

NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 04/24/17

**Expiration Date:** 03/31/20

**Master Agreement Description:** Print Services Contract

**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

**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

207-623-1452 ext.

stateprinting@thecopycenterplus.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** THE COPY CENTER

**Commodity Line #:** 1

**Commodity Code:** 96600

**Commodity Description:** Print Services Contract

**Commodity Specifications:**

**Commodity Extended Description:** Print Services Contract. See Attached BP-54. Contract Period: 4/24/2017 - 3/31/2020.

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

04/24/17

**Service End Date**

03/31/20

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**

STATE OF MAINE  
Department of Administrative and Financial Services  
Bureau of General Services, Division of Purchases  
Agreement to Purchase Services

THIS AGREEMENT, made this 8th day of March, 2017, is by and between the State of Maine, Department of Administrative and Financial Services, Bureau of General Services, Division of Purchases, hereinafter called "Department," and The Copy Center Plus, located at 1921 US Route 202, Winthrop, Maine 04364, hereinafter called "Provider", for the period of April 24, 2017 to March 31, 2020.

The AdvantageME Vendor/Customer number of the Provider is VC1000018141.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:


- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B
- Rider D – RFP 201606124 Appendices B, G, H
- Rider G – Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 2 original copies.

**Department of Administrative & Financial Services**

By:   
Richard W. Rosen, Commissioner  
and

**The Copy Center Plus**

By:   
Peter McCarthy, President

Total Agreement Amount: \$Unencumbered – State agencies will use on an as-needed basis

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

**Overview**

This contract is for the provision of Printing Services to all branches and agencies of the State of Maine Government and is entered into by the Department and the Provider pursuant to RFP 201606124. The RFP, RFP questions and answers, and the Provider's proposal are incorporated into this contract by reference.

Provider will reproduce a variety of materials, such as but not limited to: forms, documents, reports, law briefs, Attorney General Briefs, Legislative Engrossers/Chapter Laws, letters, booklets, pamphlets, etc.

**Contract Renewal**

Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods of one year each, subject to continued availability of funding and satisfactory performance.

**Provider Contact information**

Name: Peter McCarthy  
Address: 179 State Street, Augusta, ME 04330  
Telephone: 623-1452  
Email: stateprinting@thecopycenterplus.com

**Guidelines for Printing Volumes**

1. Printing Black & White (Up to and including):
  - a. 1 to 5,000 copies single sided
  - b. 1 to 2,500 copies double sided
  - c. 1 to 1,500 copies of multiple page documents
2. Printing in Color (Up to and including):
  - a. 1 to 1,500 total copies
3. Carbonless (Up to and including):
  - a. 500 sets of 2-part & 3-part

*Please note: Printing projects exceeding the above maximum thresholds (first three bulleted items) will be competitively bid through the Division of Purchases on an individual basis and are not included in this contract. The Provider is not to accept jobs that exceed the above guidelines. The Provider will contact the Agreement Administrator if unsure on a particular project.*

**Printing/Finishing**

1. Provider will furnish both black & white and color copying services.
2. Some jobs will need to be set up, printed, labelled and tabbed according to Federal Postal regulations and as may be required by legal and administrative laws and rules.
3. 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 and wrapping.
4. Some jobs may be required to have pagination/date stamping added to the document before printing.
5. 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.
6. Some jobs may require scanning of documents to transfer onto Flash Drive or CD.

BP 54 - AGREEMENT TO PURCHASE SERVICES

7. All print requests must meet the State Agency's agreed upon completion date/time unless the time allotted is deemed unreasonable or beyond the physical capabilities of the equipment. In this event the Provider will work with the State Agency and reach an agreeable completion date/time.
8. 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.).
9. Provider will electronically archive print jobs for state agencies for any future print requests.
10. Archived jobs must have the ability 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. Provider shall take and necessary and reasonable steps to secure archived jobs that include personally identifiable or other confidential information.
11. Provider 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 Provider and MSL. Provider will work closely with MSL to comply with this requirement.

**Geographic Coverage**

1. State agencies may deliver work directly to the provider
2. State agencies may send their work electronically via email: [Stateprinting@thecopycenterplus.com](mailto:Stateprinting@thecopycenterplus.com)
3. State agencies may mail work directly to the provider – Mailing address: 179 State Street, Augusta, ME 04330
4. Provider will deliver services in the Augusta, Hallowell or Gardiner areas.
5. Provider will be required to pick up print requests from the State of Maine Postal Center at 85 Leighton Road in Augusta
6. Provider will schedule pick-ups a minimum of once per day at the designated State Agency pick-up point for print work requests.
7. Provider will be required upon request from a State Agency, to have special print work pick-ups as needed (i.e. Attorney General, Legislative departments, etc.). Requests for special pick-ups may be billed to the State Agency.
8. Provider will drop off daily completed work a minimum of once per day
9. Provider will make special delivery if requested
10. Completed print work may be delivered by the Provider to the State Agency site
11. Completed print work may be picked up by the State Agency
12. Completed print work may be mailed to the State Agency

**Security**

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 Provider to assure security requirements are met. The on-site check in will be quarterly or as the State deems necessary.

## BP 54 - AGREEMENT TO PURCHASE SERVICES

1. The Provider must provide a means for secured data transmission and a confirm receipt of the State agency's data and files.
2. All overruns of confidential print work such as Law Briefs or any printed material which contain 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 shall be placed in a garbage bin or disposed as trash.
3. The provider 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 Provider Confidential Agreement – Management of State of Maine Printed Materials (Rider D, Appendix H)
4. All confidential print work such as Law Briefs, or any printed material which contains personally identifiable information or other confidential information **MUST** be treated as such and shall not be read, disclosed, distributed, or reproduced for personal use, etc.

