

MA 18P 2205130000000000128
MODIFICATION

State of Maine



Master Agreement

Effective Date: 06/01/22

Expiration Date: 05/31/25

Master Agreement Description: Master Agreement for Gold Seal Business Cards -Foil Embossed

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: Date Extension thru 5/31/2025 with price increase per lot.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000017169

Vendor Name

Envelopes & Printed Products, Inc.

Alias/DBA

Vendor Address Information

135 Fairview Avenue

Prospect Park, NJ 07508

US

Vendor Contact Information

William Higgins
973-942-1232 ext.
envelopro@aol.com

Commodity Information

Vendor Line #: 1

Vendor Name: Envelopes & Printed Products, Inc.

Commodity Line #: 1

Commodity Code: 96607

Commodity Description: Master Agreement for Gold Seal Business Cards -Foil Embossed

Commodity Specifications:

Commodity Extended Description: Master Agreement for Business Cards
- Gold Seal, Foil Embossed.
This is a Statewide Master Agreement for Gold Seal Business Cards. Specifications,
Terms and Conditions are attached.

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 5	Free On Board FOB Dest, Freight Prepaid	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name EPP Gold Seal 2022	Discount 0.0000 %	
	Discount Start Date 06/01/22	Discount End Date 05/31/25

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 12/19/2024
2A644AF5684F482
Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

Signed by:
William Higgins 12/19/2024
F00C21324F5249B...
Signature Date

William Higgins President & CEO

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 type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department’s Discretion

RIDER A
Scope of Work and/or Specifications
MA 18P 220513*0128

Master Agreement for Business Cards
Gold Seal – Foil Embossed

Scope: To establish one Master Agreement (MA) for the printing of Gold Seal Business Cards on an “as needed” basis for all State Agencies.

Master Agreement Term: June 1, 2022 through May 31, 2023

Renewal Period #1: June 1, 2023 through May 31, 2025

Contract Renewal: Following the initial one-year term of the contract, the Division may opt to renew the contract for two (2) renewal periods of two (2) years each, subject to continued availability of funding and satisfactory delivery/performance.

Period	Start Date	End Date
Initial Period of Performance	6/1/2022	5/31/2023
Renewal Period #1	6/1/2023	5/31/2025
Renewal Period #2	6/1/2025	5/31/2027

Vendor Contact Person: The vendor contact person will help consumers 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:

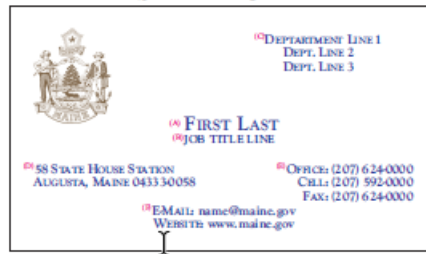
Name: William Higgins **Tel:** (973) 942-1232 **Email:** envelopro@aol.com

Specifications:

Finished Size: 3-1/2” x 2”, printed one or two sides

Paper Stock: 80 lb. White Rolland Opaque Recycled Cover Stock (or approved equivalent).

Type Style: State Government format (see sample below) Goudy Hand Tooled. All State Agencies are to comply with this format.

SAMPLE CARD

Ink: The **Gold Seal Business Cards** are to be **flat print only**, one or two sides, with **Reflex Blue or Black ink only**. Cards **MUST** have a **Gold Foil Embossed State of Maine Seal** in the upper left corner. The State of Maine owns the printing die for the Gold Seal Stock (8-up) and will supply the die to the successful vendor (if needed). The successful vendor will be required to make arrangements to pick up the die at the Division of Procurement Services in Augusta, Maine once it has been returned by the current vendor. The die will remain with the vendor until the end of the contract. The vendor will be responsible for returning the die to the Division of Procurement Services when the contract has ended.

Quantities: All Cards will be ordered in exact quantities of 250, 500 or 1000 cards.

Packaging: All business cards **MUST** be packaged in **rigid business card boxes** in uniform quantities (250, 500, or 1000).

Order Method: Delivery Orders (DO) will be created in AdvantageME for all orders against the Master Agreement (MA) unless the State of Maine Procurement Card is used for payment. Delivery Orders will be e-mailed by the using agency to the Vendor as a PDF file.

If a State of Maine Procurement Card (P-Card) is used for payment, a DO will NOT be issued, and agency will use an alternate method of ordering (email, telephone, etc.). Agency will call vendor with procurement card information.

Proofs: Vendor to provide proof on all cards prior to printing. Proof with the original copy is to be sent to the requesting agency. Proof **MUST** be furnished within one calendar week after receipt of order.

Delivery: To be delivered/shipped to various locations throughout the State of Maine. Prices are to be FOB delivered. Prompt delivery is required. Delivery **MUST** be within 5 – 10 working days after receipt of order.

Price: Price is to be per LOT. Lots consist of 250, 500 or 1000 business cards. Price is to be **all-inclusive**. Price is to include all delivery, shipping and /or mailing costs (major portion of deliveries are within the Augusta, Maine area), all typesetting/set-up charges, and all prices are to remain firm throughout the contract.

Invoicing: Vendor is to invoice each agency individually per shipment. Vendor is to reference the Delivery Order (DO) number on all invoices. **Do not** invoice for more than

the number of cards **requested**. Cards must be invoiced in lots of 250, 500 or 1000 as specified.

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 due by the 5th working day of each month on what was purchased during that month. The agency must be listed as well as a description of the cards, how many cards purchased, and the amount of money.

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.

Cancellation Clause: The Director of the Division of Procurement Services reserves the right to cancel this contract with a thirty (30) day written notice or cancel immediately due to non-compliance with terms & conditions of contract.

Extension Clause: The Director of the Division of Procurement Services reserves the right to extend this contract period beyond the indicated expiration date for up to two (2) additional renewals with the consent of the contractor.

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 “OSPS” shall refer to the State of Maine Office of State Procurement Services.
 - e. The term “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” 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 Provider.

2. **WARRANTY. The Provider 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 OSPS, 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 Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider 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. OSPS shall give written notice of observed defects with reasonable promptness.

3. **TAXES.** Provider 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. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS 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 OSPS.

STATE OF MAINE | GENERAL TERMS & CONDITIONS

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 Provider's deliveries fail to meet such schedule, OSPS, 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 Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider 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 OSPSO'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 Provider 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 OSPS. If the Provider'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 Provider 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 Provider to meet the required delivery schedule.
6. **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.
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. OSPS, 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 Provider's expense. OSPS 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 Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider'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 OSPS.

STATE OF MAINE | GENERAL TERMS & CONDITIONS

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 OSPS.
9. **MODIFICATIONS.** OSPS 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 Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider 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.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Provider fails to deliver specified materials or services, or
 - c. If Provider fails to perform any of the provisions of this Agreement, or
 - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Provider 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 OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. **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.

- 12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. 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 the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. DISPUTES.** OSPS 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. OSPS 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 Provider.
- 15. 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 the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 16. 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.
- 17. NON-COLLUSION.** 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 of this Contract.

And, the Provider has 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 | GENERAL TERMS & CONDITIONS

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. 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.

19. 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

20. 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](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. 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](#).

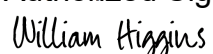
Debarment, Performance, and Non-Collusion Certification

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: william Higgins	Title: President & CEO
Authorized Signature: 	Date: 12/19/2024

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
GSBC1S250	Envelopes & Printed Products, Inc.	Bus.Card Gold Seal 250 ea 1-Side Blue or Blk	Printed one side, Reflex Blue or Black ink, Accent Opaque 80 lb. White Cover	LOT	\$69.00	5
GSBC2S250	Envelopes & Printed Products, Inc.	Bus.Card Gold Seal 250 ea 2-Side Blue or Blk	Printed two sides, Reflex Blue or Black ink	LOT	\$74.00	5
GSBC1S500	Envelopes & Printed Products, Inc.	Bus.Card Gold Seal 500 ea 1-Side Blue or Blk	Printed one side, Reflex Blue or Black ink	LOT	\$89.00	5
GSBC2S500	Envelopes & Printed Products, Inc.	Bus.Card Gold Seal 500 ea 2-Side Blue or Blk	Printed two sides, Reflex Blue or Black ink	LOT	\$104.00	5
GSBC1S1000	Envelopes & Printed Products, Inc.	Bus.Card Gold Seal 1000 ea 1-Side Blue or Blk	Printed one side, Reflex Blue or Black ink	LOT	\$109.00	5
GSBC2S1000	Envelopes & Printed Products, Inc.	Bus.Card Gold Seal 1000 ea 2-Side Blue or Blk	Printed two sides, Reflex Blue or Black ink	LOT	\$124.00	5