Department's installation sites and thereby increase on-site installation efficiencies. TransCOR will also perform Asset Tagging and Tracking of all new components and pre-kitting at our facility for Computers, Docks and Printers. We will also capture embedded cellular modem/SIM information for the

Department. In addition, if the Department agrees to upgrade the computer memory, TransCOR will do this at its facility.

Installation Locations

We understand that all installations will be undertaken at the Department's four specified sites: Houlton, Bangor, Augusta and Portland. This provides for more efficiency in scheduling vehicles and eliminates the need to ferry vehicles back and forth between various work sites.

An indoor garage bay is needed for installers to perform their work. Space to work on at least 6 vehicles at a time and access to 20-amp service 120V AC electrical is ideal. Facility access between 6:30am to 6:30pm is optimum.

Secure equipment storage facilities and staging areas will be required: 1) to store and access electrical equipment, Docks, etc. that will be installed in the vehicles and 2) to store installation equipment and tools. Organizations often dedicate a storeroom to provide secure equipment and a staging area for our installation crews. If the Department requires TransCOR to supply mobile storage facilities, this can be arranged.

TransCOR will provide all tools, equipment and lighting devices for installers. If the Department can allow installers access to lifts and in-building air compressors in the garage, this will minimize some set-up, breakdown time and material hauling for TransCOR.

Vehicle Installation Tasks

In undertaking the proposed installation services, TransCOR's responsibility will include:

- Cellular Account Transition Support (fundamentally a Department task, the logistics will take teamwork in moving an account from cellular modem to embedded cellular in the computer
1. Open Up Trunk, Disconnect Fuses, Remove External Modem
 2. Remove SIM; deliver SIM, Modem and Vehicle Number to Department Wireless Account Transition Support Team ("WATSIT")
 3. Disconnect Power
 4. Remove old Equipment: Dock, Printer, Mount, Antenna
 5. Run new Power from Console to SDT; run Ignition Sense Wire. Power from SDT to Printer and Dock areas
 6. Install new Dock, Printer, Mount, Connect Antennas, Run New USB Cable from Dock to Printer
 7. Replace All Loom, Clean Up and Button Up
 8. Test Power, Connectivity, Ping Network
 9. Inspect and Correct any Installation Setup
 10. Capture all Asset Tag ID#s

Please note: best efforts will be taken by TransCOR to run all cables, wires and harnesses out of view inside the vehicle cabs, e.g., inside vehicle body cavities, within roof headliners, under rocker panels, through thresholds, under carpets. However, these options may not be available or practical in many vehicle configurations; under these circumstances, cables, wires and harnesses will be neatly secured by clips, ties, flexible wiring conduit (split loom tubing) or similar retaining methods to prevent wire chafing and snagging

Vehicle Installation Parts Included

The following will be supplied for each vehicle:

- Nuts, bolts, screws

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Hardened aerospace quality (Grade 8) bolts and nuts are used for securing mounts or other equipment to the vehicle via high torque air-impact wrenches if through-body fastening is required, e.g., Pedestal Mounts, Cage Mounts, Seat Bolt replacements

- **Wiring, harness, split wire loom assemblies**

Oil & Gas resistant 10 gauge wire is used for electrical connections from battery or console to SDT; 2 conductor marine grade waterproof wire is used for extensions as required; loom wire coverings are always used for any exposed wire/cable runs

- **Wire/cable clips, ties and retaining devices**

TransCOR's installation method requires that each and every wire/cable is secured, at a minimum, every 18" to prevent wire chafing and snagging

- **Fuses holders, fuses and circuit breakers**

TransCOR installs the computer, printer and mobile data communications equipment on a separate circuit to 1) avoid interference with other vehicle electrical systems, and 2) to assist in troubleshooting; in addition, the entire system is separately fused at 30 amps and all electrical components, i.e., computer, modem, etc., are separately fused at their manufacturer specified levels

- **Industrial Velcro® products, solvents and adhesives**

TransCOR uses industrial grade Velcro® products and adhesives with specifications that meet mobility requirements for temperature and sheer force

