

MA 18P 1812130000000000073
MODIFICATION

State of Maine



Master Agreement

Effective Date: 12/16/18

Expiration Date: 12/15/23

Master Agreement Description: Computer printer, scanners and associated equipment repairs

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

Jeff Cotnoir 207-624-9449 ext. Jeff.Cotnoir@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension until 12/15/2023.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000007508

Vendor Name

Axis Business Solutions

Alias/DBA

New Era Technology NH

Vendor Address Information

57 Green Street

Portsmouth, NH 03801

US

Vendor Contact Information

Laura Justham
603-294-1033 ext.
ljustham@axisbusiness.com

Commodity Information

Vendor Line #: 1
Vendor Name: Axis Business Solutions
Commodity Line #: 1
Commodity Code: 93955
Commodity Description: Computer printer, scanners and associated equipment repairs
Commodity Specifications:
Commodity Extended Description: As per the BP54 contract attached and made part of this MA

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	12/16/18	12/15/23
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

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

DocuSigned by:
Jaime Schorr 11/24/2021
6D6427754DD0450

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Jeff Forsyth 12/13/2021
73C2572C2A02454

Signature Date

Jeff Forsyth COO

Print Representative Name and Title

AdvantageME CT No: Master Agreement

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this 5th day of December, 2018, is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and Axis Business Solutions, located at 57 Green Street, Portsmouth, NH 03801, telephone number 603-294-1316, hereinafter called "Provider", for the period of December 16, 2018 to December 15, 2021. This agreement also allows for two (2) one-year extensions.

The AdvantageME Vendor/Customer number of the Provider is VS0000007508

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

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

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

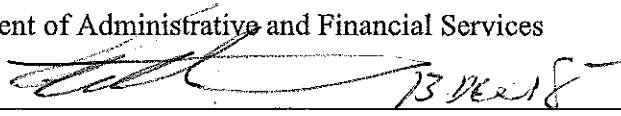
Axis Business Solutions

By:  President
Name and Title, Provider Representative

Date: 12/7/18

and

Department of Administrative and Financial Services

By:  13 Dec 18
Ande A. Smith - CIO

Total Agreement Amount: \$ Master Agreement

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

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

This agreement is a master contract, under which agencies of the State of Maine may have computer printers, scanners and associated equipment repaired. Repair parts may or may not be covered by the Manufacturers equipment warranty. State agencies, at their option, may use the contract.

Axis Business Solutions shall repair printers, scanners, plotters and related computer equipment as directed by the State of Maine. Services include:

Axis Repair Services Include:

- Guaranteed Onsite Service Next Day / 2 Day North of Augusta Me
- All Onsite Labor \$99.95 Per Service Event with No Mileage Charge
 - Devices include all printers and related devices identified by the State of Maine
- Warranty and Tier 2 maintenance/support on Scanners: \$135.00/hour with 2 hours minimum plus parts
- DCA (Data Collection Agent) Monitoring/Ticketing Software included – invoices to contain Footprints ticket number
- All Technical Support / Phone Support Calls Included at N/C
- Printer and Scanner Parts at 45% discount from MSRP
- Repairs estimated to be more than 50% of the cost of a new printer requires authorization from the state to proceed.
- All work must be done by Axis Business Solutions or their sub-contractor(s)

Terms & Conditions

This Repair Agreement covers service calls (including preventative maintenance calls upon customer request) during normal business hours 8:00 am to 5:00 pm Monday through Friday, except Holidays. Axis shall not invoice the State for parts if equipment is covered by manufactures warranty. Warranty repair service does not cover after-hour service, abuse or misuse by customer neglect, fire, flood, acts of nature, or damage resulting from service performed by personnel other than those authorized. Customer and Provider agree to use only industry approved supply products for the equipment.

If service is required due to the customer use of non-approved supplies, or equipment abuse and misuse, customer agrees to pay any additional service charges that may be incurred due to inferior or foreign supply products or equipment misuse.

If service is required due to the Provider use of non-approved supplies, or equipment abuse and misuse, Provider agrees to pay any additional service charges that may be incurred due to inferior or foreign supply products or equipment misuse.

