

MA 18P 1803160000000000104
MODIFICATION

State of Maine



Master Agreement

Effective Date: 04/01/18

Expiration Date: 03/31/23

Master Agreement Description: SEATING: Ergonomic Task Chairs, Stools, and Guest Chairs

Buyer Information

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

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

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

Reason For Modification: Renewing Master Agreement through March 31, 2023

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000094897

Vendor Name

W B MASON CO INC

Alias/DBA

Vendor Address Information

106 PINETREE INDUSTRIAL PKWY

PORTLAND, ME 04102

US

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

—DocuSigned by:

Jaime Schorr

3/17/2022

6D6437754DD0459...

Signature

Date _____

Jaime C. Schorr, Chief Procurement Officer

Vendor WBM

— DocuSigned by:

John McDonald

3/17/2022

F9766F428F13429

Signature

Date _____

John McDonald

2/28/20

Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification
<input checked="" type="checkbox"/>	Warranty Information

RIDER A
Scope of Work and/or Specifications

COMMODITY: Ergonomic Task Chairs, Stools, and Guest Chairs.

SCOPE: To furnish a portion of the normal requirements to cover quantities ordered by the State of Maine, All Using Agencies. This Master Agreement is for the following lines of seating per the attached spreadsheet:

Buzz Seating

Hon

Humanscale

Global

MASTER AGREEMENT PERIOD: The contract will be for an initial period of two years beginning April 1, 2018 ending March 31, 2020.

First Renewal – 4/1/2020 through 3/31/2022

Second Renewal – 4/1/2022 through 3/31/2023

MASTER AGREEMENT RENEWAL: Following the initial term of the contract, the Division of Procurement Services may opt to renew the contract for two additional renewal periods of one two-year period and one one-year period, subject to continued availability of funding and satisfactory delivery/performance.

Period	Start Date	End Date
Initial Period of Performance	4/1/2018	3/31/2020
Renewal Period #1	4/1/2020	3/31/2022
Renewal Period #2	4/1/2022	3/31/2023

ATTACHMENTS:

Documents attached include:

Terms and Conditions

Appendix A – Vendor Cover Page and Debarment Form

Appendix D – Municipality Participation

Spreadsheet listing chairs, descriptions, and prices

Warranty Information

ORDERING PROCEDURE: A Delivery Orders (DO) will be created in AdvantageME for all orders against the Master Agreements (MA), 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 Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Procurement Services' Buyers for approval and encumbrance. For Delivery Orders greater than \$5000.00, the Division of Procurement Services will e-mail the .pdf order to the Vendor.

MA 18P 1803160000000000104

SEATING: Ergonomic Task Chairs, Stools, and Guest Chairs

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** The Division Procurement Services is seeking to establish Master Agreements with one or more companies that can provide ergonomic seating to be used in State offices throughout the State of Maine. The State intends to select one or more vendors who can supply a line (s) of high-quality ergonomic chairs. The contract requires statewide delivery, set-up, instructions in chair operation & adjustment, and removal of packaging material.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for a period of **24 months** with an option to renew for 2 additional periods. The first optional renewal period will be 24 months, and the final optional renewal period is will be a 12 **month** period. Proposed start date will be March 1, 2018.
- 1.3. **CONTRACT VALUE/QUANTITY:** The estimated annual value of this contract is **\$310,000.00 and the estimated yearly quantity is approximately 828 chairs.** The annual value and quantities are **estimated only** based on prior usage; actual purchases may be higher or lower depending on the state's needs.

2. DETAILED REQUIREMENTS:

2.1. VENDOR REQUIREMENTS:

- 2.1.1. Vendors will propose a line of seating, and the State will decide which chairs it will place on contract. By "line" we are NOT referring to all chairs made by a manufacturer, but rather a specific model or style.
- 2.1.2. Bids are requested for three styles of ergonomic seating. 1) Ergonomic Task Chairs, 2) Ergonomic Task Stools, and 3) Guest Chairs.
- 2.1.3. Vendors will be expected to stock a number of contract chairs to meet the requirements of departments that do not have a color preference. Orders should be screened and if the model of chair is in stock but in another color, a call will be placed to the customer to determine if they will accept what is on hand.
- 2.1.4. Vendors must supply a small selection of demonstration chairs upon request for the State of Maine Eastside Wellness Center at no charge. These chairs shall be delivered to the Wellness Center and **instructions in their use provided.** The demo chairs will be used for the term of the contract for ergonomic chair evaluations, demonstrations, and chair selection. The Wellness Center will request the chairs from the vendors based on their needs and requirements. Vendors are to tag each demonstration chair with specific ordering information.
- 2.1.5. Vendors must deliver chairs free of charge to any location within the State place the chair at the workstation and instruct the user in its operation. Any boxes, tag, or packing materials will be removed from the premises.
- 2.1.6. Vendors must provide pre-sales support in selecting and demonstrating the chairs upon request of the using agency. Vendors must supply demonstration chairs for evaluation purposes at no charge. These chairs shall be delivered to the