Proposed Department Responsibilities during the Installation Project

1. Wipe clean old computers' hard drives to Departments' security standards.

2. Department needs to communicate with employees beforehand that they will need to remove their equipment and gear to allow TransCOR Installers access to each vehicle's trunk, driver's and passenger seats and back seat. Personal or job-related equipment including, storage boxes, racks, files and shelving may need to be removed. TransCOR recommends that Department direct all employees to clear vehicles of any items stowed between, underneath and behind front and rear seats. TransCOR reserves the right to charge a \$25 per vehicle fee for any vehicles that have not been cleared of obstructing material or trash prior to installation. Installers will move any items that are obstructing the installation to the rear of the vehicle. **TransCOR installers face serious safety issues as we have found live ammunition rounds, drugs and used hypodermic needles inside cruisers – PLEASE CLEAN OUT VEHICLES!**

3. Installation facilities and secure storage

4. Sufficient numbers of vehicles per agreed upon installation schedule

When scheduling installation crews, TransCOR needs a minimum number of vehicles to maintain its efficiency. This will be a mutually agreed upon number derived during the Project Planning Phase.

5. Fully operational vehicles

Vehicles that have deficient electrical systems or are not running will need to be corrected prior to installation at a site

6. Scheduling, access to and keys for vehicles

TransCOR will work with site supervisors to ensure that logistics and schedules are mutually productive.

Rider C – Contract In Force

The following are negotiated agreements that are currently in force between the Department and TransCOR. The first section is Amendments to Rider C dated November 4, 2009; subsequent to this section starting on page 5 is Rider C dated December 28, 2006.

Amendments to Rider C dated November 4, 2009 (currently in force)

RIDER C

2. **EQUITABLE ADJUSTMENT UPON TERMINATION FOR CONVENIENCE** In the case of termination pursuant to Rider B-IT, Section 13 for convenience by the Department, and not caused by breach by the Provider, the Department will pay the Provider for all provable cost and expenses, and less fees paid by the Department to the Provider as of the date of termination, for work actually performed towards completion of a milestone, as specified in the Implementation Schedule, that has not been completed. Equitable adjustment paid by Department shall not exceed in the aggregate the total value of the Agreement. In the case of termination pursuant to Rider B-IT, Section 13 for convenience by the Department, and not caused by breach by the Provider, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.

Replaces

~~2. **EQUITABLE ADJUSTMENT UPON TERMINATION FOR CONVENIENCE** In the case of termination pursuant to Rider B, Section 15 for convenience by the Department, and not caused by breach by the Provider, the Department will pay the Provider for all provable cost and expenses, and less fees paid by the Department to the Provider as of the date of termination, for work actually performed towards completion of a milestone, as specified in the Implementation Schedule, that has not been completed. Equitable adjustment paid by Department shall not exceed in the aggregate the value of the Agreement specified in Rider B, Section 1 or for any milestone specified in Rider A shall not exceed the value of the corresponding milestone payment specified in Rider B, Section 2. In the case of termination pursuant to Rider B, Section 15 for convenience by the Department, and not caused by breach by the Provider, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty~~

~~five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.~~

7. **ADVANCE APPROVAL OF SUB-AGREEMENTS** Department agrees that Provider may engage skilled independent contractors to perform installation services through the use of sub-agreements. Sub-agreements, for this limited purpose, are “approved” for purposes of Rider B-IT, Section 6 of the Agreement.

Replaces

~~7. **ADVANCE APPROVAL OF SUB-AGREEMENTS** Department agrees that Provider may engage skilled independent contractors to perform installation services through the use of sub-agreements. Sub-agreements, for this limited purpose, are “approved” for purposes of Rider B, Section 8 of the Agreement.~~

14. **ADJUSTMENT DUE TO DAMAGE OR LOSS** Department will compensate Provider for loss or damage to equipment that is outside the scope of Provider’s responsibility. Compensation for loss will be prorated on a monthly basis. Proration will be calculated by evenly depreciating the base value of the equipment over a forty-eight (48) month period. If the contract period is extended and equipment is added after the initial term, proration will be calculated by evenly depreciating the base value of the equipment from the date of initial purchase to April 30, 2015. The base value of the equipment is based on this RFP Response section Equipment Unit Cost Detail.