If after-hours work is requested by customer, customer agrees to pay additional applicable charges. Customer is responsible to have proper electrical connections.

Maintenance prices are predicated on the requirement that each customer provide a Key Operator that will be responsible for designated duties in the operator's manual and to insure that the proper supplies are being installed correctly.

Exceptions:

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- Services necessitated from accident, transportation, neglect, misuse, or other than ordinary use. i.e., foreign material in unit, dropped unit etc. are not warranty repair and are charged.
- Repairs on any unit with a cracked or broken case (plastic part), cracked or damaged case or circuit board will be prima facia evidence of neglect and misuse of the equipment and will void the maintenance warranty of the unit.
- Repairs necessitated from use of any non-industry supplies.
- Toner cartridges, All Parts Maintenance kits, Drums, Transfer belts, ribbons, print wheels are consumable items and not warranty items.
- Support of operating systems, software or any hardware malfunctions caused by or related to defect in software.
- Any machine that will cost more to repair than the unit is worth, in such case, Axis will notify the customer. The customer may choose to move forward with repair, at an estimated cost, or the customer may choose to not service the equipment. An on-site Labor charge applies if Axis came on-site.
- Any machine which has been modified or a special application, if the problem exists in the modification the repair will be billed on an on-going basis. An on-site Labor charge applies if Axis came on-site.
- Any machines which the manufacturer has ceased to supply replacement parts because of which, Axis is unable to repair said machine. An on-site Labor charge applies if Axis came on-site.
- Service calls placed on equipment connected to a phone line where the problem proves to be the phone line. An on-site Labor charge applies if Axis came on-site.
- Service calls placed on equipment connected to a computer network where the problem proves to be the network connection or a software problem. An on-site Labor charge applies if Axis came on-site.
- Customer is responsible for backing up hard drives prior to service.

Invoices

Axis shall directly invoice the agency requesting the service. The agency requesting the service is responsible for work approval and payment of Axis costs.

Axis will accept credit card (state procurement card) and EFT/paper check payments.

Reporting

Axis shall collect a record of all service calls, repairs and parts usage, under warranty and not-under warranty including cost. Axis shall electronically supply this information to the State of Maine contract manager quarterly.

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RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ Master Agreement

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

As invoiced. Invoices to be issued directly to agencies.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: [Redacted]
Title: [Redacted]
Address: [Redacted]

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

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

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8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such

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subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

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

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

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

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

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21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **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.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department 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 Department 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.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

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RIDER C
EXCEPTIONS TO RIDER B

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER D

Not Required: For use at Department's Discretion

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER E

Not Required: For use at Department's Discretion

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER F

Not Required: For use at Department's Discretion

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

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

United States. Please identify state: MAINE

Other. Please identify country: _____

Notification of Changes to the Information

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

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Nick Marquis	Office/Division/Program	DAFS/OIT
Contract Amount:	\$0 (based on usage)	Contract (CT) Number:	18P 2018mmdd*xxxx
Start Date:	12/16/2018	End Date:	12/15/2021
Selected Bidder's Name, City and State:	Axis Business Solutions 57 Green Street Portsmouth, NH 03801		
Short Description of Service:	Computer Printer Repair Maintenance Services		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: 201807144 Initial contract. First renewal. Second renewal. Third renewal.

If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

If competitive quotes were obtained:

This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. *The total contract amount is \$10,000 or less; and*
- B. *If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

State of Maine Competitive Award Authorization Form

3. Review and Scoring Process.

- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.
Please attach to this document all Competitive Quotes received (not RFP proposals).

