

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 04/01/18**Expiration Date:** 03/31/20**Master Agreement Description:** New Modular Systems Furniture - Allsteel (Master Agreement)**Buyer Information**

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

Issuer Information

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

Requestor Information

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

Authorized Departments

ALL

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

VC1000094897

Vendor Name

W B MASON CO INC

Alias/DBA**Vendor Address Information**

106 PINETREE INDUSTRIAL PKWY

PORTLAND, ME 04102

US

Vendor Contact Information

Zack Crouanas

207-712-0703 ext. 8146

Zack.Crouanas@wbmason.com

Commodity Information

Vendor Line #: 1

Vendor Name: W B MASON CO INC

Commodity Line #: 1

Commodity Code: 42594

Commodity Description: New Modular Systems Furniture - Allsteel

Commodity Specifications:

Commodity Extended Description: Master Agreement for New Allsteel Modular Furniture, Concensys. Contract Period: April 1, 2018 through March 31, 2020. All specifications, terms and conditions are attached and made a part of this MA.

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
30	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
\$0.00	04/01/18	03/31/20
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

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COMMODITY: New Modular Systems Furniture - Allsteel

SCOPE: To furnish New Allsteel Modular Furniture including design, reconfiguration and installation services for the State of Maine.

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

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:

Appendix A – Vendor Cover Page and Debarment Form

Appendix B – Detailed Specifications

Appendix D – Municipality Participation

Exhibit A – Prices

Warranty Information

Terms and Conditions for RFQ and Contract

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.

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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: WB Mason Company		
Chief Executive – Name/Title: Leo Meehan - CEO		
Tel: 888-926-2766	Fax: 877-329-9669	E-mail: rob.pascale@wbmason.com
Headquarters Street Address: 59 Centre Street		
Headquarters City/State/Zip: Brockton, MA 02301		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid – Name/Title: Brian Olas – Sales Executive		
Tel: 508-436-8146	Fax: 877-329-9669	E-mail: brian.olas@wbmason.com
Street Address: 106 Pinetree Industrial Parkway		
City/State/Zip: Portland, ME 04102		

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

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

Name: Brian Olas	Title: Sales Executive
Authorized Signature: Brian Olas	Date: 3/7/2018

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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: Brian Olas	Title: Sales Executive
Authorized Signature: Brian Olas	Date: 3/9/2018

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Appendix B

DETAILED SPECIFICATIONS

New Modular Systems Furniture - Allsteel

COMMODITY: New Allsteel Modular Furniture, Concensys. If bidding other Allsteel lines, they must be interchangeable and compatible with Concensys line.

CONTRACT PERIOD: The contract will be for an initial period of two years beginning April 1, 2018 and ending March 31, 2020, with the possibility of two more renewal periods – one two-year renewal period and one one-year renewal period.

BID PRICES: Vendor is to provide a discount from manufacturer's list for a manufacturer's entire line of relevant product. Labor, reconfiguration, design, project management and installation services at an hourly rate are provided as specified in Appendix C.

DELIVERY: Successful bidder **MUST** inspect all merchandise thoroughly before shipment to State Agency. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor.

The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

ORDERING PROCEDURE: Delivery Orders (DO) will be created in AdvantageME for all orders against 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 for approval and encumbrance. The Division of Procurement Services will e-mail the .pdf order to the Vendor.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

EXTENSION OF CONTRACT: The Director of the Division of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

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TAXES: The State is exempt from the payment of excise taxes. Exemption certificates will be furnished upon request.

REPORT OF PURCHASES: Contractor will be required to furnish a detailed summary of the total purchases made under this contract. This total may be requested quarterly or at any time during the contract period.

PRODUCT SPECIFICATION:

- Systems Furniture that includes acoustical freestanding panel partitions, miscellaneous workstation components and workstation accessories either to match existing installation or for new installs. Offerors must provide a comprehensive modular system that is capable of offering multiple configurations and viable solutions for an entire organization, including the clerical, product worker areas, the private enclosed areas and the executive office. The system must come in a range of finishes, fabrics and colors to harmonize and coordinate with the system and existing surroundings.
- Furniture offered shall meet or exceed the requirements of ANSI/BIFMA standards (American National Standards Institute & Business and Institutional Furniture Manufacturer's Association) (most recent issue), and will be free of defects and imperfections which might affect user safety, appearance, and life expectancy. Construction and design must address the requirements for daily commercial use.
- All panels must meet or exceed Class A requirements for flame spread and spark development as specified by the current National Fire Protection Association Life Safety Code # 101 and the Underwriter's Laboratories requirements for use with energy distribution components (Listed by UL under Office Furnishings QAWZ, as tested by Standard UL 1286). Permanently fire retardant fabrics must be used on all panels, tack boards and flipper doors.
- Panels should be tested according to BIFMA (Business and Institutional Furniture Manufacturer's Association) (or similar) criteria as regards panel deflection/lean, surface impact resistance, shelf deflection/strength, lateral file and flipper lid cycle.
- Only acoustical panels may be provided under this contract unless prior approval by this department is given.
- Offerors must ensure that equipment offered as manufactured or by modification 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.
- Contractor must provide detailed written cost estimates, including drawings, in advance for all jobs.
- Contractor must provide itemized invoices that clearly show each component, with manufacturer's part number that is being charged as well as any other charges being made against the job.
- Contractor must entertain stored existing modular in any configuration at the department's request.

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- Contract(s) will be for a specific manufacturer's line. Products not covered under the line or not listed in the price book may not be sold without permission of the Division of Procurement Services.

Work Surfaces

Work surfaces shall be panel supported or free standing. They shall be constructed so they are fully cantilevered and require no additional legs or end panels. Work surfaces must not rely on pedestals for support. Hanging brackets should require no tools for installation. Tops are to be warp resistant three ply composition of at least one inch particle board, faced with either high pressure plastic laminate or wood veneer. Undersides shall be smooth finished and predrilled to accept hanging drawer storage. Work surfaces shall have available a grommet or exit cap for wire/plug management.

Acoustical Rating

Offerors must bid acoustical panels which have a minimum NRC (Noise Reduction Coefficient) rating of .80; STC (Sound Transmission Classification) rating of 23 or higher; meets or exceeds Speech Privacy/ NIC (Noise Isolation Class) barrier ranking that 21 at a distance of 7 feet and flanking rating at of 22 at a distance of 12 feet.

Product Longevity

Offerors product must be manufactured by an established source which has been producing the proposed system essentially in its present form for at least 10 years.

Panel System

Offerors panel system must be capable of variety of configurations, with the capability of arranging two, three or four panels radiating from a single point. It is to be a non-progressive connection system which allows removal of a panel in the middle of a configuration without disassembly of the entire run and allows for installation to begin at any point, not only at the end of an assembly. Panels must be joined in a way that insures there will be a continuous, full height top to bottom seal for acoustical and visual integrity. All panel faces shall be uniform in appearance, showing no blisters, tears, waviness or unfinished edges. Panels must have raceways able to accept communication and computer wiring as well as an electrical distribution system. Panels should have suitable sized glides to support the weight of the system allowing the movement of an entire work station without disassembly. Frame shall be galvanized steel made around the perimeter of the panel, steel reinforced on each corner, and be positioned so the open side is towards the frame perimeter permitting easy cable access. The frame and structural support shall be resistance welded to form a rigid structural unit. On all panels wider than 42", a third vertical support member shall be resistance welded to the frame. Each face of the fabric covered panels shall have a single piece fabric covering that shall be stretched over the entire face of the panel. The fabric shall be attached securely and continuously along the entire perimeter of the panel and shall be capable of being removed and replaced in the field. Provide product literature that clearly describes the construction of the panel. This description must include panel thickness, core makeup, etc. The fabric panel shall be tackable with the use of "T" pins.

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Panel Raceways shall consist of the following components:

- **Raceway Pan** a 14-gauge galvanized steel pan shall run the width of the panel and form a third horizontal structural cross member.
- **Support Housing** a two fiberglass filled, structural nylon support housing to be included in each panel.
- **Interlock Block** be contained in the base of each panel. The interlock shall be made from either die cast aluminum or die cast zinc. The interlocks of panel shall mate with interlocks of adjacent panels providing lateral support and uniform height.
- **Glides** will provide 3-1/2” of vertical adjustment. Each panel to contain a minimum of two glides.
- **Raceway Covers** will be offered in powered and non-powered version. They shall be made of 22-gauge powdered coated steel and will be 4” high. The powered version shall contain openings for the use of U.S. standard receptacles. These openings will have an injection-molded bezel to cover the opening when receptacles are not being used. Raceway covers shall be secured with a rooftop latch and spring clips at the bottom.
- **Data Raceway Covers** shall be the same construction as raceway covers but will have a data access opening to accommodate a data faceplate and modular jack.
- **Panel Trim Rails** shall be constructed of aluminum.
- **Top Caps** all panels shall have a top trim cap made from rigid PVC with trim color permeating throughout the entire part with textured surface to hide fingerprints.