Replaces

~~14. **ADJUSTMENT DUE TO DAMAGE OR LOSS** Department will compensate Provider for loss or damage to equipment that is outside the scope of Provider’s responsibility. Compensation for loss will be prorated on a monthly basis. Proration will be calculated by evenly depreciating the base value of the equipment over a forty-eight (48) month period. The base value of the equipment is based on this RFP Response section Equipment Unit Cost Detail.~~

17. **DEPARTMENT NOT TO INSTITUTE SIMILAR SERVICES UPON NON-APPROPRIATION**
If the Agreement is terminated due to non-appropriation, pursuant to Rider B-IT, Section 21 of the Agreement, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.

Replaces

~~17. **DEPARTMENT NOT TO INSTITUTE SIMILAR SERVICES UPON NON-APPROPRIATION** If the Agreement is terminated due to non-appropriation, pursuant to Rider B, Section 23 of the Agreement, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.~~

19. **REFUSAL TO UTILIZE APPROPRIATED OR ALLOCATED FUNDS** Department agrees that if Department fails to utilize funds, that have been appropriated or allocated for procurement of the services specified in the Agreement, to make Agreement payments as specified in Rider B-IT, Section 2 of the Agreement; and Department in fact, fails to make Agreement payments as specified in Rider B-IT, Section 2 of the Agreement; Department will be found to have terminated the Agreement for convenience and Provider will be due equitable adjustment as specified in Rider C, Section 2 of the Agreement. Under such circumstances, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.

Replaces

~~19. **REFUSAL TO UTILIZE APPROPRIATED OR ALLOCATED FUNDS** Department agrees that if Department fails to utilize funds, that have been appropriated or allocated for procurement of the services specified in the Agreement, to make Agreement payments as specified in Rider B, Section 2 of the Agreement; and Department in fact, fails to make Agreement payments as specified in Rider B, Section 2 of the Agreement; Department will be found to have terminated the Agreement for convenience and Provider will be due equitable adjustment as specified in Rider C, Section 2 of the Agreement. Under such circumstances, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.~~

21.(new) **INVOICES AND PAYMENTS** The following language shall be added to the end of Rider B-IT §2: Consistent with the earlier version of Rider B §2 dated December 28, 2006, the Department agrees not to withhold any Retainage.

22.(new) **STATE HELD HARMLESS** The following language shall be added to the end of Rider B-IT §16: Consistent with the earlier version of Rider B §18 dated December 28, 2006, the Department further agrees to 1) promptly notify Provider in writing of any and all claims, liabilities, costs, injuries to persons or property, or claims for violation of intellectual property rights; and 2) allow Provider to control, and cooperate with Provider in the defense and any related settlement negotiations arising from negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement.

23.(new) **LIMITATION OF LIABILITY** The following language shall be added to the end of Rider B-IT §17: Consistent with the earlier version of Rider B §19 dated December 28, 2006, the Department further agrees that the Provider, its subcontractors and/or program developers shall under no circumstances be liable for any of the following, even if informed of their possibility: loss of or damage to data; special, incidental, or indirect damages or for any economic consequential damages; or, lost profits, business, revenue, goodwill, or anticipated savings.

24.(new) **INSURANCE REQUIREMENTS** The following language shall be added to the end of Rider B-IT §20 (1): Consistent with the earlier version of Rider B §22 dated December 28, 2006, the Department agrees to waive the above requirement for Professional Liability insurance in the amount of \$1,000,000.

Rider C dated December 28, 2006 (currently in force)

RIDER C
EXCEPTIONS TO RIDER B

1. **LIQUIDATED DAMAGES** Department and Provider agree that it will be impossible to ascertain the amount of damages arising out of a breach by Provider of its obligations to meet the Implementation Schedule or otherwise fail to meet its obligations. Accordingly, in the event of any such breach, Provider agrees to reduce Fees to be paid by Department by the amounts specified below as liquidated damages for such breach and that such liquidated damages shall be in addition to and without limitation of any rights or remedies which Department may have under the Agreement or at law or in equity arising out of or related to any other breach by Provider of its obligations:

a) Implementation Schedule. In the event that the system installations do not occur within thirty (30) days of the date shown on the Implementation Schedule, fees shall be reduced by Fifty Dollars (\$50) per day per unit. The reduction in fees for any payment milestone shall not exceed fifty percent (50%) of the value of the payment milestone.

b) Provider will not be held liable for failing to meet the Implementation Schedule if the Department determines, at its discretion, that the failure to meet the Implementation Schedule was 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, manufacturer's recall of equipment, 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 Department 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.

