

MA 18P 22071100000000000002  
NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 08/01/22

**Expiration Date:** 07/31/26

**Master Agreement Description:** InforME Service Level Agreement Services & Development

**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

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

**Agreement Reporting Categories**

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000057820

**Vendor Name**

MAINE INFORMATION NETWORK LLC

**Alias/DBA**

DBA INFORME

**Vendor Address Information**

PO BOX 404776

ATLANTA, GA 30384-4776

US

**Vendor Contact Information**

MICHELLE BOIVIN  
621-2600X21 ext.

**Payment Discount Terms**

0 Days  
0 Days  
0 Days  
0 Days

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** MAINE INFORMATION NETWORK LLC

**Commodity Line #:** 1

**Commodity Code:** 92037

**Commodity Description:** InforME Service Level Agreements Services & Development

**Commodity Specifications:**

**Commodity Extended Description:** Agency to obtain quote/invoice from vendor, then create DO against the MA (make sure you attach a copy of vendor's quote/invoice). If order is under \$5,000.00, agency must e-mail it to the vendor. If order is over \$5000.00, Procurement will e-mail to the vendor.

**Quantity** 0.00000 **UOM** **Unit Price** 0.000000

**Delivery Days** **Free On Board**

**Contract Amount** 0.00 **Service Start Date** 08/01/22 **Service End Date** 07/31/26

**Catalog Name** **Discount** 0.0000 % **Discount Start Date** **Discount End Date**

**Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

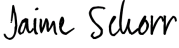
**T&C Name:** Payment Terms

**T&C Details:** Net 30

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:  
 7/25/2022  
6D6437754DD0459

Signature \_\_\_\_\_ Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:  
 7/25/2022  
5CF872B16E7546A

Signature \_\_\_\_\_ Date

Dan Andrews General Manager

Print Representative Name and Title

**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 type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input 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 type="checkbox"/>	Other – Included at Department's Discretion

Advantage CT#: yyymdd\*#####

STATE OF MAINE  
DEPARTMENT OF Administrative and Financial Services  
Agreement to Purchase Services

THIS AGREEMENT ("Agreement"), made this **22nd day of July, 2022**, is by and between the State of Maine, Department of...Administrative and Financial Services, hereinafter called "Department," and Maine Information Network, LLC dba NIC Maine, located at 45 Commerce Drive, Suite 10, Augusta, ME 04330, hereinafter called "Provider", for the period of **August 1, 2022 to July 31, 2026**.

The AdvantageME Vendor/Customer number of the Provider is VC or VS# **VC1000057820**

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 Other Provisions
- 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: **Maine Information Network, LLC dba NIC Maine**

DocuSigned by:  
*Dan Andrews*  
By: \_\_\_\_\_  
ECFB72B18E7546A  
Dan Andrews, General Manager

Date: 7/25/2022

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

DocuSigned by:  
*Frederick Brittain*  
By: \_\_\_\_\_  
052B9AC7E56A489...  
Frederick Brittain, Chief Information Officer

Date: 7/25/2022

**Total Agreement Amount \$ \$0.00**

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

**1. Elements of the Contract**

The following documents constitute the State of Maine Contract for Special Services with **Provider** and are herein incorporated into the Provisions of the Agreement:

1. State of Maine Agreement to Purchase Services, Rider A, Specification of Work to be Performed;
2. State of Maine Agreement to Purchase Services, Rider B-IT, Payment and Other Provisions;
3. State of Maine Agreement to Purchase Services, Rider C, Exceptions to Rider B-IT ;
4. State of Maine Agreement to Purchase Services, Rider D, Other Terms and Conditions and
5. Provider's Proposal in response to the RFP identified in 7, below. (Incorporated by reference);
6. Department of Administrative and Financial Services Request for Proposals #202104052 for InforME Network Manager Services (incorporated by reference).

**2. Contract Interpretation – Controlling Terms**

It is mutually understood and agreed that in the event of any conflict among the provisions for the documents, attachments, and/or exhibits that constitute the State of Maine Contract for Special Services with **Provider** listed in Article 1 above, the conflict shall be resolved by giving precedence to the documents in the order listed:

- Item 3, Rider C, Exceptions to Rider B-IT
- Item 2, Rider B-IT, Payment and Other Provisions
- Item 1, Rider A, Specification of Work to be Performed
- Item 4, Rider D, Other Terms and Conditions
- Item 5, Provider's Proposal
- Item 6, DAFS RFP #507007 for InforME Network Manager Services being subordinate to all other listed documents

**3. Term**

This Agreement shall be for a term of four (4) years, commencing August 1, 2022 and expiring at 11:59 p.m., July 31, 2026 unless earlier terminated by the Board for cause.

This Agreement may be renewed, or amended and renewed as follows:

- By January 1, 2026 the Board will inform Provider of the decision on whether or not to extend the contract period through July 31, 2029.

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- By January 1, 2029 the Board will inform Provider of the decision on whether or not to extend the contract period through July 31, 2032.

#### **4. Information Resource of Maine**

The Information Resource of Maine, referred to as “InforME”, was established by the InforME Public Information Access Act, 1 MRSA chapter 14. Its purposes, as defined in §533, include but are not limited to serving as a self-supporting and cost effective electronic gateway to provide and enhance access to the State’s public information for individuals, businesses, and other entities and to provide public services. It is the responsibility of the InforME Board, described below, to carry out the purposes of InforME.

InforME is the preeminent source for electronic access to public information and the online transaction of public business. The InforME vision encompasses:

1. Ever-expanding government information accessible through a single portal available twenty-four hours a day, seven days a week, via the Internet;
2. State-of-the-art, interactive government services that meet the needs of citizens, business, visitors, and provide a catalyst for the further advancement of electronic commerce;
3. Efficiencies created through electronic access and transactions that enables government to offer more personalized attention to citizens who prefer traditional means of access;
4. Citizen interaction with government that promotes participation in our democracy by providing access to public information and presenting opportunities for public input. Services must be cost-effective, affordable, and easily accessible to Maine citizens.

The success of this initiative is based on three primary objectives:

1. The Network Manager must enhance and provide access to public information for the State’s constituents.
2. The Network Manager must provide electronic services that include business process improvements, not only for participating State agencies, but also for our constituents.
3. The Network Manager is required to operate InforME as a self-supporting and cost-effective electronic gateway without the appropriation of tax dollars. It is believed that this paradigm of entrepreneurial initiative has greatly accelerated the delivery of public service and information in a highly efficient manner.

The objective of this agreement is to require Network Manager Services that will promote a secure, efficient, effective, innovative, and functional web presence for the State of Maine.

The State of Maine expects the Network Manager to provide modernization of the portal for the continuation of existing services and add various new services. The portal will deliver state of the art, high-quality services that the portal visitors have come to expect before, during and after the contract transition. Services will support web and mobile usability. Navigation will be intuitive and easy to learn, providing a memorable experience to users.

#### **4.1. InforME Board**

The duties of the InforME Board are as set forth in the InforME Public Information Access Act. The terms “InforME Board” and “Board” are used interchangeably throughout this Agreement;

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both are defined as the "InforME Board." Included in its duties are approving the criteria and specifications for this Agreement for the services of a private entity to act as Network Manager to fulfill the purposes of InforME through the establishment and administration of the InforME Network.

The InforME Board will set InforME Network policies, regulate fees, and set the priorities of all portal activities.

#### **4.2. InforME Network Manager**

The goal of this Agreement is to specify the terms by which the Provider will provide InforME Network Manager services required to serve the purposes of the Information Resource of Maine. In exchange for these services Provider will have the opportunity to earn a profit from the InforME Network's fee services.

Provider will develop and operate the InforME Network as Network Manager in a manner consistent with InforME Public Information Access Act and the terms of this agreement as directed by the InforME Board. Additionally the Provider will work with the CIO to develop procedures to ensure that executive branch agencies and semiautonomous state agencies comply with standards and policies adopted by the Chief Information Officer of the Office of Information Technology with the Department of Administrative and Financial Services. State agencies working with the Provider and the InforME Board will determine the Service Level Agreement (SLA) nature and charge to users or the agency of the information that will be offered through this gateway.

The InforME Network will be self-supporting with the Provider receiving its compensation from the net proceeds of fee services delivered under the auspices of this Agreement. The InforME Board has agreed that the Provider will act as an agent for the InforME Network allowing Provider to legitimately collect the service fee, pay State agencies fees determined through SLAs, and disburse funds.

#### **4.3. InforME Services**

The Network Manager will focus on providing state-of-the-art, secure, enhanced, and usable services accessible to individuals with disabilities within the Maine.gov portal.

In all cases service agreements, fees, and charges for services shall be negotiated and determined by a Service Level Agreement between the data custodian (state agency) and the Provider and are subject to the approval and ongoing monitoring of the Board.

The Provider, the State of Maine through its agencies, and the Board will work in conjunction to determine all fees and charges for services to provide adequate revenue for the InforME Network.

The Provider will support credit card, electronic check and InforME subscription payment services for all existing services, as well as new services. Services will ensure payment information does not traverse the State's network.



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**4.3.1. Fee Services**

The Provider will propose fee services to users and the timetable to deploy them via the Network for approval by the InforME Board. For the purposes of this Agreement, “Fee Services” are any services for which there is a fee attached as defined in 1 MRSA §532 .

Fee services that are provided to InforME Network subscribers (monthly account holders) are referred to as premium services as defined in 1 MRSA §532 . Other fee services will be transactions, such as renewing a vehicle registration. Customers of these services will be using their credit card or electronic check (as determined in the related SLA) to perform this single activity and therefore will not need to become subscribers.

**4.3.2. Subscriptions**

Subscribers will be required to enter into an agreement for recurring services. Customers will apply for subscriptions and receive from InforME a username and password in order to access the services they desire. Once a subscriber has been authorized and is given an account, they will choose a billing method for payment.

**4.3.3. Hosting Services**

For public access systems and applications consistent with the goals and mission of InforME, the Provider may provide hosting and/or housing services under the terms of this Agreement. These services will be detailed in and provided for Service Level Agreements (SLAs) which will be coterminous with this Agreement.

**4.3.3.1. Web Site Content**

The Provider will host agency developed web pages on their servers at fees determined by the Board. Fees for maintenance of this content may apply and will be negotiated through the Service Level Agreement process.

**4.3.3.2. Applications**

The Provider may host state agency developed applications on its servers that are related to the portal and accessible to the Web. Fees for hosting of such applications may apply and will be negotiated through the Services Level Agreement process.