4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website:
http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc

**Signature of requesting
Department's Contract
Administrator (or other
relevant stakeholder):**



Printed Name:

Ellen Lee, Director, Vendor Management Office, DAFS/Bureau of Business Management

Date:

12/13/2018



AMENDMENT

DATE: 12/2/2021

ADVANTAGE CONTRACT #: MA 18P 181213*073

DEPARTMENT AGREEMENT #: N/A

AMENDMENT AMOUNT: \$ 0.00, Based on Usage

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

State of Maine DEPARTMENT

DEPARTMENT: Administrative and Financial Services / Office of Information Technology (OIT)

Address: 51 Commerce Drive, 4th Floor

City: Augusta

State: ME

Zip Code: 04333-0145

PROVIDER

PROVIDER: Axis Business Solutions dba New Era Technology NH

Address: 57 Green Street

City: Portsmouth

State: NH

Zip Code: 03801

Provider's Vendor Customer #: VS0000007508

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

Department of Administrative and Financial Services / Office of Information Technology (OIT)

Axis Business Solutions

DocuSigned by: [Signature] 11/19/2021

Signature Frederick Brittain, Chief Information Officer Date

DocuSigned by: [Signature] 11/19/2021

Signature Name and Title Date Jeff Forsyth COO

jeff.forsyth@neweratech.com

Amendment rev. May 2020

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

AMENDMENT

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

<input checked="" type="checkbox"/>	Amended Period:	Original Start Date: 12/16/2018 Current End Date: 12/15/2021 Amendment Start Date: 12/16/2021 New End Date: 12/15/2023 Reason: Per RFP 201807144 terms, renewing and extending contract agreement two (2) years; renewal 2 & 3.
<input type="checkbox"/>	Amended Contract Amount:	Amount of Adjustment: \$ _____ New Contract Amount: \$ _____ Reason:
<input type="checkbox"/>	Amended Scope of Work:	The Scope of work in Rider A is amended as follows:
<input type="checkbox"/>	Other:	Describe the Changes:

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

CODING

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

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

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



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

PROCUREMENT JUSTIFICATION FORM (PJF)

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 intranet site (Forms page) for additional instructions.

PART I: OVERVIEW

Department Office/Division/Program:		DAFS/OIT/Client Technology Services			
Department Contract Administrator or Grant Coordinator:		D Joy Lazore			
(If applicable) Department Reference #:		NA			
Amount: (Contract/Amendment/Grant)		\$ \$0.00, Based on Usage	Advantage CT / RQS #:		MA 18P 181213*073
CONTRACT	Proposed Start Date:	Click or tap to enter a date.		Proposed End Date:	Click or tap to enter a date.
AMENDMENT	Original Start Date:	12/16/2018		Effective Date:	12/16/2021
	Previous End Date:	12/15/2021		New End Date:	12/15/2023
GRANT	Project Start Date:	Click or tap to enter a date.		Grant Start Date:	Click or tap to enter a date.
	Project End Date:	Click or tap to enter a date.		Grant End Date:	Click or tap to enter a date.
Vendor/Provider/Grantee Name, City, State:		Axis Business Solutions (dba New Era Technology) Portsmouth, NH 03801			
Brief Description of Goods/Services/Grant:		Computer printer, scanners and associated equipment repairs.			

PART II: JUSTIFICATION FOR VENDOR SELECTION

Check the box below for the justification(s) that applies to this request. (Check all that apply.)

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

Please respond to ALL of the questions in the following sections.

PART III: SUPPLEMENTAL INFORMATION

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

Axis Business Solutions provides services to the State of Maine to maintain and repair state-owned printers including large format printers, multi-function printers and desktop printers as well as scanners deployed throughout the State of Maine.

2. Provide a brief justification for the selected vendor to supplement the response in Part II. Reference the RFP number, if applicable.

Axis Business Solutions was selected through RFP# 201807144.

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

No change in rates. Rates are per-RFP response.

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

Will be placed out to bid prior to end date of 12/15/2023.

PART IV: AMERICAN RESCUE PLAN ACT (ARPA) / MAINE JOBS & RECOVERY PLAN (MJRP)

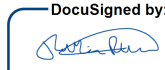

Does this request utilize ARPA/MJRP funds?

Yes – If Yes, please attach the approved Business Case(s).

No – If No, proceed to Part V.

PART V: APPROVALS

The signatures below indicate approval of this procurement request.

Signature of requesting Department's Commissioner (or designee):			
Typed Name:	Frederick Brittain Click or tap here to enter text.	Date:	11/19/2021 Click or tap to enter a date.
Signature of DAFS Procurement Official:			
Typed Name:	Joseph Zrioka Click or tap here to enter text.	Date:	11/23/2021 Click or tap to enter a date.