

MA 18P 2006250000000000174
MODIFICATION

State of Maine



Master Agreement

Effective Date: 07/01/20

Expiration Date: 06/30/25

Master Agreement Description: Radio Support Services

Buyer Information

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

Issuer Information

John Richards 207-624-9986 ext. john.e.richards@maine.gov

Requestor Information

John Richards 207-624-9986 ext. john.e.richards@maine.gov

Agreement Reporting Categories

Reason For Modification: Renewal until 6/30/2025.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000004356

Vendor Name

Tilson Technology Management

Alias/DBA

Vendor Address Information

16 Middle St 4th Fl

Portland, ME 04101

US

Vendor Contact Information

Ann Stockman
207-671-1325 ext. 253
astockman@tilsontech.com

Commodity Information

Vendor Line #: 1

Vendor Name: Tilson Technology Management

Commodity Line #: 1

Commodity Code: 92827

Commodity Description: Radio Support Services

Commodity Specifications:

Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.

| | | |
|--------------------------------|--|-------------------------------------|
| Quantity 0.00000 | UOM Free On Board | Unit Price 0.000000 |
| Contract Amount 0.00 | Service Start Date 07/01/20 | Service End Date 06/30/25 |
| Catalog Name | Discount 0.0000 % | |
| | Discount Start Date | Discount End Date |

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 7/21/2023
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement

Officer

DocuSigned by:
Vendor *Joshua Broder* 7/19/2023
02389D149DC504A2...

Signature Date

Joshua Broder CEO

Print Representative Name and Title

DocuSigned by:
Nicholas Marquis 7/20/2023
A29C99359A37464...

Nicholas Marquis Interim CIO



IT CONTRACT AMENDMENT

| | |
|--|--------------------------|
| DATE: 6/29/2023 | AMENDMENT AMOUNT: \$ N/A |
| ADVANTAGE CONTRACT #: MA-2006240000000000174 | |
| DEPARTMENT AGREEMENT #: Radio Support Services | |

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

| STATE OF MAINE DEPARTMENT | | |
|--|-----------|-----------------|
| DEPARTMENT NAME: Department of Administrative and Financial Services, Office of Information Technology | | |
| ADDRESS: 51 Commerce Drive, 145 SHS | | |
| CITY: Augusta | STATE: Me | ZIP CODE: 04330 |
| PROVIDER | | |
| PROVIDER NAME: Tilson Technology Management | | |
| ADDRESS: 16 Middle st 4 th FL | | |
| CITY: Portland | STATE: ME | ZIP CODE: 04101 |
| PROVIDER'S VENDOR CUSTOMER #: VS0000004356 | | |

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

Department Representative:

DocuSigned by:

 AF47363619044A6... 7/20/2023

BY: Signature **John E. Richards,**
Director, Radio Operations Date

Provider Representative:

DocuSigned by:

 02380D40DCF04A2... 7/19/2023

BY: Signature **Joshua Broder, President and**
CEO Date

Department of Administrative and Financial Services, Office of Information Technology:

DocuSigned by:

 A29C99359A37464... 7/20/2023

BY: Signature **Nicholas Marquis, Chief Information Officer**

Date

STATE OF MAINE | IT CONTRACT AMENDMENT

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

AMENDMENT

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

| | | | |
|-------------------------------------|--------------------------------|---|---------------------------------------|
| <input checked="" type="checkbox"/> | Amended Period | Original Start Date: 7/1/2020 | Amendment Start Date: 7/1/2023 |
| | | Current End Date: 6/30/2023 | New End Date: 6/30/2025 |
| | | Reason: To exercise an optional two year renewal. | |
| <input type="checkbox"/> | Amended Contract Amount | Adjustment Amount: \$ | New Contract Amount: \$ |
| | | Reason: | |
| <input type="checkbox"/> | Amended Scope of Work | The Scope of Work in Rider A is amended as follows: | |
| <input checked="" type="checkbox"/> | Other | Describe the Changes: All policy references in the original (June 2020) contract are hereby amended to include the latest policy portfolio, and versions, effective on the date of execution of this Amendment. | |

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

CODING

| LINE TOTAL | FUND | DEPT | UNIT | SUB UNIT | OBJ | PROGRAM | PROGRAM PERIOD | APPR FUNDING | FISCAL YEAR |
|------------|------|------|------|----------|-----|---------|----------------|--------------|-------------|
| \$ | | | | | | | | | |

| LINE TOTAL | FUND | DEPT | UNIT | SUB UNIT | OBJ | PROGRAM | PROGRAM PERIOD | APPR FUNDING | FISCAL YEAR |
|------------|------|------|------|----------|-----|---------|----------------|--------------|-------------|
| \$ | | | | | | | | | |

| LINE TOTAL | FUND | DEPT | UNIT | SUB UNIT | OBJ | PROGRAM | PROGRAM PERIOD | APPR FUNDING | FISCAL YEAR |
|------------|------|------|------|----------|-----|---------|----------------|--------------|-------------|
| \$ | | | | | | | | | |

STATE OF MAINE | IT CONTRACT AMENDMENT

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

STATE OF MAINE | IT CONTRACT AMENDMENT

ATTACHMENT A: CHANGES TO AGREEMENT TERMS AND CONDITIONS

RIDERS

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply) |
| <input checked="" type="checkbox"/> | Rider A – Scope of Work and/or Specifications |
| <input checked="" type="checkbox"/> | Rider B – Terms and Conditions |
| <input type="checkbox"/> | Rider C - Exceptions |
| <input checked="" type="checkbox"/> | Bid Cover Page and Debarment Form |
| <input checked="" type="checkbox"/> | Debarment, Performance, and Non-Collusion Certification |
| <input type="checkbox"/> | Price sheet (attach excel spreadsheet to post on website) |
| <input checked="" type="checkbox"/> | Other – Included at Department's Discretion |

RIDER A
Scope of Work and/or Specifications

This contract is for the provision of Radio Support Services per RFP 202001021. The RFP Questions & Answers, RFP and Provider proposal are incorporated into this contract at the end of the agreement in descending order of precedence. This document creates a Master Agreement under which Radio Support Services will be procured and delivered. All delivery orders will be subject to the terms and conditions attached and hereby incorporated into this contract.

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving the following agencies within Maine State Government:

- Department of Public Safety
- Department of Transportation
- Department of Agriculture/Conservation/Forestry
- Maine Emergency Management
- Inland Fisheries and Wildlife
- Maine Marine Patrol
- Department of Environmental Protection

This infrastructure is a network of towers, shelters, and facilities which are dispersed throughout the entire state of Maine. The facilities/structures contain Radio Frequencies (RF) base stations, repeaters, generators, solar equipment, antennae, cabling, interconnect equipment, mobile radios, portable radios and other related components. The Department also works on 200+ public safety vehicles annually, installing, maintaining and removing radio and emergency equipment such as radios, computer mounts, voice/data wireless equipment, antennas, lightbars, power connections.

Per RFP terms the initial term of the agreement shall be one year, renewable with mutual agreement two times for two-years each, total duration of five years.

DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES / OFFICE OF INFORMATION TECHNOLOGY (OIT)
Agreement to Purchase Services

THIS AGREEMENT, made this 22nd day of June, 2020, is by and between the State of Maine, Department of Administrative & Financial Services / Office of Information Technology (OIT), hereinafter called "Department," and Tilson Technology Management, located at 16 Middle St. 4th Fl., Portland, ME 04101, hereinafter called "Provider", for the period of 7/1/2020 to 6/30/2021.

The AdvantageME Vendor/Customer number of the Provider is VS0000004356

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

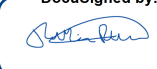
- Rider A - Specifications of Work to be Performed
- Rider B-IT - Payment and Other Provisions
- Rider C – Exceptions to Rider B-IT
- Rider D/E/F – At Department’s Discretion
- Rider G – Identification of Country in Which Contracted Work will be Performed

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

Provider: **Tilson Technology Management**

By: 
Joshua Broder, Owner & Chief Executive Officer
Date: 6/23/2020

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

By: 
Frederick Brittain, Chief Information Officer
Date: 6/23/2020

Total Agreement Amount \$0.00, Based on Usage

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

Summary

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving the following agencies within Maine State Government:

- Department of Public Safety
- Department of Transportation
- Department of Agriculture/Conservation/Forestry
- Maine Emergency Management
- Inland Fisheries and Wildlife
- Maine Marine Patrol
- Department of Environmental Protection.

