

MA 18P 22030400000000000085
NEW

State of Maine



Master Agreement

Effective Date: 04/01/22

Expiration Date: 03/31/24

Master Agreement Description: Printing Services Statewide Master Agreement

Buyer Information

Debbie Jacques	207-624-7890	ext.	DEBBIE.JACQUES@MAINE.GOV
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Issuer Information

Debbie Jacques	207-624-7890	ext.	DEBBIE.JACQUES@MAINE.GOV
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Requestor Information

Debbie Jacques	207-624-7890	ext.	DEBBIE.JACQUES@MAINE.GOV
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Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000018141

Vendor Name

THE COPY CENTER

Alias/DBA

Vendor Address Information

1921 U S RT 202

WINTHROP, ME 04364

US

Vendor Contact Information

Carla Furrow or Peter McCarthy
207-623-1452 ext.
print@thecopycenterplus.com

Commodity Information

Vendor Line #: 1
Vendor Name: THE COPY CENTER
Commodity Line #: 1
Commodity Code: 96600
Commodity Description: Printing Services Statewide Master Agreement
Commodity Specifications:
Commodity Extended Description: To establish a Statewide Master Agreement for printing services to include delivery/pick-up services in the Augusta, Gardiner and Hallowell areas.
Initial Contract Term: 4/1/22 - 3/31/24.
See attached file for detailed specifications, instructions, and terms and conditions.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
0.00	04/01/22	03/31/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

State of Maine - Department of Administrative and Financial Services

3/21/2022

Signature

Date

Vendor The Copy Center

3/21/2022

Signature

Date _____

Peter McCarthy

President

Print Representative Name and Title

RIDERS

☒	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
☒	Rider A – Scope of Work and/or Specifications
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☒	Appendix A - Bid Cover Page
☒	Debarment, Performance, and Non-Collusion Certification
☒	Appendix D – Signed Confidentiality Agreement
☒	Certificates of Insurance
☒	Vendor Rate Sheet

RIDER A
Scope of Work and/or Specifications

Scope: The purpose of this Master Agreement is to provide Statewide printing services including delivery/pick-up services for State agencies and other quasi-state agencies in the Augusta, Gardiner and Hallowell areas as defined in this Master Agreement (MA). Vendor will reproduce a variety of materials, such as forms, documents, reports, law briefs, letters, booklets, pamphlets and the like.

The Master Agreement is to be utilized for all print jobs **under \$5000 ONLY**. If a print job will exceed \$5000, it must be competitively bid through the Division of Procurement Services and cannot be done under the MA. Exceptions may be granted on a case-by-case basis by Procurement Services only in an emergency. NOTE: This MA does **NOT** include business envelopes, letterhead, and business cards as there are separate Master Agreements already in place for those specific printed products.

Master Agreement Term

Initial Contract: April 1, 2022 through March 31, 2024

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **two** renewal periods (a two-year term and a final one-year term), subject to continued availability of funding and satisfactory delivery/performance.

The term of the contract is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	4/1/2022	3/31/2024
Renewal Period #1	4/1/2024	3/31/2026
Renewal Period #2	4/1/2026	3/31/2027

Printing/Finishing Requirements:

- Vendor must be able to furnish both black & white and color copying services.
- Finishing may be required to complete printed orders such as collating, stapling, folding, stuffing inserts, perforating, cutting, GBC punching, tape binding, sure binding, coil binding, Acco fasten, padding, labeling, tabbing, laminating, wrapping.
- Jobs may require pagination/bate stamping added to the document before printing.

