

MA 18P 24030700000000000084
MODIFICATION

State of Maine



Master Agreement

Effective Date: 05/30/24

Expiration Date: 05/29/25

Master Agreement Description: New Lexmark Printers/Copiers/Fax and Maintenance Agreement

Buyer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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Issuer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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Requestor Information

Dalton Berube	207-624-9625	ext.	Dalton.Berube@Maine.gov
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Agreement Reporting Categories

Reason For Modification: Changed start and end dates to 5/30/2024-5/29/2025.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000011635

Vendor Name

BUDGET BUSINESS MACHINES INC

Alias/DBA

BUDGET DOCUMENT TECHNOLOGY

Vendor Address Information

251 GODDARD RD

LEWISTON, ME 04241-2322

US

Quantity	UOM	Unit Price
0.00000		0.000000

Free On Board

0

Contract Amount**Service Start Date****Service End Date**

0.00

03/26/24

03/25/25

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

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

7/17/2024

2A644AE56821E482

Signature

Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:

Tom Ouellette

7/16/2024

D00BB940D5974EC

Signature

Date

Tom Ouellette

President

Print Representative Name and Title

DocuSigned by:

Nicholas Marquis

7/16/2024

A29C99359A37464...

Signature

Date

Nicholas Marquis

Acting CIO.

RIDERS

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

RIDER A

Scope of Work and/or Specifications

This master agreement is for 22 new multi-functional devices (MFD) (network printers/copiers/Fax (configurable as desired)) and a maintenance agreement. Maine Revenue Services (MRS) requires Lexmark models because they are the only product that works with the MRS Print Release product. Print Release is a print management product that allows for the release of prints at the printer as well as direct scan to email. Print release is a security compliance product required for meeting Pub 1075 requirements.

MRS devices are set up to function with Lexmark Print Release. Budget Document Technology (the Provider) will be responsible for unpacking and installation of the new devices. All shipping and handling costs for delivery to Portland, Maine or Augusta, Maine must be included at no additional cost.

As part of the equipment purchase, MRS is seeking to purchase an annual contract for maintenance and support including parts, repairs and all other costs related to all MFD maintenance and service at these locations:

- Portland office - (1) device at location-135 Presumpscot Street, Portland, Maine
- TSI Office - (2) devices at location- 442 Civic Center Drive Augusta Maine Suite #400
- Main Office - (19) devices at location- 51 Commerce Drive, Augusta, Maine

The Provider will be expected to provide all maintenance and support including parts, repairs and all other cost associated with running the printers. Excluding Toner, Staples, Paper and all associated connections between the devices and Maine Revenues network. Support and repair technicians will be located within thirty (30) miles of 51 Commerce Drive, Augusta, Maine. All support and repair work will be performed between 8:00 a.m. – 5:00 p.m. on days when MRS is open for business. All support and repair technicians will sign a Confidentiality Agreement and be accompanied by a state employee while on site at any of the above locations. MRS also expects the Provider to carry an inventory of non-toner consumables/parts including fusers, maintenance kits, for use in repairing and maintaining the MFDs.

All equipment must be from an Authorized Lexmark Reseller (Lexmark Partner or other Lexmark Designation) and delivered within 14 calendar days from the receipt of order.

The anticipated term of this contract is as follows:

Period	Start Date	End Date
Initial Period of Performance	3/26/2024	3/25/2025
Renewal Period #1	3/26/2025	3/25/2026
Renewal Period #2	3/26/2026	3/25/2027
Renewal Period #3	3/26/2027	3/25/2028
Renewal Period #4	3/26/2028	3/25/2029
Renewal Period #5	3/26/2029	3/25/2030

The State will determine at the end of each renewal period whether to renew the master agreement.

MRS will trade its devices without memory/local hard drives. MRS requires that the Provider pick up used equipment at the locations specified in the Instructions for Completing Technical Specifications from RFQ 18F 2401310000000000174. The Provider is also responsible for removal of the memory/hard drives.

Rider B

Terms and Conditions

1. DEFINITIONS: The following definitions are applicable to these standard terms and conditions:

- a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
- b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
- c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
- d. The term "Division" shall refer to the State of Maine Division of Purchases.
- e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
- f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. WARRANTY: The Contractor warrants the following:

- a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
- b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
- c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is

available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this 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 Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed 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 Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services

similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims

and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

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. ACCESSIBILITY: All IT products must be accessible to persons with disabilities, and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>).

24. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures ([Policies & Standards | Maine IT](#)) effective at the time this Agreement is executed.

Appendix A

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

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <i>BUDGET DOCUMENT TECHNOLOGY</i>		
Chief Executive - Name/Title: <i>TOM OUELLETTE President</i>		
Tel: <i>207-782-1427</i>	Fax: <i>207-777-6377</i>	E-mail: <i>TOUELLETTE@BDTME.COM</i>
Headquarters Street Address: <i>251 GODDARD RD</i>		
Headquarters City/State/Zip: <i>LEWISTON ME 04240</i>		
(provide information requested below if different from above)		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	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: <i>TOM OUELLETTE</i>	Title: <i>PRESIDENT</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>02-26-2024</i>

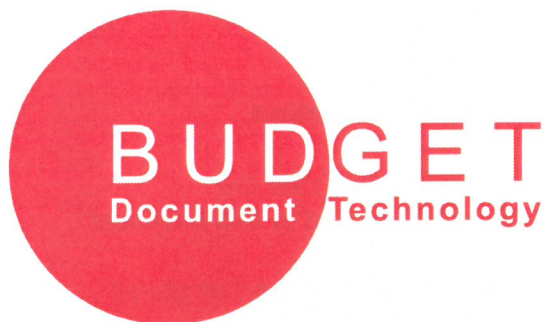
Debarment, Performance, and Non-Collusion Certification

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

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

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

Name: <i>Tom OUELLETTE</i>	Title: <i>PRESIDENT</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>02-26-2024</i>



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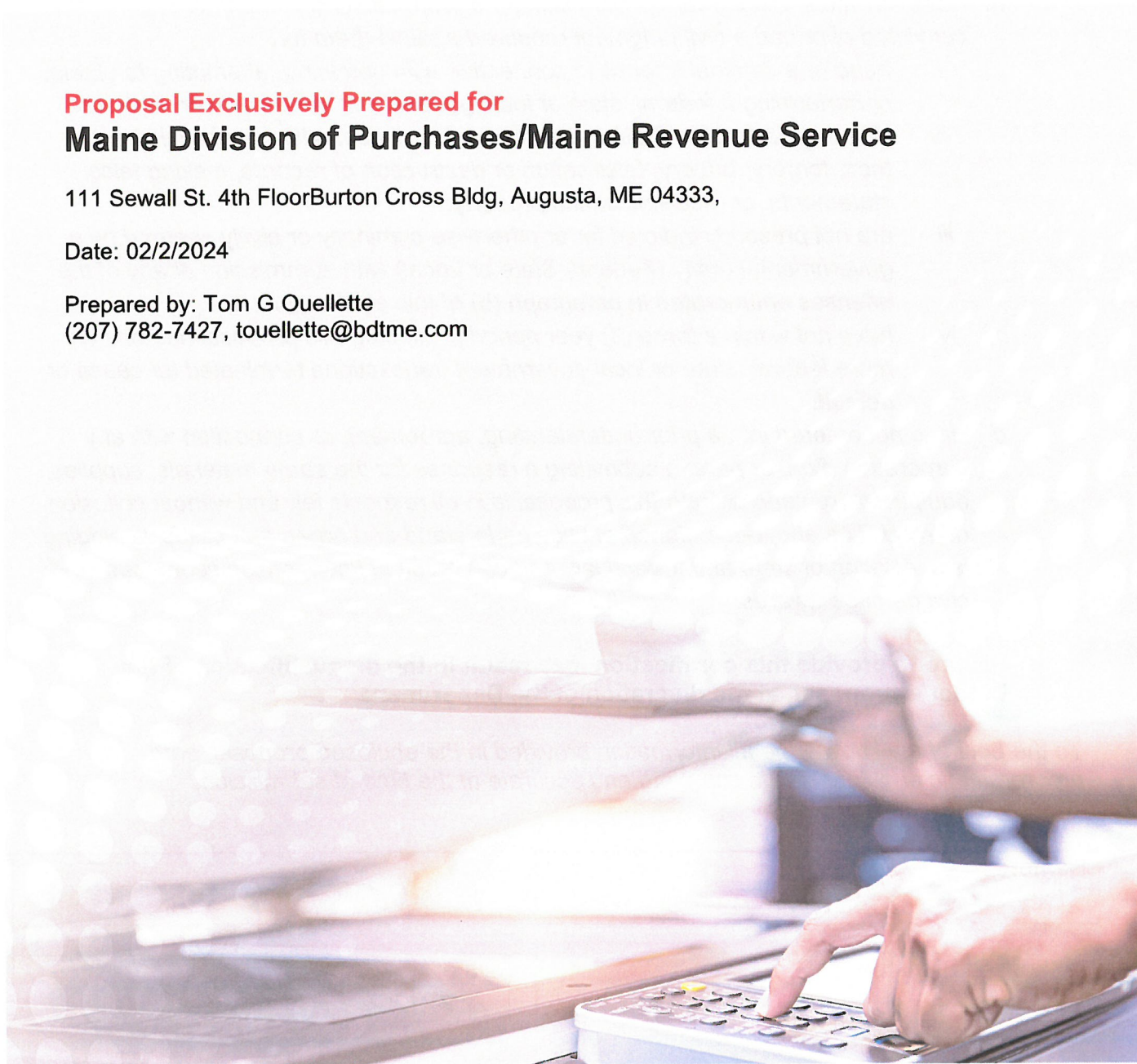
Local offices in:
Maine | New Hampshire | Massachusetts

**Proposal Exclusively Prepared for
Maine Division of Purchases/Maine Revenue Service**

111 Sewall St. 4th FloorBurton Cross Bldg, Augusta, ME 04333,

Date: 02/2/2024

Prepared by: Tom G Ouellette
(207) 782-7427, touellette@bdtme.com



RFQ # 18f 24013100000000000174

Budget Document Technology is pleased to offer the following acquisition plan(s) for: Maine Revenue Service

Maine Division of Purchases
111 Sewall St. 4th FloorBurton Cross Bldg, Augusta, ME 04333

Date: 02/26/2024

EQUIPMENT

Qty	Manufacturer	Model	Description
17	Lexmark	CX860dte	Color Large Workgroup Multi-Function Printer Up To 60 PPM
5	Lexmark	CX944adxse	Color Large format Multi-Function Printer Up to 65PPM

Quoted per RFQ bid specs

Maintenance Contract per rfq requirements

Offered at \$11,619.00 annually with up to 5 renewal periods

Gold Service & Supply Agreement is offered at the above quoted rates. It includes all , labor, machine parts and preventative maintenance supplies including drums, and fuser unit kits. Toner, Staples and paper are excluded from replacement.

Purchase price (17) CX860dte AND (5) CX944adxse					\$235,361.00

Warranty one year from installation on labor excludes all consumable supplies, and pm kits
Note MRS was changed from CX860 to CX944 due to 11x17 requirements per Q&A

Certificate Of Completion

Envelope Id: E77A7181016449A5B9F1D925903BBA9E
Subject: Complete with DocuSign: Master Agreement Contract.pdf
Source Envelope:
Document Pages: 17
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Justin Franzose
Justin.Franzose@maine.gov
IP Address: 66.66.228.90

Record Tracking

Status: Original
4/17/2024 2:48:29 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Justin Franzose
Justin.Franzose@maine.gov
Pool: StateLocal
Pool: State of Maine - Office of Information Technology

Location: DocuSign

Location: DocuSign

Signer EventsSignatureTimestamp

Nicholas Marquis
Nicholas.Marquis@maine.gov
Acting CIO.
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 3/19/2020 4:08:05 PM
ID: c2ebd188-7365-433c-86b7-9666d7245ebd

DocuSigned by:
Nicholas Marquis
A29C99359A37464...

Signature Adoption: Pre-selected Style
Using IP Address: 198.182.163.121
Signed using mobile

Sent: 4/17/2024 2:57:23 PM
Viewed: 4/17/2024 3:13:46 PM
Signed: 4/17/2024 3:14:12 PM

David Morris
David.Morris@maine.gov
Acting Chief Procurement Officer
State of Maine - Office of Information Technology
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:
David Morris
2A644AF5681F482...

Signature Adoption: Pre-selected Style
Using IP Address: 64.39.89.42

Sent: 4/17/2024 3:14:14 PM
Viewed: 4/17/2024 3:25:03 PM
Signed: 4/17/2024 3:25:34 PM

In Person Signer EventsSignatureTimestamp

Editor Delivery EventsStatusTimestamp

Agent Delivery EventsStatusTimestamp

Intermediary Delivery EventsStatusTimestamp

Certified Delivery EventsStatusTimestamp

Carbon Copy EventsStatusTimestamp

Witness EventsSignatureTimestamp

Notary EventsSignatureTimestamp

Envelope Summary EventsStatusTimestamps

Envelope Sent

Hashed/Encrypted

4/17/2024 2:57:23 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/17/2024 3:25:03 PM
Signing Complete	Security Checked	4/17/2024 3:25:34 PM
Completed	Security Checked	4/17/2024 3:25:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Maine Office of Information Technology (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Maine Office of Information Technology:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kendra.l.coates@maine.gov

To advise Carahsoft OBO Maine Office of Information Technology of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kendra.l.coates@maine.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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