

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 09/07/16**Expiration Date:** 09/06/19**Master Agreement Description:** New Digital Full Color Copier/Printer**Buyer Information**Justin Franzose 207-624-7337 **ext.** justin.franzose@maine.gov**Issuer Information**BRUCE TRASK 207-287-6380 **ext.** bruce.trask@maine.gov**Requestor Information**Bill Drake 207-287-6384 **ext.** bill.drake@maine.gov**Authorized Departments**

ALL

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC1000011635

**Vendor Name**

BUDGET BUSINESS MACHINES INC

**Alias/DBA****Vendor Address Information**

251 GODDARD RD

LEWISTON, ME 04241-2322

US

**Vendor Contact Information**

STEVE OUELLETTE

207-782-7427 **ext.**

souellette@bdtme.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** BUDGET BUSINESS MACHINES INC

**Commodity Line #:** 1

**Commodity Code:** 60072

**Commodity Description:** New Digital Full Color Copier/Printer

**Commodity Specifications:** See attached summary. This agreement is for location three per the attached spreadsheet.  
Location three: Copier Base Cost: \$142.00/month Cost per Copy Color: \$0.036 Cost per Copy B/W: \$0.0049

**Commodity Extended Description:** 36 month rental (with possible one year extension) for one New Digital Full Color Copier/Printer.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
0		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00	09/07/16	09/06/19
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF GENERAL SERVICES  
DIVISION OF PURCHASES**

**RFQ # 18B 16071100000000000024**

**New Digital Full Color Copier/Printers**

**Quotations/Responses Due:** July 25<sup>th</sup>, 2016, not later than 2:00 p.m. local time

**Note:** All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Purchases ("Division") is acting on behalf of Office of Information Technology ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

## **RFQ REQUIREMENTS**

### **1. Description of Requirements**

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- See Appendix B: Detailed Specifications.

### **2. Bid Contents Requirements**

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- Appendix A: Bid Cover Page
- Appendix B: Detailed Specifications
- Appendix C: Cost Response
- Appendix E: Economic Impact value total if over \$100,000

### **3. Master Agreement Term**

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

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

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	8/8/2016	8/7/2019
Renewal Period #1	N/A	N/A
Renewal Period #2	N/A	N/A

### **4. Submitting a Quotation**

- Quotations Due:** Quotations must be received no later than 2:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 2:00 p.m. deadline will not be accepted.
- Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link:  
<http://www.maine.gov/purchases/venbid/rfq.shtml>.

- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder’s response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

## 5. **General Instructions**

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## 6. **QUOTATION EVALUATION AND SELECTION**

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” takes into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State, including a Bidder’s economic impact on the State (if instructed to do so in Appendix E). Once the goods or services have been determined to conform to the specifications listed, and other Best Value considerations have been made, then the Division will make its award decision based on the lowest price among the Bidders.
- b. Evaluating Economic Impact: The bidder with the largest economic impact value total in Appendix B will have their total evaluated bid reduced by 10% (of their bid) for the purposes of comparison with other bids. Bidders with smaller economic impact values will have their total bid reduced by a fraction of 10%, calculated as shown below:
  - i. Economic impact value of bid being evaluated/Bid with largest economic impact value x 10% = Percentage decrease for bid being evaluated
  - ii. Example: Bid with largest economic impact: total bid = \$150,000; economic impact value \$350,000.
    - a) Total bid for evaluation =  $(10\% \times \$150,000 = \$15,000) = \$135,000$
    - b) Bid being evaluated: \$140,000, economic impact value \$200,000
    - c) Total bid for evaluation =  $(\$200,000/\$350,000 = 0.57 \times 10\% = 0.057 \times \$140,000 = \$8,000) = \$132,000$
  - iii. Please note: if the State determines that the Bidder's recent and/or projected economic impact information is deemed to be substantially inaccurate, then the State may not award any points for economic impact to that Bidder for the applicable section(s).
- c. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State

Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the criteria defined in the RFQ.