- Some jobs may require typesetting,
- Some jobs will need to be set up, printed, labeled, and tabbed according to Federal Postal regulations. Jobs being mailed through the State Postal Center must be prepared following State Postal guidelines. Vendor is to work closely with the State Postal Center when preparing jobs for mailing. Mail panels must be proofed by the State Postal Center.
- Vendor will be required to print Postage Meter Cards for all State agencies upon request. These cards are used by all agencies processing mail through the State Postal Center. They have very specific sequential numbering unique to each State agency, and this numbering sequence must be strictly adhered to by the vendor.
- Jobs may require scanning of documents to transfer onto Flash Drive or CD.
- Some print requests will be time sensitive and will require a completion time of two hours or less or required to be completed that day (i.e. Attorney General Briefs, Legislative Engrossers/Chapter Laws, etc.).
- All print requests must meet the State agency's agreed upon completion dates/time unless the time allotted is deemed unreasonable or beyond the physical capabilities of the equipment. In this event the Vendor will work with the State agency and reach an agreeable completion date/time.
- Some jobs may be required to be mailed to various State agencies throughout Maine or to the public in Maine and other states or out of the United States.
- Vendor must be able to electronically archive print jobs for State agencies for any future print requests.
- Archived jobs must be able to be modified for any future changes upon request. Archived jobs are to be stored for the term of the contract. All stored files are to be returned to the State agency in a usable PDF format at the end of the contract. Vendor shall take all necessary and reasonable steps to secure archived jobs that include personally identifiable or other confidential information.
- Vendor will ensure that the Maine State Library (MSL) receives copies as required in M.R.S. Title 5, Chapter 13, 501-A, or as mutually agreed upon between the Vendor and MSL. Vendor will work closely with MSL to comply with this requirement.

Print Order Requests: Vendor must furnish a Print Order Request Form (hard copy or electronic or both) for State agencies to complete for their requested print work. Vendor will provide agency with a quote prior to printing job.

Geographic Coverage: Vendor or Subcontractor(s) will provide full service to the Augusta, Hallowell, and Gardiner areas (pick-up and delivery at no cost). Vendor will ship print jobs to any locations they do not deliver to throughout the entire State of Maine. Shipping should be included in the price of the job.

Within the Augusta, Hallowell, and Gardiner areas, print requests may require the vendor (or their courier) to pick-up from designated State agencies. State agencies may deliver print jobs directly to the vendor, send print jobs electronically, or mail jobs directly to the vendor:

- Vendor is required to establish regular pick-up times and locations with the agencies that may require this service on a regular basis. Pick-up service currently is being requested once or twice in a one-month period.
- Vendor is required upon request from a State agency, to have special urgent print work pick-ups ASAP as needed (i.e. Attorney General, Legislative departments, etc.).
- Vendor must furnish their mailing address to state agencies for any work which may be mailed to them.
- Vendor must furnish their e-mail address to state agencies so electronic work can be sent to them.

Completed print work will be delivered by the vendor to the State agency site (in the Augusta, Hallowell and Gardiner areas), mailed to the State agency, or physically picked-up by the State agency:

- Vendor is required to drop off daily completed work as requested by agency.
- Vendor is required to make special deliveries if requested.

Vendor Rate Sheet: Vendors Rate Sheet for printing and bindery services is attached and made a part of this MA.

Prices: All prices from the vendor's rate sheet are to remain firm throughout the contract.

Proofs: Proofs are required.

Billing/Invoicing: Vendor must invoice individual State agencies upon receipt of completed jobs. Billing information must contain the following:

- Invoice Number
- Invoice Date
- Job Number or DO Number
- State Department and Division
- Job Title

- Agency Contact
- Delivery Location
- Date Delivered
- Invoice Amount (delivery fee or mailing fee must be separate and subtotaled)

Procurement Card: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

Report: It is the responsibility of the vendor to produce a monthly report. The Division of Procurement Services will require the vendor to submit a monthly report via email due by the 5th working day of each month on what was purchased during that month. The agency must be listed as well as the date and the dollar amount.

Performance Expectations: The vendor will reprint or offer a discount (whichever is mutually agreed upon) on jobs that an agency has found to contain errors or be of inferior quality. If an agency has approved and signed off on a proof, and the job contains errors, the vendor is not responsible. The Department will measure the vendor's performance through a variety of means, including surveys, spot checks, and reporting.

Disaster Recovery and Business Continuity: The State is interested if the vendor has a disaster recovery and business continuity plan for a full restoration process and recovery of services within a 24-hour period. The vendor is requested to supply their plan.

Security Requirements:

A representative of the State of Maine, Department of Administrative and Financial Services, Office of Information Technology reserves the right to arrange an on-site check-in with the Vendor to assure security requirements are met. The on-site check-in will be quarterly or as the State deems necessary.

- The vendor must provide a means for secured data transmission and a confirm receipt of the State agency's data and files.
- All over runs, of confidential print work, such as Law Briefs, or any printed material which contains names, addresses and personal/confidential information **MUST** be placed in a secured locked recycle tote until it can be shredded. Absolutely no materials of this type will be placed in a garbage bin and disposed as trash.
- All confidential print work such as Law Briefs, or any printed material which contains names, addresses and personal/confidential information **MUST** be

treated as such and shall not be read, disclose information, distributed, or reproduced for personal use, etc.