This infrastructure is a network of towers, shelters, and facilities which are dispersed throughout the entire state of Maine. The facilities/structures contain Radio Frequencies (RF) base stations, repeaters, generators, solar equipment, antennae, cabling, interconnect equipment, mobile radios, portable radios and other related components. The Department also works on 200+ public safety vehicles annually, installing, maintaining and removing radio and emergency equipment such as radios, computer mounts, voice/data wireless equipment, antennas, lightbars, power connections.

This contract is for the provision of Radio Support Services per RFP 202001021. The RFP Questions & Answers, RFP and Provider proposal are incorporated into this contract at the end of the agreement in descending order of precedence. This document creates a Master Agreement under which Radio Support Services will be procured and delivered.

Per RFP terms the initial term of the agreement shall be one year, renewable with mutual agreement two times for two-years each, total duration of five years.

Service Delivery

At the Department's request, the Provider will deploy technicians that will work on a time and materials basis by completing service order requests for radio support services statewide. The Provider will work under the direction of and report to the State's Program Administrator or designee. Prior to beginning any work, the State's Program Administrator or designee will forward a service order to the successful Bidder to perform the requested services via email and/or by telephone. The Provider will not begin work until an approved service order has been received. The Provider will provide personnel, tools, equipment, and supplies when the service order is received from the State's Contract Administrator.

Radio Support Technicians

- a. Radio Communications Mechanic - Installation of mobile radio and emergency equipment.
- b. Radio Communications Technician
 - Lead person performing work at any tower site, dispatch center or technical user equipment services.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

- Some jobs may require two (2) Communications Technicians' or one (1) Communications Technician and one (1) Communication s Mechanic. This will be job dependent and discussed with the Department prior to mobilization.
- Any site requiring ATV or snowmobile access will require two (2) technicians.
- Some remote tower sites even if accessible by truck may require two (2) technicians for safety. This will be discussed with the Department prior to mobilization.

c. Tower Climber

- Any work requiring leaving the ground for repairs or inspections of towers.
- Minimum of two (2) certified climbers are always required.

Dedicated Technician/Key Personnel

The Provider must assign dedicated technicians to the Department in order to maximize their familiarity with radio infrastructure therefore expediting service restoration in the event of problems. The Provider must notify the Program Administrator at least fourteen (14) calendar days in advance of any changes to dedicated technicians or key personnel. All changes are subject to the Department's final approval. The Provider will supply 'back-up' technicians in the event a 'dedicated' technician is out for an extended time.

Call/Outage Response

The Department supports a public safety network and as such must be considered high-priority over other clients for emergency call-in responses. Provider must supply emergency response 24/7 to any site the Department is responsible for. Provider must respond to requests within one (1) hour of a call being placed by the State, 24/7. Provider must have the ability to be onsite within four (4) hours of original service request, if requested by the Department. Emergency response will be defined as the vendor must be onsite within four (4) hours of original service request.

Travel

Billing shall apply for one-way travel time and one-way mileage incurred by the technician. Any allowable mileage will be reimbursed at the rate listed in the State of Maine, Office of State Controller Travel website <https://www.maine.gov/osc/travel>. Billing for technician one-way travel time and one-way mileage shall be calculated from the actual location of the technician at the time the service order is placed to the site location.

At times technicians may be required to stay overnight at remote locations within the State of Maine. The Department's Program Administrator or designee must give written prior authorization to the Provider for all overnight travel. The Department will reimburse for overnight travel at the Per Diem rates listed in the State of Maine, Office of State Controller Travel website <https://www.maine.gov/osc/travel>. Fuel expenses incurred by the Provider are non-reimbursable by the Department. Any insurance or rental fees incurred by the Provider are non-reimbursable by the Department.

Invoicing for Service and Parts/Materials

The Provider will provide a weekly invoice to the Department for service orders completed within that week period. The billing shall include the assigned contract number and for all parts/materials will cross-reference the service order number issued by the Department. Invoices must also include a brief description of Parts/Materials. Invoices must include number of miles traveled one way by technician, if applicable. The Provider must provide a copy of receipts of all receipts for any allowable expenses associated with overnight travel.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

Security

The Provider, sub-contractors, and all personnel will be required to undergo a fingerprint-based background check performed by the Maine State Police. The State Police will decide whether an individual is dis-qualified to perform work for the State. This background check may also be performed periodically during the course of the awarded contract.

Confidentiality

Provider technicians will be privy to information regarding the design, configuration, and support of Maine's radio and network system. Provider must agree to use its best efforts to prevent and protect the information, or any part thereof, from disclosure to any person other than disclosing information in connection with the fulfilling service requests. In addition, the Provider agrees to take all steps reasonably necessary to prevent information from falling into the public domain or into the possession of unauthorized persons. All technicians will be required to sign a non-disclosure statement.

Rates

| Job Title | Hourly Rate 7-1-2020 to 6-30-2021 |
|---|--|
| Radio Communications Mechanic (core business hours) | \$70.00 |
| Radio Communications Mechanic (extended after hours) | \$102.50 |
| Radio Communications Technician (core business hours) | \$83.00 |
| Radio Communications Technician (extended after hours) | \$122.00 |
| Tower Climber (core business hours) | \$90.00 |
| Tower Climber (extended business hours) | \$132.50 |
| Emergency Response | \$112.50 |
| | |
| | Markup on Parts/Materials Based on Original Supplier Invoice (if applicable/offered) |
| Parts/Materials | 10 % |
| | |

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER B-IT

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$0.00, Based on Usage
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Per rates in Rider A _____

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

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

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

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail address: _____

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

Name: John E. Richards
Title: Director, Radio Operations
Address: 66 Industrial Drive, Augusta, ME 04333-0147
Telephone: 207-624-9986
E-mail address: John.E.Richards@maine.gov

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

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

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the

Provider certifies as follows:

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

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

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

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

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

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

9. EMPLOYMENT AND PERSONNEL

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

10. STATE EMPLOYEES NOT TO BENEFIT

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

11. NO SOLICITATION

The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a *bona fide* employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

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

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

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

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

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

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

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

1. **Minimum Coverage**

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

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

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

C) Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$__0.00 ____, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

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

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

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

- 2. Workers' Compensation and employer's liability, as required by law;
 - 3. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
 - 4. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
 - 5. Crime, in an amount not less than \$_0.00_ (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
 - 6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
2. **Other Provisions** Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- 1. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

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

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

26. INTERPRETATION OF THE AGREEMENT

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

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

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

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

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

31. LOBBYING

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

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

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

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

32. PROVIDER PERSONNEL

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

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

34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS

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

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

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

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

37. COVER If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

38. ACCESSIBILITY All IT products must be accessible to persons with disabilities, and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>). All IT applications and content delivered through web browsers must comply with the State Web Standards (<https://www.maine.gov/oit/policies/webstandards.html>) and the Digital Accessibility Policy.

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

40. CONFIDENTIALITY

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

41. OWNERSHIP

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

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

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

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

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

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

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

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
 - a. The Provider has failed to carry out its obligations set forth in the this Agreement; or
 - b. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - c. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
 - d. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
 - e. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
3. The Provider is responsible for all fees to be paid to the Escrow Agent.
4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

45. THIS ITEM IS INTENTIONALLY LEFT BLANK

46. THIS ITEM IS INTENTIONALLY LEFT BLANK

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

RIDER C
EXCEPTIONS TO RIDER B-IT

RIDER D

Not Required: For use at Department's Discretion

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

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

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

United States. Please identify state: ME

Other. Please identify country: _____

Notification of Changes to the Information

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



**STATE OF MAINE REQUEST FOR PROPOSALS
RFP SUBMITTED QUESTIONS & ANSWERS SUMMARY**

| | |
|--|--|
| RFP NUMBER AND TITLE: | RFP# 202001021 - Radio Support Services |
| RFP ISSUED BY: | Department of Administrative and Financial Services |
| SUBMITTED QUESTIONS DUE DATE: | 3/23/2020 |
| QUESTION & ANSWER SUMMARY ISSUED: | 3/25/2020 |
| PROPOSAL DUE DATE: | 4/8/2020 |
| PROPOSALS DUE TO: | Proposals@maine.gov |

Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.

Provided below are submitted written questions received and the Department's answers

| Question # | Question | Answer |
|-------------------|--|---|
| 1 | Can respondents respond to only part of the scope? For example, could we respond only to the radio maintenance on towers portion and not to the maintenance of radios in vehicles? | Yes, response to one, or several, skill areas is acceptable. |
| 2 | For the insurance, what name do you want on the insurance binder/notice. | Please use 'State of Maine'. |
| 3 | Part II #2 - Page 8. What are the ramifications or are there liquidated damages if response time is not met? | If response times are not being met the State will have the option to use a different vendor. It is in the Vendors best interest to meet these times. |
| 4 | Part II #4 – Page 8 How do we bill cost to get personnel home? Is this a misprint? | This is not a misprint, Travel was never covered 'from' the site. Travel billable hours driving and billable mileage applies going to the site but not the return trip (one-way). We have done this to split the cost of travel in recognition that travel time is not really valuable work time. |
| 5 | Appendix D – Page 26, The projected hours listed looks extremely low for several job titles. Are additional hours pre-approved should they be needed? | The hours were estimated, additional hours will be approved as necessary. Contract hourly rates per the RFP response and resulting contract apply. |

RFP NUMBER: 202001021- SUBMITTED Q & A SUMMARY**PAGE 2 of 2**

| Question # | Question | Answer |
|-------------------|---|--|
| 6 | Appendix D – Page 26, Job titles does not include administrative work which will be a significant part of this RFP. These costs are different than the rates listed for each. How and where does the state want these costs billed? | The State does not pay separate/additional cost for internal Admin. Work. This is the responsibility of the vendor. Overhead/admin cost recovery would be included in the standard rates or parts/materials markup. There is no admin billing hours or rate. |
| 7 | | |

STATE OF MAINE
Department of Administrative and Financial Services
Office of Information Technology



RFP# 202001021

Radio Support Services

| | |
|--------------------------------|---|
| RFP Coordinator | <p>All communication regarding this RFP <u>must</u> be made through the RFP Coordinator identified below.</p> <p>Name: Thomas Howker Title: Radio Support Services Contact Information: thomas.n.howker@maine.gov</p> |
| Submitted Questions Due | <p>All questions <u>must</u> be received by the RFP Coordinator identified above by: Date: 3/23/2020, no later than 4:00 p.m., local time</p> |
| Proposal Submission | <p>Proposals <u>must</u> be received by the Division of Procurement Services by: Submission Deadline: 4/8/2020, no later than 11:59 p.m., local time. Proposals <u>must</u> be submitted electronically to the following address: Electronic (email) Submission Address: Proposals@maine.gov</p> |

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PUBLIC NOTICE

**State of Maine
Department of Administrative and Financial Services
RFP# 202001021
Radio Support Services**

The State of Maine is seeking proposals for Radio Support Services.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to this RFP, can be obtained at the following website:

<https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, to the following email address: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 pm, local time, on 4/8/2020. Proposals will be opened at the Burton M. Cross Office Building, 111 Sewall Street - 4th Floor, Augusta, Maine the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned email address by the aforementioned deadline will not be considered for contract award.

RFP DEFINITIONS/ACRONYMS

The following terms and acronyms shall have the meaning indicated below as referenced in this RFP:

| <u>Term/Acronym</u> | <u>Definition</u> |
|----------------------------|---|
| Department | Department of Administrative and Financial Services |
| OIT | Office of Information Technology |
| RFP | Request for Proposal |
| State | State of Maine |

State of Maine
Department of Administrative and Financial Services
Office of Information Technology
RFP# 202001021
Radio Support Services

PART I INTRODUCTION

A. Purpose and Background

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

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving the following agencies within Maine State Government:

- Department of Public Safety
- Department of Transportation
- Department of Agriculture/Conservation/Forestry
- Maine Emergency Management
- Inland Fisheries and Wildlife
- Maine Marine Patrol
- Department of Environmental Protection.

This infrastructure is a network of towers, shelters, and facilities which are dispersed throughout the entire state of Maine. The facilities/structures contain Radio Frequencies (RF) base stations, repeaters, generators, solar equipment, antennae, cabling, interconnect equipment, mobile radios, portable radios and other related components. The Department also works on 200+ public safety vehicles annually, installing, maintaining and removing radio and emergency equipment such as radios, computer mounts, voice/data wireless equipment, antennas, lightbars, power connections.

As a result of limited state resources and the geographical distribution of assets, the Department is seeking firms to provide highly qualified personnel to augment state staff for ongoing radio operations.

The Department anticipates making multiple awards that will result in master agreements based on time and materials.

B. General Provisions

1. 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.

2. 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.
3. 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" section of this RFP.
4. 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.
5. 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.
6. The RFP and the selected Bidder's proposal, including all appendices or attachments, shall be the basis for the final contract, as determined by the Department.
7. 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.).
[State of Maine Freedom of Access Act](#)
8. 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.
9. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be the Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

All interested parties are invited to submit bids in response to this Request for Proposals.

D. Contract Term

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

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods, as shown in the table below, and 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 | 6-15-2020 | 6-30-2021 |
| Renewal Period #1 | 7-1-2021 | 6-30-2023 |
| Renewal Period #2 | 7-1-2023 | 6-30-2025 |

E. Number of Awards

The Department anticipates making multiple award(s) as a result of this RFP process. The Department will limit the awards to only the highest-ranking Bidders, and in enough numbers, to meet its needs.

PART II SCOPE OF SERVICES TO BE PROVIDED

A. General Service Requirements

At the Department's request the successful Bidders will deploy highly qualified personnel that will work on a time and materials basis by completing service order requests for radio support services statewide.

1. Service Delivery

- a. The successful Bidders will work under the direction of and report to the State's Contract Administrator or designee.
- b. Prior to beginning any work, the State's Contract Administrator or designee will forward a service order to the successful Bidder to perform the requested services.
- c. The successful Bidder must agree not to begin work until an approved service order has been received.
- d. Successful Bidder must have personnel, tools, equipment, vehicle and supplies available when the service order is received from the State's Contract Administrator.
- e. Successful Bidders shall assign dedicated personnel to OIT in order to maximize their familiarity with OIT radio infrastructure therefore expediting service restoration in the event of problems.
- f. It is not required that the dedicated personnel work full-time on OIT service orders but assigned staff will not be frequently changed in order to achieve this expectation.
- g. Successful Bidders must provide qualified back-up personnel in the event dedicated personnel are out for an extended time.

2. Parts/Materials

- a. Parts/materials provided by the successful Bidders must be priced at a rate of cost-plus percentage mark-up based on original supplier invoice.
- b. At any time, the successful Bidders may be requested to provide the original supplier invoice.
- c. The Department requires successful Bidders to have established accounts with components/parts/materials suppliers.
- d. The Department shall purchase parts and supplies through the bidder.
- e. Express fulfillment of orders may be required at times.

3. Response Time

- a. The Department supports a public safety network and as such must be considered high-priority over other clients for emergency call-in responses.
- b. Successful Bidders must provide emergency response 24/7 to any site the Department is responsible for.
- c. The successful Bidders must respond to requests within one (1) hour of a call being placed by the State, 24/7.
- d. Successful Bidders must have the ability to be onsite within four (4) hours of original service request, if requested by the Department. Emergency response will be defined as the vendor must be onsite within four (4) hours of original service request.

- e. The Department considers core business hours to be Monday-Friday 8 a.m. – 5 p.m. and extended hours will be defined as any hours outside core business hours including weekdays, weekends, and state holidays.

4. Travel

- a. Personnel may be required to travel to site locations statewide.
- b. Billing shall apply for one-way travel time incurred by the personnel.
- c. Any allowable mileage will be reimbursed for one-way travel per the rate listed on the State of Maine, [Office of State Controller Travel website](#).
- d. The Department considers Augusta, Maine the “home office”.
- e. The Department will not pay any travel costs associated with daily commute to and from the “home office”.

5. Reporting

The successful Bidders will provide monthly reports to the State within five (5) days of the end of each month. The reports will contain, at a minimum, the following information each month:

- a. Summary by region (North, South, East, West) listing each service order completed:
 - i. Service order number
 - ii. Number of labor hours
 - iii. Labor hour cost
 - iv. Cost of parts/materials
 - v. Travel costs (to be broken down by number of miles traveled & travel hours incurred by personnel one way)
 - vi. Total cost
- b. Detail listing of any problems, issues, and/or any costs that may appear unduly high.
- c. Detail listing of any response time or quality issues, known to the successful bidders, or reported by the State, and their resolutions.

6. Invoicing for Service and Parts/Materials

Successful Bidders must agree to provide a weekly invoice to the state for service orders completed within that week period. The billing will include the assigned contract number and will cross-reference the service order number issued by the state.

7. Security

The successful Bidders, sub-contractors, and all personnel will be required to undergo a fingerprint-based background check performed by the Maine State Police. The State Police will make the decision whether an individual is disqualified to perform work for the State. This background check may also be performed periodically during the course of the awarded contract.

8. Confidentiality

Provider personnel will be privy to information regarding the design, configuration, and support of Maine's radio and network system. Personnel may also hear or see sensitive transmissions which occur through the network.

- a. Successful Bidders must agree to use their best efforts to prevent and protect the information, or any part thereof, from disclosure to any person other than disclosing information in connection with the fulfilling service requests.
- b. In addition, successful Bidders must agree to take all steps reasonably necessary to prevent information from falling into the public domain or into the possession of unauthorized persons.
- c. All personnel will be required to sign a non-disclosure statement.

B. Radio Support Services

1. Staff

The Department requires successful Bidders to provide skilled radio personnel to respond to service requests. Bidder may propose services for one or more titles.

- a. Radio Communications Mechanic
- b. Radio Communications Technician
- c. Tower Climber
 - i. The Department requires all Tower Climbers to hold Tower Climbing & Rescue Certifications.

2. Service Requests

Below are examples of different types of radio service requests that personnel will be required to perform, but are not limited to:

- a. Vehicle equipment installations at Radio Operations, 66 Industrial Drive, Augusta, and on the road statewide as deemed necessary
- b. Portable and mobile radio programming and repair
- c. Remote site maintenance to include:
 - i. Diagnostics and troubleshooting at tower locations or offsite facility
 - ii. Equipment installation and repair consisting of radios, lights, and general public safety type equipment.
 - iii. Antennae installation and replacement both mobile and tower site
 - iv. Cabling and grounding installation and replacement
 - v. Generator and power system repair and replacement
 - vi. Microwave equipment repair, tuning, and alignment

All work must be performed in accordance with Federal Communications Commission (FCC) and generally accepted industry standards.

PART III KEY RFP EVENTS

A. Questions

1. General Instructions

- a. It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
- b. Bidders and other interested parties should use **Appendix E – Submitted Questions Form** – for submission of questions.
- c. The Submitted Questions Form must be submitted by e-mail and received by the RFP Coordinator, identified on the cover page of this RFP, as soon as possible but no later than the date and time specified on the RFP cover page.
- d. Submitted Questions must include the RFP Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.

2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Division of Procurement Services RFP Page](#). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.

B. Amendments

All amendments released in regard to this RFP will also be posted on the following website: [Division of Procurement Services RFP Page](#). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

C. Submitting the Proposal

1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of this RFP, at which point they will be opened. Proposals received **after** the 11:59 p.m. deadline will be **rejected** without exception.
2. **Delivery Instructions:** Email proposal submissions are to be submitted to the State of Maine Division of Procurement Services, via email, to the email address provided on the RFP Cover Page (Proposals@maine.gov).
 - a. Only proposals received by email will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
 - b. Bidders are to insert the following into the subject line of their email submission: **“RFP# 202001021 Proposal Submission”**
 - c. Bidder’s proposals are to be broken down into multiple files, with each file named as it is titled in bold below, and include:
 - **File #1: PDF format preferred**
Completed - Proposal Cover Page (**Appendix A**)
Debarment, Performance and Non-Collusion Certification (**Appendix B**)

- **File #2:** *PDF format preferred*
Organization Qualifications and Experience (**Appendix C** and all related/required attachments stated in PART IV, B., Section I.)

- **File #3:** *PDF format preferred*
Proposed Services (and all related/required attachments stated in PART IV, B., Section II.)

- **File #4:** *PDF format preferred*
Cost Proposal (**Appendix D** and all related/required attachments stated in PART IV, B., Section III.)

PART IV PROPOSAL SUBMISSION REQUIREMENTS

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

A. Proposal Format

1. All pages of a Bidder's proposal 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.
2. The Bidder is asked to be brief and concise in responding to the RFP questions and instructions.
3. All electronic documents should be formatted for printing as formatting will not be adjusted prior to printing and reviewing these documents.
4. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated.
5. Include any forms provided in the submission 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.
6. 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.
7. The Bidder should complete and submit the "Proposal Cover Page" provided in **Appendix A** of this RFP and provide it with the Bidder's proposal. 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.
8. The Bidder should complete and submit the "Debarment, Performance and Non-Collusion Certification Form" provided in **Appendix B** of this RFP. Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

B. Proposal Contents

Section I Organization Qualifications and Experience

1. Overview of the Organization

The Bidder is to complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in this RFP. The Bidder is also to include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder's stated qualifications and skills.

2. Subcontractors

If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

3. Organizational Chart

Provide an organizational chart of the bidder's organization. The organization chart must include the project being proposed. Each position must be identified by position title and corresponding to the personnel job descriptions and the Staffing Plan provided.

4. Litigation

Attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which Bidder paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome. If no litigation will be included, write "none" on submitted attachment.

5. Licensure/Certification

Provide documentation of any applicable licensure/certification or any specific credentials required to provide the proposed services.

6. Certificate of Insurance

Provide a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

Section II Proposed Services

1. Services to be Provided

Discuss the Scope of Services referenced above in Part II of this RFP and what the Bidder will offer. Give attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform.

Section III Cost Proposal

1. General Instructions

- a. The Bidder must submit a cost proposal that covers the entire period of the initial contract. Please use the expected "Initial Period of Performance" dates stated in PART I, D.
- 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. 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.

2. Cost Proposal Form Instructions

The Bidder should fill out **Appendix D** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and the Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. 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 rates and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

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

Section I. Organization Qualifications and Experience (40 points)

Includes all elements addressed above in Part IV, B, Section I.

Section II. Proposed Services (30 points)

Includes all elements addressed above in Part IV, B, Section II.

Section III. Cost Proposal (30 points)

Includes all elements addressed above in Part IV, B, Section III.

2. **Scoring Process:** The review team will use a consensus approach to evaluate and score Sections I & II above. Members of the review team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Sections III, the Cost Proposal, will be scored as described below.
3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 30 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x 30 = 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.

4. **Negotiations:** The Department reserves the right to negotiate with the successful Bidder(s) 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 Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

C. Selection and Award

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

D. Appeal of Contract Awards

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

PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

1. The successful Bidder will be required to execute a State of Maine Service Contract with appropriate riders as determined by the issuing department.

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Division of Procurement Services' website at the following link:

[Division of Procurement Services Forms Page](#)

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement 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): [Chapter 110](#))

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

3. The State recognizes 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 Procurement 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 listed in this RFP may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder(s) shall act as an independent contractor and not as an agent of the State of Maine.

B. Standard State Agreement Provisions

1. Agreement Administration

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

2. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting

documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

1. **Appendix A** – Proposal Cover Page
2. **Appendix B** – Debarment, Performance and Non-Collusion Certification
3. **Appendix C** – Qualifications and Experience Form
4. **Appendix D** – Cost Proposal Form
5. **Appendix E** – Submitted Question Form

APPENDIX A

State of Maine
Department of Administrative and Financial Services
PROPOSAL COVER PAGE
RFP# 202001021
Radio Support Services

| | | | |
|--|--|----------------|--|
| Bidder's Organization Name: | | | |
| Chief Executive - Name/Title: | | | |
| Tel: | | 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: | | E-mail: | |
| Headquarters Street Address: | | | |
| Headquarters City/State/Zip: | | | |

- 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 above-named organization is the legal entity entering into the resulting agreement with the Department should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

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

| | |
|------------------------------|---------------|
| Name (Print): | Title: |
| Authorized Signature: | Date: |

APPENDIX B

**State of Maine
Department of Administrative and Financial Services
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION
RFP# 202001021
Radio Support Services**

| | |
|------------------------------------|--|
| Bidder's Organization Name: | |
|------------------------------------|--|

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.

| | |
|-----------------------|--------|
| Name (Print): | Title: |
| Authorized Signature: | Date: |

APPENDIX C

**State of Maine
Department of Administrative and Financial Services
QUALIFICATIONS & EXPERIENCE FORM
RFP# 202001021
Radio Support Services**

| | |
|------------------------------------|--|
| Bidder's Organization Name: | |
|------------------------------------|--|

Present a brief statement of qualifications, including any applicable licensure and/or certification. Describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work and staffing 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. You may expand this form and use additional pages to provide this information.

| |
|--|
| |
|--|

APPENDIX C (continued)

Provide a description of 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 project examples provided, a contact person from the client organization involved should be listed, along with that person’s telephone number and email address. 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.

If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder’s general capabilities.

| Project One | |
|-------------------------------|--|
| Client Name: | |
| Client Contact Person: | |
| Telephone: | |
| E-Mail: | |
| Brief Description of Project | |
| | |

| Project Two | |
|-------------------------------|--|
| Client Name: | |
| Client Contact Person: | |
| Telephone: | |
| E-Mail: | |
| Brief Description of Project | |
| | |

APPENDIX C (continued)

| Project Three | |
|-------------------------------------|--|
| Client Name: | |
| Client Contact Person: | |
| Telephone: | |
| E-Mail: | |
| Brief Description of Project | |
| | |

APPENDIX D

State of Maine
Department of Administrative and Financial Services
COST PROPOSAL FORM
RFP# 202001021
Radio Support Services

| | |
|------------------------------------|----|
| Bidder's Organization Name: | |
| Proposed Cost: | \$ |

Please note: To evaluate bidders on a standard comparable basis, OIT has developed a pricing scenario as presented on the Cost Proposal form below. The total cost of the scenario is only for bid scoring purposes. The Department in no way commits to the projected number of hours and amount and/or parts/materials. The Department reserves the right to negotiate special rates for long-term projects.

Enter Total Cost from table below as Proposed Cost above.

Table A. Radio Support Services

| Job Title | Projected Hours for Initial Contract Period (6/15/2020 - 6/30/2021) | Hourly Rate | Total (projected hours x rate) |
|--|--|--|--|
| Radio Communications Mechanic (core business hours) | 3,000 | \$(enter) | \$(enter) |
| Radio Communications Mechanic (extended after hours) | 200 | \$(enter) | \$(enter) |
| Radio Communications Technician (core business hours) | 200 | \$(enter) | \$(enter) |
| Radio Communications Technician (extended after hours) | 100 | \$(enter) | \$(enter) |
| Tower Climber (core business hours) | 200 | \$(enter) | \$(enter) |
| Tower Climber (extended business hours) | 100 | \$(enter) | \$(enter) |
| Emergency Response | 120 | \$(enter) | \$(enter) |
| | | | |
| | Estimated Cost of Supplier Parts/Materials for Initial Contract Period | Markup on Parts/Materials Based on Original Supplier Invoice (if applicable/offered) | Enter markup cost below (\$350,000 x %). E.g. 7% = \$24,500. |
| Parts/Materials | \$350,000 | (enter) % | \$(enter) |
| TOTAL COST (sum of all hourly costs and markup cost) | | | \$(enter) |



TILSON

Response to State of Maine

RFP #202001021

Proposal for Radio Support Services

8 April 2020

PREPARED BY:

David Radin

(207) 370-0045 | dradin@tilsontech.com



TILSON

On a Mission

David Radin

16 Middle Street, 4th Floor

Portland, ME 04101

(207) 370-0045

dradin@tilsontech.com

Thomas Howker

Via email

Dear Mr. Howker:

8 April 2020

Tilson is pleased to provide the State of Maine with the enclosed proposal for Radio Support Services. Tilson has provided these services to the State since 2015; our contract was renewed in 2018. As the current contractor for this scope, we look forward to continuing to support the State's wireless communications needs. A Maine-based company in business since 1996, Tilson performs full turnkey deployment of all manner of wireless infrastructure across its entire lifecycle, from site development and construction to maintenance and decommissioning. We are active nationwide and bring to bear our 600-strong team of network deployment experts in our work. Tilson has deployed, maintained, modified, or decommissioned tens of thousands of cellular and fixed wireless communications sites nationwide for all national carriers, various government entities, and a range of other clients.

Thank you for your time in reviewing our proposal. We look forward to the possibility of maintaining this relationship with the State of Maine. If you have any questions regarding our proposal, please contact me at my direct line (207) 370-0045 or by email at dradin@tilsontech.com.

Sincerely,

David Radin

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1 Appendix A

State of Maine
Department of Administrative and Financial Services
PROPOSAL COVER PAGE
RFP# 202001021
Radio Support Services


| | | | |
|--|---|----------------|------------------------|
| Bidder's Organization Name: | Tilson Technology Management, Inc. | | |
| Chief Executive - Name/Title: | Joshua Broder | | |
| Tel: | (207) 653-0573 | E-mail: | jbroder@tilsontech.com |
| Headquarters Street Address: | 16 Middle Street, 4 th Floor | | |
| Headquarters City/State/Zip: | Portland, ME 04101 | | |
| <i>(Provide information requested below if different from above)</i> | | | |
| Lead Point of Contact for Proposal - Name/Title: | David Radin/Sales Operations Manager | | |
| Tel: | (207) 370-0045 | E-mail: | dradin@tilsontech.com |
| Headquarters Street Address: | 16 Middle Street, 4 th Floor | | |
| Headquarters City/State/Zip: | Portland, ME 04101 | | |

- 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 above-named organization is the legal entity entering into the resulting agreement with the Department should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

RESPONSE TO STATE OF MAINE
RFP 202001021 RADIO SUPPORT SERVICES



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 (Print): David Radin | Title: Sales Operations Manager |
| Authorized Signature:  | Date: 8 April 2020 |

2 Appendix B

State of Maine
Department of Administrative and Financial Services
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP# 202001021
Radio Support Services

| | |
|------------------------------------|---|
| Bidder's Organization Name: | Tilson Technology Management, Inc. |
|------------------------------------|---|


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.

RESPONSE TO STATE OF MAINE
RFP 202001021 RADIO SUPPORT SERVICES



| | |
|--|------------------------------------|
| Name (Print): David Radin | Title: Sales Operations Manager |
| Authorized Signature:  | Date: 8 April 2020 |

3 Appendix C

**State of Maine
Department of Administrative and Financial Services
QUALIFICATIONS & EXPERIENCE FORM**

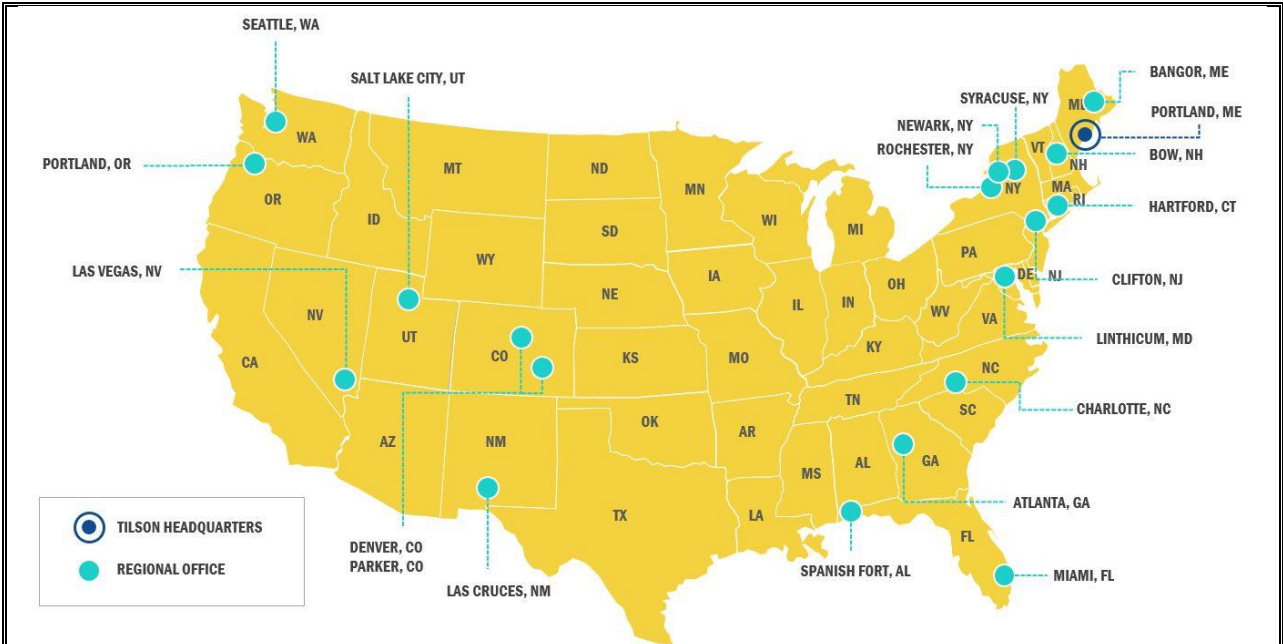
**RFP# 202001021
Radio Support Services**

| | |
|------------------------------------|---|
| Bidder's Organization Name: | Tilson Technology Management, Inc. |
|------------------------------------|---|

Present a brief statement of qualifications, including any applicable licensure and/or certification. Describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work and staffing 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. You may expand this form and use additional pages to provide this information.

Tilson is a multi-specialty telecommunications services firm on a mission to design and build America's 21st century telecommunications infrastructure. We have extensive experience designing, building, and maintaining telecommunications networks using both wireless and fiber technologies, in a variety of applications and for a variety of clients including governments, carriers, and service providers. Our depth of in-house capabilities allows us to participate in many projects from conception and planning through engineering and construction.

Tilson was founded in 1996 and has since grown to include over 600 employees in 20 offices around the United States.



Our mission is to serve our customers by building, integrating, and maintaining the information technology and communications infrastructure that enables great organizations to innovate and deliver. Tilson's values include operating our business sustainably, for its financial health, its people and the public good. We believe in:

- **Safety** — above bottom line. Cutting corners is never an option.
- **Integrity** — we do what is right, even if doing so puts us at a temporary disadvantage.
- **Accountability** — each person at Tilson is accountable for the work we do as a whole.
- **Professionalism** — be trusted by our clients to be their 'get it done' team.
- **Respect** — for our employees, clients, and partners
- **Composure** — we are comfortable in chaos and trust that we will always find a way through any challenge.

Engineering

Our engineering staff consists of professional engineers licensed in all 50 states as well as seasoned telecom OSP engineers. They produce network designs that satisfy the project's technical and budgetary needs. Tilson can produce any type of stamped, construction-ready drawing required by our clients or permitting authorities.

Maintenance and Construction

Tilson offers tower development, site acquisition, engineering, construction, maintenance and decommissioning services for state and local government, wireless service providers, tower developers/owners, and OEMs. Tilson provides turnkey services for new site builds, modifications, and line and antenna installation. The majority of our services are handled by our employee crews,

streamlining the process and avoiding unnecessary delays as the project progresses through the phases of development.

Tilson provides both routine maintenance and emergency response to outages and trouble tickets and has developed a reputation built on dependability, serving as the go-to resource for operations and maintenance management for some of our most important clients, processing thousands of tickets annually as part of our telecommunications maintenance network. With multiple offices in Maine (including headquarters) Tilson stands ready to assist the State with all its radio tower maintenance needs.

Tilson currently performs this scope for the State of Maine. We have had this contract in place since 2015, and it was renewed for an additional two years in 2018.

Provide a description of 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 project examples provided, a contact person from the client organization involved should be listed, along with that person’s telephone number and email address. 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.

If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder’s general capabilities.

| Project One | |
|--|---|
| Client Name: | State of Maine |
| Client Contact Person: | John Richards Director, Radio Operations |
| Telephone: | 207-624-9990 |
| E-Mail: | John.E.Richards@maine.gov |
| Brief Description of Project | |
| The State of Maine owns and operates a statewide, mission critical Land Mobile Radio (LMR) network used daily by hundreds of state police, county sheriff’s deputies, game wardens and marine patrol. Tilson provides professional services to keep the State’s LMR network operational, providing routine equipment upgrades and maintenance, as well as response to emergency outages as dispatched by the State. Our Radio Communications Mechanics, Radio Communication Technicians and Tower Climbers | |

perform a variety of functions, including onsite diagnostics and troubleshooting, equipment installation and repair, and microwave equipment repair, tuning and alignment.

When dispatched to site for emergency maintenance, Tilson's technicians utilize a methodical step by step approach to troubleshooting, first validating power to the site, and then mapping the signal flow and testing sequentially to isolate trouble. Once our technicians have diagnosed the problem, it is communicated back to the state, and our teams begin the repair process.

Tilson's network team performs equipment installation and repairs aerially and on the ground. Our ground crews provide maintenance and installation for all DC power, equipment racking, site civil construction, and system testing. For aerial work, Tilson's teams of tower climbers safety and efficiently install lines and antennas on all types of antenna support structures. Our tower climbers always deploy to a site equipped with antenna alignment tools, pathing boxes, sweep, fiber and PIM testers. Crews are mobilized at both sides of a down or degraded link to speed realignment and troubleshooting.

In addition to remote site maintenance, Tilson also provides the State with in-vehicle radio equipment installation, repair and maintenance, assuring the safe and reliable operation of the equipment and non-interference with other vehicle systems. Tilson takes a methodical approach to vehicle systems that includes attention to ergonomics in control mounting; power wiring, fusing and grounding to specification to avoid safety, reliability or vehicle interference problems; ensuring cabling is secured and hidden within the vehicle; ensuring the remote transceiver is mounted in a secure, protected location; ensuring that RF cabling, clean and professionally installed to avoid attenuation; and ensuring that that antenna mounting is waterproof and corrosion resistant.

Tilson also oversees several other maintenance services for the State LMR system, providing service order management, on site supervision, and review of post service order documentation for generator and power system repair and replacement, and wind and solar system maintenance.

| Project Two | |
|-------------------------------|--|
| Client Name: | AT&T |
| Client Contact Person: | Denise Davis MCAC Tower Manager – New England |
| Telephone: | (m) 203.823.5719 |

| | |
|--|----------------|
| E-Mail: | dd2971@att.com |
| Brief Description of Project | |
| <p>Tilson provides ongoing cellular site maintenance to AT&T nationally, both for routine, scheduled maintenance and for emergency restoration tickets. Tilson has established a sophisticated, comprehensive system for providing maintenance services for all types of wireless network infrastructure. We staff a 24/7 dispatching center that receives, prioritizes and distributes work through a companywide ticketing software platform built on the Sage Accounting Software System. This platform allows Tilson to track the location of personnel, current workload, job priorities, equipment and materials, allowing us to respond to our customers' maintenance needs in a timely manner, ensuring minimal system downtime and cost. Tilson also maintains a NOC that is staffed 24/7/365 to response to emergency maintenance requests.</p> <p>Maintenance for all types of AT&T wireless installations are performed by each local market. All markets provide both routine scheduled maintenance and emergency response to issues requiring immediate attention. Each market works with AT&T to set up a periodic maintenance schedule for each site. That scheduled is then tracked by each market, and technicians are scheduled to mobilize to the sites at routine intervals to perform inspections and maintenance. Maintenance tickets are responded to by local RF technicians who have the tools and experience to handle all types of service calls. We have buckets trucks as well as NATE Star certified tower climbers allowing us to access antennas in any location including towers, rooftops, utility poles and other antenna supporting structures. Our RF technicians are able to respond and repair all RF outages caused by damage, disruption or equipment failure.</p> | |

| | |
|---|--|
| Project Three | |
| Client Name: | Maine Department of Transportation |
| Client Contact Person: | Mike Eaton Traffic Transportation Crew Supervisor |
| Telephone: | (m) 207.215.4975 |
| E-Mail: | Mike.eaton@maine.gov |
| Brief Description of Project | |
| <p>Since 2019 Tilson has performed on-call maintenance for the Maine Department of Transportation. This has encompassed all types of maintenance for Intelligent Transportation Systems statewide, including installation, maintenance, general electronic troubleshooting, and basic electrical repair, such as voltage and resistance</p> | |

testing, for variable message boards, radar activated speed signs, spread spectrum radios, DSRC, cell modems, video cameras, phone systems, pbx, and pots.

Tilson responds to trouble tickets within two business days and conducts initial troubleshooting within one week or assignment. For priority tickets, these are respectively 12 and 24 hours from receipt.

We staff a 24/7 dispatching center that receives, prioritizes and distributes work through a companywide ticketing software platform built on the Sage Accounting Software System. This platform allows Tilson to track the location of personnel, current workload, job priorities, equipment and materials, allowing us to respond to our customers' maintenance needs in a timely manner, ensuring minimal system downtime and cost. Tilson also maintains a NOC that is staffed 24/7/365 to response to emergency maintenance requests.

