



**MASTER AGREEMENT CONTRACT**

**DATE:** 12/20/2022

**ADVANTAGE CONTRACT #:** 18P 22122000000000000084

**CONTRACTED GOODS and SERVICES:** Vehicle Registration Validation Sticker Printing System

**The State reserves the right to add similar goods and services to the Master Agreement if it's in the State's best interest but does not obligate the State to purchase similar noncontracted goods and services from the contracted Vendor.**

**START DATE:** 1/1/2023

**END DATE:** 12/31/2026

**This Contract, is between the following Department of the State of Maine and Vendor:**

**State of Maine DEPARTMENT**

**Department of Administrative and Financial Services, Division of Procurement Services**

**Address:** 111 Sewall Street, 4th Floor Burton Cross Office Building, SHS #9

**City:** Augusta **State:** ME **Zip Code:** 04333-0009

**VENDOR**

**Surys Inc dba Securemark Decal Corp**

**Address:** 20 Nutmeg Drive

**City:** Trumbull **State:** CT **Zip Code:** 06611

**Vendor Customer #:** VS0000007586

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.

**Department of Administrative and Financial Services**

**Surys Inc dba Securemark Decal Corp**

DocuSigned by:

*David Morris*

2A644AF5681F482...

David Morris, Acting Chief Procurement Officer  
Date 12/20/2022

DocuSigned by:

*William Mahoney*

18707D268AAB43D...

William Mahoney, C.E.O.  
Date 12/20/2022

<b>Order of Information in this Master Agreement Contract</b>
Acronyms / Definitions
Competitive Bid and Extension / Renewals
Vendor Point of Contact
Authorized MA User Information
Specifications / Scope of Services
Specification / Scope of Services Changes (If Applicable)
Cost Schedule (If Applicable)
Contract Terms and Conditions
Bid Cover Page
Debarment, Performance, and Non-Collusion Certification

### ACRONYMS/DEFINITIONS

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
Contract	Formal and legal binding agreement
MA	Master Agreement Contract
Department	State of Maine Department of Administrative and Financial Services
State	State of Maine
RFP	Request For Proposal
Validation Sticker	When vehicle registrations are renewed a sticker is provided to attach to the license plate(s) to show that the registration is valid.
Kiss Cut	The stickers are precut on each roll of sticker stock to the size of each type of sticker
Stock	Kiss cut validation sticker stock of various widths
Printer	Thermal printers
Elements	The conditions of Maine weather for the entire year or all 4 seasons
Ink	Thermal activated ink applied to each sticker with the year or month
Software	The software which drives the printers to print the variety of required stickers
Adhesive	The adhesive that attaches and holds the stickers to the license plates.

**COMPETITIVE BID AND EXTENSIONS/RENEWALS****Master Agreement Competitive Bid RFP:** 202108123

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to two (2) one (1) year extension periods.

- Initial Term
- First Renewal
- Second Renewal

**VENDOR POINT OF CONTACT**

**Vendor Contact Person:** The vendor contact person will help users place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

**Name:** Steve Edwards      **Tel:** 651-271-7901      **Email:** [sedwards3@mmm.com](mailto:sedwards3@mmm.com)

**Name:** William Mahoney      **Tel:** 203-690-3025      **Email:** [b.mahoney@surysinc.com](mailto:b.mahoney@surysinc.com)

**AUTHORIZED USER INFORMATION**

**State of Maine departments authorized to utilize this MA contract:** 29B Motor Vehicles

**Municipalities, political subdivisions and school districts** in Maine:

- Are NOT permitted to utilize this MA.

**MA SPECIFICATIONS / SCOPE OF SERVICES****A. General Requirements**

1. The vendor will provide a complete serialized sticker printing system including:
  - a. equipment,
  - b. stock,
  - c. supplies,
  - d. support and maintenance on both equipment and software.
2. All BMV stickers must be loaded into the system so the operator will be able to pick the particular sticker in the system to print/load the appropriate serialized number series and start printing.

**B. Sticker Stock:**

1. The system must include kiss cut retro reflective stock which must be available in various colors as shown in the attached specs below.
2. The required color options can be referenced by using the 3M color chart for validation stock shown below.
3. The validation stock proposed must have a "FOR OFFICIAL USE" security mark".
4. Both widths of the kiss cut stock (3 5/8" and 2 1/4" X 200 yds.) should be available in all colors shown.
5. All stock should be kiss cut with the ladder line removed.
6. The stock should have a proven track record of low temperature adherence that is 30 degrees to - 40 degrees Fahrenheit.
7. There should be no more than two (2) splices per roll.
8. Vendor will supply ADCOLITE 6000 White, permanent acrylic low temp adhesive, #90 Liner, security series with 'Official Use Only' mark embedded in sheeting at an additional cost.
9. The Retro-Reflective material should be supplied on rolls of 600 Yds each.
10. Rolls should be supplied in both Double Wide (2up) and Single Wide (1up) formats.
11. Rolls should not exceed 8.25" in Diameter.

**C. Stickers:**

1. The validation stickers must be one (1) inch high and one and one half (1 ½) inches wide.
2. Single stickers must run on the 2 ¼" stock, which will be used to produce the single kiss cut stickers 1.5" wide x 1.0" high with .375" between head & foot.
3. Single sticker rolls must contain 6,400 decals of standard Validation.
4. Doubles (pairs) stickers must run on the 3 5/8" stock which is used to produce double (paired) stickers 3.125" wide x 1.0" high with .375" between head & foot.
5. Double sticker rolls must contain 12,800 decals of standard Validation Decals.
6. All Decals/material must be warranted for at least 2 full years in use.

**D. Equipment:**

1. The vendor will supply four (4) thermal printers, each equipped with an external unwind mandrel, an in-line cutter and receiving tray.
  - a. The receiving trays must be designed to keep the stock in neat and serialized order.
2. All equipment must be on a full maintenance and/or replacement program.
3. The Bureau of Motor Vehicles will provide the associated computers needed.
4. The thermal printers should be Honeywell/DataMax I-Class, 1-4606 Mark II Industrial thermal transfer printer or equivalent.
5. Printer specifications:
  - a. 4 - 4" Menu Driven, Parallel, USB or LAN Connections.
  - b. Industrial Series with DataMax, std cutter kit, 10 MLitem DPO78-229-01 or equivalent for all I-class printers
  - c. Cutter should run in sync with the printer.
  - d. Through the printer's menu cutter can be programed in exact increments.

- e. Printer must sense the gap, stops, and cuts and retract to leading edge per the operator's settings.
- f. Printhead must be thermal transfer
- f. Media roll width must be: 25.4 mm to 118.1 mm (1.0 in to 4.7 in)
- g. Maximum print width must be: 105.7 mm (4.16 in)
- h. Print speed must be I-4606: 152 mms (6 ips), 24 mmpps (600 dpi)
- i. Ethernet must be:
  - 1. Wired LAN 10/100,
  - 2. W-LAN with WPA2 security protocol,
  - 3. 2 USB Host Ports and
  - 4. SDIO, GPIO interface card
- j. Resin Ribbons must be included in the bid.
- k. 2 printers must be configured for Validation Decal
- l. 1 printer must be configured for Special Decals.
- m. 1 printer must be set up as back up or spare set up which must be activated remotely in the event of a printer failure.

**E. Training:**

All training must be included for equipment, software, system etc. at the time of installation and anytime new BMV employees are hired in the printer position.

**F. Supplies:**

- 1. All supplies must be included.
- 2. Replacement parts as required.

**G. Software:**

- 1. Software Must be:
  - a. Seagul, Bartender Label SNVITEM BT- PRO for Windows, PRO Edition on demand thermal printing for serialization or equivalent.
  - b. Bartender Professional which includes all label-design and data-processing features.
  - c. Modified Software with pre-formatted labels loaded for ease of setup.
  - d. Data Base Logging allowing for stop and start.
  - e. Data Base reporting for decal assignment
  - f. Data Base can be used to generate reports as required.

**H. Support:**

- 1. Support must include repair, replacement and or in person service and must be included on equipment, software, system etc.
- 2. Software support can be done remotely.

**I. Maintenance:**

- 1. Maintenance must be included on all equipment, software, system etc.
- 2. Maintenance must include repair, replacement and or in person service.
- 3. Software support can be done remotely.

**J. System:**

- 1. The system must 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.
  - a. 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.
  - b. The 4th thermal printer is to be set up to print from 2 superset rolls of stock two, and one quarter (2 ¼) inches wide with a spacer between each roll.

- c. This machine will also be equipped with an external unwind mandrel, a cutter and a receiving tray designed to receive the stickers from each roll separately keeping each stack neat and in serialized order.
2. The awarded vendor must demonstrate at least two fully equipped thermal printers as requested over a one-to-two-day period to represent the systems in real time operation, at the vendor's expense.
  - a. One printer must be set up to print using 3 5/8-inch stock to print actual validation stickers in pairs with the same serial number on each pair.
  - b. The second printer must be set up to demonstrate printing actual stickers from 2 superset rolls of stock two and one quarter (2 ¼) inches wide with a spacer between each roll.
  - c. Both printers must be set up with a cutter and a working receiving tray as described above.

### **All Inclusive Registration Validation Sticker Printing System**

#### **SURYS Material**

##### **Decals:**

Material: ADCOLITE 6000 White, permanent acrylic low temp adhesive, #90 Liner, security series with 'Official Use Only' mark embedded in sheeting

All singles - 1.5" wide x 1.0" high with .375" between head & foot

All doubles (pairs) - 3.125" wide x 1.0" high with .375" between head & foot

SURYS prefers to manufacture with matrix removed for best leading-edge sensing and cutting performance but will produce per customer's specifications.

Sheeting Color will be either internally or surface coated depending on specific color quantity (small orders will be surface coated). All colors submitted by the Department can be color matched.

#### **General description of the software and what**

**it does:** SEAGULL,

BARTENDER

LABEL SNVITEM

BT- PRO

FOR WINDOWS, PRO EDITION,

On demand Thermal Printing for serialization

BarTender Professional includes all label-design and data-processing features needed by

most labeling professionals and first-time label designers. Contains all the data sourcing most users will ever need. BarTender Professional Edition licensing is based on a single use workstation on which BarTender will be installed. (There are no restrictions on the number

of printers that the BarTender Professional Edition can use.)

**SURYS Software:**

Software has been modified to include State of  
Maine Branded Screens Pages: See below:

Modified Software with per-formatted labels loaded for ease of setup. Data Base Logging allowing for stop and start.

Data Base reporting for decal assignment

Data Base can be used to generate reports as required.

**General description of the thermal printers.**

Honeywell I-Class Mark II Industrial Printer or Equivalent

I-Class I-4606 Mark II mid-range industrial barcode printers have the speed and rugged durability you need for high-productivity applications in shipping and receiving, product identification, pharmacy labeling and asset tracking. With a legendary reputation in the industry as a high-quality printer, I-Class Mark II printers are competitively priced, reliable, and easy to integrate. I-Class Mark II printers are loaded with many standard features, including a fast processor, large memory, and a wide selection of communication ports. Plus, the IntelliSEAQ™: print head features a durable coating, better abrasion resistance, and longer life. I-Class Mark II printers are versatile, too. Use them in a wide variety of industrial applications with a range of media compatibility, connectivity, emulation support and options.

