MA 18P 13111300000000000075 MODIFICATION

State of Maine



Master Agreement

Effective Date: 11/13/13 Expiration Date: 12/31/22

Master Agreement Description: Vehicle Registration Validation Sticker Printing System

Buyer Information

William Allen 207-624-7871 **ext.** NULL WJE.Allen@maine.gov

Issuer Information

Robert Johnson 207-624-9031 ext. Robert.Johnson@maine.gov

Requestor Information

Marc Theberge 207-624-9007 **ext.** Marc.Theberge@maine.gov

Agreement Reporting Categories

Reason For Modification: Extend for two years

Authorized Departments

29B MOTOR VEHICLES

Vendor Information

Vendor Line #: 1

Vendor ID Vendor Name
VS0000007586 SURYS INC
Alias/DBA

Securemark Decal Corp.

Vendor Address Information

20 Nutmeg Drive

Trumbull, CT 06611 US

Vendor Contact Information

Stacy DeJulio

203-690-3621 **ext.** 259 s.dejulio@surysinc.com

Commodity Information

Vendor Line #: 1

Vendor Name: SURYS INC

Commodity Line #: 1

Commodity Code: 55045

Commodity Description: Validation Sticker Printing System

Commodity Specifications: See attached specs.

All prices include all delivery charges.

Commodity Extended Description: Specialty printing equipment/system for printing of validation stickers to include a cutter

on each printer

 Quantity
 UOM
 Unit Price

 0.00000
 0.000000

Delivery Days Free On Board

FOB Dest, Freight Prepaid

Contract Amount Service Start Date Service End Date

0.00

Catalog Name Discount
Securemark 0.0000 %

Discount Start Date Discount End Date

11/13/13 12/31/22

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165
T&C Name:

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

Jaime C. Schorr, Chief Procurement Officer

and

Surys INC dba Securemark Decal Corp.

-DocuSigned by:

William G. Malioney Jr. 12/9/2020

Signature Date

William G. Mahoney Jr., CEO

Bureau of Business Management – Division of Procurement Services State of Maine – Department of Administrative and Financial Services 9 State House Station Augusta, Maine 04333-0009

Contract Number MA 131113*075

Tel. (207) 624-7340 Fax.# (207) 287-6578

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Vehicle Registration Validation Sticker Printing System

Contractor: SURYS INC dba Securemark Decal Corp.

Mater Agreement Competitive Bid RFQ: 29B 20130315-1574 & 2020 PJF for Proprietary Justification

Contract Period Extended To: 12/31/22

Extended Contract Pricing: Current pricing

Extension Clause: The services provided may be under review by the Maine State Legislature. If legislature is passed to discontinue the registration sticker program the master agreement contract will be terminated.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 131113*075 through Dec. 31, 2022 with all terms, conditions remaining as shown in the original contract.

Dollar value the vendor has recorded that State of Maine has spent on this contract over the last twelve months: \$ 209,000.00

Agreement to extend Master Agreement 18P – 1311130000000000075 authorized by:

State of Maine – Department of Administrative and Financial Services

Jaime C. Schore

-6D6437754DD0459...

Jaime C. Schorr, Chief Procurement Officer Date 12/2/2020

And

SURYS INC dba Securemark Decal Corp.

William G. Malioney Jr. William G. Malioney Jr. C.E.O

Date 12/9/2020

RIDERS

	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)						
\boxtimes	Rider A – Scope of Work and/or Specifications						
	Rider B – Terms and Conditions						
	Rider C - Exceptions						
	Vendor Cover Page and Debarment Form						
	Municipality Political Subdivision and School District Participation Certification						
	Price sheet						
	Other – Procurement Justification Form						

RIDER A Scope of Work and/or Specifications MA 131113-075

Commodity: Vehicle Registration Validation Sticker Printing System

Master Agreement Competitive Bid RFQ: 29B 20130315-1574 & 2020 PJF for Proprietary Justification

Contract Period: Through December 31, 2022. The services provided may be under review by the Maine State Legislature. If legislature is passed to discontinue the registration sticker program the master agreement contract will be terminated.