7. **Negotiations**

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

## **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 General Services (“Bureau”), Division of Purchases (“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.
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 to be 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 General Services 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 General Services, 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 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 Purchases website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](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 Purchases 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, on the basis of 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 precludes 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."

### PART III APPENDICES

#### Appendix A

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PURCHASES  
BID COVER PAGE**

Bidder's Organization Name: Budget Document Technology		
Chief Executive - Name/Title: Tom Ouellette / President		
Tel: (207) 782-7427	Fax: (207) 777-6377	E-mail: TOuellette@bdtme.com
Headquarters Street Address: 251 Goddard Rd		
Headquarters City/State/Zip: Lewiston, Maine 04240		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

- 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.
- 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.
- 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.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.


### 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: Tom Ouellette	Title: President
	
Authorized Signature:	Date: 7/21/2016

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PURCHASES**

**8DETAILED SPECIFICATIONS**

**RFQ # 18B 16071100000000000024  
New Digital Full Color Copier/Printers**

36 month rental (with possible one year extension) for four (4) New Digital Full Color Copier/Printer (Only three of the four copiers may be placed at this time)

Will need pricing for 28, 35 & 45 ppm/cpm machines

Units must be new current model and in excellent working condition (No discontinued, reconditioned, or re-manufactured models).

Units must be capable of utilizing standard office electrical outlet (120V) without a dedicated power line.

Contractor will be required to make necessary provisions to insure copier is ADA compliant. No State standard has been developed for the hardware.

The standard for the software is attached. Contractor will be responsible to either make equipment reasonably ADA accessible or furnish a replacement unit which is reasonably ADA accessible within 14 calendar days of notification.

Contractor will be responsible for furnishing Material Safety Data Sheets (MSDS) upon installation of machine on all supplied items or items needed to operate machine. Contractor will be responsible to incorporate into regular equipment training, safety training on all the items needed to operate equipment to both key operators and casual users.

Energy efficient devices are to be included in the product line offered. The State is committed to saving energy and the contractor shall be responsible for emphasizing the energy efficient devices. Specifically:

- 1) The equipment meets Energy Star lower energy consumption standards.
- 2) The screen and monitor do not emit electrostatic and electromagnetic radiation.
- 3) The vendor does not provide equipment or components that may contain unfriendly components (chlorinated solvents, Freon, cadmium in parts of the CRT or electronic components, mercury batteries, etc.) which causes an unfriendly environment and more costly to dispose of.
- 4) Vendor must ship the product with the Energy Star low-power feature activated or enabled.
- 5) If the product is shipped without the Energy Star seal, it must include the manufacturer's certification specifying the machine is Energy Star compliant.

Maintenance will have 4 hours or less response time for a service call (a phone call will not be considered a

response). There will be a 1-800 number to call for service. Servicing technicians must be certified on that equipment.

Unit must be sheet-fed plain paper copiers capable of performing to the State's satisfaction by using recycled paper purchased for general use by the Division of Purchases.

The vendor must submit a consolidated invoice (base & meter charge) to include period covered and total charges each month, format must include the following:

1. State assigned machine number (ascending order)
2. Machine serial number
3. Model number
4. Location
5. Beginning reading (actual)
6. Ending reading (actual)
7. Copies made
8. Copies charges
9. Monthly charge for each machine base
10. Summary Totals that agree with consolidated Invoice
11. Invoice period

The State will ONLY ACCEPT Monthly invoices with Base Rental and Monthly Readings from vendor Awarded MA not the Parent Company or Leasing Company.

The multifunctional digital copier must be capable of supporting the following current State connectors & software:

1. Capable to support TCP/IP network communication protocol.
2. Capable to support Ethernet connection.
3. Capable to supports a variety of printer languages:
  - A. Post Script
  - B. HP
  - C. PCL

Vendor will be responsible for the total setup of equipment and accessories to make sure it is up and running to the States and customer's satisfaction to include working with States IT personnel to configure copiers to point to States e-mail server, etc.