2. **EQUITABLE ADJUSTMENT UPON TERMINATION FOR CONVENIENCE** In the case of termination pursuant to Rider B, Section 15 for convenience by the Department, and not caused by breach by the Provider, the Department will pay the Provider for all provable cost and expenses, and less fees paid by the Department to the Provider as of the date of termination, for work actually performed towards completion of a milestone, as specified in the Implementation Schedule, that has not been completed. Equitable adjustment paid by Department shall not exceed in the aggregate the value of the Agreement specified in Rider B, Section 1 or for any milestone specified in Rider A shall not exceed the value of the corresponding milestone payment specified in Rider B, Section 2. In the case of termination pursuant to Rider B, Section 15 for convenience by the Department, and not caused by breach by the Provider, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty

five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.

3. **WORK SITE SAFETY** Department agrees to provide to Provider a secure environment, free from risk of theft, vandalism, and other risks, in which to work, store components as they arrive and await installation, and to perform its duties hereunder. Each Party shall bear the responsibility to instruct its agents, servants, employees, and subcontractors to evaluate and take precautions for any potential safety hazards, and to observe all applicable safety policies and procedures in the work areas. Both Parties agree to comply fully with all local, state, and federal regulations concerning safety, including, but not limited to OSHA regulations, and to ensure that all persons within the work area are protected from safety hazards and/or safety violations.

4. **INFORMAL DISPUTE RESOLUTION** In the event of any dispute under this Agreement, the Parties shall attempt to resolve the dispute as follows:

4.1. Pending completion of informal dispute resolution, neither Party may terminate the Agreement, and each shall continue to perform its obligations under this Agreement.

4.2. The Party seeking resolution of the dispute shall give notice to the other Party.

4.3. The other Party shall perform its regular repair/resolution procedure.

4.4. If the result of the regular repair/resolution procedure is unsatisfactory to the Party seeking resolution of the dispute, that Party shall give written notice to Provider's Project Manager and to the Department Representative, with a formal meeting and decision by the notified Party within five (5) business days of the date of the written notice.

5. **ARBITRATION** If either Party is not satisfied with the results of informal dispute resolution under Section 4 above, then that Party may, upon five (5) days notice to the other Party given not later than thirty (30) days after escalation under Section 4, submit the dispute to a panel of three (3) arbitrators, who shall be selected within ninety (90) days of the Effective Date, for resolution under the commercial arbitration rules of the American Arbitration Association, subject to the following requirements:

5.1. Pending a decision by the arbitrators, neither Party may terminate the Agreement, and each shall continue to perform its obligations under this Agreement.

5.2. Beginning upon the date of notice of arbitration, the Parties shall exchange all relevant documents and complete any agreed-upon discovery within forty-five (45) days; briefs shall be submitted within sixty (60) days; hearings shall be completed within ninety (90) days; and the decision of the arbitrators shall be issued within one hundred twenty (120) days.

5.3. The decision of the arbitrators shall be in writing, accompanied by a reasoned opinion; include findings of fact and a breakdown as to specific claims; and be final and binding except as to judicial review for errors of law.

6. **TERMINATION FOR BREACH BY PROVIDER** Provider shall have the right to terminate this Agreement upon the occurrence of any of the following events or circumstances:

6.1. The Department breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within thirty (30) days after receipt of written notice of such breach.

6.2. The Department's breaches its obligation to make payments, or provides a statement that it is unable to pay, any amount due hereunder resulting from the non-appropriation of funds or is unable to pay its debts generally as they shall become due and such breach is not corrected or cured within thirty (30) days after receipt of written notice of such breach.

7. **ADVANCE APPROVAL OF SUB-AGREEMENTS** Department agrees that Provider may engage skilled independent contractors to perform installation services through the use of sub-agreements. Sub-agreements, for this limited purpose, are "approved" for purposes of Rider B, Section 8 of the Agreement.

8. **ASSET IDENTIFICATION** Department agrees that Provider may mark any of the Provider's assets furnished pursuant to the Agreement with readily visible identification of Provider's choice that is separate and unique from any other means of identification .

9. **INVENTORY CONTROL** Department agrees to assist Provider with inventory control responsibilities specified in Section 2.1.3.2 and Section 2.6.2 of Department's RFP. Department and Provider will develop a mutually acceptable inventory control system and Provider will include a description of the system and each Parties responsibilities in the Implementation Plan.

