

MA 18P 20111200000000000051  
NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 12/01/20

**Expiration Date:** 11/30/23

**Master Agreement Description:** Rental of Multi-Functional Devices

**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**

VC0000240651

**Vendor Name**

KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND INC

**Alias/DBA**

CYBERCOPY

**Vendor Address Information**

55 BRADLEY DRIVE

WESTBROOK, ME 04092

US

**Vendor Contact Information**

Rainee Hicks  
207-797-7224 ext. 6025  
rhicks@portlandcomputercopy.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND INC

**Commodity Line #:** 1

**Commodity Code:** 60072

**Commodity Description:** Rental of Multi-Functional Devices

**Commodity Specifications:**

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

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	12/01/20	11/30/23
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page



**RIDERS**

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

**RIDER A**  
**Scope of Work and/or Specifications**

State of Maine agencies may submit delivery orders on an as-needed basis to rent any of the copier models in this master agreement. This master agreement is not for any specific quantity of copiers. Rather, this master agreement will be to allow agencies to submit delivery orders to rent selected copier models on an as-needed basis in amounts yet to be determined by the agencies. This master agreement is for a term of three years.

Any delivery orders for leases that are made prior to the expiration date of the master agreement shall survive the expiration date of the master agreement. All delivery orders will remain subject to all master agreement prices, terms, and conditions, until all 36- or 60-month leases have lapsed, no matter when the delivery order is made.

Agencies will submit tickets to Maine IT helpdesk for any live network jacks or power jacks in advance of copiers delivery.

State of Maine agencies may submit delivery orders on an as-needed basis to rent the following copier models at the following prices, for terms of either 36 or 60 months:

Copier Model #1:

<b>60 PPM MODEL NAME:</b>	Kyocera TA 6003i	
	<b>Total Cost of a 36 Month Rental</b>	<b>Total Cost of a 60 Month Rental</b>
<b>Rental Cost</b>	\$3,960.00	\$6,000.00
<b>Maintenance/Per Click</b>	0.0035	0.0035

- **36-Month or 60-Month Rental**
- **60 Page Per Minute Multifunctional Device**
- **Black & White Copy**
  - Must have data overwrite software
  - Cabinet
  - Multi-Tray Staple Finisher
  - Facsimile
  - 10.1" Smart Operation Panel
  - 220-Sheet Single Pass Document Feeder
  - 2 x 550-Sheet Paper Tray
  - 100-Sheet Bypass Tray
  - 320 GB Hard Disk Drive
  - 2 GB RAM
  - PostScript3 Emulation
  - Data Overwrite Security System (not ISO 15408 Certified)
  - HDD Encryption
  - Print, Copy, Fax, and Color/B&W Scanning Capabilities
  - Intel® Processor
  - Copy Data Security

Copier Model #2:

<b>75 PPM MODEL NAME:</b>	Kyocera TA 8003i	
	<b>Total Cost of a 36 Month Rental</b>	<b>Total Cost of a 60 Month Rental</b>
<b>Rental Cost</b>	<b>\$4,500</b>	\$6,600.00
<b>Maintenance/Per Click</b>	0.0035	0.0035

- **36-Month or 60-Month Rental**
- **75 Page Per Minute Multifunctional Device**
- **Black & White Copy**
  - Must have data overwrite software
  - Multi-Tray Staple Finisher
  - Facsimile
  - 10.1" Smart Operation Panel
  - 220-Sheet Single Pass Document Feeder
  - Print/Scan Capabilities (NIC Included)
  - 1 x 1,550-Sheet Tandem Tray
  - 2 x 550-Sheet Paper Trays
  - 100-Sheet Bypass Tray
  - Automatic Duplex
  - Embedded Java
  - 2.0 GB RAM
  - 320 GB HDD
  - DOSS
  - HDD Encryption
  - Scan-to and Print-from USB/SD Card

#### **Part I. Scope of Work**

1. All devices must be **new current model** and in excellent working condition (**No discontinued, reconditioned, or re-manufactured models**).
2. All devices **must** utilize standard office electrical outlet (120V) without a dedicated power line.
3. Vendor will be required to make necessary provisions to ensure copier is ADA compliant. No State standard has been developed for the hardware.
4. Vendor will be responsible to either make equipment reasonably ADA accessible or furnish a replacement unit which is reasonably ADA accessible within 14 calendar days of notification.
5. Vendor will be responsible for furnishing Material Safety Data Sheets (MSDS) upon installation of machine on all supplied items or items needed to operate machine. Vendor will be responsible to incorporate into regular equipment training, safety training on all the items needed to operate equipment to both key operators and casual users.