**4.3.4. Development Services**

The Provider may provide development services based on Time and Materials estimates as an extension of this Agreement as follows:

Provider, working with the agency, will perform a requirements analysis, and develop a Statement of Work (SOW) and Cost Quote that describes the work needed to meet the agency’s requirements.

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The cost will be calculated based on the rates set forth in the table below.

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<b>Time and Materials Rate Table</b>	
Database Development	\$130
Application Development	\$130
Graphic Design	\$110
Static html Page Creation	\$110
Dynamic Web Page Creation	\$110
Project Management	\$125
Quality Assurance Analyst	\$100
Systems/Security Administrator	\$130
Senior Management	\$150

The SOW must have the following characteristics:

- Be in a Board approved format.
- Fully describe the deliverables necessary to meet the agency's requirements.
- Fully describe the agencies' obligations required for the successful completion of the work.
- Detail the resource requirements of the Provider to complete the work
- Include appropriate milestones and approximate start and completion dates.
- Include a fixed price quote.

Subject to Board approval and prioritization the agency may choose to accept the Provider's fixed price quote. The SOW will be incorporated as a Service Level Agreement (SLA) to this Agreement after it has undergone the State proscribed contract review.

For projects less than \$50,000, the Agreement Administrator as the designee of the Board may approve these efforts. The Provider will report projects so approved at the next Board meeting. Projects over \$50,000 must be presented to the Board for review and approval.

The completed SOW is the property of the State of Maine. If the agency does not accept the terms offered the agency may use the SOW to acquire the services it describes elsewhere.

Time and Materials statements of work may include change orders that provide a scope statement for application changes, fee changes, and changes in timeline. Any adjustments to the fixed price quote must be made prior to contract review.

After execution of the SLA and contract execution for a time and materials service, any agency request that may materially change the utility, efficiency, functional capability, or application of the software ('Enhancements') may be undertaken on a project basis, subject to the review and approval of the InforME Board. In order to complete a SOW change request and amend the SLA, the agency will submit a written change request. The Provider will then evaluate the request, seek additional information if necessary, notify the agency of cost and scheduling impacts, and prioritize it in consideration of other ongoing development projects, with the

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approval of the InforME Board and State of Maine contract review.

#### **4.4. Instrumentalities of the State**

As allowed in the InforME statute, the Provider is authorized to provide services to Instrumentalities for the State, including but not limited to Maine municipalities, counties and the University of Maine (as defined in 20-A MRSA §10901). The Board may approve or disapprove all services provided to these entities whether those services are self supporting, subsidized, or provided under some other contractual terms.

The Provider will submit all service proposals for review under the Board's service prioritization policy. All service requests will be subject to the Board's policy priorities for InforME Network services within the self funded model. A Board-approved SLA with the specific entity to be served will be a requirement of providing services.

#### **4.5. Service Level Agreements**

As of the effective date of this Agreement, any and all SLAs in effect under the Advantage Contract # MA 18-P-081022\*0089 entered by and between the State of Maine and Provider are hereby continued in accordance with each SLA's terms and conditions and are deemed to be a part of this Agreement as if entered and approved by the InforME Board under this Agreement.

#### **4.6. Deliverables and Technical Requirements**

<b>Deliverable</b>	<b><u>Description</u></b>	<b>Contract Reference Location</b>
A	<u>Develop agreement that the SOM has discretion to approve or disapprove provider offerings and the discretion to implement or hold software developed for us. We want to maximize flexibility for the use and provision of technology solutions in the best interests of the SOM.</u>	Rider D – Section 1.1 Rider D – Section 3 Rider D – Section 3.2 Rider B-IT – Section 44
B	<u>The provider will modernize, maintain and support three separate environments: Development, Test and Production, provide all personnel, infrastructure, tools, test equipment and expertise to install, provide products, services and warranty services that meet the requirements as outlined below.</u>	Rider D – Section 3.7
C	Conduct quarterly usability assessments, evaluate the results, make recommendations to the Board and respective agency, and implement before the next quarterly assessment.	Rider D – Section 2.4.1  These activities are currently conducted in

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		conjunction with the InforME Board strategic plan reporting requirement.
D	Review and update of Implementation Work Plan	Rider D – Section 6 Implementation Work Plan will include: <ul style="list-style-type: none"> <li>• Summary Work Plan</li> <li>• Communication Plan</li> <li>• Single Sign On Plan</li> <li>• Updated Strategic Plan</li> </ul> Infrastructure Migration Plan(s)
E	Develop and initiate a business process for analyzing and removing barriers to user access for tools and services (such as Drupal) that are essential for encouraging high quality web content and assets. These efforts should be integrated into the Implementation Work Plan TR2 E, TR6 E	Rider D – Section 3.2 Rider D – Section 6
F	The Provider will develop a policy in conjunction with the Board containing explicit language that describes and defines the portability of software, data and content created or collected on behalf of Maine Citizens final disposition of these policy decisions will be reflected in the SLA.	Rider D – Section 3.8 Rider B-IT – Section 44
G	Clarify and document the rights conferred to SOM agencies as data custodians and their ownership all data and products purchased, developed, customized, or configured. The final disposition of these policy decisions will be reflected in the SLA.	Rider D – Section 3.8 Rider B-IT – Section 44
H	The Provider will outline and review with the Board the current enterprise audit structure. If audit structure is not deemed satisfactory by the Board a third-party auditor will be engaged at the expense of the Provider. The terms and conditions of	Rider D – Section 2.4.3

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	this audit engagement will be defined by the Board in conjunction with the Provider.	
I	As part of the proposed Implementation Work Plan the Provider will collaborate with the Board to produce a Communication Plan. The goal of this plan is to clarify how InforME and the Provider are going to communicate important, ongoing enterprise information to stakeholders and understand and prioritize communications.	Rider D – Section 6
J	The Provider will report quarterly on the projects and initiatives being conducted in other NIC/Tyler Tech customer States with a focus on innovations that will add value to the InforME Network. This report will be presented to the Board quarterly.	Rider D – Section 2.4.6
K	The supplier will deliver to the InforME Board for approval a detailed Single Sign On Implementation plan as referenced in their proposal. These plans will include and are not limited to providing user authentication and identify verification consistent with the proposed functionality in TR8 A	Rider D – Section 6  The plan is dependent on the State of Maine's overall Customer Experience Efforts, which NIC Maine agrees to continue to collaborate on.
L	Summary Work Plan	Rider D – Section 6
M	Provider will deliver migration plans for Ashburn, VA data center and any other current and future migration of state's data to a different hosting platform 12 months prior to the migration. Plans currently in process with less than 12 months at the time of this contract signing will be shared.	Rider D – Section 6
N	The provider will deliver Architectural diagrams updated quarterly denoting clear segregation of the state's data.	Rider D – Section 3.2

ID #	Sub#	Technical Requirements	Contract Reference Location
TR1	A	NIC Maine will comply with requirements and duties of the Network Manager in the State of Maine Statute.	Rider A – Section 4

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		<a href="http://legislature.maine.gov/statutes/1/title1sec534.html">http://legislature.maine.gov/statutes/1/title1sec534.html</a> <a href="http://legislature.maine.gov/statutes/1/title1sec535.html">http://legislature.maine.gov/statutes/1/title1sec535.html</a>	
TR1	B	<p>NIC Maine Conform to all State of Maine IT Policies, Standards, and Procedures irrespective of hosting location.</p> <p>Work with OIT and submit any required information to OIT to show compliance with OIT policies including but not limited to:</p> <ul style="list-style-type: none"> <li>• <a href="#">Deployment Certification</a></li> <li>• <a href="#">Information Security</a></li> <li>• <a href="#">Digital Accessibility</a></li> </ul> <p>Including compliance to the Rehabilitation Act Section 508 and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.</p> <ul style="list-style-type: none"> <li>• <a href="#">Remote Hosting</a></li> <li>• <a href="#">Domain Name Policy</a></li> <li>• InforME Network Services V2022</li> <li>• <a href="#">Architecture Compliance Policy</a></li> <li>• <a href="#">Data Exchange Policy</a></li> <li>• <a href="#">Access Control Policy</a></li> <li>• <a href="#">Access Control Procedures for Users</a></li> <li>• <a href="#">Risk Assessment Policy</a></li> <li>• <a href="#">Vulnerability Scanning Procedure</a></li> <li>• <a href="#">Security Assessment and Authorization Policy</a></li> <li>• <a href="#">System and Information Integrity Policy</a></li> <li>• <a href="#">Configuration Management Policy</a></li> <li>• <a href="#">Change Management Policy</a></li> <li>• <a href="https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/GeneralArchitecturePrinciples.pdf">https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/GeneralArchitecturePrinciples.pdf</a></li> <li>• <a href="#">Change Management Policy</a></li> </ul>	Rider B-IT – Section 39
TR1	C	<p><b>Certificate of Insurance:</b> NIC Maine 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. At minimum, cyber liability insurance shall be \$1,000,000 per occurrence, Data breach ten million (\$10,000,000) per claim and commercial crime is one million (\$1,000,000).</p>	Rider B-IT – Section 20 Rider D – Section 2.2
TR1	D	<p><b>Changes in Architecture:</b> NIC Maine will provide OIT at least ninety (90) days prior written notice of any planned material change in operations or architecture. A planned material change in operations or architecture cannot be made by NIC Maine without the prior written consent of OIT. A “material change” includes, but is not limited to, a change which is substantial, and which increases response time to inquiries, adds to the</p>	Rider D – Section 3.5, 3.6  Also stated in Change Management Plan

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		complexity of network use, changes to the security model or hosting infrastructure, diminishes services provided to users, or results in a comparable impact on operations noticeable by users. Material changes are subject to compliance with OIT policies and procedures and will be re-certified prior to implementation.	
TR1	E	<b>Data Ownership:</b> NIC Maine does not own any of the data or content. The State is the owner of data and content.	Rider B-IT – Section 41
TR1	F	<b>Intellectual Property Ownership:</b> NIC Maine must comply with the Portal Software License Agreement. See <b>Appendix J</b> - Portal Software License Agreement	Rider D – Section 3.8 Rider B-IT – Section 44
TR1	G	All contract deliverables will be approved by the Agreement Administrator.	Rider D – Section 3.7
TR1	H	Maintain an office in Maine.	Rider D – Section 2
TR1	I	The Board must approve all services provided to these entities whether those services are self-supporting, subsidized, or provided under some other contractual terms.	Rider A – Section 4.1 Rider A – Section 4.3
TR1	J	NIC will handle legal issues with regard to misuse or fraud and provide options for resolution to OIT and the Board. The Board will engage the necessary State entities for an assessment and response.	Rider B-IT – Section 16
<b>TR2</b>		<b>WEB PORTAL</b>	
TR2	A	Provide services to Instrumentalities of the State, including but not limited to Maine municipalities, counties and the University of Maine (as defined in <a href="#">20-MRSA §10901</a> ).	Rider A – Section 4.4
TR2	B	Create Service Level Agreements (SLAs) for each service provided as part of the Network. Agencies of the Judicial and Legislative branches may sign Service Agreements with the Network Manger without approval of the Board. All other agreements must be signed by the agencies' authorized representative(s) and must be approved by the InforME Board. Only information that is legally and ethically distributable, as determined by the state agency, which is the legal custodian of the respective data, will be included on the Network. The SLA will detail what information will be accessed or transaction completed how it will be accessed and provided to the public, any service fees, and what, if any special requirements must be satisfied by the individual customers to qualify for access to the information as well as instruction to the Network Manager on how to forward to the agency reported concerns the information appears to be inaccurate.	Rider D – Section 1.1



