

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 04/01/18**Expiration Date:** 03/31/20**Master Agreement Description:** Master Agreement for Gold Seal Business Cards**Buyer Information**

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information

DEBBIE JACQUES 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Requestor Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Agreement Reporting Categories

1. Recycled

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 the Gold Seal Business Cards

Commodity Specifications:

Commodity Extended Description: To establish a Master Agreement for the Printing of Gold Seal Business Cards. Initial Agreement Period: April 1, 2018 through March 31, 2019. First Extension: April 1, 2019 through March 31, 2020. All specifications, terms and conditions are attached and made part of this MA.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

5

Free on Board

FOB Dest, Freight Prepaid

Contract Amount

\$0.00

Service Start Date

Service End Date

Catalog Name

Gold Seal EPPI

Discount

0.0000 %

Discount Start Date

04/01/18

Discount End Date

03/31/20

GOLD SEAL BUSINESS CARDS
Envelopes & Printed Products, Inc.
MA 18P 1803300000000000114

Commodity: Printing of Gold Seal Business Cards

Scope: To establish a Master Agreement (MA) for the Printing of Gold Seal Business Cards

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

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	4/1/2018	3/31/2019
Renewal Period #1	4/1/2019	3/31/2020
Renewal Period #2	4/1/2020	3/31/2021

Specifications: This Master Agreement is for the printing of the Gold Seal Business cards with foil embossed Gold Seal. Finished size of business card is 3.5" x 2". Stock required is 80 lb. White Rolland Opaque recycled cover. The cards are to be flat print only, one or two sides, reflex blue or black ink, typeset in "Goudy Handtooled" and to be set up in the Governor's standardized format and they have a foil embossed Gold 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 vendor will be required to pick up the die at the Division of Purchases. The die will remain with the vendor until the end of the contract, and the vendor will be responsible for returning the die to the Division of Purchases when the contract has ended. All set-up charges are to be included in the price.

A scanned sample card is attached for reference.

NOTE: The Gold Seal cards in the exact quantities (250, 500 or 1000) and format as specified are the only cards to be printed against this contract. Any variances from these specifications are not to be printed against this agreement.

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

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 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 is required to 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 is to 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 to include all delivery, shipping and/or mailing costs, all typesetting/set-up charges, and prices are to remain firm throughout the contract.

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Invoicing: Individual invoices are to be forwarded to the ordering agency for payment, always listing the Delivery Order (DO) number and Master Agreement (MA) number.

Report: It is the responsibility of the vendor to produce a monthly report. The Division of Purchases 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 name must be listed as well as 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 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 Purchases reserves the right to cancel this Master Agreement with a thirty (30) day written notice, or cancel immediately due to non-compliance with Terms and Conditions of Agreement.

Extension Clause: The State Purchasing Director reserves the right to extend this contract period beyond the indicated expiration date with the consent of the contractor. Total contract period may not exceed three years.

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.

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5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here:

<http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

F. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of Business Management in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of Business Management, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then

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the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services website at the following link:

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder for goods and services received, based on net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute preclude sellers from imposing a surcharge on credit or debit card purchases (text follows):

"9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means."

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>Envelopes & Printed Products, Inc.</i>		
Chief Executive - Name/Title: <i>William Higgins, President & CEO</i>		
Tel: <i>973.942.1232</i>	Fax: <i>973.942.5626</i>	E-mail: <i>enveloppro@aol.com</i>
Headquarters Street Address: <i>135 Fairview Ave.</i>		
<i>Prospect Park, NJ 07508</i>		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <i>William Higgins / Pres</i>		
Tel: <i>973.942.1232</i>	Fax: <i>973.942.5626</i>	E-mail: <i>enveloppro@aol.com</i>
Street Address:		
<i>Same</i>		
City/State/Zip:		

Are you a Maine Business as defined in this RFQ under <u>RFQ Requirements, Section 6. Quotation Evaluation and Selection?</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- 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; and
- 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; and

- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: William Higgins	Title: Pres + CEO
Authorized Signature: 	Date: 3/22/18

Debarment, Performance, and Non-Collusion Certification

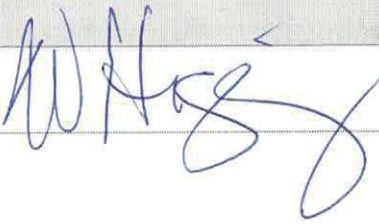
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- 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: Pres + CEO
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Authorized Signature: 	Date: 3/22/18
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VENDOR/CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURE R PART	COMMODIT Y CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS	PRODUCT/C ATEGORY	MODEL	DRAWING	PIECE	SERIAL NUMBER	SPECIFICATION	SIZE	COLOR	PICTURE FILE NAME
VS0000017169	MBC2501	Envelopes & Printed Products		MBC2501	96607	Business Cards Gold Seal 250 One Side Blue Ink	N/A	LOT	27	5									
VS0000017169	MBC2502	Envelopes & Printed Products		MBC2502	96607	Business Cards Gold Seal 500 One Side Blue Ink	N/A	LOT	39	5									
VS0000017169	MBC2503	Envelopes & Printed Products		MBC2503	96607	Business Cards Gold Seal 250 One Side Black Ink	N/A	LOT	27	5									
VS0000017169	MBC2504	Envelopes & Printed Products		MBC2504	96607	Business Cards Gold Seal 500 One Side Black Ink	N/A	LOT	39	5									
VS0000017169	MBC2505	Envelopes & Printed Products		MBC2505	96607	Business Cards Gold Seal 250 Two Sides Blue Ink	N/A	LOT	36	5									
VS0000017169	MBC2506	Envelopes & Printed Products		MBC2506	96607	Business Cards Gold Seal 500 Two Sides Blue Ink	N/A	LOT	49	5									
VS0000017169	MBC2507	Envelopes & Printed Products		MBC2507	96607	Business Cards Gold Seal 250 Two Sides Black Ink	N/A	LOT	36	5									
VS0000017169	MBC2508	Envelopes & Printed Products		MBC2508	96607	Business Cards Gold Seal 500 Two Sides Black Ink	N/A	LOT	49	5									
VS0000017169	MBC2509	Envelopes & Printed Products		MBC2509	96607	Business Cards Gold Seal 1000 One Side Blue Ink	N/A	LOT	69	5									
VS0000017169	MBC2510	Envelopes & Printed Products		MBC2510	96607	Business Cards Gold Seal 1000 Two Sides Blue Ink	N/A	LOT	89	5									
VS0000017169	MBC2511	Envelopes & Printed Products		MBC2511	96607	Business Cards Gold Seal 1000 One Side Black Ink	N/A	LOT	69	5									
VS0000017169	MBC2512	Envelopes & Printed Products		MBC2512	96607	Business Cards Gold Seal 1000 Two Sides Black Ink	N/A	LOT	89	5									