10. **WIRELESS NETWORK CONNECTIVITY** The Department will be responsible for providing wireless network connectivity

11. **INSTALLATION** Department will be responsible for supplying Provider with vehicles in a timely manner during installation so as to maximize the productivity of Provider's staff.

12. **REMOVAL OF NON-MOUNTED EQUIPMENT** Department will ensure that all equipment that is not permanently mounted in Department vehicles will be removed by Department prior to Provider commencing any installation. Should Department fail to remove any non-permanent mounted equipment from Department vehicles prior to any installation Provider will charge Department \$25 for the removal of said equipment from the vehicle prior to any installation.

13. **MAINTENANCE** Provider will repair or replace any equipment; excluding batteries, fuses, bulbs and paper, that fails to operate as specified, due to manufacturer defect or normal wear and tear, at any time during the term of the Agreement. For purposes of this Section the term "normal wear and tear" means damage or wear that could reasonably be expected through the use of equipment used in Department's environment. For purposes of this Section the term "normal wear" does not include loss due to theft; damage caused by intentional abuse or misuse; damage or loss due to an act of God, act of war, act of terrorism, riot, fire, explosion, flood or other catastrophe; damage caused as a result of a vehicular crash; damage caused by using the equipment in a manner for which it was not designed, damage caused by improper reinstallation of the equipment by Department; or damage caused by using the equipment in combination with other hardware not approved by Provider.

14. **ADJUSTMENT DUE TO DAMAGE OR LOSS** Department will compensate Provider for loss or damage to equipment that is outside the scope of Provider's responsibility. Compensation for loss will be prorated on a monthly basis. Proration will be calculated by evenly depreciating the base value of the equipment over a forty-eight (48) month period. The base value of the equipment is based on this RFP Response section Equipment Unit Cost Detail.

Compensation for damage will be the actual cost to repair the damaged equipment but in no case will the cost to repair damaged equipment exceed the prorated cost of replacement of the equipment.

15. **SPARE POOL** Provider will furnish spare equipment to be stocked at Department's maintenance site. Provider will furnish, at a minimum, spare equipment calculated as a percentage of the installed equipment as follows:

Computer	5%
Wireless Modem	5%
Printer	5%
Electrical Support Devices	5%
Other Electronic Equipment	5%
Spare Hard Drives	5%
Vehicle Docking Stations	5%
Vehicle Mount/Non-Electronic	2%

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Provider will furnish spare equipment to be stocked at Provider’s site. Provider will furnish, at a minimum, spare equipment calculated as a percentage of the installed equipment as follows:

Computer	2.5%
Wireless Modem	2.5%
Printer	2.5%
Electrical Support Devices	2.5%
Other Electronic Equipment	2.5%
Spare Hard Drives	2.5%
Vehicle Docking Stations	2.5%
Vehicle Mount/Non-Electronic	1%

Use of spare pool equipment by Department is limited to maintaining and repairing installed equipment only and may not be used to increase the base number of installed units.

16. **REQUESTS FOR APPROPRIATION OR ALLOCATION** Department agrees that it will do all things within its power to obtain, maintain and properly request and pursue funds from which Agreement payments may be made, specifically including in its biennial budget requests amounts sufficient to make Agreement payments for the full term of the Agreement.

Department has budgeted and has available for the current fiscal year sufficient funds to comply with it’s obligation under the Agreement.

There are no present circumstances that Department could reasonably be expected to adversely affect Department’s ability to budget funds for the payment of all sums due under the Agreement.

Department believes that funds can be obtained in sufficient amounts to make all Agreement payments during the term of the Agreement and intends to make all required Agreement payments for the full term of the Agreement.

Department will not give priority in the appropriation of funds for the acquisition or use of additional property performing functions similar to those specified in the Agreement.

17. **DEPARTMENT NOT TO INSTITUTE SIMILAR SERVICES UPON NON-APPROPRIATION** If the Agreement is terminated due to non-appropriation, pursuant to Rider B, Section 23 of the Agreement, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.

18. **RETURN OF EQUIPMENT UPON TERMINATION** Department shall return all equipment furnished by Provider pursuant to this Agreement at Department’s headquarters in Augusta, Maine within thirty (30) days of termination of the Agreement.