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TR2	C	Sustain, manage and coordinate the existing Maine.gov web portal pages as a unified presence for all <a href="#">State agencies</a> (approximately 368,000 pages of content)	Rider A – Section 4.6 Rider D – Section 1.1
TR2	D	Sustain the existing online services (approximately 200 services) at the current transaction fee identified: See <b>Appendix G</b> – Background information on existing Maine.gov services. See <b>Appendix I</b> – Service Level Agreement (SLA) Template.	Rider A – Section 4.6 Rider D – Section 1.1
TR2	E	Incorporate innovation, advances and features in technology, improvements and additions in services, user experience as prioritized by the InforME Board, and in response to the feedback from the Board’s periodic customer survey. NIC Maine will present progress on innovation through quarterly reports to the InforME Board.	Rider D – Section 2.4.1  This will also be documented in the revised Implementation Plan and informed by the upcoming strategic planning session and subsequent report.  This is also addressed by Deliverables C and F
TR2	F	Promote the services that are available on the portal to existing and potential users, in a manner approved by the Board and Department associated with the service(s).	Rider D – Section 6  A “Communication Plan” will be created in collaboration with the InforME Board.
TR2	G	NIC Maine must implement a revenue-sharing formula, at an amount of 15% for distribution to data custodians and agencies that generate revenue through content hosted on Maine.gov. These funds will be annually distributed, upon approval by the InforME Board. The distribution will be on a proportional basis for internal agency technology investments, in support of online services.	Rider D – Section 1.4
TR2	H	Digital Accessibility: when identified, remediate any non-compliant services to OIT Accessibility policy standards and Including compliance to the	Rider B-IT – Section 38 Rider D – Section 10

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		Rehabilitation Act Section 508 and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.	
<b>TR3</b>		<b>HOSTING</b>	
TR3	A	Provide a secure and stable infrastructure platform as a separate tenant through Amazon Web Services or wherever the infrastructure platform is hosted. The providers will provide an architectural diagram and data flow diagram (where the states data touches the hosting environment and any interfaces with other systems) for every service, irrespective of hosting location, emphasizing how the states data is secured, how the solution protects the confidentiality of the State assets, and how the solution ensures stability and reliability. At OIT discretion, OIT will review diagrams .	Rider D – Section 3 Rider D – Section 6  As part of the updated Implementation Plan, a revised Infrastructure Migration Plan will be delivered.  Plans currently in process with less than 12 months at the time of this contract will be shared as soon as possible.
TR3	B	NIC Maine will execute an agreement to transfer control of the third-party infrastructure account ownership to the State in the event of contract termination or default.	Rider D – Section 3 Rider D – Section 6  Will be documented in the Infrastructure Migration Plan
TR3	C	Maintain a page response time with a mean of one (1) second or less under normal operation and not to exceed ten (10) seconds while under a denial of service attack.	Rider D – Section 3 Rider D – Section 6  Will be documented in the Infrastructure Migration Plan
TR3	D	Provide monthly Service Level Agreement reporting.	Rider D – Section 3 Rider D – Section 6  Will be documented in the Infrastructure Migration Plan
TR3	E	Provide monthly, quarterly, and annual reports to the Board of work accomplishments. Specific content of the reports is to be determined between NIC Maine and the InforME Board.	Rider D – Section 2.4
TR3	F	Provide a database backend option that agencies can use to store data from web pages (MySQL, Postgres, MariaDB, SQL Server, Oracle, etc.).	Rider D – Section 3.2
TR3	G	Make available at least one industry standard programming language for Webmasters to	Rider D – Section 3.2

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

		utilize on their pages. Programs would run on an isolated environment so that they would not impact other areas.	
TR3	H	Provide a change management plan and process that is visible to State of Maine agencies for awareness.	Rider D – Section 3.5 Rider D – Section 3.6
TR3	I	Provide issue resolution plan and estimated resolution time.	Rider D – Section 2.4.8.2  Detailed in Service Outage and Incident Notification Plan
TR3	J	Provide estimated response time to requests for new features and functionality.	Rider D – Section 3.2
TR3	K	Provide a backup and recovery plan. Retain full monthly backups at a minimum to cover a period of at least one year. For each service hosted by the solution must have the capability to meet individual system needs and regulatory compliance requirements for retention.	Rider D – Section 3.3 Rider D – Section 3.4  Detailed in Network Disaster Recovery Plan
TR3	L	Provide data archives at the request of the Board. Comply with the <a href="#">State Archive Guidelines</a> .	Rider B-IT – Section 39
TR3	M	Must comply with <a href="#">State of Maine Freedom of Access Act</a> (FOAA) (1 M.R.S. §§ 401 et seq.)	Rider B-IT – Section 12.7  See also: <a href="https://legislature.maine.gov/statutes/1/title1sec538.html">https://legislature.maine.gov/statutes/1/title1sec538.html</a>  Section 3 – User Records
TR3	N	Ensure the capability to restore data completely to its status at the time of the last backup; with a <i>baseline</i> recovery point objective (RPO) of twelve (12) hours (i.e. maximum data loss cannot exceed twelve (12) hours). Provide a plan for allowing an RPO of less than twelve (12) hours subject to agency demand for more aggressive RPO for critical applications.	Rider D – Section 3.3 Rider D – Section 3.4  Network Disaster Recovery Plan will evolve and will be updated in conjunction with the Infrastructure Migration Plan.

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			Both plans overlap and will be provided to the InforME Board and MainIT for review.
TR3	O	NIC Maine will provide a <i>baseline</i> recovery time objective (RTO) of two (2) hours (i.e. maximum time to recover the system cannot exceed two (2) hours). NIC Maine will provide a plan for allowing an RTO of less than two (2) hours subject to agency demand for more aggressive RTO for critical applications.	Rider D – Section 3.3 Rider D – Section 3.4  Network Disaster Recovery Plan will evolve and will be updated in conjunction with the Infrastructure Migration Plan.  Both plans overlap and will be provided to the InforME Board and MainIT for review.
TR3	P	Offer a development environment for preparing and testing changes prior to moving to the production environment.	Rider D – Section 3 Rider D – Section 6
TR3	Q	NIC Maine will provide a Vendor/cloud hosting solution in the continental United States in an environment certified for government use. This includes "safe harbor" and boundary protection of data from other client's data and access procedures by the hosting provider's personnel. (See <i>list of certifications under requirements section TR9 SECURITY.</i> )	Rider D – Section 3 Rider D – Section 6  As part of the updated Implementation Plan, a revised Infrastructure Migration Plan will be delivered.  The infrastructure proposal in the RFP response described this.
TR4		<b>IMPLEMENTATION OF SERVICE</b>	

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

TR4	A	Provide a transition plan for the continuation of current services including transition milestones and a detailed timeline. See <b>Appendix H</b> – Summary of Current Underlying Technology	Rider D – Section 12
TR4	B	Provide technical, business, and project support, as needed, to ensure a successful transition with no degradation of service during the transition period.	Rider D – Section 12
TR4	C	Execute and verify a successful transition using the Department and awarded Bidder agreed-upon acceptance criteria.	Rider D – Section 12
<b>TR5</b>		<b>EXIT MANAGEMENT</b>	
TR5	A	Provide a transition plan in collaboration with the successor vendor for the continuation of current services.	Rider D – Section 12
TR5	B	Provide technical, business, and project support, as needed, to ensure a successful handoff with no degradation of service during the transition period.	Rider D – Section 12
TR5	C	Execute and verify a successful transition using the Department and awarded Bidder agreed-upon acceptance criteria.	Rider D – Section 12
TR5	D	Upon request and at the end of the contract, provide all content, data, products purchased, developed and hosted, configuration and customization, along with all solution documentation to the OIT or its designated agent in an agreed upon format.	Rider D – Section 12
<b>TR6</b>		<b>FUNCTIONALITY</b>	
TR6	A	Provide a portal that is available twenty-four (24) hours a day, seven (7) days a week.	Rider D – Section 3 Rider D – Section 6  As part of the updated Implementation Plan, a revised Infrastructure Migration Plan will be delivered.  The infrastructure proposal will include required baselines.
TR6	B	Operate a self-supporting and cost-effective electronic gateway without the appropriation of tax dollars.	Rider D – Section 1.3
TR6	C	Provide a Webmaster resource portal that includes training for the use of Online tools.	Rider D – Section 3.2
TR6	D	Facilitate Webmaster monthly meetings with agenda input from the agency webmasters.	Rider D – Section 3.2

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

TR6	E	Provide and promote tools and training to Webmasters on how to make digital materials accessible.	Rider D – Section 3.2
TR6	F	Provide development/design/test expertise for online services with a focus on the consumer’s experience, usability, human-centered design, and accessibility.	Rider D – Section 3.2
TR6	G.1	Deliver new and alternative methods of accessing State Web resources including but not limited to: <ul style="list-style-type: none"> <li>• Mobile-First Content for both native iOS &amp; Android in addition to the traditional browser base apps</li> </ul>	Rider D – Section 3.2
TR6	G.2	<ul style="list-style-type: none"> <li>• Content Management System (CMS) that is widely used and has had a release within the last six months. The CMS and support services must be provided at no charge to State agencies.</li> </ul>	Rider D – Section 3.2
TR6	G.3	<ul style="list-style-type: none"> <li>• Chatbot functionality and artificial intelligence</li> </ul>	Rider D – Section 3.2
TR6	G.4	<ul style="list-style-type: none"> <li>• Social Media integration (such as blog, RSS feed, social media account widgets, and integration with the Maine.gov portal)</li> </ul>	Rider D – Section 3.2
TR6	G.5	<ul style="list-style-type: none"> <li>• Tool that provides the capability to automatically post to social platforms</li> </ul>	Rider D – Section 3.2
TR6	G.6	<ul style="list-style-type: none"> <li>• Event Registration</li> </ul>	Rider D – Section 3.2
TR6	G.7	<ul style="list-style-type: none"> <li>• Application form builder</li> </ul>	Rider D – Section 3.2
TR6	G.8	<ul style="list-style-type: none"> <li>• Basic data presentation with the capability of drill down</li> </ul>	Rider D – Section 3.2
TR6	G.9	<ul style="list-style-type: none"> <li>• Calendar tools</li> </ul>	Rider D – Section 3.2
TR6	G.10	<ul style="list-style-type: none"> <li>• Constituent Communication tools</li> </ul>	Rider D – Section 3.2
TR6	H	Provide a web hosting control panel that delivers a graphical interface and automation tools designed to simplify the hosting of a Website.	<p>Rider D – Section 3 Rider D – Section 6</p> <p>As part of the updated Implementation Plan, a revised Infrastructure Migration Plan will be delivered.</p> <p>The infrastructure proposal will include migration to Acquia Site Factory for new</p>