The pricing includes delivery, installation, removal, training (as needed), stands, all parts, labor, service (to include network service calls), staples, toner, and any shipping/handling charges (everything to operate the equipment excluding paper). Price to remain firm for the entire term of the rental.

The rental will be broken down with a base rental charge and per copy charge (for color copies and black & white copies – No copies included)

The State will not be responsible to pay for replacement or repairs from lighting strikes, power surges, etc. that could damage equipment. It will be the responsibility of the vendor to supply the proper surge protecting/power filtering device for unit that will meet their current manufacturer's specifications for protection.

The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature MUST meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AN ATTACHED TO YOUR BID). The State expects that ALL of the customer's data will be protected at all times.

ALL DATA OVERWRITE MECHANISMS MUST BE ENABLED UPON INSTALLATION.

The Digital Full Color Copier needs to have the following features:

Location One (1) (Would be installed in Augusta)

28 copies per minute in color

28 copies black/white.

Must be a connected machine with a print/scan (scan both in b/w & color)

\*Must have Data Overwrite Software

Auto duplex

Stapler/finisher (must offset copies on finisher with unstapled sets)

Able to copy on 20lb bond to 90lb index

Paper cassettes 2 minimum

Paper capacity of a 1000 sheets minimum

RADF

Able to handle a maximum original size of 11x17

Paper cassette must handle paper sizes of 8 ½ x 11, 8 ½ x 14 and 11 x 17 plus stackable bypass

Copier must be user friendly and easy to operate

Copier must produce high image quality consistently without special adjustments

Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location:

Color – 2,500

B&W – 5,000

\*The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature MUST meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AN ATTACHED TO YOUR BID). The State expects that ALL of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (print/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies – NO copies included). – PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding: \_\_\_\_\_ Konica Bizhub 287 \_\_\_\_\_.

Base monthly rental charge \$ 105 Cost per copy color \$ .039

Cost per copy B/W \$ .0049.

The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

Accessories (these are accessories that need to be added to meet specifications):

Print/Scan board \$ INC /month.

Data Overwrite \$ INC /month.

RADF \$ INC /month.

Stapler/Finisher \$ INC /month.

TOTAL MONTHLY CHARGES: \$ 105.

Additional Accessories Available (these are accessories that are available and can be added to the unit – Do Not add this to the TOTAL MONTHLY CHARGES):

Fax board \$ 11.00 /month.

Additional Paper Tray/s 500 x 2 drawers \$ 11.00 /month.

\$ /month.

DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIFICATIONS: YES ☒ NO ☐.

IF UNIT QUOTING DOES NOT MEET THE SPECIFICATIONS OR REQUIREMENTS – YOU MUST CLEARLY STATE WHAT THEY ARE.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAKE NOTE: If you DO NOT state clearly anything about the unit that does not meet specifications and the requirements in this quote, the State will assume it does. If you are the successful vendor with the quote, you



will be responsible to hold the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within this quote. Descriptive literature must accompany your quote. Please quote electronically with literature attached or to follow.

Location Two (2) (Would be installed in Augusta)

35 copies per minute in color

35 copies black/white.

Must be a connected machine with a print/scan (scan both in b/w & color)

\*Must have Data Overwrite Software

Auto duplex

Stapler/finisher (must offset copies on finisher with unstapled sets)

Able to copy on 20lb bond to 90lb index

Paper cassettes 3 minimum

Paper capacity of a 3000 sheets minimum

RADF

Able to handle a maximum original size of 11x17

Paper cassette must handle paper sizes of 8 ½ x 11, 8 ½ x 14 and 11 x 17 plus stackable bypass

Copier must be user friendly and easy to operate

Copier must produce high image quality consistently without special adjustments

Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location:

Color – 2,500

B&W – 5,000

\*The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature MUST meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AND ATTACHED TO YOUR BID). The State expects that ALL of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (print/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies – NO copies included). – PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding: \_\_\_\_\_ Konica Bizhub C368 \_\_\_\_\_.