19. **REFUSAL TO UTILIZE APPROPRIATED OR ALLOCATED FUNDS** Department agrees that if Department fails to utilize funds, that have been appropriated or allocated for procurement of the services

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specified in the Agreement, to make Agreement payments as specified in Rider B, Section 2 of the Agreement; and Department in fact, fails to make Agreement payments as specified in Rider B, Section 2 of the Agreement; Department will be found to have terminated the Agreement for convenience and Provider will be due equitable adjustment as specified in Rider C, Section 2 of the Agreement. Under such circumstances, Department agrees not to purchase, enter into an agreement or rent personal property to perform the same functions as, or functions taking the place of, those performed by the equipment specified in the Agreement, and agrees not to permit such functions to be performed by any agency or entity affiliated with, or hired by, Department for a period of three hundred sixty five (365) days after termination of the Agreement, provided, however, that these restrictions shall not be applicable to the extent that application of these restrictions would affect the validity of the Agreement.

20. **ADVANCE APPROVAL OF ASSIGNMENT OF PAYMENTS** Department agrees that upon written notification Provider may assign Agreement payments made pursuant to Rider A, Section 2 of the Agreement to a third party financial institution. Provider will furnish Department with written notification of the pertinent information relative to the third party financial institution within ten (10) days of Agreement execution.

RIDER F
Modifications/Corrections to Provider's RFP Response

1. **2.2.1 Laptop Device** The Department has concluded that it does not require to have computers upgraded to a total of 8GB memory as Provider has recommended under this section of its RFP Response. Accordingly, the following language referencing an upgrade of total memory to 8GB is deleted from the section 2.2.1 of Provider's RFP Response as follows:

However, after review and based on MDPS pilot experience, TransCOR recommends that the Department upgrade what has been specified in this RFP to include these four additional features:

- ~~Upgrade of memory from 4GB to 8GB~~
- Dedicated GPS
- Dual Pass Thru RF
- Hard Drive Heater

Configuration B The proposed model that incorporates three of the four proposed features – dedicated GPS, Dual Pass Thru RF and Hard Drive Heater – CF-532YLCLCM ~~will be upgraded to 8GB memory upgrade if this configuration is accepted~~; TransCOR proposes "Configuration B" as being more appropriate for the Department's needs. The factory description of the recommended model for Configuration B is: Win7 (Win8.1 Pro COA), Intel Core i5-4310U 2.0GHz, vPro, 14.0" HD Touch, 500GB(7200rpm) w/Heater, 4GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), 4G LTE Multi Carrier (EM7355), GPS,

Section 2.2.1 shall otherwise remain unchanged.

2. **2.3.3 System Integration** The Provider incorrectly referenced a section in the RFP Response. The correct reference should be 2.3.3 not 2.3.2. The correct section reference is corrected and restated below:

2.3.3 System Integration

TransCOR has carefully reviewed, understands and agrees to the requirements stated in ~~§2.3.2~~2.3.3. Two sample System Acceptance Test worksheets and Asset Tracking sheets are attached in Exhibit C.

3. **2.4.4 Laptop Batteries** The Department has agreed with Provider's stipulation in its RFP Response that battery coverage will be for a period up to 24 months.

4. **2.7.1 Implementation Schedule** The Department agrees to the changes presented in the Provider's RFP Response, restated:

...the implementation schedule is to be completed within thirty (30) days of a mutually agreed upon Project Kickoff Meeting, and installation and certification of all units will occur within four (4) months of the Project Kickoff Meeting...

5. **COST TABLE** The Cost Table submitted in the RFP Response has been revised to reflect: 1) the cost reduction due to the Department for not requiring the upgrade in memory to a total of 8GB memory in Recommended Configuration B; and 2) the change in quantities specified by the Department:

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Item & Unit Counts	Description	Unit Price	Total Cost (units x price x number of periods)
Car Installation Services with Wireless Communication (344308)	A per vehicle fee for <u>Installation Services</u> with a Car Mount configuration with Wireless Communication. Vehicles used presently include Crown Victoria, Impala, Ford Interceptor sedan and utility and Chevy Tahoe or similar. (one time, 3)	\$ 19.18 <u>19.55</u>	\$ 316,700.16 <u>289,027.20</u>
Vehicle Service with Wireless Communication (280258)	A flat monthly fee per vehicle equipped with a CF-53 with Wireless Communication and service supplied in accordance with Equipment Specifications and Support Services. (1,2,3,4,5) (48 periods)	CONFIGURATION A As Requested <u>\$ 246.00</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> <u>\$ 285.00</u> <u>277.79</u>	CONFIGURATION A As Requested \$ 3,306,240.00 <u>3,046,464.00</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> <u>\$ 3,830,400.00</u> <u>3,440,151.36</u>
Spare Vehicle (6450)	A flat monthly fee per vehicle with CF-53 dock, printer, etc., with equipment specifications and support services. (1,2,3,4,5) (48 periods)	<u>\$ 113.79</u>	\$ 350,208.00 <u>273,096.00</u>
Inspector Laptop Devices (845)	A flat monthly fee per CF-53 supplied in accordance with Equipment Specifications and Support Services. (1,2,3,4,5) (48 periods) [TransCOR assumes Inspectors need a CF-53, standalone Printer Kit and Printer Cigarette Lighter Adapter. They won't be getting any Installation Services, Dock, Printer Mount or External Antenna]	CONFIGURATION A As Requested <u>\$ 158.00</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> <u>\$ 197.00</u> <u>190.00</u>	CONFIGURATION A As Requested \$ 60,672.00 <u>341,280.00</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> <u>\$ 75,648.00</u> <u>410,400.00</u>
Total Cost			CONFIGURATION A As Requested \$ 4,033,820.16 <u>3,950,371.20</u> ----- CONFIGURATION B <u>Recommended – See §2.2.1 Laptop Device</u> <u>\$4,572,956.16</u> <u>4,412,674.56</u>

6. **COST TABLE** The Department has confirmed the assumption stated on the Cost Table above, regarding the Inspectors' configuration and, in addition that this configuration will also be used for the Command Staff. The total units will be 45. The Department confirms the following configuration:

... Inspectors [and Command Staff] need a CF-53, standalone Printer Kit and Printer Cigarette Lighter Adapter. They won't be getting any Installation Services, Dock, Printer Mount or External Antenna.

7. **COST TABLE – UNITS ADDED AFTER CONTRACT MID-TERM** Due to the Department not opting for the upgrade in memory to a total of 8GB memory in Recommended Configuration B, the following cost reductions are applied:

Vehicle Service with Wireless Communication -- Configuration A \$325.00
 Vehicle Service with Wireless Communication -- Configuration B ~~\$376.00~~ 366.68
 Spare Vehicle Service with Wireless Communication -- \$150.00
 Inspector Laptop/Printer Uninstalled Devices -- Configuration A \$209.00
 Inspector Laptop/Printer Uninstalled Devices -- Configuration B ~~\$260.00~~ 251.00

8. **Equipment Unit Cost Detail** Because the Department is not opting for the upgrade in memory to a total of 8GB memory in Recommended Configuration B, the following reference to Configuration to B is struck for the 4GB memory upgrade SKU CF-WMBA1304GIS :

<u>Part Number</u>	<u>Vendor – Item Description</u>	<u>List Price</u>	<u>Net Price</u>
CF-WMBA1304GIS	Pre-Installed 4GB Memory for CF-31 Mk3, CF-31 Mk4, CF-19 Mk6, CF-19 Mk7, CF-C2 Mk1, CF-C2 Mk2, CF-53 Mk2, CF-53 Mk3, CF-52 Mk5 *PANASONIC CERTIFIED MEMORY** [CONFIGURATION B--RECOMMENDED]	175.00	153.13

The Equipment Unit Cost Detail shall otherwise remain unchanged

9. **Letter of Credit** The Department agrees to waive any requirement for a Letter of Credit in the full amount of the agreement as stated in the Department’s RFP section 2.9.2

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: _____

Other. Please identify country: _____

Notification of Changes to the Information

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

STATE OF MAINE
DIVISION OF PURCHASE

2015 AUG - 3 A 7:48

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).

Dell was disqualified. The RFP mandated Panasonic Toughbook computer (hardened environmentally tough computers). Dell did not bid Panasonic and associated equipment. This decision was reviewed with the Div. of Purchases prior to disqualification.

Scoring sheets attached.

Award and disqualification letter attached.

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 Purchases' website:

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

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



Printed Name:

Date:

