

MA 18P 22030400000000000085  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 04/01/22

**Expiration Date:** 03/31/26

**Master Agreement Description:** Printing Services Statewide Master Agreement

**Buyer Information**

Martha Verhille 207-624-9842 ext. MARTHA.A.VERHILLE@MAINE.GOV

**Issuer Information**

Martha Verhille 207-624-9842 ext. MARTHA.A.VERHILLE@MAINE.GOV

**Requestor Information**

Martha Verhille 207-624-9842 ext. MARTHA.A.VERHILLE@MAINE.GOV

**Agreement Reporting Categories**

**Reason For Modification:** Renewal #1 to 3/31/2026

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000018141

**Vendor Name**

THE COPY CENTER

**Alias/DBA**

**Vendor Address Information**

1921 U S RT 202

WINTHROP, ME 04364

US

**Vendor Contact Information**

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

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** THE COPY CENTER

**Commodity Line #:** 1

**Commodity Code:** 96600

**Commodity Description:** Printing Services Statewide Master Agreement

**Commodity Specifications:**

**Commodity Extended Description:** To establish a Statewide Master Agreement for printing services to include delivery/pick-up services in the Augusta, Gardiner and Hallowell areas.  
Initial Contract Term: 4/1/22 - 3/31/24.  
Renewal #1: 4/1/24 - 3/31/26  
See attached file for detailed specifications, instructions, and terms and conditions.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	04/01/22	03/31/26
<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

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:  
*David Morris* 10/4/2024  
-----  
Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:  
*Peter McCarthy* 10/4/2024  
-----  
Signature Date

Peter McCarthy president  
-----

Print Representative Name and Title

**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"/>	Appendix A - Bid Cover Page
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Appendix D – Signed Confidentiality Agreement
<input checked="" type="checkbox"/>	Certificates of Insurance
<input checked="" type="checkbox"/>	Vendor Rate Sheet

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

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

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

**Master Agreement Term**

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

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

The term of the contract is defined as follows:

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

**Printing/Finishing Requirements:**

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

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

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

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

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

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

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

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

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

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

**Proofs:** Proofs are required.

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

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

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

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

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

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

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

**Security Requirements:**

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

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



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

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

**Insurance Requirements:** The vendor shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the vendor, its agents, representatives, employees, or subcontractors. The insurance shall be secured by the vendor, at the vendor's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

### **Minimum Coverage**

1. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

A) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;

B) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;

C) Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$1,000,000, and payable, whether incurred by the Department or the Vendor; for and on behalf of the Department, including, but not limited to:

- C.1) Consumer notification, whether or not required by law;
- C.2) Forensic investigations;
- C.3) Public relations and crisis management fees; and
- C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Vendor's technology services, or an error, or omission, in the content of, and information from, the Vendor. If a sub-limit

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

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

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

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

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

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

1. The Vendor's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Vendor's insurance and shall not contribute to it.

2. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. The Vendor shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

4. All policies should contain a revised cancellation clause allowing thirty (30) days' notice to the Department in the event of cancellation for any reason, including nonpayment.

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

## STATE OF MAINE

### GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

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 “Office” shall refer to the State of Maine Office of State Procurement Services.
  - 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 Office, 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 Office 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 Office 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 Office 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 Office.

**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 Office, 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 Office'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 Office'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 Office. 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 Office, 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 Office 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 Office for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Office.

**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 any errors or 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 Office.

**9. ALTERATIONS:** The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, 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 Office 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 on account 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 Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office 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 Office 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 Office 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 Office'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 Office 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 Office 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 Office.

**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.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

**23. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** 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. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.



**Appendix A**

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

**MA 18P 2203040000000000085**

**Master Agreement for Statewide Printing Services**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: <u>THE COPY CENTER PLUS</u>		
Chief Executive - Name/Title: <u>PETER MCCARTHY - President</u>		
Tel: <u>207 623-1452</u>	Cell: <u>207 441-3550</u>	E-mail: <u>Peter@THECOPYCENTERPLUS.COM</u>
Headquarters Street Address: <u>1921 US RT 200</u>		
Headquarters City/State/Zip: <u>WINTHROP ME 04364</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Cell:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

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

Name: <u>Peter McCarthy</u>	Title: <u>PRESIDENT</u>
Authorized Signature: <u>[Signature]</u>	Date: <u>10/1/24</u>

### Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: <i>PETER MCCARTHY</i>	Title: <i>PRESIDENT</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>10/1/24</i>

**Appendix D**

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

**MA # 18P 2203040000000000085  
Printing Services**

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

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

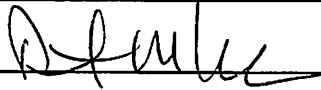
- 1. All printed material, hard copy, or electronic, including all masters, make ready's, originals, etc., are the property of the ordering agency and are to be treated confidential in all cases.**
- 2. All over runs of confidential print work, such as law briefs, Legislative work, or any printed material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

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

Dated: 10/1/24 Provider: THE COPY CENTER

By: Peter MCCARTHY

Title: President

Signature: 



# The Copy Center

Bidders Price List

RFQ # 18P 22020300000000000187

2022

## Appendix G

### Printing prices

#### Color Copies

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

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

#### Black only

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

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

\*\* color stock prices does not include bright hue colors

#### NCR printing per

2pt
3pt
4pt

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

#### Pre-press Design w/ Pre-press Design work

\$50 per hour with \$10 minimum
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Appendix G (CONT.)

**Bindery Services    Bindery Services**

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

<b>Mailing Sevices</b>	
setup	20.000
address ea	0.030
tab each	0.030

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

# The Copy Center

Bidders Price List

RFQ # 18P 22020300000000000187

2022

## Apendix G

### Printing prices

#### Color Copies

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

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		**
0.13	0.16	0.17
0.09	0.12	0.13
0.16	0.19	0.21
0.12	0.16	0.18
	0.00	
0.24	0.29	0.26
0.20	0.23	0.21

#### Black only

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

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

\*\* color stock prices does not include bright hue colors

#### NCR printing per

2pt
3pt
4pt

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

Pre-press Design w/ Pre-press Design work

\$50 per hour with \$10 minimum



Appendix G (CONT.)

**Bindery Services      Bindery Services**

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

<b>Mailing Sevices</b>	
setup	20.000
address ea	0.030
tab each	0.030

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