### **Print Order Requests**

Provider must furnish a Print Order Request Form (hard copy or electronic or both) for State Agencies to complete for requested print work.

### **Billing**

Provider must invoice individual State Agencies per job. Billing information must contain the following:

1. Invoice Number
2. State Department and Division
3. Appropriation Billing Code
4. Document Name (Job Title)
5. Name of Contact
6. Contact's Telephone Number
7. Contact's Delivery Location
8. Invoice Amount (if there is a delivery fee or mailing fee, this must be separate and subtotaled)

### **Printing Services Price List**

Rate Sheet for Printing and Bindery Services listed in Rider D, Appendix G

### **Reporting**

Provider will generate a **Monthly Report** to be provided via email to the Agreement Administrator listed in Rider B paragraph #6. Provider is required to provide this report **no later than the 5<sup>th</sup> of each month** for the previous month's activities.

Report will be for each order received for the month and include:

1. Agency
2. Agency contact
3. Job Title
4. Quantity
5. Dollar Amount

### **Performance Expectations**

The Provider 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 provider is not responsible. The Department will measure the Provider's performance through a variety of means, including surveys and reporting.

RIDER B  
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ Unencumbered – State agencies will use on an as-needed basis

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

A Master Agreement (MA) will be issued to the Provider in AdvantageME. Delivery Orders (DO) will be created in AdvantageME for all orders against the Master Agreement, unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Provider as a PDF file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases' for approval and encumbrance. The Division of Purchases will e-mail the PDF order to the Provider.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Debbie Jacques  
Title: Contract Grant Specialist  
Address: Burton M. Cross Building, 4<sup>th</sup> Floor  
111 Sewall Street  
Augusta, ME 04333-0009  
Debbie.Jacques@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be

in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such

subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement 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 Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits.

Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **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 deappropriated, 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.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department 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 Department 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.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C  
EXCEPTIONS TO RIDER B

Paragraph 21, Liability Insurance is replaced by the following provisions:

**21. INSURANCE REQUIREMENTS** The Provider 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 Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider’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.

**1. 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 Provider; 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 Provider’s technology services, or an error, or omission, in the content of, and information from, the Provider. 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><i>Number of PII Records</i></b>	<b><i>Insurance per Occurrence</i></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 Provider 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 Provider*); and
  6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
2. **Other Provisions** Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
1. The Provider'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 Provider's insurance and shall not contribute to it.
  2. The Provider'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 Provider 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 Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

APPENDIX B

**State of Maine**  
**Department of Administrative and Financial Services**  
*Office of Information Technology*  
**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**  
**Outsourcing of Printing Services**

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.**

Name (Print): Peter McCarthy <i>PETER MCCARTHY</i>	Title: President <i>PRESIDENT</i>
Authorized Signature: <i>Peter McCarthy</i>	Date: August 8, 2016 <i>APR/21 2017</i>

## APPENDIX G

## The Copy Center

Price List

Prices are effective from March 27, 2017 TO March 31, 2019

And any subsequent renewal periods

## Printing prices

Color Copies			
	#20	#80/#100 cover	color stock **
8.5 x11	0.120	0.150	0.160
side 2	0.090	0.110	0.120
8.5 x 14	0.150	0.180	0.200
side 2	0.110	0.150	0.170
11 x17 or 12	0.230	0.280	0.250
x18 side 2	0.190	0.220	0.200

Black only				
	#20	#65/#80 cover	color stock **	color cover stock **
8.5 x11	0.028	0.082	0.030	0.110
side 2	0.025	0.030	0.028	0.040
8.5 x 14	0.032	0.086	0.035	0.130
side 2	0.027	0.033	0.031	0.050
11 x17 or 12	0.050	0.114	0.060	0.140
x18 side 2	0.040	0.050	0.045	0.080

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

NCR printing per	100 sets	8.5 x11 1/0	2 sided
2pt		12.000	7.000
3pt		18.000	8.000
4pt		23.000	13.000

Pre-press Design work
\$50 per hour with \$10 minimum

**Bindery Services**

folding	1/2, Z, or	
	parallel	right angle
8.5 x11	0.020	0.050
11 x14	0.030	0.070
11 x17	0.040	0.070
cover stock	0.050	0.100
<b>Other bindery</b>		
saddle stitch booklet		
(staples inc)	0.150	sure bind 0.750
stapling other ea	0.030	Acco fastening 0.250 ea
GBC or Coil	0.500	shrinkwrap 0.200
perfect bind	0.750	package hand insert 0.030 unit
tape	0.750	
Wire-O	0.750	
special drilling	0.015	
laminating 8.5 x11	0.500	
laminating 11X17	0.750	

**Mailing Services**

Setup	20.000
address ea	0.030
tab each	0.030

**State of Maine**  
**Department of Department of Administrative and Financial Services**  
*Office of Information Technology*  
**PROVIDER CONFIDENTIAL AGREEMENT**  
**Outsourcing of 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 provider, or provider'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: 4/21/17      Provider: THE COPY CENTER  
By: Peter McLanthy  
Title: PRESIDENT  
Signature: [Handwritten Signature]

Last Revised 6/2016

RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**



**United States. Please identify state: Maine**



**Other. Please identify country: \_\_\_\_\_**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.