- The vendor and their employee(s), servicing technician(s) or anyone else that may come in contact with this type of work will be required to sign the Vendor Confidential Agreement – Management of State of Maine Printed Materials (Appendix D).

Insurance Requirements: The vendor 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 vendor, its agents, representatives, employees, or subcontractors. The insurance shall be secured by the vendor, at the vendor'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.

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*) \$1,000,000, and payable, whether incurred by the Department or the Vendor; 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 Vendor's technology services, or an error, or omission, in the content of, and information from, the Vendor. If a sub-limit

applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

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

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

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

2. Workers' Compensation and employer's liability, as required by law;
3. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
4. Automotive Liability of not less than \$400,000 per occurrence single limit if the Vendor will use vehicles to fulfill the contract;
5. Crime, in an amount not less than \$0.00 (*The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Vendor*); and
6. Business Interruption, in an amount that would allow the Vendor to maintain operations in the event of a Property loss.

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

1. The Vendor'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 Vendor's insurance and shall not contribute to it.

2. The Vendor'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 Vendor 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 Vendor, or any sub-contractor of the Vendor, "Additional Insured" status and the Department will not grant any Vendor a "Waiver of Subrogation".

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

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

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

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

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

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

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

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

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

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

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

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

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

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

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

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

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

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

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

Appendix A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <u>THE COPY CENTER</u>		
Chief Executive - Name/Title: <u>PETER MCCANTHY</u>		
Tel: <u>207-623-1452</u>	Fax:	E-mail: <u>PRINT@THECOPYCENTERPLUS.COM</u>
Headquarters Street Address: <u>1921 US ROUTE 202</u>		
<u>WINTHROP ME 04364</u>		
Headquarters City/State/Zip:		
<u>WINTHROP ME 04364</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

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

Name: <u>PETER MCCANTHY</u>	Title: <u>PRESIDENT</u>
Authorized Signature: <u>[Signature]</u>	Date: <u>3/1/22</u>

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: <i>Peter McCarty</i>	Title: <i>PRESIDENT</i>
Authorized Signature: <i>P. McCarty</i>	Date: <i>3/1/22</i>

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 18P 22020300000000000187
Printing Services**

**PROVIDER CONFIDENTIAL AGREEMENT
MANAGEMENT OF STATE OF MAINE PRINTED MATERIALS**

By the execution of this Confidentiality Agreement, the undersigned agrees to the following:

1. All printed material, hard copy, or electronic, including all masters, make ready's, originals, etc., are the property of the ordering agency and are to be treated confidential in all cases.
2. All over runs of confidential print work, such as law briefs, Legislative work, or any printed material which contains names, addresses and personal/confidential information shall be placed in a secured, locked recycle tote until it can be shredded. Absolutely no materials of this type will be placed in a garbage bin and disposed as trash.
3. All confidential print work, such as law briefs, Legislative work, or any printed material which contains names, addresses and personal/confidential information shall be treated as such and shall not be read, disclosed information, distributed, or reproduced for personal use by the vendor, or vendor's employee, or serving technician (s), or authorized personnel that may be in the production/office areas.
4. Hard disk drives in equipment that is disposed of, or otherwise transferred out of the Provider's control, shall be scrubbed of any confidential print data.
5. Any print job marked as confidential shall be packaged up in a box/boxes (with cover/covers), including the originals so that it cannot be read.
6. All requests for printed material by anyone, other than the ordering agency, shall be referred to their supervisor for response. No supervisor or other employee may allow any individual other than those authorized by the ordering agency to review, copy, or take possession of any printed material under any circumstances. Requests of any type must be denied.
7. All persons with access to, or handling State of Maine printed materials, shall be made aware and comply with the terms of this Confidential Agreement.