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

			and existing Druapl sites .
TR6	I	<p>Enable integration with other products including but not limited to:</p> <ul style="list-style-type: none"> <li>• State of Maine supported system applications/tools and external vendor supported system applications/tools</li> <li>• Integration with major cloud providers (Microsoft 365 at a minimum).</li> <li>• Video</li> <li>• Audio-Video livestreaming</li> <li>• Calendar tools</li> <li>• Online mapping services</li> <li>• Constituent communication tools</li> <li>• One or more document management systems</li> </ul>	Rider D – Section 3.2
TR6	J	Provide staffing plan. If State urgently requires development and implementation of a service and resources are not available, define how provider will respond.	Rider D – Section 2.1
TR6	K	Quarterly, identify and resolve links that do not work, or notify agencies to resolve if appropriate.	Rider D – Section 3.2
<b>TR7</b>		<b>PERFORMANCE AND AVAILABILITY</b>	
TR7	A	<p>NIC Maine will have a Service Level Agreement (SLA) with the OIT, including at a minimum:</p> <p>Limit the number of planned outages (system availability) to one (1) time per month. Ensure user(s) know the solution is down for maintenance and to check back when services are expected to be restored. Downtime for routine maintenance must be preapproved by the OIT in writing. Report monthly to the InforME Board.</p>	<p>Rider D – 3.5 Rider D – 3.6</p> <p>Also stated in Change Management Plan</p>
TR7	B	Maintain an availability metric of ninety-nine and ninety-nine-hundredths percent (99.99%) of uptime in a calendar month, as measured by the number of actual hours available as a percentage of total hours, excluding approved maintenance downtime. Report monthly to the InforME Board.	<p>Rider D – Section 3.7 Rider D – Section 6</p> <p>Will be addressed by Infrastructure Migration Plan</p>
TR7	C	The hosting environment will provide adequate capacity to ensure prompt response [maximum five (5) seconds response time] to both data inquiry/lookup and data modification transactions, at all times. Report monthly to the InforME Board.	<p>Rider D – Section 3.7 Rider D – Section 6</p> <p>Will be addressed by Infrastructure Migration Plan</p>

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

TR7	D	Propose minimum response times for the following: <ul style="list-style-type: none"> <li>• <b>Critical</b> (Application down/unavailable)</li> <li>• <b>High (Level 1)</b> - Issue significantly impacting production operations</li> <li>• <b>Medium (Level 2)</b> - Issue impacts business operation, however there is a workaround available</li> <li>• <b>Low (Level 3)</b> - Defect does not significantly impact business operation.</li> </ul>	Rider D – Section 2.4.8.2  Detailed in Service Outage and Incident Notification Plan
<b>TR8</b>		<b>AUTHENTICATION</b>	
TR8	A	Provide authentication and identity verification plan to OIT that delivers robust, modern, device agnostic authentication services and reliable identity verification to achieve ease of use and common authentication across the portal.	Rider D – Section 6  As part of the updated Implementation Plan, a revised Single Sign On will be delivered.
<b>TR9</b>		<b>COLLECTION OF FUNDS</b>	
TR9	A	Collect funds for electronic services and distribute funds collected to the appropriate data custodians or agencies.	Rider D – Section 1.2 Rider D – Section 1.3
TR9	B	Allow for selection of multiple internet-based and/or mobile payment processor options (such as PayPal, Amazon Pay, Google Pay, Samsung Pay, Apple Pay).	Rider D – Section 3.2
TR9	C	Support existing credit card and offer electronic check payment services for all State of Maine services including “NET NEW” services.. This services will ensure payment information does not traverse the State’s network.	Rider A – Section 4.3 System Security Plan
TR9	D	Establish one or more accounts in financial institutions which are federally insured for deposit of revenue from Network operations and shall furnish the Board with the names of the institutions, the account numbers, and the names of those persons having signatory authority.	Rider D – Section 1.2
TR9	E	Implement payment processes for SOM/programs. Baseline requirements should always include reconciled, batch reporting on the payments processed and transmitted to the bank. In the event that payment engine batch totals are not in balance with state banking reports, the Network Manager shall, in cooperation with the State, reconcile the two.	Rider D – Section 1.2
<b>TR10</b>		<b>SECURITY</b>	
		<i>Portal performance and information security are crucial components of the delivered services. NIC Maine must maintain a security plan specific to this scope of services.</i>	



## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

TR10	A	Promote and maintain among NIC Maine's employees and agents an awareness of the security requirements of the State.	Rider D – Section 5 Detailed in System Security Plan
TR10	B	Ensure the confidentiality, integrity, and availability of data under all data states (e.g., at rest, in transport, archiving or disposal)	Rider D – Section 5 Detailed in System Security Plan
TR10	C	Ensure that State Information Security measures are implemented to protect NIC Maine's internal systems from intrusions and other attacks, whether internal or external, (e.g., message interception, tampering, redirection, or repudiation)	Rider D – Section 5 Detailed in System Security Plan
TR10	D	Ensure that State information is thoroughly protected with accordance of current <a href="#">State Information Security Policy</a> , <a href="#">Risk Assessment Policy and Procedures</a> , and <a href="#">Vulnerability Scanning Procedure</a> .	Rider D – Section 5 Detailed in System Security Plan
TR10	E	Ensure confidentiality of data and compliance with the Data Exchange Policy & Remote Hosting Policy: <ul style="list-style-type: none"> <li>• <b>In transit</b> - execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful brute force attack</li> <li>• <b>In storage</b> - ensure that confidential data in databases from which public data is being extracted will not be compromised</li> </ul>	Rider D – Section 5 Detailed in System Security Plan
TR10	F	Ensure integrity of data. Maintain data integrity and portal users' confidentiality and privacy.	Rider D – Section 5 Detailed in System Security Plan
TR10	G	Establish, conduct and maintain audit and accountability procedures to ensure the confidentiality, integrity, and availability of the system. The system needs to log those events that are significant and relevant to a whole host of uses. Examples of how the audit logs should be useful include, but are not limited to, system security, determination of fraud, privacy of individuals, support business functions, maintain accountability, and improve performance.	Rider D – Section 5 Detailed in System Security Plan
TR10	H	Perform security functions such as patch and vulnerability management in accordance with the State of Maine policies and procedures.	Rider D – Section 5 Detailed in System Security Plan
TR10	I	Maintain liability for data breaches and compliance portfolio including the responsibility for notification.	Rider D – Section 5 Rider B-IT – Section 20

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

			Detailed in System Security Plan
TR10	J	Provide, at a minimum, network, server, role-based access and transaction security necessary to protect all sensitive data. Full audit trails must be maintained throughout the entire transaction lifetime.	Rider D – Section 5  Detailed in System Security Plan
TR10	K	Require the use of strong, multifactor authentication techniques such as token based or challenge-response methods for all remote administration of the hardware, operating system, or application software.	Rider D – Section 5  Detailed in System Security Plan
TR10	L	After the expiration or cancellation of the Contract, continue to apply the security requirements of this Section to all State information that remains in the hands of NIC Maine.	Rider D – Section 5  Detailed in System Security Plan
TR10	M	Assure disaster recovery and business continuity capability. <ul style="list-style-type: none"> <li>• Develop and maintain a Disaster Recovery Plan. Provide plan updates on a semi-annual basis or in the event of major changes to the process or plan elements or as a result of testing.</li> <li>• The Disaster Recovery Plan will cover all issues that must be resolved to restore operations and return to full business functionality meeting the RTO &amp; RPO requirements identified above.</li> <li>• The Disaster Recovery Plan will include at a minimum: <ol style="list-style-type: none"> <li>1. Off-site Backups in controlled environment</li> <li>2. Timeframes for source code and backups, schedule and event driven</li> <li>3. Redundancy in skill sets within organization</li> <li>4. Redundancy in technology</li> <li>5. Redundancy in power supplies including generators, battery backups and regular refreshment</li> <li>6. Network Monitoring (including tools and frequencies)</li> <li>7. Official site designated as Disaster Recovery site, with proper agreements in place including: <ul style="list-style-type: none"> <li>▪ Testing to be performed every six (6) months with/at alternate site</li> </ul> </li> </ol> </li> </ul>	Rider D – Section 3.3 Rider D – Section 3.4  Network Disaster Recovery Plan will evolve and will be updated in conjunction with the Infrastructure Migration Plan.  Both plans overlap and will be provided to the InforME Board and MainIT for review.

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

		<ul style="list-style-type: none"> <li>▪ Testing to be performed when event driven at either the State or the Recovery site</li> </ul>	
TR10	N	Provide role-based security, including access for administrators and agency-level security, for adding and modifying content.	Rider D – Section 5  Detailed in System Security Plan
TR10	O.1	Comply with the following standards and protocols, and align with other government requirements where applicable: <ul style="list-style-type: none"> <li>• System and Organization Controls (SOC) Certification <ul style="list-style-type: none"> <li>• SOC 1 Type II attestation</li> <li>• SOC 2 Type II, with bridge letter</li> </ul> </li> </ul>	Rider D – Section 5  Detailed in System Security Plan
TR10	O.2	<ul style="list-style-type: none"> <li>• NIC Maine shall have annual audits in accordance with Standards for Attestation Engagements (SSAE) Reporting on Controls at a Service Organization (SOC), including SOC 1 Type II and SOC 2 Type II, performed on its operations. The SOC 2 Type 2 audit shall include testing the Five (5) Trust Services Criteria (Security, Availability, Processing Integrity, Confidentiality and Privacy). A copy of the audit and plan of action for remediation of any deficiencies will be provided to agreement administrator</li> </ul>	Rider D – Section 5  Detailed in System Security Plan
TR10	O.3	<ul style="list-style-type: none"> <li>• Maintain Federal Risk and Authorization Management Program (FedRamp) Certification – Moderate level for all State of Maine services</li> </ul>	Rider D – Section 5  Detailed in System Security Plan
TR10	O.4	<ul style="list-style-type: none"> <li>• Maintain compliance with International Organization for Standardization (ISO) 27001 series compliance, including ISO 27018:2014 for any cloud environments processing PII - Personally Identifiable Information)</li> </ul>	Rider D – Section 5  Detailed in System Security Plan
TR10	O.5	<ul style="list-style-type: none"> <li>• Maintain compliance with Payment Card Industry Data Security Standard (PCI DSS compliance)</li> </ul> <p><i>(Only required if financial transactions will be processed)</i></p>	Rider D – Section 5  Detailed in System Security Plan
TR10	O.6	<ul style="list-style-type: none"> <li>• Maintain National Institute of Standards and Technology (NIST) 800-53 compliance</li> </ul>	Rider D – Section 5

## AGREEMENT TO PURCHASE SERVICES (BP54-IT)

			Detailed in System Security Plan
TR10	O.7	<ul style="list-style-type: none"> <li>Maintain Health Insurance Portability and Accountability Act (HIPAA) compliance <i>(Only required if protected health data will be processed)</i></li> </ul>	Rider D – Section 5  Detailed in System Security Plan
TR10	O.8	<ul style="list-style-type: none"> <li>Maintain IRS Pub 1075 (for FTI - Federal Tax Information)</li> </ul>	Rider D – Section 5  Detailed in System Security Plan
TR10	O.9	<ul style="list-style-type: none"> <li>Maintain Technical System Security Requirements (for Social Security Administration)</li> </ul>	Rider D – Section 5  Detailed in System Security Plan
TR10	O.10	<ul style="list-style-type: none"> <li>Maintain Criminal Justice Information Services (CJIS) Security Policy</li> </ul>	Rider D – Section 5  Detailed in System Security Plan
TR10	P	When identified, remediate any non-compliant services to <a href="#">State Security Policy</a> , <a href="#">Risk Assessment Policy and Procedures</a> , <a href="#">Vulnerability Scanning Procedure</a> and <a href="#">Remote Hosting Policy</a> .	Rider D – Section 5  Detailed in System Security Plan
TR10	Q	Block access to data from specified geographic locations at the request of OIT.	Rider D – Section 5  Detailed in System Security Plan
TR10	R	The solution will ensure no credit card data traverses the State of Maine network at any time.	Rider D – Section 5  Detailed in System Security Plan
TR10	S	Provide segmentation or isolation of the solution for State of Maine assets irrespective of hosting.	Rider D – Section 3 Rider D – Section 6  As part of the updated Implementation Plan, a revised Infrastructure Migration Plan will be delivered.

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TR10	T	Provide a System Security Plan (SSP) to the State for review and acceptance prior to contract signing. For all hosting services	Rider D – Section 5 Detailed in System Security Plan

**RIDER B-IT**

**METHOD OF PAYMENT AND OTHER PROVISIONS**

1. **AGREEMENT AMOUNT** \$ 0.00

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

\_\_\_\_\_  
\_\_\_\_\_

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 agreement 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.

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**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: Joseph Zrioka  
Title: Director of IT Procurement  
Address: 9 State House Station, Augusta ME 04333-0009  
Telephone: 207-458-6050  
E-mail address: joseph.a.zrioka@maine.gov

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

Name: Jason Tourtelotte  
Title: Deputy Director, Computing Infrastructure & Services  
Address: Augusta ME 04333-0009  
Telephone: 207 592 0134  
E-mail address: jason.tourtelotte@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.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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*) \$\_10,000,000\_, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

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

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

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

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

<b><i>Number of PII Records</i></b>	<b><i>Insurance per Occurrence</i></b>
<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 \$\_\_\_\_\_ (*The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider*); and
  - 6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
2. **Other Provisions** Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- 1. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.

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

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

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

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

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

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

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**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.

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**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.



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

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

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

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

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

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

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

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

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

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

**38. ACCESSIBILITY** All IT products must be accessible to persons with disabilities, and must comply with 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.

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

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

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

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

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

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

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

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

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

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2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
  - a. The Provider has failed to carry out its obligations set forth in 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.

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RIDER C  
EXCEPTIONS TO RIDER B-IT

1. Section 2, INVOICES AND PAYMENTS is amended by deleting the clause in its entirety and replacing with the following:

**2. INVOICES AND PAYMENTS** ; This is a revenue sharing partnership between the State of Maine and NIC Maine. Revenue is defined in Rider D, Section 1.4 as all transaction fees and time and material fees generating revenue to Provider under this Agreement. Revenue share percentage due to the State of Maine is 15% of Revenues less Expenses. Subject to Rider D, Section 1.4, the amounts allocated to the State will be reinvested to provide for support and expansion of the portal and investment in new technologies developed/discovered over time and where feasible to reduce fees to citizens. The Provider as directed by the Board will disburse the revenue sharing allotment on an annual basis to the State and the State will proportionally distribute these monies to the data custodians who provide bulk data for subscription and premium services.

2. Section 3, INDEPENDENT CAPACITY is amended by adding “except to the extent agent authority is granted to Provider in the InforME Public Information Access Act” to the clause.

3. Section 13, TERMINATION is amended by deleting the clause in its entirety and replacing it with the following:

**13. TERMINATION** Upon sixty (60) days prior written notice, 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. Specifically, if the Agreement is terminated in part for convenience and that termination directly results in a material decrease to Provider’s revenues under this Agreement, Department and Provider may work in good faith to negotiate a modification of the services provided proportional to the decrease in actual revenues during the relevant period .

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

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;

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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.

4. 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;

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 Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination. For the avoidance of doubt, the Department will not receive any license to the Contractor Modules or SaaS Software if the Agreement is terminated in whole or in part for convenience; provided however, the Department shall have a license to use the Software for any continuation of operations during a transition period to a new provider, as otherwise contemplated by this Agreement; and Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and

5. 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.

Provider may terminate this Agreement upon sixty (60) day's notice to the Department in the event that of a material breach, subject to sixty (60) days cure, by the Department of the terms and conditions of this Agreement and its amendments, if any. If State laws pertaining to the operations of Informe, 1 MRSA chapter 14, are modified in such a way that the performance of the services under this Agreement is prohibited, then Department and Provider will work in good faith to equitably adjust this Agreement, which equitable adjustment may include termination or modification of the Agreement.

4. Section 17, LIMITATION OF LIABILITY is amended by deleting the clause in its entirety and replacing it with the following:

**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 limited to the Department's actual direct damages, up to a maximum of \$25,000,000.

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Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages, provided however, if any insurance policy required herein provides Provider reimbursement for a loss for indirect or consequential damages, those amounts would be paid to the Department, up to the limits of the insurance policy required . .

5. Section 20 INSURANCE REQUIREMENTS, is amended by deleting the clause in its entirety and replacing with the following:

**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.

**A. Minimum Coverage**

1. Commercial general liability (CGL) for bodily injury and property damage with a limit of \$1,000,000 per occurrence and in the aggregate;

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*) \$\_\_\_10,000,000\_\_\_, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

C.1) Consumer notification, whether or not required by law;

C.2) Forensic investigations;

C.3) Public relations and crisis management fees; and

C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit. Notwithstanding any interpretation to the contrary, in no event shall the aggregate amount



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payable under the insurance policies for claims described in subsections A, B, and C above exceed \$10,000,000 in the aggregate.

**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.*

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

2. Workers' Compensation and employer's liability, as required by law;
3. Property (including contents coverage for Provider's tangible property maintained pursuant to this Agreement ;
4. Hired and Non-Owned Automotive Liability (Auto) of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the Agreement;
5. Commercial Crime, with a limit of not less than \$1,000,000.00 per loss; and
6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

**B. 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 CGL and Auto insurance coverage shall be the primary and contributory for claims that arise out of or relate to this Agreement between Provider and Department or any Agency. Any insurance or self-insurance maintained by the

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Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.

2. The Provider's insurance shall apply on a per occurrence or per claim basis, depending on the type of insurance.
3. The Provider shall furnish the Department with certificates of insurance, reflecting 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 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 in the event a claim is disputed or denied.
4. Provider will provide (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".

6. Section 39, STATE IT POLICIES is amended by adding "Notwithstanding the preceding sentence, the specific manner and extent to which such State IT Policies, Standards, and Procedures apply to InforME is set forth in the OIT InforME Network Services Policy. In the event of any conflict between the InforME Network Services Policy and any other State IT Policy, the terms and conditions set forth in the InforME Network Services Policy shall control." to the clause.

7. Section 41, OWNERSHIP is amended as follows:

- A. "Except for Contractor Modules and SaaS Software, as defined in Section 44 below," is added to proceed the first sentence of Subsection 1.
- B. "For the avoidance of doubt purchased items does not include Contractor Modules, and SaaS Software." Is added to the end of Subsection 2.

8. Section 42, CUSTOM SOFTWARE is amended by adding the following sentence to proceed the first sentence of the clause, "Any custom software delivered by Provider under this Agreement shall be clearly identified as "Custom Software" in the applicable SOW."

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9. Section 43, OFF-THE-SHELF (OTS) SOFTWARE is deleted in its entirety.

10. Section 44, SOFTWARE AS SERVICE is deleted in its entirety and replaced with Section 44, CONTRACTOR MODULES as set forth below:

**44. CONTRACTOR MODULES.** Any software that is owned, hosted, and/or operated by the Provider or its affiliates and the Department uses said software remotely over the Internet shall be clearly identified as "Contractor Module" in the applicable SOW. In connection with the natural expiration of the Agreement or the termination of the Agreement by the Department for cause, Provider hereby grants to Department a perpetual, fully paid-up, non-exclusive for-use-only license to host (in object code only for public-facing use), copy, modify, enhance, create derivative works therefrom and use the copy of the Contractor Modules provided by Provider to Department at the expiration of the Agreement, but only in connection with operation of the Electronic Gateway (as defined in Section 533 of the InforME Public Information Access Act) without the right to sell, distribute, transfer or sublicense such rights ("Permitted Uses"). This includes, but is not limited to, the right for Department to: (i) make copies of the Contractor Modules, for archival, testing or back-up purposes, or for development of modifications and enhancements for the Permitted Uses; (ii) load the Contractor Modules on any Department systems for the Permitted Uses; (iii) load the Contractor Modules on any Department systems for non-public facing Permitted Uses by Department employees or contractors, and in the case of contractors who have signed an agreement sufficient to require that the Contractor Modules remain confidential; (iv) use Department employees or contractors, in the case a contractor who have signed an agreement sufficient to require that the Contractor Modules remain confidential, to maintain, repair, modify or enhance the Contractor Modules for the Permitted Uses; (v) allow users access to the functions of the Contractor Modules (but not the Source Code); (vi) to copy, modify, enhance, create derivative works therefrom and use the Source Code (as part of Contractor Modules); and, (vii) copy, modify, enhance, use and create derivative works from the documentation and any other proprietary materials utilized in operating the Electronic Gateway (as defined above) solely for Permitted Uses.

11. Section 48, SOFTWARE-AS-A-SERVICES (SAAS SOFTWARE) is added to the Agreement as set forth below:

**48. SOFTWARE-AS-A-SERVICE (SAAS SOFTWARE).** Any software that is owned, hosted, and operated by the Provider, its affiliates or third party licensors and the Department uses said software remotely over the Internet and identified as SaaS Software shall clearly be identified as "SaaS Software" in the applicable Statement of Work. For all SaaS Software provided to the Department 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 SaaS Software and related documentation for its business purposes during the term of this Agreement. The Department agrees that the Provider may, at its

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own expense, periodically inspect the computer site in order to audit the SaaS 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 SaaS Software, then the terms of that separate license agreement supersede the above license granted for that SaaS Software.

2. This Agreement does not transfer to the Department the title to any intellectual property contained in any SaaS Software. The Department will not decompile or disassemble any SaaS Software provided under this Agreement, or modify any SaaS Software that bears the copyright notice of Provider or a third party.

12. Section 49, PCI COMPLIANCE is added to the Agreement as set forth below:

**49. PCI COMPLIANCE.** Provider and each Agency understands and agrees to comply with PCI DSS and any amendments thereto. Provider and each Agency are responsible for the security of cardholder data in its possession. Provider and each Agency agree to maintain a list (the "PCI Responsibilities List") of which PCI DSS requirements are managed by Agency and which requirements are the responsibility of Provider to include in the Provider or its affiliate's PCI DSS reviews. Upon request, Provider and each Agency agrees to provide the others (in this case, also a requesting party) with written proof of its compliance with the PCI DSS. Each Agency shall be responsible for compliance with PCI DSS version 3.2 and any more current versions for any POS device, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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RIDER D OTHER PROVISIONS

**1. Service Level Agreements, Finances, Remuneration and Revenue Sharing**

**1.1. Service Level Agreements**

The Provider will create Service Level Agreements (SLA) for each service provided as part of the Network. Agencies of the Judicial and Legislative branches may sign Service Level Agreements with the Provider without approval of the Board. All other agreements must be signed by the agencies' authorized representative(s) and must be approved by the InforME Board. Only information that is legally and ethically distributable, as determined by the state agency, which is the legal custodian of the respective data, will be included on the Network. The SLA will detail what information will be accessed or transaction completed how it will be accessed and provided to the public, any service fees, and what, if any special requirements must be satisfied by the individual customers to qualify for access to the information as well as instructions to the Provider on how to forward to the agency reported concerns the information appears to be inaccurate. The agency and the Provider will agree on a schedule for collection and payment of any fee required. Once an agreement has been reached, the public information application will be developed according to the SLA.

The agreement administrator is authorized to negotiate the terms and conditions of SLA services that are used in common. Special requirements for agencies will be governed under separate SLAs.

As indicated in Rider A, Section 4.6, as of the effective date of this Agreement, all SLA's entered by and between the State of Maine and Provider are hereby continued in accordance with each SLA's terms and conditions and are deemed to be a part of this Agreement as if entered and approved by the InforME Board under this Agreement.

**1.2. Finances and Records**

The Provider will collect and disburse all revenue from Network operations according to the SLA with respective agencies. (This is provision is not to be confused with the revenue sharing provision in section 1.4)

The Provider will establish one or more accounts in financial institutions which are federally insured for deposit of revenue from InforME Network operations and shall furnish the Board with the names of the institutions, the account numbers, and the names of those persons having signatory authority.

As the Provider designs payment processes for departments/programs, baseline requirements should always include reconciled, batch reporting on the payments processed and transmitted to the bank. In the event that payment engine batch totals are not in balance with state banking reports, the Provider shall, in cooperation with the State, reconcile the two.

For services provided for Executive Branch and semi-autonomous agencies involving instant-access payment transactions, the Provider shall grant access to payment transaction reports for

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financial reconciliation purposes to the Office of the State Treasurer or their designees. These reports shall not include sensitive payment card/account data. Reports may identify InforME service users and thus should be treated as confidential in accordance with the InforME statute.

##### **1.2.1. Audits and Inspection of Records**

All documents and records pertaining to operation of the InforME Network will be available for inspection, auditing, and copying by the Board or other authorized representatives designated by the Board, at any reasonable time. Provider's corporate records remain property of the corporation and are not subject to public or the Board's inspection. Monthly income statements and balance sheets for the InforME Network will be provided to the Board by Provider.

The InforME Network accounting system is to include a numbered chart of accounts, books of original entry of all transactions, appropriate subsidiary ledgers, a general ledger which includes to date postings and an audit trail through financial statements. Such books may either be maintained on paper or on computer with appropriate backup. Provider will adopt the calendar year January 1 through December 31 for reporting purposes.

Provider also agrees to make other changes requested by the Board to comply with recommendations which are agreed to by Provider and the Board, resulting from any audit. Any such audit will be performed by a competent and reputable licensed CPA.

To the extent an audit report discloses any discrepancies in Provider charges, billings, or financial records, and following a period of review and verification of the amount by Provider, Provider will adjust the monthly bill within 90 days. Provider will cooperate to assure that verification is completed in a timely manner.

##### **1.3. Funding Model**

InforME is self-supporting and may not receive an appropriation or allocation from the General Fund or other state funds.

The Provider will be responsible for all costs associated with the creation, development, and operation of the InforME Network including all costs related to connectivity between the Provider and State agencies and InforME Board expenses.

Revenue is generated through convenience fees on services paid by subscribers or other users, from contracts with other state departments and agencies and from money, goods or in-kind services donated or awarded to carry out the purposes of the InforME Public Information Act.

The Provider will request approval from the Board if/when seeking grants or supplemental funding acting as an agent for the State of Maine.

##### **1.3.1. Provider Remuneration**

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Payments by the Provider to itself shall be made in accordance with procedures set forth below and approved by the InforME Board.

Within the framework of the fee setting procedure the disbursement of funds received by the Provider as a result of operations under this Agreement will be as follows unless otherwise mutually agreed to between the Provider and the Board in writing:

- Payment of all Network operating expenses and costs of sale,
- Transfer of funds to data custodians or the state treasurer for payment of statutory fees in accordance with Service Level Agreements between the InforME Network and respective data custodians,
  - Payment of reasonable and necessary expenses of the Board as agreed by the Board and and stated in the Board's budget plan
  - Distribution of revenues collected on behalf of data custodians shall be made in accordance with procedures approved by the InforME Board and affected agency
- All remaining funds will be retained by Provider and disbursed to the state annually in a manner directed by the Board.

**1.4. Revenue Sharing**

Provider agrees to implement a revenue-sharing formula as indicated below. The revenue sharing formula will allocate to the State the Revenue Sharing Percentage, based on total transactional and time and materials Revenues of this Agreement less all Expenses as indicated below.

The revenue sharing allotment disbursed to the State by the Provider will be reinvested to provide for support and expansion of the portal and investment in new technologies developed/discovered over time and where feasible to reduce fees to citizens. The Provider as directed by the Board will disburse the revenue sharing allotment on an annual basis to the State and the State will proportionally distribute these monies to the data custodians who provide bulk data for subscription and premium services.

<b>Revenue Sharing Formula</b>		
<b>Revenues</b>	<b>Expenses</b>	<b>Revenue Sharing Percentage</b>
All transaction fees and time and materials fees generating revenue to Provider under this Agreement.	Merchant/Interchange Fees Hosting Employee Compensation Shared Services Office Expense	15%

**2. Administrative**

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Provider will direct, supervise, and manage the day-to-day operations and expansion of InforME. Provider will maintain an office in the State of Maine.

## **2.1. Provider Personnel**

Provider will employ staff sufficient to: a) manage the InforME Network, b) provide and document necessary systems and programming services necessary to supply data and process electronic transactions for subscribers, c) bill, collect and issue payments and exercise all other fiscal activities necessary to operate a financially sound InforME Network, and d) prepare marketing, training and other documents to the extent permitted by the Network finances.

Provider must commit dedicated, highly skilled personnel to perform the contracted services. The hiring, recruitment, management, training, and firing of Provider employees will be the responsibility of Provider. No officer, employee, or director, of Provider shall receive a salary, except as and for services performed by such officer, employee, or director, or member for Provider on behalf of InforME. Provider will be responsible for all required employer costs attributable to its officers and employees, including but not limited to, workers' compensation premiums and deductible, unemployment compensation tax withholding contributions, tax withholding contributions, and similar items.

## **2.2. Insurance and Bonds**

See Rider B-IT.

## **2.3. Irrevocable Letter of Credit**

See Rider B-IT.

## **2.4. Reporting Requirements**

Provider will report activities to the InforME Board as follows:

### **2.4.1. InforME Strategic Plan**

Develop and regularly update, in cooperation with the Board and data custodians, an InforME Strategic Plan. The plan must include proposed measurable performance criteria regarding growth in customer services. The plan should map out a path to improve access to, and the utility of the public information and transactions available through InforME by exploring and recommending ways to:

- Expand the amount and kind of public information available free of charge;
- Increase the utility of the public information provided and the form in which it is provided;
- Expand the base of users who access the public information; and
- Improve individual and business access to public information through implementing improvements in technology;

In preparation for the development of the plan Provider should conduct and document a determination of needs study of citizens, State of Maine (SOM) agencies and businesses to



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determine potential applications, features and services desired. Focus groups, surveys (telephone, mail, online and mail intercept), interviews and secondary research shall be used to gain insight to foster the development of the State of Maine's eGovernment services. The results of the determination of needs study must be formatted in such a way that the Board and OIT can assign appropriate priorities and develop appropriate implementation plans.

#### **2.4.2. Annual Report to Legislature**

Draft the annual report to the Legislature for InforME Board review and submission by February first of each year. The report will include a complete list of services offered through the InforME network, the fees associated with fee services and the criteria used to determine which services are offered as fee services.

#### **2.4.3. Annual Financial Report and Audit**

In addition to the requirements specified in Rider B-IT the Provider will annually submit, within 120 days after the close of InforME's fiscal year, to the Commissioner of the Department of Administrative and Financial Services InforME's annual financial report and audit. These reports must be certified by an independent certified public accountant (selected by Provider) who may be the accountant or a member of the firm of accountants who regularly audit the books and accounts of Provider. The submitted audit information must include, but is not limited to, the audited financial statements, auditor opinions, reports on internal control, findings and recommendations and management letters. In addition, InforME is subject to any further audit and review determined necessary by the Board.

Provide access to the Board of the financial records at any time including the ability to submit to a CPA of the Board's choice

#### **2.4.4. Business Plan**

Provider will submit an annual Business Plan to the Board that details its plan to administer the financial requirements related to the InforME Network and Board

#### **2.4.5. Monthly Operations Reporting**

On a monthly basis Provider will prepare a network operations report that includes the following elements:

- The collections of the portal on a per service basis.
- A statement of operations which demonstrates how the net income of the portal is derived from gross receipts.
- A performance report that includes access, hits, transactions, response time and adoption rate reports in summary and broken out by service with an analysis of growth trends and usage of the Network

#### **2.4.6. Quarterly Operations Reporting**

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On a quarterly basis Provider will prepare a network operation report that includes the following elements:

- Network metrics, such as visitor statistics, mobile usage, search terms and common support inquiries
- Project queue metrics and quarterly accomplishments
- Significant infrastructure maintenance
- Unplanned outages or impairments
- Service metrics and highlights
- Service highlights, new initiatives and innovations from partner states
- Financial overview
- Revenue share

#### **2.4.7. Portal Customer Feedback**

- Make available for inspection by agreement administrator logs of all contacts and copies of all emails of the customer survey/feedback responses regarding Maine.gov.
- Regularly provide the Board with a summary of customer and agency feedback.

#### **i. Online and Real Time Reporting**

##### **1. Service Development Queue**

Provider will work with the agreement administrator to develop a process for tracking agency projects that are rejected, under consideration and accepted with a status indicator and an explanation of the status.

##### **2.4.7. Service Outages**

Provider and SOM agreement administrator will coordinate and execute a service outage and incident notification plan. The plan shall include reporting procedures, monitoring requirements and incident reporting processes. The plan is subject to quarterly review by the InforME Board and MIN.

#### **3. Technical and Infrastructure**

Provider will provide infrastructure, and provide or develop software as specified in Provider's Proposal to be approved by the InforME Board or its designee prior to any installation or implementation.

##### **3.1. Portal Location**

Provider will maintain the primary site for the State portal at a data center approved by the InforME Board. In addition, Provider will create and maintain or otherwise acquire a secondary State portal at an alternative location for disaster recovery purposes. The geographic location of the second site, as well as that of the primary if it is necessary to place it elsewhere, is subject to the approval of the Board or designee.

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### **3.2. Hardware, Software and Fixtures**

The installed InforME Network infrastructure will be inventoried on a quarterly basis and the inventory documentation will be provided to the State's Agreement Administrator. The inventory will include current architectural diagrams.

Provider will work with the State to take advantage of new technology that will increase the effectiveness and performance of the InforME Network, consistent with the goals of InforME. Provider will work collaboratively with the State to identify and remove any barriers to access for these technologies.

Provider will continue to train State of Maine webmaster resources on design best practices, usability, human centered design and accessibility. Provider will provide tools to State of Maine webmasters that are essential for producing high-quality web content, as described in their proposal. Tools include a content management system (Drupal), a chatbot, social media integration, event registration, a form builder, data presentation, calendar tools, mobile payments and constituent communication tools. The implementation schedule of these tools will be included in the updated Implementation Plan to be reviewed and approved by the InforME Board.

Provider will request approval from the Board for any technology platform changes proposed, and will submit notifications to the Board of normal additions and deletions or approved platform hardware and software only if changes alter or affect the provision of services.

### **3.3. Backup**

Backup media will be stored offsite in a secure, environmentally-controlled environment and rotated out on a regular basis. Specific provisions shall be described in the Network Disaster Recovery Plan.

### **3.4. Disaster Recovery**

Provider will develop and maintain a Network Disaster Recovery Plan to be approved by the Board. Once the plan is approved, Provider will review and provide updates on a semi-annual basis or in the event of major changes to process or plan elements. All updates to the plan will be submitted to the Agreement Administrator for review and approval. A copy of the plan will be provided to the State for off-site storage.

The Disaster Recovery Plan will cover all issues that must be resolved to restore operations and return to business and will provide a step by step process on how the plan will be implemented. The plan will be updated and/or corrected as the plan elements, including the processes, are tested.

The Disaster Recovery Plan will include the following issues:

- Off-site Backups in controlled environment
- Timeframes for source code and backups, schedule and event driven
- Redundancy in skill sets of Provider
- Redundancy in technology

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- Redundancy in power supplies including generators, battery backups and regular refreshment
- Network Monitoring (including tools and frequencies)
- Official site designated as Disaster Recovery site, with proper agreements in place including:
  - Testing to be performed every six (6) months with/at alternate site
  - Testing to be performed when event driven at either the State or the Recovery site

### **3.5. Change Management**

Provider will provide all network and system change management and upgrades for the InforME Network throughout the life of the Agreement. Unless absolutely necessary all maintenance that might impact services will be scheduled during non-peak hours, as defined in the Change Management Plan.

### **3.6. Changes in the InforME Network**

InforME Network development and operations will be in accordance with this Agreement. Provider will provide to the Board at least ninety (90) days prior written notice of a Planned Material Change in InforME Network Operations.

A Planned Material Change in InforME Network operations cannot be made by Provider without the prior written consent of the Board. A “material change” includes, but is not limited to, a change which is substantial and which increases response time to inquiries, adds to the complexity of InforME Network use, diminishes services provided to users, or results in a comparable impact on operations noticeable by users.

### **3.7. Infrastructure Implementation Planning**

Provider will transition the InforME Network infrastructure to a secure and stable cloud-based platform as described in their proposal. The new infrastructure will include three separate environments for development, user acceptance testing and production. An updated Infrastructure Migration Work Plan will be included with the Implementation Plan. Significant modifications to the plan going forward are subject to Board review and approval.

The Infrastructure Migration Work Plan will include, but is not limited to:

- Anticipated timelines for migration
- Process for transferring control of agreements upon contract expiration (example: AWS accounts)
- InforME Network diagrams for all environments (development, user acceptance and production)
- Service level agreements and performance criteria

As the Infrastructure Migration Work Plan is performed, the System Security Plan, Change Management Plan and Disaster Recovery Plan will be updated accordingly to align with the proposal and requirements of the RFP. The updated plans will be submitted to the Agreement Administrator for review and approval.

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### **3.8. Software Licensing**

The perpetual license of the Contractor Modules is governed as described in Section 44 of Rider B-IT of this Agreement. The license for Contractor Modules is granted pursuant to this Agreement and is intended to survive the Agreement.

### **4. Service Level Agreements**

Intentionally left blank.

### **5. Security**

The security infrastructure of the InforME Network should conform to the State of Maine IT Security Policy as well as any additional measures necessary to satisfy the requirements of the InforME statute.

#### **5.1. Security Planning**

Provider will:

- Develop and keep current a System Security Plan. The plan should be annually evaluated by the Provider and the Board's designee for currency. The plan will be developed with the involvement and approval of the InforME Board and the Chief Information Officer. The security plan will be based on industry best practices, commercial reasonableness and the State's IT Security Policy.
- Identify an officer or other individual whose duties include serving as the point of contact with responsibility for the management of portal security.
- Develop a process for identifying and assessing any reasonably foreseeable vulnerability in the portal and the security plan on a periodic basis. The vulnerabilities and any actions taken to remedy the same will be communicated periodically to such contacts as the State may designate in writing, who shall be required to preserve the confidentiality of the same in a manner designed not to compromise the security of the Portal.
- Develop a process for taking preventive and corrective action to mitigate against any vulnerabilities identified in the process required by the previous paragraph, which may include encryption or truncation of such data, implementation of any necessary changes to security practices or to the system architecture, and installation or implementation of network or operating software.
- Ensure the plan, policies, and processes are reviewed with a frequency reasonably sufficient to address the security requirements of the portal.

### **6. Updated Implementation Plan**

Provider will deliver an updated Implementation Plan (schedule and deliverables) indicating changes to the original Implementation Plan submitted in the Proposal. The updated Implementation Plan will be submitted to the InforME Board for review and approval at milestones defined in the Summary

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Work Plan. Any changes thereafter to the approved updated plan and/or deliverables must be approved by the InforME Board or designee.

The updated Implementation Plan will include:

- Summary Work Plan
- Communication Plan
- Single Sign On Plan
- Strategic Plan
- Infrastructure Migration Work Plan

The Infrastructure Migration Plan will be provided for review by the InforME Board 12 months prior to the start of migration. In addition, any migration plans currently in process with less than 12 month remaining will be made available to the InforME Board as soon as reasonably possible.

Note: It may be necessary to update the Implementation Plan (schedule and deliverables) due to delays beyond the control of Provider such as third party providers, completion of the InforME Board's strategic planning session and/or reaching agreements with State agencies which could include changes in the services to be provided and/or the order in which the deliverables are performed.

## **7. Performance**

Provider's performance will be measured against the updated original and subsequent modifications of the Implementation Plan schedule and deliverables.

Project status will be reported to the InforME Board each month. Provider will closely monitor the schedule and report any anticipated delays to the InforME Board at least 2 weeks prior to the scheduled completion of applications expecting to be delayed and all other task delays as soon as they are suspected regardless of the status of the monthly report.

## **8. InforME Board Expense**

The InforME Board will meet at least quarterly.

Provider will pay the agreed upon reasonable InforME Board expenses from Network revenue including the following:

- travel for non-state employee members at the current federal rate,
- lodging for non-state employee members in the performance of their duties,
- miscellaneous expenses for non-state employee members in the performance of their duties,
- meeting refreshments if required,
- meeting room rent,
- mailing, and,
- other expenses (such as video conferencing) related to meeting expenses to be mutually agreed to by the InforME Board and Provider.

Provider may elect to pay for other expenses of InforME Board member(s) in the performance of their duties, if Provider so chooses.

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## 9. Privacy and Confidentiality

Only information that is legally and ethically distributable, as determined by the data custodian, state, and federal law will be included on the Network. All public information applications that Provider provides will require that a Service Level Agreement be executed with the data custodial agency. The InforME Board must approve such agreements.

For applications where data is delivered to Provider by an agency, all nonpublic data will be removed or masked either by the agency or Provider prior to the data being made available on the Network. Additionally, Provider will employ firewall technology that is designed to prevent any InforME user from accessing any system or account that they have no legitimate right to access.

Since Provider's software developers creating applications may see some confidential information while working with agency representatives in determining which data fields are required, Provider's employees must satisfy any privacy and confidentiality requirements that the agency may require prior to beginning work.

## 10. Accessibility

All computer applications and websites are required to be accessible to people with disabilities and comply with the Americans with Disability Act as well as the requirements established in the policies and standards approved by the Chief Information Officer.

The standard with which agencies must comply for software application development can be found on the following website:

### [Computer Application Program Accessibility Standard](http://www.maine.gov/oit/accessiblesoftware)

<http://www.maine.gov/oit/accessiblesoftware>

The policies and standards with which agencies must comply for web development can be found on the following websites:

### [Maine State Web Standards](http://www.maine.gov/oit/webstandard)

<http://www.maine.gov/oit/webstandard>

### [Website Accessibility Policy of the State of Maine](http://www.maine.gov/oit/accessibleweb)

<http://www.maine.gov/oit/accessibleweb>

## 11. Dispute Resolution

In the event of any dispute arising during the term of the Agreement concerning performance of the Agreement, either party shall serve notice of such dispute on the other party. If the dispute is not informally resolved by the Provider and the Agreement Administrator, the dispute shall be decided by the InforME Board who shall reduce its decision to writing and serve a copy on the Provider. The InforME Board's decision in the event of any written notice of dispute shall be subject to the Provider's right to relief under applicable law.

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## **12. Continuation of Operations During a Transition Period**

If for any reason this Agreement is terminated or upon expiration of the Agreement without extension, or at the end of any extension, Provider will, at the option of the Board, continue to operate under this Agreement as Network Manager in accordance with all terms and conditions of this Agreement, together with any amendments or modifications in existence at such time, for a period of up to twelve (12) months from the time of expiration or notification of termination from the Board to Provider.

The intent of this provision is to ensure continuation of InforME Network operations while a successor network manager is chosen and a network installed. The Board will notify Provider at the earliest possible opportunity that it will continue operations, but in no event, later than the date of notification of termination, or the notification dates set forth under "Terms of Contract", whichever is earlier.

Within 30 days of notification of termination, Provider will work with the State and the successor network manager to develop and propose a plan for a successful turnover of the InforME Network system and all operations under this Agreement to ensure there is no service disruption to the user community. Under the plan, Provider's required turnover activities will include planning, timely transfer files, software, and documentation, as well as training and professional support to the State and the successor vendor during the transition period.

All fees earned by Provider during the course of the Agreement and the Transition Period will be disbursed, as described in the Agreement subject to any amendments, to Provider after all related expenses have been paid. The fees earned for all prior periods of time and not yet paid to Provider at the end of the Transition Period will be disbursed to Provider within 45 days after they are paid to and received in by the Portal. No monies will be disbursed prior to receipt of funds by the InforME Network predecessor.

Provider will provide to the State and the selected Network Manager (such Network Manager shall be known as the "Successor Service Provider") assistance reasonably requested by the State in order to effect the orderly transition of the applicable Services, in whole or in part, to the State or to Successor Service Provider as described below. The Transition Period will begin on the date of termination and continue twelve (12) months, unless amended by mutual agreement. Provider will:

1.1 Develop a plan for the orderly transition and schedule of the terminated or expired Services to the State or the Successor Service Provider.

1.2 Provide 120 hours of training to State staff or the Successor Service Provider to answer pre-submitted questions concerning the performance of the Services in the current Provider-provided and contracted environments then being performed by Service Provider.

1.3 Use commercially reasonable efforts to assist the State, at the State's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services.

1.4 Use commercially reasonable efforts to make available to the State or Successor Service Provider, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services.



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1.5 Upon full payment, relief from any further obligation to maintain or update the code, and completion of the Transition Period, Provider will deliver source code and object files for State Modules and Contractor Modules to the State and Successor Service Provider. Source code delivered will include all available source code. For source code residing in a source control system, delivered content will include all branches of current and previous versions used for development, test, and production with Subversion SVN file format preferred. For source code residing in file systems outside of a source control system, deliver a zip archive of the folders. Folder names will be marked with either date-stamps or version stamps.

1.6 Perform such other activities upon which the parties may agree.

### 13. Notices

After contract award, all notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) three days after posting if sent by registered or certified mail, return receipt requested and shall be addressed as follows:

**State of Maine:**

Frederick Brittain  
State of Maine  
Office of Information Technology  
145 State House Station  
Augusta, Maine 04333-0145

**MIN:**

Dan Andrews  
Maine Information Network, LLC.  
45 Commerce Drive, Suite 10  
Augusta, Maine 04330

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.

### Definitions and Acronyms

The following definitions are added to the Agreement:

Agency – for the purposes of this agreement State of Maine public entities served by MIN

Agreement Administrator - The Department's staff person assigned the responsibility for administration and monitoring the performance of the agreement

"Board": InforME Board.

"CIO": State of Maine Chief Information Officer.

"CMS": Content Management System.

"Commissioner": The Commissioner of the Department of Financial and Administrative Services.

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“Communication Plan”: A policy-driven approach to providing stakeholders with information. The plan formally defines who should be given specific information, when that information should be delivered and what communications channels will be used to deliver the information.

“Confidential Information”: Confidential Information includes any proprietary or confidential information of the other party or its agents, including, but not limited to, each party's financial and business information, marketing plans, business opportunities, personnel, research and development, software, tools, methodologies and know-how; provided that such information is either marked as “confidential” or should have been reasonably understood by recipient to have been confidential or proprietary to the disclosing party. Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof, (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party, (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party, (iv) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards, or (v) is disclosed with the written consent of the disclosing party.

“Day”: A calendar day.

“DAFS”: The Department of Administration and Financial Services.

“Data in Electronic Form”: Any data stored electronically or digitally on any computer system or other database, and including recordable tapes and other mass storage devices.

“Data Custodian”: Data Custodian is any branch, agency or instrumentality of State Government or any agency or instrumentality of a political subdivision of the State that gathers, stores or generates public information.

“Department”: The Maine Department of Administrative and Financial Services.

“Division of Procurement Services”: The State Division of Purchases, located at 111 Sewall St, Augusta, Maine, with a mailing address of 9 State House Station, Augusta, Maine 04333-0009.

“Encryption”: The protection of data in electronic form in storage or in transit using an encryption algorithm implemented within a validated cryptographic module, rendering such data generally indecipherable in the absence of associated cryptographic keys necessary to enable decryption of such data. Encryption includes appropriate management to reasonably safeguard encryption keys to protect the integrity of the Encryption.

“Fee Services”: For the purposes of this Agreement “Fee Services” as defined in 1MRSA §532.

“GUI”: Graphical user interface, a term to describe a type of interface in computing.

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**“Hosting”**: The actual installation and running of software applications, developed by the Provider or by state agencies, on the Provider’s production server.

**“Identity Theft”**: The unauthorized assumption of another person’s identity for the purpose of engaging in commercial transactions under the name of such other person.

**“MIN”**: Maine Information Network, LLC dba NIC Maine.

**“Network Manager”**: The Network Manager is overseen by the InforME Board as specified in the InforME Statute, Maine Revised Statutes Title 1 Chapter 14 § 534.

**“OIT”**: The Office of Information Technology as defined in 5 MRSA Chapter 163. Also referenced as MaineIT in this agreement.

**“Personal Information”**: An individual's first name, or first initial, and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:

- Social security number;
- Driver's license number or state identification card number;
- Account number, credit card number or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes or passwords;
- Account passwords or personal identification numbers or other access codes; or
- Any of the data elements contained in paragraphs A to D when not in connection with the individual's first name, or first initial, and last name, if the information if compromised would be sufficient to permit a person to fraudulently assume or attempt to assume the identity of the person whose information was compromised.

Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.

**“Portal”**: The Internet/Web site operated by InforME.

**“Portal Content”**: The information generated by or furnished to a government to populate the Portal web pages and online functions; for example, static information (e.g., mostly “read only,” not changed very often) describing an agency and its functions or a state park and its facilities and programs, or dynamic information (e.g., involving user input, or subject to change from time to time) furnished by a Portal user in connection with obtaining or renewing a license or permit, an the license or permit granted in exchange.

**“Premium Services”**: For the purposes of this contract “Premium Services” as defined in 1MRSA **§532**.

Provider – MIN Information Network, LLC dba NIC Maine

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“Public Information”: Any information that is stored, gathered or generated in digitized form by a data custodian and either 1) a public record or 2) otherwise expressly authorized to be released as specified by law.

“Security Breach”: The unauthorized acquisition of (1) data from the Portal in electronic or other form, containing Personal Information that establishes a reasonable basis to conclude that there is a significant risk of identity theft to an individual to whom the Personal Information relates or (2) Portal information that establishes a reasonable basis to conclude there is a significant security risk to the physical security or electronic integrity of the Portal and its infrastructure, data, or resources, or some combination thereof.

“RFP”: Request for Proposals.

“SLA”: Service Level Agreement.

“SOM”: State of Maine.

“Stakeholders”: People or groups affected by a software development project.

“State”: State of Maine.

“Subcontractor”: Any person on in the employ of the vendor, or any organization not owned by the vendor, performing work which is the responsibility of the vendor under a contract resulting from this solicitation.

“Subscriber”: A person who receives premium services.

“Truncation”: To shorten a number to a specified length by storing and displaying all but the first and last four digits of a credit and/or debit card account number or a bank account number.

“User Centered Design”: An iterative process in which designers focus on the users and their needs in each phase of the design process.

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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 Agreement will be performed:**



**United States. Please identify state: ME, Kansas**



**Other. Please identify country: Poland**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above. The State of Maine Contract Administrator must authorize any work done on behalf of the State from Poland prior to work commencing.

Note: NIC Maine occasionally leverages a development group in the country of Poland to provide temporary assistance as part of a workload management plan. When utilized this development group has no access to Maine State systems or data.

RIDER C  
EXCEPTIONS

NA



### Debarment, Performance, and Non-Collusion Certification

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

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

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

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

Name: Dan Andrews	Title: General Manager
Authorized Signature: <span style="border: 1px solid black; border-radius: 50%; padding: 2px 5px; display: inline-block;"> <small>DocuSigned by:</small>  <i>Dan Andrews</i>  <small>FCFB72B16E7546A...</small> </span>	Date: 7/25/2022