6. Energy efficient devices are to be included in the product line offered. The State is committed to saving energy and the Vendor shall be responsible for emphasizing the energy efficient devices. Specifically:
  - a. The equipment meets Energy Star lower energy consumption standards.
  - b. The screen and monitor do not emit electrostatic and electromagnetic radiation.
  - c. The vendor does not provide equipment or components that may contain unfriendly components (chlorinated solvents, Freon, cadmium in parts of the CRT or electronic components, mercury batteries, etc.) which causes an unfriendly environment and more costly to dispose of.
  - d. Vendor must ship the product with the Energy Star low-power feature activated or enabled.
  - e. If the product is shipped without the Energy Star seal, it must include the manufacturer's certification specifying the machine is Energy Star compliant.
7. Departments may request a technical assessment of current vs desired device from a Vendor. All technical assessments shall be completed at no fee.
8. Maintenance will have 4 hours or less response time for a service call (a phone call will not be considered a response). There will be a 1-800 number to call for service. Servicing technicians must be certified on that equipment.
9. All Devices must have a sticker with the 1-800 number to call for service technicians.
10. Part of maintenance and service is assisting agencies with stapler issues and replacing toner, if needed.
11. Unit must be sheet-fed plain paper copiers capable of performing to the State's satisfaction by using recycled paper purchased for general use by the Division of Purchases.
12. The vendor must submit a consolidated and itemized invoice (base & meter charge) to include period covered and total charges each month, format must include the following for the Itemized.
13. Invoice:
  - a. State assigned machine number (ascending order)
  - b. Machine serial number
  - c. Model number
  - d. Location
  - e. Beginning reading (actual)
  - f. Ending reading (actual)
  - g. Copies made
  - h. Copies charges
  - i. Monthly charge for each machine base
  - j. Summary Totals that agree with consolidated Invoice
  - k. Invoice period

14. Copier remains the property of the Vendor. Vendor will be responsible for **ALL** taxes, fees and filing costs related to the use of the rented equipment.
15. The State will **ONLY ACCEPT** Monthly invoices with Base Rental and Monthly Readings from vendor not the Parent Company or Leasing Company.
16. Invoices must be in an excel format and supplied to the State as requested by the 5<sup>th</sup> of each month.
17. Vendor will be responsible for the total setup of equipment and accessories to make sure it is up and running to the States and customer's satisfaction to include working with States IT personnel to configure copiers to point to States e-mail server, etc.
18. The pricing includes warranty, delivery, installation, removal, training (as needed), stands, all parts, labor, service (to include network service calls), staples, toner, and any shipping/handling charges (everything to operate the equipment excluding paper). **Price to remain firm for the entire term of the rental.**
19. The Vendor will be responsible for moving the device, if an agency makes a request at no cost to the requesting agency.
20. The invoice rental will be broken down with a base rental charge and per copy charge (for color copies and black & white copies – No copies included) Invoice must be in an excel format.
21. The State will not be responsible for replacement parts or repairs from lighting strikes, power surges, etc. that could damage equipment. It will be the responsibility of the vendor to supply the proper surge protecting/power filtering device for unit that will meet their current manufacturer's specifications for protection.
22. The multifunctional digital copier must be capable of supporting the following current State connectors & software:
  - a. Capable to support TCP/IP network communication protocol.
  - b. Capable to support Ethernet connection.
  - c. Capable to supports a variety of printer languages:
    - i. Post Script
    - ii. HP
    - iii. PCL
23. ALL DATA OVERWRITE MECHANISMS MUST BE **ENABLED** UPON INSTALLATION.
24. The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have the following security features:
  - The device can be configured to clear the local hard disk between jobs if scan to hard disk functionality is used
  - All stored files are erased on demand from the hard drive after the job is complete via a configuration setting
  - The drive must be encrypted using a method compliant with FIPS 140-2
  - Web-based administration requires unique user identification and authentication. Single sign on using AD should be used so features like locking after 15 minutes of inactivity occurs.



- The device has a mechanism to lock and prevent access to the hard disk
- The device has a job retention function with a timeframe defined by the agency (preferably 24 hours or less). If a job is not printed within the timeframe, the data is erased from the hard drive.
- The user is required to input a credential at the time of creating a fax or scan or retrieving a print job. The MFD will require the authentication credential at the control panel before it will perform the activity. No other individuals other than the Administrator can access the job.
- For high volume printers the hard disk on the print spooler must be similarly secured.
- Auditing must be fully enabled and must include user, key operator, admin codes and passwords (not in clear text), enabled features and services and date and time stamps.
- The State expects that ALL the customer's data will always be protected.

25. **The rental will be broken down with a base rental charge for all features, and per copy charge (for color copies and black & white copies – NO copies included).**

26. The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

**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.

RIDER C  
EXCEPTIONS

NA

**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: <i>Kyocera Document Solutions Maine, LLC</i>		
Chief Executive - Name/Title: <i>Brian McLaughlin - President</i>		
Tel: <i>781-404-5305</i>	Fax: <i>207-878-5453</i>	E-mail: <i>brian.mclaughlin@kda-new.com</i>
Headquarters Street Address: <i>55 Bradley Drive</i>		
Headquarters City/State/Zip: <i>Westbrook, ME, 04092</i>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <i>Bill SchenThaler - Sales Manager</i>		
Tel: <i>207-712-4319</i>	Fax: <i>207-878-5457</i>	E-mail: <i>bill@detlandcomputercopy.com</i>
Street Address: <i>418 Western Ave.</i>		
City/State/Zip: <i>Augusta, ME 04330</i>		

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: <i>Bill SchenThaler</i>	Title: <i>Sales Manager</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>10/15/2020</i>



## 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>Bill SchoenRater</i>	Title: <i>Sales Manager</i>
Authorized Signature: <i>Bill SchoenRater</i>	Date: <i>10/15/2020</i>