System Hardware

The proposed system should have a variety of connectors to allow flexibility of design. Connectors must allow the skidding of several joined panels and should not allow dimensional gain at a panel to panel joint. The system must have connectors that work well under a variety of tolerances, such as uneven floors. Current components must be able to fit older installations of the same brand and must be of uniform quality.

Electrical/Communications/Computer Provisions

The electrical system **MUST NOT** have a shared neutral wire and have a minimum of three circuits. Components must be compatible to any of the various building electrical supplies. The electrical circuits must be capable of running throughout a panel installation, including multiple panel intersections while maintaining polarization, continuous grounding and circuit capacity. Electrical systems shall be UL listed in compliance with the National Electrical Code, should be tested as installed in the panel. Telecommunications/computer network wire shall run throughout a panel installation, including multiple panel intersections. Wire management and electrical shall be unobtrusive and blend aesthetically with the product. The electrical system must be able to adapt to

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panel reconfiguration. The system shall provide clear trade separation. The system shall include supply, distribution, utilization and wire management components and assemblies.

Receptacles shall lock into power blocks and shall be dedicated to, and marked for, a particular circuit. All conductors shall be 600V, 90-degree C, and made of #12 AWG copper. All circuits must be 20 AMP.

System Components

The system shall have a full range of panel hang-on components to include drawer units, various sized work surfaces fully adjustable keyboard tray, shelving, shelf covering units, information processing support products, lateral files, vertical files, under shelf lights, paper handling accessories, tack boards, signage, coat hooks, display products and counter caps. All components must have a positive locking system so that once in place they cannot be accidentally dislodged. Work surfaces and shelving units must be interchangeable. All hanging components shall be modular and selectively removable and replaceable without disturbing adjacent components and be removed and repositioned. All surfaces must be finished on all edges and both top and bottom. Components are to of fit and finish to match panels and when installed to fit properly in place without requiring modification.

Drawer Storage

All drawer assemblies should be of steel construction. Edges must be radiused on exposed areas where body contact is most likely to occur. Drawers are to be shipped fully assembled, ready for installation upon delivery. Both hanging and free standing pedestals are to be available and must be interchangeable right or left hand facing. Drawer Storage shall come in many sizes, heights, and widths. Locks are to be available on all drawers except pencil drawers. There are to be a variety of drawer configurations.

Filing

System must have lateral files which hang off the partitions. They shall be constructed of a combination steel and composition material finished in enamel and high Pressure laminate or wood veneer. Suspension is to have telescoping, ball bearing drawer glides. Drawers must be constructed so that they open and close easily, without racking or binding no matter how full. Filing components shall come in many sizes, heights, and widths. A locking mechanism is to be available.

Freestanding File Cabinets Vertical & Lateral

Cabinets shall be full-frame steel construction. Full-extension steel ball bearing slides on units with drawers, along with positive interlock, so that only one drawer can be opened at a time; inner drawer front and double-wall drawer construction for long-term durability. File Cabinets shall come in many sizes, heights, and widths.

All standard paint colors shall be available to the State of Maine. The state will choose which colors are to be included in the Contract. Offerors shall include a color sample sheet the represents all color options available for the file cabinets.

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Shelf Storage

Shelves shall be constructed of steel with baked enamel finish and shall be capable of accepting organizers, task lights and other accessories. Front and rear edges shall be rounded. End panels shall have threaded steel inserts for the attachment of shelves and doors. Enclosures shall be available for the shelves. Such enclosures may be laminate or fabric covered and be capable of locking. They shall have hardware designed to halt racking and binding and should be able to be operated by a seated person.

Book Cases

Book Cases shall be freestanding or mobile units that keep books, binders, and other materials visible and accessible. Shall have adjustable shelves, many sizes (four heights, three widths), and available with locking sliding doors.

Lighting Products

System must have under shelf lighting that can be used as task or display lighting. Units must be UL listed and have ballasts of the low power factor, instant start type. Housing is to be of steel construction with approx. 7 ft. long, grounded cord. The on/off switch is to be mounted for easy accessibility.