4 Requirements from §IV(B) Section I

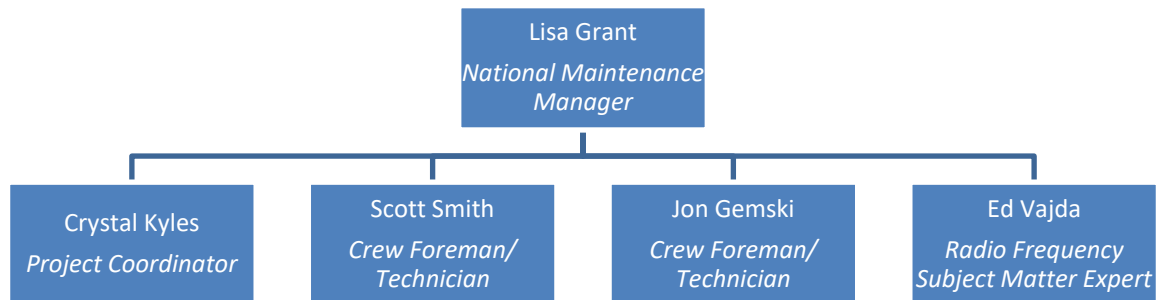
4.1 Overview of the Organization

Please see Appendix C on page 5.

4.2 Subcontractors

Tilson does not propose to use subcontractors at this time.

4.3 Organizational Chart



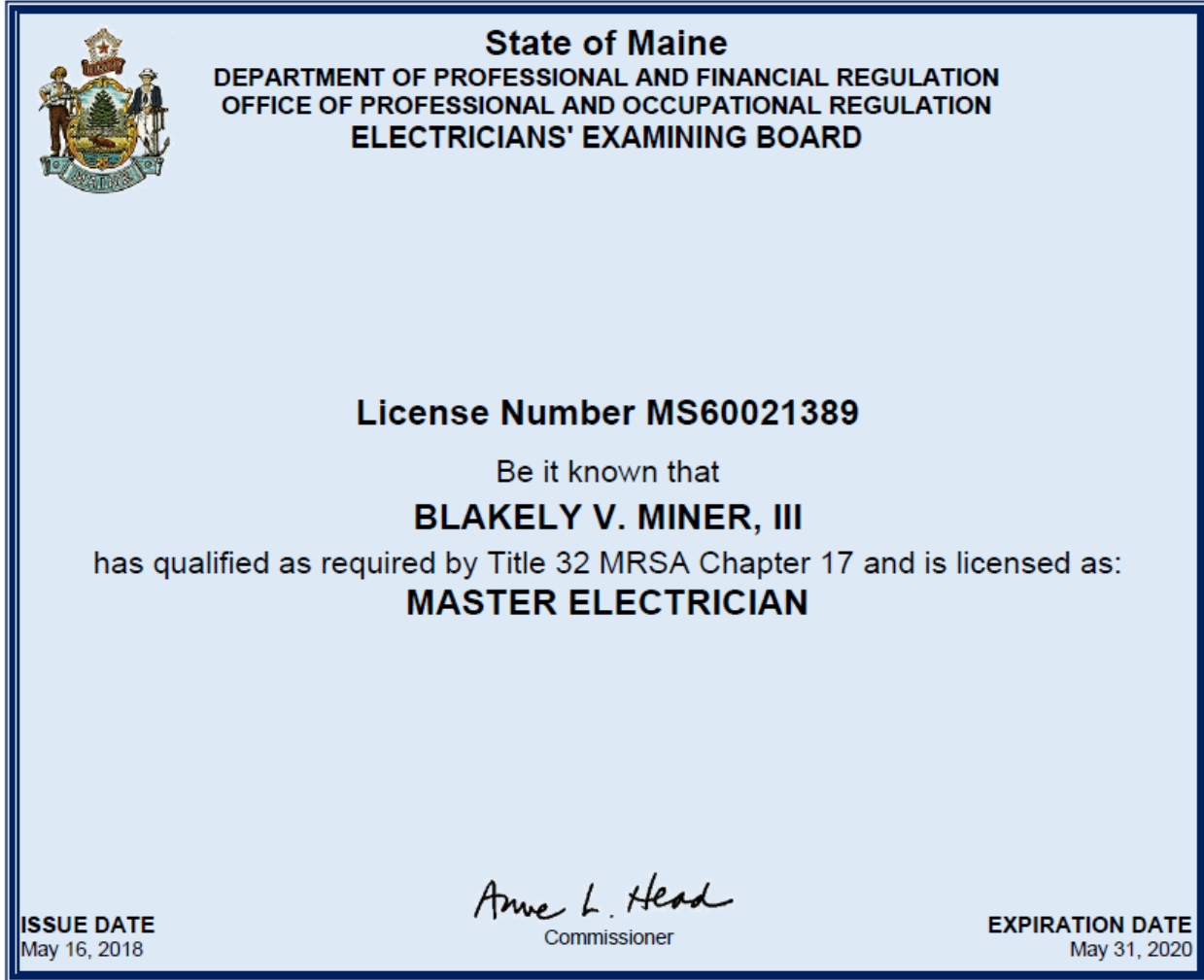
4.4 Litigation

- Tilson is currently co-defendant in a suit in Utah state court seeking damages related to a of a fire suppression line by a subcontractor conducting directional boring in Salt Lake City. The subcontractor and its insurer have accepted tender in this matter.
- Tilson is currently a defendant in a suit in Utah state court alleging non-payment of invoices, brought by a subcontractor that Tilson terminated for breach of contract. Tilson maintains that no payments are due as a result of warranty claim and other costs resulting from the subcontractor's breach, and is preparing counterclaims.

4.5 Licensure/Certifications

Tilson is a licensed electrical contractor and professional engineering firm in Maine. Copies of our license certificates are below.

4.5.1 Electrical Contractor




Blakely Miner is a full-time Tilson employee.

4.5.2 Professional Engineering

Tilson has the following on-staff professional engineers licensed in Maine.

| Name | License No. |
|----------------|-------------|
| Eric Anderson | 15108 |
| John Malloy | 15217 |
| Matthew Ballog | 15365 |
| Robert Brandow | 15499 |
| James Manzer | 9138 |

4.6 Certificate of Insurance

|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 12/30/2019 | | | |
|--|---|---|----------|--|-------------------------|-------------------------|---|
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> | | | | | | | |
| <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> | | | | | | | |
| PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 | | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | |
| CN130061406-wXS-GAWUX-19-20 | | INSURER(S) AFFORDING COVERAGE | | NAIC # | | | |
| INSURED Tilson Technology Management, Inc. SQF, LLC 16 Middle Street, 4th Floor Portland, ME 04101 | | INSURER A: Liberty Mutual Fire Insurance Company | | 23035 | | | |
| | | INSURER B: Employers Insurance Company of Wausau | | 21458 | | | |
| | | INSURER C: Endurance American Specialty Insurance Company | | 41718 | | | |
| | | INSURER D: | | | | | |
| | | INSURER E: | | | | | |
| | | INSURER F: | | | | | |
| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | | |
| | | NYC-010800302-03 | | 2 | | | |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | TB5-651-291916-029 | 12/19/2019 | 12/19/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AS2-651-291916-019 | 12/19/2019 | 12/19/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | ELD30001012501 | 12/19/2019 | 12/19/2020 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WA265D291916039 | 04/01/2019 | 04/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | |
| Tilson Technology Management, Inc 16 Middle Street 4th Floor Portland, ME 04101 | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | |
| | | | | AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> | | | |
| ACORD 25 (2016/03) | | | | © 1988-2016 ACORD CORPORATION. All rights reserved. | | | |
| The ACORD name and logo are registered marks of ACORD | | | | | | | |

5 Proposed Services

Tilson currently performs this work for the State and proposes to continue doing so. Tilson does not propose to provide services in vehicles or programming portable radios. We will deploy highly qualified personnel who are already knowledgeable on the State's infrastructure to provide service under the Remote Site Maintenance title.

We can complete any work required on towers or in associated equipment shelters, including but not limited to:

- Diagnostics and troubleshooting at tower locations or offsite facility
- Equipment installation and repair consisting of radios, lights, and general public safety type equipment.
- Tower antennae installation and replacement
- Cabling and grounding installation and replacement
- Generator and power system repair and replacement
- Microwave equipment repair, tuning, and alignment

Tilson will service this work out of our New England construction hub in Bow, NH and our Maine offices in Portland and Bangor.