Base monthly rental charge \$ \_\_\_\_\_ 134 \_\_\_\_\_ Cost per copy color \$ \_\_\_\_\_ .039 \_\_\_\_\_

Cost per copy B/W \$ \_\_\_\_\_ .0049 \_\_\_\_\_.

The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

Accessories (these are accessories that need to be added to meet specifications):

Print/Scan board \_\_\_\_\_ \$ \_\_\_\_ INC \_\_\_\_ /month.

Data Overwrite \_\_\_\_\_ \$ \_\_\_\_ INC \_\_\_\_ /month.

RADF \_\_\_\_\_ \$ \_\_\_\_ INC \_\_\_\_ /month.

Stapler/Finisher \_\_\_\_\_ \$ \_\_\_\_ INC \_\_\_\_ /month.

TOTAL MONTHLY CHARGES: \$ \_\_\_\_ 134 \_\_\_\_.

Additional Accessories Available (these are accessories that are available and can be added to the unit – Do Not add this to the TOTAL MONTHLY CHARGES):

Fax board \_\_\_\_\_ \$ \_\_\_\_ 11.00 \_\_\_\_ /month.

Additional Paper Tray/s \_\_\_\_\_ \$ \_\_\_\_ INC \_\_\_\_ /month.

\_\_\_\_\_ \$ \_\_\_\_ /month.

DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIFICATIONS: YES X NO \_\_\_\_.

IF UNIT QUOTING DOES NOT MEET THE SPECIFICATIONS OR REQUIREMENTS – YOU MUST CLEARLY STATE WHAT THEY ARE.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAKE NOTE: If you DO NOT state clearly anything about the unit that does not meet specifications and the requirements in this quote, the State will assume it does. If you are the successful vendor with the quote, you will be responsible to hold the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within this quote. Descriptive literature must accompany your quote. Please quote electronically with literature attached or to follow.

Location Three (3) (Would be installed in Augusta)

45 copies per minute in color

45 copies black/white.

Must be a connected machine with a print/scan (scan both in b/w & color)

\*Must have Data Overwrite Software

Auto duplex

Stapler/finisher (must offset copies on finisher with unstapled sets)

Able to copy on 20lb bond to 90lb index

Paper cassettes 3 minimum

Paper capacity of a 3000 sheets minimum

RADF

Able to handle a maximum original size of 11x17

Paper cassette must handle paper sizes of 8 ½ x 11, 8 ½ x 14 and 11 x 17 plus stackable bypass

Copier must be user friendly and easy to operate

Copier must produce high image quality consistently without special adjustments

Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location:

Color – 6,381

B&W – 1,278

\*The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature MUST meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AN ATTACHED TO YOUR BID). The State expects that ALL of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (print/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies – NO copies included). – PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding:\_\_\_Konica Bizhub C454e\_\_\_\_\_.

Base monthly rental charge \$ \_\_\_ 142 \_\_\_\_\_ Cost per copy color \$ \_\_\_ .036 \_\_\_\_\_

Cost per copy B/W \$ \_\_.0049\_\_\_\_\_.

The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

Accessories (these are accessories that need to be added to meet specifications):

Print/Scan board \_\_\_\_\_ \$ \_\_\_ INC \_\_\_\_\_/month.

Data Overwrite \_\_\_\_\_ \$ \_\_\_ INC \_\_\_\_\_/month.

RADF \_\_\_\_\_ \$ \_\_\_\_ INC \_\_\_\_\_ /month.

Stapler/Finisher \_\_\_\_\_ \$ \_\_\_\_ INC \_\_\_\_\_ /month.

TOTAL MONTHLY CHARGES: \$ \_\_\_\_ 142 \_\_\_\_\_.

Additional Accessories Available (these are accessories that are available and can be added to the unit – Do Not add this to the TOTAL MONTHLY CHARGES):

Fax board \_\_\_\_\_ \$ 11.00 \_\_\_\_\_ /month.