Warranty

All products must carry a warranty on design, materials and workmanship. All furniture shall carry the manufacturer's standard warranty and shall be guaranteed against defects in materials, workmanship, and performance for a minimum of ten (10) years. The warranty shall begin on the date of acceptance of the unit by the ordering agency. During this warranty period, the vendor shall repair or replace defective components and/or units at no cost to the State. All warranties include labor costs. Warranty work can be performed either on-site or at an off-site location (the manufacturer or authorized distributors facility), whichever would provide for the fastest response (turnaround time). The manufacturer guarantees that the provided equipment will be standard new equipment to match existing workstations. All items of furniture delivered shall be guaranteed for materials and workmanship as follows:

- All Products, including Parts and Workmanship – minimum of 10 years
- Operational Mechanism and Electrical Components – minimum of 10 years
- All defects that occur during this warranty time, the manufacturer shall replace or correct without cost to the State, except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.
- State the length and extent of your product's warranty
- Attach warranty information.

All defects that occur during this warranty time, the manufacturer shall replace or correct without cost to the State of Maine, except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.

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Service Specifications

Reconfiguration Services

Some orders placed from this contract will require reconfiguration services. When reconfiguration services are required, the contractor must be able to:

- Develop a design/redesign of modular furniture layouts;
- Complete ergonomic adjustments;
- Supply storage totes for use by staff during reconfiguration;
- Dismantle existing office components;
- Relocate or adjust components include power according to layout

Design Service

Some orders placed from this contract will require detailed contractor design services. When design services are required, the contractor must be able to:

- Develop a complete working space plan;
- Provide equipment standards;
- Provide complete installation drawings, to include elevations, power and phone layouts;
- Provide planning to include interior wall finishes, fabric selection and space usage;
- Conduct interviews Project Managers and expected occupants of office space to determine space and equipment requirements;
- Develop diagrams for agencies' consideration;
- Provide parts lists for ordering of product, with scheduling to coincide with project installations phases;
- Contractor must entertain stored existing modular in any configuration at the department's request;
- Code floor plans for installation, including electrical components.

It is important that the contractor response be timely to State Agency requests for design service assistance. Unless otherwise arranged, the contract designer should personally visit with the customer within 72 hours after request for service has been placed. Interviews and rough bubble diagrams must be completed within 10 days after customer has explained the requirements.

While the contractor may in certain cases charge for requested design services according to the rate established by this contract, be aware that numerous inquiries will be made by state agencies relative to delivery, colors, advise to support in-house design, etc. for which no separate payment will be made nor should be expected. It is stressed that the contractor must have design staffing adequate to handle the unpaid design support as well as the paid design support.

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Project Management Services

Some orders placed from this contract will require detailed Project Management Services. When project management services are required, the contractor must be able to:

- Inventory existing furnishing that will be reused in a new layout;
- Field measure existing conditions of site to insure the accuracy of the furniture plan in critical areas;
- Prepare Auto CAD drawings required for the installation of all furniture and equipment; such as copiers, printers, and fax machines;
- Coordinate workstation electrical requirements with State vendors or staff personnel;
- Provide status reports on orders;
- Prior notification of shipments;
- Prepare installation floor plans which detail panel heights and electrical locations;
- If requested, provide color coded and asset tagged plan locating existing freestanding furniture such as desks, files and bookcases;
- Make periodic field inspections to observe progress and quantity of work, to ensure that work is in conformance with the drawings and specification;
- Compare specification requirements to existing assets that may be in State Storage to make the best use of assets;
- Provide detailed list of specifications that may be required to order.

Installation Services

The majority of orders placed under this contract will require contractor installation services. The contractor shall have full time installation personnel on their staff who can quickly respond to a service call anywhere in the State. They will be contractor authorized systems furniture handlers and technical installers. For large jobs, contractor may bring in outside experienced help. All systems furniture panels and components shall be installed level, plumb square and with proper alignment. Services to be included under installation are as follows: receiving, unloading; staging/moving; unpacking product; installation of product; debris removal/clean up; fine tuning and user orientation; follow up adjustments. The contractor shall:

- Conduct an inspection of the building to identify phasing and staging or any restrictions which might impact installation.
- Receive inventory, unpack and stage product. Packing materials shall be removed from the work area at the end of each day. The site will be left "broom clean"
- Coordinate with the Project Manager, building electrician or subcontractors, such as telephone, computer network, etc. to schedule time of each.
- Repair obvious scratches, tears and dents that may occur during handling and installation.

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- Ensure that the furniture shall be cleaned, adjusted, leveled, inspected for damage and readied for use.
- Install systems furniture in accordance with manufacturer's installation instructions and requirements of this specification, ADA and ABA Accessibility Guidelines for Buildings and Facilities, Part II: ABA Application and Scoping requirements, and Contract Drawings.
- Upon completion of placement and leveling of all work stations, notification that the area is ready for "punch listing" shall be given to the project manager.
- Dispose of all delivery and installation debris, including packing materials will be the responsibility of the contractor. In case of dispute the State may remove the debris and charge the cost to the contractor.
- Any installation job will not be accepted and cleared for payment until the job has been approved by the project manager or other responsible State employee.