Specifications:

- Printhead: Thermal transfer
- Media roll width: 25.4 mm to 118.1 mm (1.0 in to 4.7 in)

- Maximum print width: 105.7 mm (4.16 in)
- Print speed: I-4606: 152 mms (6 ips), 24 mmps (600 dpi)
- Ethernet-wired LAN 10/100, W-LAN with WPA2 security protocol, 2 USB Host Ports and SDIO, GPIO interface card
- Included Resin Ribbons: Thermal Transfer resin ribbon generates extremely durable images that readily endure outdoor exposure to rain, snow, and ultraviolet light for three years or more. Its highly abrasion-resistant printed images survive extremely challenging environments where labels are subject to heavy wear.

#### **SURYS System:**

4 - DATAMAX THERMAL TRANSFER PRINTER I-Class, 1-4606, 4" Menu Driven, Parallel, USB or LAN Connections. Industrial Series

DATAMAX, STD CUTTER  
KIT, 10 MLITEM DPO78-2295-01  
FOR ALL I-CLASS PRINTERS

Cutter runs in sync with Printer. Through the printer's menu you can program the cutter in exact increments. Software does not 'see' the cutter, but the Printer does work well whereas it senses the Gap, stops, and cuts and retracts to leading edge per the operator's settings.

The above includes Training, Support and replacement parts as required.

- 2 - printers will be configured for Validation Decals
- 1- Printer will be configured for Special Decals.
- 1- One additional printer will remain in Maine as a spare and will be activated in the event of failure of one of the on-line printers. The off-line printer will be returned to Surys for repair or replacement.

#### **General description of the stock.**

Material Specification from SPECIFICATION FOR LICENSE PLATE VALIDATION SHEETING

WITH "OFFICIAL USE ONLY" SECURITY MARKS from March 2019 is still relevant.

#### **Surys Material**

Retro-Reflective material is to be supplied on rolls of 600 Yds each.

Rolls are supplied in both Double Wide (2up) and Single Wide (1up) formats

Rolls should not exceed 8.25" in Diameter.

Double rolls contain 12,800 decals of standard

Validation Decals. Single rolls contain 6,400 decals of

standard Validation Decals.



**TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT**: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **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.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, 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.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract 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.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract 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.
6. **SUB-AGREEMENTS**. Unless provided for in this Contract, 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 Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract 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.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract 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 Contract, 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 Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract 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.
  - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
  - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract 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.
9. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.

10. 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 Contract 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 Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider 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 Provider 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 Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract 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 date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract 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 Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. 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 Contract 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 Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

Rider C Exceptions  
Rider B Terms and Conditions  
Rider A Scope of Work  
Payment Rider  
Rider D Included at Department's Discretion  
Rider E Included at Department's Discretion

Rider F Included at Department's Discretion  
Rider G Identification of Country in which contracted work will be performed  
Business Associate Agreement included at Department's Discretion  
Other Included at Department's Discretion

22. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.
23. **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 Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, 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.
24. **ENTIRE CONTRACT.** This document contains the entire Contract 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 Contract 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 Contract, or to exercise an option or election under the Contract, 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 Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- 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.


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

**BID COVER PAGE**

Bidder's Organization Name: Surys Inc.		
Chief Executive - Name/Title: CEO		
Tel: 203-690-3025	Fax:	E-mail: b.mahoney@surysinc.com
Headquarters Street Address: 20 Nutmeg Dr		
Headquarters City/State/Zip: Trumbull, CT 06611		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Stacy DeJulio Customer Service Rep		
Tel: 203-690-3621	Fax:	E-mail: s.dejulio@surysinc.com
Street Address: 20 Nutmeg Dr		
City/State/Zip: Trumbull, CT 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 Mahoney	Title: CEO
Authorized Signature:  18707D268AAB43D...	Date: 12/20/2022

**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:*

- d. 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.*
  - e. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
    - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
    - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
    - vii. 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*
    - viii. 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.*
  - f. 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 Mahoney	Title: CEO
Authorized Signature: 	Date: 12/20/2022