Additional Paper Tray/s \_\_\_\_\_ \$ \_\_\_\_ INC \_\_\_\_\_ /month.

\_\_\_\_\_ \$ \_\_\_\_\_ /month.

DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIFICATIONS: YES ☒ NO \_\_\_\_\_.

IF UNIT QUOTING DOES NOT MEET THE SPECIFICATIONS OR REQUIREMENTS – YOU MUST CLEARLY STATE WHAT THEY ARE.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAKE NOTE: If you DO NOT state clearly anything about the unit that does not meet specifications and the requirements in this quote, the State will assume it does. If you are the successful vendor with the quote, you will be responsible to hold the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within this quote. Descriptive literature must accompany your quote. Please quote electronically with literature attached or to follow.

Location Four (4) (Would be installed in Augusta)

45 copies per minute in color

45 copies black/white.

Must be a connected machine with a print/scan & fax (scan both in b/w & color)

\*Must have Data Overwrite Software

Auto duplex

Stapler/finisher (must offset copies on finisher with unstapled sets)

Able to copy on 20lb bond to 90lb index

Paper cassettes 3 minimum

Paper capacity of a 3000 sheets minimum

RADF

Able to handle a maximum original size of 11x17

Paper cassette must handle paper sizes of 8 ½ x 11, 8 ½ x 14 and 11 x 17 plus stackable bypass

Copier must be user friendly and easy to operate

Copier must produce high image quality consistently without special adjustments

Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location:

Color – 1,052

B&W – 705

\*The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature MUST meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AN ATTACHED TO YOUR BID). The State expects that ALL of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (print/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies – NO copies included). – PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding: \_\_\_\_\_ Konica Bizhub C454e \_\_\_\_\_.

Base monthly rental charge \$ \_\_149\_\_\_\_\_ Cost per copy color \$ \_\_.036\_\_\_\_\_

Cost per copy B/W \$ \_\_.0049\_\_\_\_\_.

The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

Accessories (these are accessories that need to be added to meet specifications):

Print/Scan board \_\_\_\_\_ \$ \_\_INC\_\_\_\_\_ /month.

Data Overwrite \_\_\_\_\_ \$ \_\_INC\_\_\_\_\_ /month.

RADF \_\_\_\_\_ \$ \_\_INC\_\_\_\_\_ /month.

Stapler/Finisher \_\_\_\_\_ \$ \_\_INC\_\_\_\_\_ /month.

Fax board \_\_\_\_\_ \$ \_\_INC\_\_\_\_\_ /month.

TOTAL MONTHLY CHARGES: \$ \_\_149\_\_\_\_\_.

Additional Accessories Available (these are accessories that are available and can be added to the unit – Do Not add this to the TOTAL MONTHLY CHARGES):

Additional Paper Tray/s \_\_\_\_\_ \$ \_\_\_\_\_ INC \_\_\_\_\_ /month.

\_\_\_\_\_ \$ \_\_\_\_\_ /month.

DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIFICATIONS: YES   X   NO       .

IF UNIT QUOTING DOES NOT MEET THE SPECIFICATIONS OR REQUIREMENTS – YOU MUST CLEARLY STATE WHAT THEY ARE.

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TAKE NOTE: If you DO NOT state clearly anything about the unit that does not meet specifications and the requirements in this quote, the State will assume it does. If you are the successful vendor with the quote, you will be responsible to hold the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within this quote. Descriptive literature must accompany your quote. Please quote electronically with literature attached or to follow.

#### STATE HELD HARMLESS

The vendor agrees to indemnify, defend and save harmless, the State of Maine, its officers, agents and employees from all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of the contract.

The vendor and agents and employees of the vendor in the performance of the contract, shall act in an independent capacity and not as officers or employees or agents of the State of Maine.

No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the parties thereto, and any oral understanding or agreement not incorporated therein shall not be binding on any of the parties thereto.