requester's office and instructions in their use provided. The evaluation period will be a minimum of one week.

- 2.1.7. Vendor must supply the state a sales report that will at a minimum, list the product and quantity purchased, the purchaser, and price paid. Such reports will be supplied every quarter during the life of this contract.

2.2. PRODUCT REQUIREMENTS:

- 2.2.1. Seating quoted for this proposal must meet or exceed current ANSI-BIFMA standards.
- 2.2.2. Seating must have a five-pronged base of support sufficient to allow the chair to rock without falling over.
- 2.2.3. Seating must offer a choice of casters to suit various types of floor surfaces.
- 2.2.4. Seating must be designed for flexibility of use so that it is able to accommodate varied tasks.
Seating must be fully adjustable so that it is able to fit the needs of many workers. Such adjustments must be designed so that they are easy to reach and execute while sitting in the chair. Chairs are to have pneumatic seat height adjustment. Other desirable adjustments may include, but are not limited to, seat pan inclination, backrest inclinations with variable position lock, seat depth adjustment, sliding seat pan, and backrest height adjustment. Vendor must list all adjustments for each chair in the description.
- 2.2.5. Seating must offer a selection of fabric types, colors and designs, Grade 3 Fabrics only (mesh seating will also be considered). Vinyl coverings are not acceptable.
- 2.2.6. Seating should carry a warranty commensurate with its quality.
- 2.2.7. Each item shall bear a label or stamp showing the manufacturer's trade name.
- 2.2.8. There must be at least one "24 hour" chair offered which meets all the requirements specified above, this is a chair that would be used around the clock by several different workers. This chair can be from a different manufacturer.
- 2.2.9. The State of Maine requires vendors to ensure that equipment offered as manufactured or by modification (if it is reasonably available with industry), be accessible to persons with disabilities as outlined in the current federal "Americans With Disabilities Act", before the equipment will qualify to be purchased by the State.

2.3. BID RESPONSES SHOULD ADDRESS THE FOLLOWING POINTS:

- 2.3.1. Provide proof that the line of chairs meets ANSI requirement specified.
- 2.3.2. Provide a detailed explanation of the warranty offered and how you will support it.

3. **GENERAL REQUIREMENTS:**

- 3.1. **DELIVERY:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the State of Maine terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
- 3.2. **PRICING:** All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
 - 3.2.1. Supplying pricing information on price response spreadsheet included as an attachment to this document.
 - 3.2.2. All chairs are to be priced with a Grade 3 Fabric.
 - 3.2.3. The State expects the prices to hold for the first 24 months of the contract.

4. **PERFORMANCE MEASUREMENTS: The awarded vendor shall meet the following expectations throughout the duration of their contract. Vendor performance will be evaluated periodically.**

- 4.1. Delivery is required within two weeks of acceptance of a delivery order, unless the contractor has advised the customer of an alternate delivery schedule. The customer will report any deliveries that do not meet the contractors promised delivery date to the Division of Procurement Services.
- 4.2. The contractor must complete the quarterly reporting requirements outlined in the contract.
- 4.3. The vendor must respond to customers request for technical information, pricing and delivery information with 48 hours or less of the first contact by the customer. The customer is to report any contractor non-compliance to the Division of Procurement Services.