Executed by the duly authorized representative of Provider on the date set forth below:

Dated: 3/1/22 Provider: THE COPY CENTER

By: Peter McCarty

Title: PRESIDENT

Signature: 



COPYCEN-01

LLINNELL

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Macomber, Farr & Whitten P.O. Box 2269 Augusta, ME 04338	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(207) 623-4575	FAX (A/C, No): (207) 622-4616
INSURED Copy Center, Inc. PO Box 17 Winthrop, ME 04364-0017	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : MAIN STREET AMERICA ASSUR.CO.		29939
	INSURER B : NATIONAL GRANGE MUT.INS.CO.		14788
	INSURER C : MAINE EMPLOYERS'MUTUAL INS CO		11149
	INSURER D : LLOYD'S OF LONDON		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		BPJ5939C	7/25/2021	7/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prof Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			B1J5939C	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1810103169	7/22/2021	7/22/2022	☒ PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Cyber Privacy & Data	X		W1E69F210501	4/19/2021	4/19/2022	Cyber Security/Data \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability: excludes infringement of intellectual property for copyright, trademark, trade name, & service mark
 Cyber Security: Contingent Bodily Injury \$250,000 sublimit/ Property Damage is excluded except for electronic data
 Data Breach Expenses \$1,000,000

General Liability & Professional Liability is primary & non-contributory/ Cyber Security is Primary
 Cancellation Clause for General & Professional Liability is 30 days except 10 days for non-payment as per Maine Insurance Law
 Cancellation Clause for Cyber Security is 60 days except 10 days for non-payment as per Maine Insurance Law

CERTIFICATE HOLDER

CANCELLATION

 State of Maine
 Augusta, ME 04333

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



LLINNELL

EVIDENCE OF PROPERTY INSURANCE

 DATE (MM/DD/YYYY)
 2/23/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Macomber, Farr & Whitten P.O. Box 2269 Augusta, ME 04338		PHONE (A/C, No, Ext): (207) 623-4575		COMPANY MAIN STREET AMERICA ASSUR.CO. P.O. BOX 2013 KEENE, NH 03431	
FAX (A/C, No): (207) 622-4616		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: COPYCEN-01					
INSURED Copy Center, Inc. PO Box 17 Winthrop, ME 04364-0017		LOAN NUMBER		POLICY NUMBER BPJ5939C	
		EFFECTIVE DATE 7/25/2021		EXPIRATION DATE 7/25/2022	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 1921 Us Route 202, Winthrop, ME 04364

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒ SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Employee Dishonesty	\$25,000	
Money & Securities-theft, disappearance or destruction	\$25,000	
Business Personal Property/special/replacement cost	\$607,244	1,000
Business income with extra expense-actual loss sustained		0

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS State of Maine Augusta, ME 04333	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

The Copy Center

Bidders Price List

RFQ # 18P 22020300000000000187

2022

Apendix G

Printing prices

Color Copies

8.5 x11
side 2
8.5 x 14
side 2
11 x17 or 12 x18
side 2

#20	#80/#100 cover	color stock
		**
0.13	0.16	0.17
0.09	0.12	0.13
0.16	0.19	0.21
0.12	0.16	0.18
	0.00	
0.24	0.29	0.26
0.20	0.23	0.21

Black only

8.5 x11
side 2
8.5 x 14
side 2
11 x17 or 12 x18
side 2

#20	#65/#80 cover	color stock	color cover
		**	stock **
0.032	0.037	0.035	0.058
0.029	0.035	0.032	0.046
0.037	0.041	0.040	0.061
0.031	0.038	0.036	0.058
0.058	0.074	0.069	0.115
0.046	0.058	0.052	0.092

** color stock prices does not include bright hue colors

NCR printing per

2pt
3pt
4pt

8.5 x11 1/0	2 sided
25.000	35.000
45.000	60.000
60.000	85.000

Pre-press Design w/ Pre-press Design work

\$50 per hour with \$10 minimum

Appendix G (CONT.)

Bindery Services Bindery Services

folding	folding	1/2, Z, or	
		parallel	right angle
8.5 x11	8.5 x11	0.020	0.050
11 x1 4	11 x1 4	0.030	0.070
11 x17	11 x17	0.040	0.070
cover stock	cover stock	0.050	0.100

Mailing Services	
setup	20.000
address ea	0.030
tab each	0.030

Other bindery	Other bindery		
saddle stitch booklet (staples inc)	saddle stitch booklet (staples inc)	0.150	sure bind 0.750
stapling other ea	stapling other ea	0.030	Acco fastening 0.250 ea
GBC or Coil	GBC or Coil	0.600	shrinkwrap 0.200 package
perfect bind	perfect bind	0.750	hand insert 0.030 unit
tape	tape	0.750	
Wire-O	Wire-O	0.750	
special drilling	special drilling	0.015	
laminating 8.5 x11	laminating 8.5 x11	0.750	
laminating 11X17	laminating 11X17	1.000	