Our commitment to safety, training, and professional development has allowed us to build a large team of in-house tower professionals in a tight labor market, and to bring new talent into an industry starving for skilled labor. Tilson is a National Association of Tower Erectors (NATE) STAR participant, reflecting Tilson's commitment to the highest levels of safety and training for our tower-climbing personnel. Tilson has also been recognized as having the most participants in the Wireless Infrastructure Association's Tower Industry Registered Apprenticeship Program.

Tilson has crews of climbers experienced in all aspects of line and antenna construction and certified with a variety of manufacturers' equipment. Our antenna and line crews understand RF engineering and can install, optimize, and troubleshoot antenna systems on towers and on the ground. All crews are equipped with the necessary tools and with the latest PIM and sweep gear. For required electrical work, Tilson employs a master electrician licensed in Maine.

Tilson provides both routine maintenance and emergency response to outages and trouble tickets and developed a reputation built on dependability, serving as the go-to resource for operations and maintenance management for some of our most important clients, processing thousands of tickets annually as part of our telecommunications maintenance network. We operate a 24/7 NOC that the State currently uses to submit work tickets and which dispatches crews in accordance with the SLA to perform repairs or maintenance.

6 Cost Proposal

State of Maine
Department of Administrative and Financial Services

COST PROPOSAL FORM

RFP# 202001021

Radio Support Services

| | |
|------------------------------------|---|
| Bidder's Organization Name: | Tilson Technology Management, Inc. |
| Proposed Cost: | \$ 339,050 |

Please note: To evaluate bidders on a standard comparable basis, OIT has developed a pricing scenario as presented on the Cost Proposal form below. The total cost of the scenario is only for bid scoring purposes. The Department in no way commits to the projected number of hours and amount and/or parts/materials. The Department reserves the right to negotiate special rates for long-term projects.

Enter Total Cost from table below as Proposed Cost above.

Table A. Radio Support Services

| Job Title | Projected Hours for Initial Contract Period (6/15/2020 -6/30/2021) | Hourly Rate | Total (projected hours x rate) |
|---|---|--------------------|---------------------------------------|
| Radio Communications Mechanic (core business hours) | 3,000 | \$70.00 | \$210,000 |
| Radio Communications Mechanic (extended after hours) | 200 | \$102.50 | \$20,500 |
| Radio Communications Technician (core business hours) | 200 | \$83.00 | \$16,600 |

RESPONSE TO STATE OF MAINE
RFP 202001021 RADIO SUPPORT SERVICES



| | | | |
|---|--|--|---|
| Radio Communications Technician (extended after hours) | 100 | \$122.00 | \$12,200 |
| Tower Climber (core business hours) | 200 | \$90.00 | \$18,000 |
| Tower Climber (extended business hours) | 100 | \$132.50 | \$13,250 |
| Emergency Response | 120 | \$112.50 | \$13,500 |
| | | | |
| | Estimated Cost of Supplier Parts/Materials for Initial Contract Period | Markup on Parts/Materials Based on Original Supplier Invoice (if applicable/offered) | Enter markup cost below (\$350,000 x %). E.g. 7% = \$24,500. |
| Parts/Materials | \$350,000 | 10.0% | \$35,000 |
| | | | |
| TOTAL COST (sum of all hourly costs and markup cost) | | | \$339,050 |

State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

PART I: OVERVIEW

| | | | | |
|---|------------------------|--|-----------------------|-----------|
| Department Office/Division/Program: | | DAFS/OIT/Radio Services | | |
| Department Contract Administrator or Grant Coordinator: | | John E. Richards | | |
| (If applicable) Department Reference #: | | N/A | | |
| Amount: (Contract/Amendment/Grant) | \$0.00, Based on Usage | Advantage CT / RQS #: | RQS 18B 20200608*1346 | |
| CONTRACT | Proposed Start Date: | 7/1/2020 | Proposed End Date: | 6/30/2021 |
| AMENDMENT | Original Start Date: | | Effective Date: | |
| | Previous End Date: | | New End Date: | |
| GRANT | Project Start Date: | | Grant Start Date: | |
| | Project End Date: | | Grant End Date: | |
| Vendor/Provider/Grantee Name, City, State: | | Tilson Technology Management, Inc. 16 Middle Street, 4th Floor. Portland, ME 04101 | | |
| Brief Description of Goods/Services/Grant: | | Radio Support Services | | |

PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

| | | | |
|-------------------------------------|-----------------------------------|--------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | A. Competitive Process | <input type="checkbox"/> | G. Grant |
| <input type="checkbox"/> | B. Amendment | <input type="checkbox"/> | H. State Statute/Agency Directed |
| <input type="checkbox"/> | C. Single Source/Unique Vendor | <input type="checkbox"/> | I. Federal Agency Directed |
| <input type="checkbox"/> | D. Proprietary/Copyright/Patents | <input type="checkbox"/> | J. Willing and Qualified |
| <input type="checkbox"/> | E. Emergency | <input type="checkbox"/> | K. Client Choice |
| <input type="checkbox"/> | F. University Cooperative Project | <input type="checkbox"/> | L. Other Authorization |

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving 8 agencies within Maine State Government.

This infrastructure is a network of towers, shelters, and facilities which are dispersed throughout the entire state of Maine. The facilities/structures contain Radio Frequencies (RF) base stations, repeaters, generators, solar equipment, antennae, cabling, interconnect equipment, mobile radios, portable radios and other related components. The Department also works on 200+ public safety vehicles annually, installing, maintaining and removing radio and emergency equipment.

As a result of limited state resources and the geographical distribution of assets, the Department issued RFP202001021 seeking firms to provide highly qualified personnel to augment state staff for ongoing radio operations.

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

Multiple awards were made through the RFP202001021. Tilson was the highest scoring full-service Provider. Tilson is a very qualified organization with innovative technology and forward-thinking vision.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

Response to competitive RFP.

4. Describe the plan for future competition for the goods or services.

Re-compete at end of contract/RFP renewal periods.

PART IV: APPROVALS

**Signature of requesting
Department's Commissioner
(or designee):**

By signing below, I signify that I approve of this procurement request.

DocuSigned by:



Printed Name:

052B9AC7F56A489...
Frederick Brittain

Date:

6/23/2020

**Signature of DAFS
Procurement Official:**

DocuSigned by:



Printed Name:

AEEED9C7B3A8044E...
Justin Franzose

Date:

6/25/2020



AMENDMENT

DATE: **4/28/2021**

ADVANTAGE CONTRACT #: **MA 18P 200625-0174**

DEPARTMENT AGREEMENT #: **Radio Support Services**

AMENDMENT AMOUNT: \$ **0.00**

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

State of Maine DEPARTMENT

DEPARTMENT: **Administration and Finance, Office of Information Technology**

Address: **Mail Station 145, 51 Commerce Dr.**

City: **Augusta** State: **ME** Zip Code: **04333-0145**

PROVIDER

PROVIDER: **Tilson Technology Management**

Address: **16 Middle st, 4th floor**

City: **Portland** State: **Me** Zip Code: **04101**

Provider's Vendor Customer #: **VS0000004356**

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

Department of NA

DocuSigned by:

Jaime Schorr 5/17/2021
6D6437754DD0459...

Signature **Representative Name and Title** Date

Provider – Tilson Technology Management, Inc

DocuSigned by:

Joshua Broder 6/14/2021
03889D49DF04A2...

Signature **Joshua Broder, President and CEO**
Date

Department of Administrative and Financial Services, Office of Information Technology

DocuSigned by:

Frederick Brittain 5/17/2021
052B9AC7F56A489...

Frederick Brittain, Chief Information Officer Date

AMENDMENT

Amendment rev. July 2019

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

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

| | | |
|-------------------------------------|---------------------------------|--|
| <input checked="" type="checkbox"/> | Amended Period: | Original Start Date: 7/1/2020 Current End Date: 6/30/2021 Amendment Start Date: 7/1/2021 New End Date: 6/30/2023 Reason: 2-year extension-1 of contract for radio support services per terms of RFP 202001021. No change in deliverables. |
| <input type="checkbox"/> | Amended Contract Amount: | Amount of Adjustment: \$ _____ New Contract Amount: \$ _____ Reason: |
| <input type="checkbox"/> | Amended Scope of Work: | The Scope of work in Rider A is amended as follows: |
| <input type="checkbox"/> | Other: | Reason: |

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

CODING

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

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

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