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

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

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

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

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

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

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

Appendix A

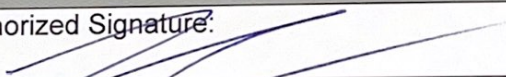
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <u>W.B. Mason Co. Inc.</u>		
Chief Executive - Name/Title: <u>Leo Meekins, CEO</u>		
Tel: <u>207-712-0703</u>	Fax: <u>NA</u>	E-mail: <u>Zack.Crounias@wbmason.com</u>
Headquarters Street Address: <u>55 Centre St</u>		
Headquarters City/State/Zip: <u>Brockton, MA 02301</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>ZACK Crounias - Sales Manager</u>		
Tel: <u>207-712-0703</u>	Fax: <u>NA</u>	E-mail: <u>Zack.Crounias@wbmason.com</u>
Street Address: <u>106 Pinetree Industrial Pkwy</u>		
City/State/Zip: <u>Portland, ME 04102</u>		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: <u>ZACK Crounias</u>	Title: <u>Sales Manager</u>
Authorized Signature: 	Date: <u>3/14/22</u>

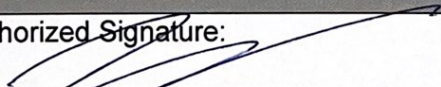
Debarment, Performance, and Non-Collusion Certification

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

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

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

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

Name: <i>ZACK CLARK</i>	Title: <i>Sales Manager</i>
Authorized Signature: 	Date: <i>3/14/22</i>

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000094897	BC27HD-AL	W B Mason	Buzz Seating	BC27HD-AL	42560	Big Chair Heavy Duty with loop arms	Big & Tall Series Ergonomic Task Chair of	EA	\$915.00	30
VC1000094897	BC27-AL	W B Mason	Buzz Seating	BC27-AL	42560	Big Chair with loop arms	Big & Tall Series Ergonomic Task Chair of	EA	\$705.00	30
VC1000094897	NIFTY	W B Mason	Buzz Seating	NIFTY	42560	Nifty Mesh Back, Fabric Seat, w/arms	Nifty Mesh Back, Fabric Seat, Adjustable	EA	\$360.00	30
VC1000094897	PR09-AT/AW-DP	W B Mason	Buzz Seating	PR09-AT/AW-DP	42560	Pronto Standard Task Chair with arms	Standard sized ergonomic task chair with	EA	\$470.00	30
VC1000094897	RIK-FAB	W B Mason	Buzz Seating	RIK-FAB	42560	Rika Chair, Mesh Back, with arms	Upholstered seat, black mesh back, synch	EA	\$455.00	30
VC1000094897	RIK-B	W B Mason	Buzz Seating	RIK-B	42560	Rika Chair, Mesh Seat and Back, with	Rika Chair - Mesh Seat and Back, Black Sy	EA	\$515.00	30
VC1000094897	RIK-FAB-SP	W B Mason	Buzz Seating	RIK-FAB-SP	42560	Rika mesh-back stool with arms	Mesh-back ergonomic stool with height a	EA	\$515.00	30
VC1000094897	1171-3	W B Mason	Global Furniture Group	1171-3	42560	GRANADA DELUXE, Medium Back	Multi-Tilter, Std Adj. Height & Width T-ar	EA	\$470.00	30
VC1000094897	1241-3	W B Mason	Global Furniture Group	1241.3	42560	OBUSFORME COMFORT, Medium Back	Multi-Tilter, Std Adj. Height & Width T-ar	EA	\$505.00	30
VC1000094897	HIGS6	W B Mason	HON	HIGS6	42560	Multi Purpose Four Leg Chair	Multi-Purpose Guest Chair on Four Legs.	EA	\$225.00	30
VC1000094897	HIGS6.N	W B Mason	HON	HIGS6.N	42560	Multi Purpose Four Leg Chair	Multi-Purpose Guest Chair on Four Legs.	EA	\$210.00	30
VC1000094897	W11BJ10J10	W B Mason	Humanscale	W11BJ10J10	42560	World	W1 World Task Chair - Black - Adjustable	EA	\$605.00	30

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

**Municipality Political Subdivision and School District
Participation Certification**

RFQ #18P 1802020000000000415

SEATING: Ergonomic Task Chairs, Stools, and Guest Chairs

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

☒ Yes

☐ Yes with conditions as follows:

☐ No

Name of Company:

WB Mason Company

Address:

106 Pinetree Industrail Parkway Portland ME 04102

Signature: *Brian Olas*

Date: 2/21/2018



Warranty

Warranty

Buzz Seating warrants to the original purchaser that components and workmanship will be free from defects under normal use from the date of original purchase as described below. The company will repair or replace, at its discretion, without charge to original purchaser only the defective products or parts as follows:

Components

LIFETIME WARRANTY which is the entire time owned by the original end user for all chair components including pneumatic cylinder, mechanism, base, and casters.