Appendix D

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

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

New Modular Systems Furniture - Allsteel

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 Industrial Parkway Portland, ME 04102 _____

Signature: *Brian Olas* _____

Date: *3/9/2018* _____

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TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

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

B. General Provisions

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

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

C. Eligibility to Submit Bids

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

D. Delivery Terms

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

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

F. Appeal of Contract Awards

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

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

NEW MODULAR SYSTEMS FURNITURE – ALLSTEEL
WB Mason
MA 18P 1803200000000000109

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

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

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

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

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

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

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

B. Independent Capacity

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

C. Payments and Other Provisions

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

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

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

Exhibit A

Bid Prices

**State of Maine
Department of Administrative and Financial Services
Division of Procurement Services**

MA #18P 18032000000000000109

New Modular Systems Furniture - Allsteel

WB Mason

Pricing for the entire line of Modular Systems Furniture shall be a discount off list.

Manufacturer: ALLSTEEL Consensys

% of discount: 76.1 off current list price of current orders

Price Book Date & Name: Consensys Specifications & Price List 2017

Hourly Rate for Labor \$15.00

Hourly Rate for Design Layout of existing furniture \$0.00

Hourly Rate for Reconfiguration Services \$15.00

Hourly Rate for Project Management Services \$0.00

Hourly Rate for Installation Services \$15.00

How many days after receipt of order (ARO) can an agency expect delivery of merchandise? 10-30 days

LIFETIME WARRANTY

Allsteel Inc. warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them, except as set forth below.

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after January 29, 2017, that fails under normal commercial office use.

This warranty is subject to the following provisions:

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and not considered defects. Allsteel does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a user is not warranted.

The materials and components listed below are covered according to the following schedule from the date of sale:

- Wood products and electrical components (lamps and ballasts are not covered), seating controls, pneumatic cylinders, glides, casters and polymer-based components, and foam — 12 years
- Wood seating, stacking chairs, Sum® AutoFit® technology, and laminates — 10 years
- User-adjustable worksurface mechanisms, tablet arm mechanisms, interior woodframed seating and lounge products, occasional tables, Mimeo™ mesh, Quip™ mesh, Scout® mesh, panel and seating upholstery fabrics, and other covering materials — 5 years
- Marker board surfaces and upholstery on Gather™ products — 3 years
- #19®, Access™, Acuity®, Clarity®, Inspire®, Lyric™, Relate®, Scout, Seek®, Sum, and Trooper® asynchronous and synchro-tilt models are warranted for multiple shifts and users up to 300 lbs. Mimeo is warranted for multiple shifts and users up to 350 lbs. Lyric Large & Tall is warranted for multiple shifts and users up to 400 lbs. Trooper Large & Tall is warranted for multiple shifts and users up to 500 lbs. All other Allsteel chairs and components are warranted for single-shift, 40-hour workweek usage.
- #19 chair, including components and material, is warranted for as long as the original purchaser owns the chair.

- #19, Access, Acuity, Clarity, Lyric, Relate, and Seek mesh/carriers and Mimeo and Quip carriers are considered structural chair components and as such are warranted for as long as the original purchaser owns the chair.
- Undercabinet LED light — fixture warranted for 3 years; power supply warranted for 1 year
- Link™ LED light — 5 years
- Wand™ LED Light — fixture warranted for 5 years; power supply warranted for 3 years
- Beyond™ Movable Walls — 10 years; moving parts such as door hardware and door mechanisms — 5 years; customer's own hardware — supplier warranty

This warranty does not apply to:

- Normal wear and tear over the course of ownership, including fabric puddling
- Damage from sharp objects (e.g., writing utensils, heeled shoes, scissors, jewelry, keys)
- Modifications or attachments to the product not approved by Allsteel
- Products not installed, used, or maintained in accordance with product instructions and warnings
- Products used for rental purposes
- Damage caused by the carrier in-transit, which is handled under separate terms
- Third-party products. Allsteel, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by manufacturers of undercabinet lighting, ergonomic work tools, or other third-party products supplied by Allsteel.

TO THE EXTENT ALLOWED BY LAW, ALLSTEEL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLSTEEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada. Your Allsteel Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your Allsteel Dealer.