Prices: Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

Specifications

The validation stickers are one (1) inch high and one and one half (1 ½) inches wide. The agreement proposal should include an agreement for four (4) thermal printers each equipped with a cutter and receiving tray. The receiving trays must be designed to keep the stock in neat and serialized order. The system should have 3 thermal printers set up to print using 3 5/8 inch stock to print validation stickers in pairs with the same serial number on each pair. One of the three (3) printers will be used as a backup or to aid in bringing production up to the required levels in conjunction with the other two (2) thermal printers. The 4th thermal printer to be set up to print from 2 superset rolls of stock two and one quarter (2 1/4) inches wide with a spacer between each roll. This machine will also be equipped with a cutter and a receiving tray designed to receive the stickers from each roll separately keeping each stack neat and in serialized order. The system agreement should include kiss cut stock which should be available in various colors as shown in the attached specs. The required color options can be referenced by using the 3M color chart for validation stock. This is for comparison only and is important so that enforcement will not be confused by the new stick validity. Both widths of the kiss cut stock (3 5/8" and 2 1/4 ' X 200 yds. should be available in all colors shown. All stock should be kiss cut with the ladder line removed. All equipment must be on a full maintenance and/or replacement program. Most motor vehicle license plates in Maine have two validation stickers; one depicts the State, the year and the serialize number and the other depicts the month in which the registration renewal is due and a serialized number. The serial numbers of both types are tracked. The month sticker serialized number would not necessarily match the serialized number shown on the annual sticker.

Recap:

- 1) An all-inclusive agreement of equipment and software.
- 2) Price \$500.00 per Roll on average and approximate due to Doubles or Singles involved. The contract is All Inclusive of everything including: Printers, cutters, Software, Support on site, 24hr email and phone support, Adcolite 9000 and 6000 series stickers, Reflective rolls, ribbons, supplies, Artwork, Demo.
- 3) Includes routine full training of equipment operation.
- 4) All equipment must have full maintenance/ support and or replacement including print heads.
- 5) Includes all stock and ink. Stock to be kiss cut to the sticker sizes with the ladder line removed.
- 6) Stock rolls cannot have more than three splices.
- 7) Includes four (4) thermal printers each with a cutter and receiving tray as described above.

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 of work shall be made unless specified by the Division.
- **8. INVOICE**: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.
- **9. ALTERATIONS**: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this 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 or this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- **18. WAIVER**: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.
- **19. MATERIAL SAFETY**: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.
- **20. COMPETITION**: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.
- **21. INTEGRATION**: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

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

VENDOR COVER PAGE

Bidder's Organization Name: Surys Inc.						
Chief Executive - Name/Title: William Mahoney CEO						
Tel: 203.260.0505	Tel: 203.260.0505 Fax: 203.336.8570 E-mail: b.mahoney@sury					
Headquarters Street Address: 20 Nutmeg Dr. Trumbull, Connecticut						
Headquarters City/State/Zip: 066	11					
(provide information requested be	low if different from above)					
Lead Point of Contact for Bid - Name/Title: William mahoney						
Tel: 203.690.3025 Fax: 203.336.8570 E-mail: b.mahoney@surysinc.co						
Street Address: 20 Nutmeg Dr. Trumbull, Connecticut						
City/State/Zip: 06611						

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: William G. Mahoney Jr.	Title: CEO
Authorized Signature:	Date: 40/0/2000
William G. Malioney Jr.	12/9/2020
40707D000AAD42D	

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:
 - 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: William G. Mahoney Jr.	Title: CEO
Authorized Signature: Docusigned by: William G. Malioney Jr.	Date: _{12/9/2020}

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF	LIST PRICE	DELIVERY
Adcolite 9004 (Yellow)	Securemark Decal Corp	YellowAdcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 9001 (White)	Securemark Decal Corp	White Adcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 9002 (Blue)	Securemark Decal Corp	Blue Adcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 9009 (Gold)	Securemark Decal Corp	Gold Adcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 9005 (Orange)	Securemark Decal Corp	Orange Adcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 9003 (Red)	Securemark Decal Corp	Red Adcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 9006 (Green)	Securemark Decal Corp	Green Adcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 9008 (Light Blue)	Securemark Decal Corp	Light Blue Adcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 9010 (Lime Green)	Securemark Decal Corp	Lime Green Adcolite 9000 Metallic Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6004 (Yellow)	Securemark Decal Corp	Yellow Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6001 (White)	Securemark Decal Corp	White Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6002 (Blue)	Securemark Decal Corp	Blue Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6009 (Gold)	Securemark Decal Corp	Gold Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6005 (Orange)	Securemark Decal Corp	Orange Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6003 (Red)	Securemark Decal Corp	Red Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6006 (Green)	Securemark Decal Corp	Green Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6008 (Light Blue)	Securemark Decal Corp	Light Blue Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6010 (Lime Green)	Securemark Decal Corp	Lime Green Adcolite 9000 Watermark Security Mark	640N/#90 ARi	RL	\$500.00	45
Adcolite 6000EA-Gold-DBL	Securemark Decal Corp	Validation Sticker, W/Enhanced Adhesive, Gold, Double Sticker	Includes Watermark Security Mark, Gold, For 2021 double sticker	RL	\$500.00	45
Adcolite 6000EA-Gold-Sin	Securemark Decal Corp	Validation Sticker, W/Enhanced Adhesive, Gold, Single Sticker	Includes Watermark Security Mark, Gold, For 2021 MC sticker	RL	\$500.00	45
Adcolite 6000EA-Wht-DBL	Securemark Decal Corp	Validation Sticker, W/Enhanced Adhesive, White, Double Sticker	Includes Watermark Security Mark, White, For monthly double stickers	RL	\$500.00	45
Adcolite 6000EA-Wht-Sin	Securemark Decal Corp	Validation Sticker, W/Enhanced Adhesive, White, Single Sticker	Includes Watermark Security Mark, White, For monthly single stickers	RL	\$500.00	45
Adcolite 6000EA-Yel-Grn-Sin	Securemark Decal Corp	Validation Sticker, W/Enhanced Adhesive, Yellow Green Single	Includes Watermark Security Mark, Yellow Green, For 2022 MC sticker	RL	\$500.00	45
Adcolite 6000EA-Yel-Grn-DB	LSecuremark Decal Corp	Validation Sticker, W/Enhanced Adhesive, Yellow Green Double	Includes Watermark Security Mark, Yellow Green, For 2022 double	RL	\$500.00	45
Adcolite 6000EA-Gold-NonHa	a Securemark Decal Corp	Validation Sticker, W/Enhanced Adhesive, Gold, Non-Haz Waste	Includes Watermark Security Mark, Gold,Non-Haz Waste	RL	\$500.00	45