Upholstery and Foam

5 year warranty on upholstery and foam; 10 year warranty on mesh. COM is not covered under the Buzz Seating warranty.

Normal use is defined under this warranty as standard commercial use based upon the product being properly utilized in a typical office environment, 8 hours per day, 5 days per week, with a weight limit of 300 lbs. Exceptions include Snap, Melo Basic, Pronto 24/7, Shield Chair and Big & Tall warranties - see specific series price book pages for detailed warranties.

Normal wear and tear is not warranted. Damages from misuse, abuse, alterations, or negligence are not covered. Buzz Seating is not responsible for incidental or consequential damages. Any labor or travel costs regarding installation, service, or repairs are the full responsibility of the dealer. Orders processed by Buzz Seating are done so with unconditional and full acceptance by the purchaser of Buzz Seating's published terms, conditions, and warranties. No other warranties, express or implied, are given on products warranted by Buzz Seating or any affiliate or agent.

Buzz Seating strives to utilize North American manufactured components and labor whenever possible.

NAFTA Compliant

TAA Compliant

All products meet or exceed ANSI/BIFMA Standards



Warranty

Global Warranty Information

A History of Success

Founded in Canada in 1966, The Global Group is one of the largest manufacturers and marketers of quality business furniture in the world. Our facilities include more than 40 just-in-time manufacturing and product assembly plants, plus offices, showrooms and distribution facilities.

Customer service is the cornerstone of our continued success and the reason why the Global choice is often the first choice for office furniture solutions by clients the world over.

Ergonomics

Global manufactures an extensive selection of office furniture in the areas of seating, files and storage, casegoods, panels and computer accessories. The people at Global are proud to bring you office furniture manufactured with ergonomic features integrated into every product in order to help build a healthy, comfortable and productive work environment.

ISO 9000

At Global, we continue to set the highest quality product standards. Registration to ISO 9000, the international standard for quality systems is just one example of our longstanding promise to manufacture office furniture that is built to work better and last longer.

Research and Development

The Global Group is one of the very few business furniture companies worldwide to maintain an in-house testing laboratory. The testing laboratory and its support programs certify our components and finished products. Global certified office furniture products meet, and often exceed industry and government standards.

The Environment

At Global we're proud of our pledge to maintain a clean environment. We have long established environmental programs throughout our plants and offices to sustain our 'earth

friendly' commitment. The people at Global take every opportunity to Reduce, Reuse and Recycle.

ISO 14001

At Global we're proud to say we're ISO 14001 registered. ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment.

Lifetime Warranty

Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. For detailed conditions, refer to the current Global Price List.

This warranty covers the following product categories.

1. General Seating
2. Filing
3. Panels
4. Desks, Modular Furniture and Tables

LIFETIME WARRANTY



Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

General Commercial Seating

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global branded and textile program cards), mesh

material and electrical devices, are warranted for five (5) Years

- Control mechanisms are warranted for twelve (12) Years

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

Heavy Duty Seating

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/back, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concord Executive 24 hour, Dexter/Dexter+, Granada TS, Granada Deluxe TS, Malaga TS, Mallorca TS, Maxima II, ObusForme Comfort TS, Robust, Saxon, Stamina+, Truform TS, Vion TS and Yorkdale TS.

Light Use Seating

Global offers light use seating that is warranted for ten (10) years for the original purchaser. The warranty covers all components (frames, glides, and arms). The foam/textiles are warranted for five (5) years. The warranty on these light use series is for an eight (8) hour day, forty (40) hour week for users up to 200 pounds. Light use product series that apply under this warranty currently consists of Galaxy and Key series.