The State shall be relieved from all risk of loss or damage during the entire time the equipment is in the possession of the State, except when loss or damage is due to fault or neglect of the State.

Copier remains the property of the Vendor. Vendor will be responsible for ALL taxes, fees and filing costs related to the use of the rented equipment.

## APPROPRIATION OF FUNDS

The State will not be held liable if funds are not appropriated or are de-appropriated during any fiscal period. Fiscal Period from 7/1 to 6/30. The State will NOT be liable IF funds are de-appropriated DURING ANY FISCAL PERIOD. It will be the intent of the State, however, to fulfill our obligations to this contract if funds are appropriated.

NOTE: All invoices must come from your company with a remittance address that matches the payment address your company has set up in Vendor Self Service (Copy Center will make payment to the vendor only).

The Copy Center to receive invoice by the 5th work day at the beginning of each month.

This is only a request for quote; the requests may or may not be filled at this time.

## AWARD

The State reserves the right to award based on what is in the best interest of the State, and to select a specific brand and model for installation, in order to obtain the best value in meeting the State of Maine Digital Copier requirements.

The state reserves the option to waive any technicality and to negotiate with successful vendor to acquire copying services to meet the State's needs. Delivery and equipment availability is critical and will be considered in making the award. The state reserves the right to award to other than low bid based on all factors listed in this quote.

## Appendix C

# **STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PURCHASES**

## **COST RESPONSE**

### **RFQ # 18B 16071100000000000024 New Digital Full Color Copier/Printers**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

All questions and responses must be provided via the State of Maine's e-Procurement system, AdvantageME/Vendor Self Service:

<https://mevss.hostams.com/webapp/PRDVSS2X1/AltSelfService>. Bid instructions are under the attachments section of the solicitation.

Complete the price table spreadsheet and the paperwork included in this document. Grand total of the price table should be entered as the bid price. Bid price must be entered into contract amount.

Bidders must select yes to confirm paperwork has been uploaded as attachments to their bids. Any bids that do not include the paperwork requested in this solicitation may be discarded at the discretion of Division of Purchases.

Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.



**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PURCHASES**

**ECONOMIC IMPACT FORM**

**RFQ # 18B 16071100000000000024  
New Digital Full Color Copier/Printers**

**Instructions**

In addition to all other information requested within this RFQ, each Bidder should complete the table below to quantify the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is outlined in Executive Order 2012-004, which states that certain contracts "...advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFQ, the term "economic impact" shall be defined as through the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Bidder's response, the Bidder shall provide the information requested below, describing the Bidder's recent economic impact with the State of Maine. This information will be evaluated as described in Part IV A.


<b>Economic Impact Factors</b>	<b>Factors Expressed in Dollars</b>
Salaries paid to Maine residents in past 12-month period	\$ 1,306,000
Payments made to Maine-based subcontractors in past 12-month period	\$ 45,647
Payments of State and local taxes in Maine within past 12-month period	\$ 57,475
Payments of State licensing fees in Maine within past 12-month period	\$ 0
<b>Total Economic Impact Value</b>	<b>\$ 1,409,422</b>

For the table above, the following definitions are provided:

- "Maine resident": any person whose primary residence is located within the State of Maine.
- "Maine-based": any organization whose primary operations are located within the State of Maine.
- "Past 12-month period": the past 12-months, starting on the date that the RFQ was publicly released.

**Certification Statement**

*To the best of my knowledge all information provided above is complete and accurate at the time of submission, and I confirm that I am authorized to make such a determination on behalf of my organization.*

Name: Tom Ouellette	Title: President
Authorized Signature: 	Date: 7/21/2016



**BUDGET:**

Mthly Cost for Color	Cost per Copy B/W	Est. Mthly Vol. B/W	Mthly Cost B/W	TOTAL MTHLY COST
\$229.72	\$0.00490	1,278	\$6.26	\$377.98

# STATE OF MAINE

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

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “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.