State of Maine Procurement Justification Form

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

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

		PA	RT I: O	VERVIEW			
Department Office/Division/Program:			Secretary of State, Bureau of Motor Vehicles				
Department Contract Administrator or Grant Coordinator:			Marc	Theberge, Bus	iness Service	es Manager	
(If applicable) De	part	ment Reference #:					
Amount: \$ \$360,000.00		Advantage CT / RQS #:					
CONTRACT	Pr	oposed Start Date:	Jan	uary 1, 2021	Proposed	End Date:	December 31,2022
AMENDMENT	(Original Start Date:			Effec	ctive Date:	
AMENDIMENT	F	Previous End Date:			New	End Date:	
GRANT	Project Start Date:				Grant Start Date:		
GRANT		Project End Date:			Grant	End Date:	
Vendor/Provider/Gran	ntee	Name, City, State:	Sury's	Inc., 20 Nutr	neg Drive Tr	umbull, C	onnecticut 06611
Brief Description of Goods/Services/Grant:			Suppl	y all inclusive	validation stic	cker printing	g system/stock

	PART II: JUSTIFICAT	TION FOR VENDOR SELECTION
Mar	k an "X" before the justification(s) that applies t	o this request. (Check all that apply.)
	A. Competitive Process	G. Grant
	B. Amendment	H. State Statute/Agency Directed
	C. Single Source/Unique Vendor	I. Federal Agency Directed
X	D. Proprietary/Copyright/Patents	J. Willing and Qualified
	E. Emergency	K. Client Choice
	F. University Cooperative Project	L. Other Authorization

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

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

Validation stickers are used to validate vehicle registrations. The life of the stickers is at least one year. Through the purchase of the kiss cut validation sticker stock the vendor provides an all-inclusive product which includes set up for 4 Zebra printers, ink, maintenance, printer support, software as well as software maintenance and support. The system and software are proprietary.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

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

Originally BMV went out to RFP for this service. There were two bidders. Both systems were tested and the Sury's system functioned better and was easier to use. The other bidder's system was not user friendly. Sury's system was well designed and built efficiently. Sury's proprietary system fit extremely well with all aspects of BMV's established inventory and order fulfillment system allowing internal operations to function normally with little adjustment.

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

The rate of this all-inclusive service was established through the RFP procedure and Sury's was the low bidder. There have not been any rate increases. To swap this system out requires extensive testing of the sticker stock, ink, equipment and software. Any failure of the product, ink, equipment or software could require scrapping that vendor's system. This testing requires a lot of time by BMV staff as mentioned above. Because of the nature of the stickers, product testing could take two to three years of on the road use and testing. A system swap means replacing all aspects listed above.

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

In the future BMV will go out to RFP to bring in bids for the opportunity of new and better stock and systems to provide better services and product to the people of Maine. Currently there is legislation that is scheduled to be presented to do away with the use of validation stickers. If this legislation does not pass in the next session eliminating the need for these services BMV will be going out to RFP to receive bids on a similar system to put a new MA in place as soon as the session is over.

PART IV: APPROVALS						
Signature of requesting Department's Commissioner (or designee): By signing below, I signify that I approve of this procurement request.						
Printed Name:	David Lachance, Director Administrative Services	Date:	November 16,2020			
Signature of DAFS Procurement Official:	DocuSigned by: Jerime C. Schore					
Printed Name:	6D6437754DD0459					