Textiles

Global warrants Global branded textiles and Global carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global carded textile programs are currently with Arc-Com, CF Stinson, EnviroLeather by LDI, Greenhides, Mayer Fabrics, Momentum, Maharam, KnollTextiles, DesignTex, and Ultrafabrics. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

Seating Warranty Summary

Files, Desks, Modular Furniture, Tables, Panels & Accessories

Seating Type	Components Warranty For Original Purchaser	Use Time For Warranty Coverage	Exceptions
General Commercial Seating	Lifetime	8 Hours/5 Days Per Week	Foam/Textiles/Mesh/Electrical Devices - 5 Years Control Mechanisms - 12 Years
Heavy Duty Seating	12 Years	24 Hours/7 Days Per Week	Foam/Textiles - 5 Years
Light Use Seating	10 Years	8 Hours/5 Days Per Week	Foam/Textiles - 5 Years

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime

Exceptions to the warranty for Files/Desks/Tables and Panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/coat trees and task lights – five (5) Years
- Folding tables (laminate and Lite Lift II models) – one (1) Year

Files, Desks, Modular Furniture, Tables, Panels & Accessories Warranty Summary

Global's Warranty does not apply (for any product category) to the following:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Global's written instructions

Product Type	Components Warranty For Original Purchaser	Exceptions
Metal Storage and Filing	Lifetime	None
Laminate/Wood Veneer Desks and Modular Furniture	Lifetime	Tackboard Textiles , Electrical Devices, Task Lights - 5 Years
Boardroom, Conference and Training Tables	Lifetime	Electrical Devices - 5 Years
Panels	Lifetime	Panel Textiles, Electrical Devices, Task Lights - 5 Years
Coat Racks and Lecterns	5 Years	None
Folding Tables (Laminate & Molded)	1 Year	None

and warnings

- Modifications, attachments or repair methods not approved by Global
- Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes

Global's warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's option.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

Global's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product, or if preferred, we will refund the purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (LED task lights, lamps and ballasts are not covered)
- Seating ilira®-stretch
- Seating controls
- Pneumatic cylinders
- Wood seating
- Accessories
- Laminate surfaces
- Veneer Surfaces

HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Electric Height Adjustable Table Bases (Including Memory Control)
- Directional Desktop Sit-to-Stand Risers
- Soothe Patient Recliner Central Lock Mechanism
- Soothe Patient Recliner Pivoting Arm

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12, 10 and 5-year warranties. These exclusions are:

- All *basyx* by HON® products (these products are covered under a separate *basyx* by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

WARRANTY REQUESTS OR QUESTIONS?

Your HON Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.



LIMITED WARRANTY

Humanscale offers the following warranties on its products, subject to any exclusions and limitations as set forth below:

Product	Warranty
Customer's Own Material (COM, COL)	No Warranty
Switch Mouse	1 Year, 24/7 Warranty
Technology Products	3 Years, Limited Warranty
Element Series Lights	10 Years, 24/7 Warranty
Horizon Series Lights	10 Years, 24/7 Warranty
Diffrient Series Lights	5 Years, 24/7 Warranty
Float Table, (Mechanical)*	5 Years, 24/7 Warranty
eFloat and Electric Float***	5 Years, 24/7 Warranty
QuickStand Sit/Stand Workstation	5 Years, 24/7 Warranty
QuickStand Lite	5 Years, 24/7 Warranty
Fabric/Cushions/Arm Pads	5 Years, Single-Shift Warranty
M2, M/Flex & Para/Flex Monitor Arms	15 Years, 24/7 Warranty
M4, M7 & M8 Monitor Arms with Gas Cylinder Components	10 Years, 24/7 Warranty
Ballo Stool**	3 Years, Single-Shift Warranty
Vessel Lights†	10 Years, 24/7 Warranty, 3 Years 24/7 Warranty for the power supply driver
M/Connect	3 Years, 24/7 Warranty
Office IQ	1 Year, 24/7 Warranty
All other seating and products detailed in a current Humanscale Price Guide, unless otherwise specified	15 Years, 24/7 Warranty
All other products NOT detailed in a current Humanscale Price Guide	Varies; consult your Humanscale representative for details



*Modifying or tampering with any part of the base of the Float Table will render the warranty void. The warranty on the Float Table applies to the base and work surface if the table top is provided by Humanscale, and only to base if the table top is provided by a third-party, provided that the third-party table top meets the following requirements: (i) has a depth of 36" or less, (ii) has a width of 72" or less, and (iii) the total weight load including work surface is no more than 130 lbs for the standard base and no more than 160 lbs for the heavy duty base.

** Note: Ballo is not a task chair. It has not passed the BIFMA or European EN standards for office seating. The Ballo is an exercise chair that is designed for dynamic seating and frequent movement. All Ballo instructions should be followed to ensure a comfortable experience.

*** Modifying or tampering with any part of the base of the eFloat or electric Float will render the warranty void. The warranty on the eFloat and electric Float applies to the base and work surface if the table top is provided by Humanscale, and only to base if the table top is provided by a third-party, provided that the third-party table top meets the following requirements: (i) has a depth of 36" or less, (ii) has a width of 72" or less, and (iii) a total weight load including work surface of no more than 200 lbs.

†The warranties for the Vessel lights exclude labor and other costs associated with the installation and/or removal of the lights from ceilings, walls, fixtures, etc. Further, Humanscale has no warranty obligations if the product is affected by internal or external environmental conditions (including but not limited to water, moisture, outdoor use, or temperature damage), power fluctuations, improper power supply, or if the product is not installed and used in compliance with all applicable standards and electrical codes.

These warranties are available to the original end-user customer only and are non-transferable. For these warranties to be valid, the Humanscale product must have been purchased directly from Humanscale and/or an authorized dealership, distributor, retailer and/or reseller of Humanscale products. If products are procured through an authorized dealership, distributor, retailer and/or reseller, the end-user customer must be registered with Humanscale for the warranty to be in effect. Humanscale warrants that, at the time of customer's receipt, the product will be in good working order and will be free from defects in materials and workmanship for the duration of the warranty term, as set forth above. These warranties do not apply to normal wear and tear or damage caused by accident, neglect, product abuse, misuse and/or failure to follow instructions relating to the product's installation or intended use. Humanscale will not be responsible for damage due to service, maintenance, modifications or tampering by anyone other than a Humanscale authorized representative. Humanscale will not be responsible for injury or damage caused by or associated with the installation and/or use of products in any manner other than in strict conformance with the instructions set forth in its installation manuals and instruction sheets and/or product literature. These warranties do not cover damage caused by a carrier or transportation of the product from one location to another, or alterations made by owner. Humanscale does not warrant damages or defects to the products under the following conditions: an Act of God, damage from electrical power problems, usage of parts or components not supplied by Humanscale, failure to perform preventative maintenance, or damage caused by peripherals not supplied by Humanscale.

In the event a product or product part is defective in material or workmanship during the warranty period, and Humanscale receives written notice of the defect within the warranty period, Humanscale will determine with customer if the defect is covered under warranty. Humanscale, at its option, may repair or replace the defective product or product part



determined to be under warranty with the same or comparable product or product part as determined by Humanscale, at customer's location or at a designated Humanscale location. The labor costs associated with the repair of the product or product part may be the responsibility of Humanscale if the product or product part is determined to be under warranty. Humanscale must pre-approve the labor costs prior to the repair or replacement of warranty products or product parts. Customer must contact Humanscale to obtain a Return Authorization through the Humanscale Customer Service Department. Performance of any repair or replacement does not renew or extend the warranty period. If, after examining and testing a returned product or product part, Humanscale determines that the product or product part is not defective, Humanscale will notify customer and return the product or product part to customer. Customer will be responsible for the freight charges associated with the return of non-defective products or product parts. To return a product or product part for repair that is not covered by warranty, Customer must request a Return Authorization through the Humanscale Customer Service Department. Customer will bear the costs of labor and freight charges associated with non-warranty repair. Customer will be charged a standard repair fee, specific to the product, for any product that is repaired outside of the warranty period. Repairs on products out of warranty also carry a 90-day warranty, effective the day that Customer receives the repaired product or product part. For products that are not covered under warranty: Customer may upgrade to a newer, functionally equivalent product at the list price; the product or product part will be returned to Customer; or Customer can request in writing that Humanscale dispose of the product or product part for Customer, in which case a fee may apply as designated by local law.

DISCLAIMER

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Humanscale does not warrant that customer's use of the Humanscale product will be uninterrupted or error free. Any implied warranties that may be imposed by law are limited in duration to the Limited Warranty period, to the greatest extent allowed by law. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply. This Limited Warranty is subject to change without notification.

LIMITATION OF LIABILITY

Purchaser's remedies set forth herein are exclusive and the liability of Humanscale with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the product or part on which such liability is based. In no event will Humanscale be liable to purchasers for any special, collateral, incidental or consequential damages however caused, whether by Humanscale's negligence or otherwise. The remedies provided above are the purchaser's sole remedies for any failure of Humanscale to comply with its obligations regarding the workmanship of its products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Humanscale, with respect to or arising out of the product furnished hereunder.