

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 04/01/18**Expiration Date:** 03/31/20**Master Agreement Description:** Humanscale Ergonomic Products, Accessories, and Installation**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

Brian Olas

888-926-2766 ext. 8146

brian.olas@wbmason.com

Commodity Information

Vendor Line #: 1

Vendor Name: W B MASON CO INC

Commodity Line #: 1

Commodity Code: 42500

Commodity Description: Humanscale Ergonomic Products, Accessories, and Installation

Commodity Specifications:

Commodity Extended Description: Master Agreement (MA) for Humanscale Ergonomic Products, Accessories and Installations for all using agencies throughout the State of Maine. Initial Agreement Period: April 1, 2018 through March 31, 2020. All specifications, terms, conditions and instructions are attached and made a part of this MA.

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

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COMMODITY: Humanscale Ergonomic Products, Accessories and Installations.

SCOPE: To furnish Humanscale Ergonomic Products and Accessories, including installations.

MASTER AGREEMENT 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.

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
- Terms and Conditions for RFQ and Contract
- Spreadsheet with list of items covered under this Master Agreement.

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.

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		
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: 3/5/2018

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: 3/5/2018

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Appendix B

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

DETAILED SPECIFICATIONS

MA #18P 1803200000000000110

Humanscale Ergonomic Products, Accessories and Installations

COMMODITY: Humanscale Ergonomic Products, Accessories and Installations.

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: Prices include all transportation fully prepaid by the vendor and shall remain firm for the duration of the contract. However, decreases should be passed along to the State. Any reduction in price may occur anytime during the contract period. The reduced price shall apply on all shipments made on or after the date the reduction price becomes effective.

The State reserves the right to seek additional discounts from the contractor, or to contract separately for single purchase for a particular State project or other immediate use if, in the judgment of the Division of Procurement Services, the quantity required is sufficiently large to enable the State to realize a cost savings over and above the published contract prices, whether or not such a savings actually occurs.

Note: Bid prices are to include all installation charges.

DELIVERIES: To be delivered/shipped to various locations throughout the State of Maine. Prices are to be FOB delivered (shipping charges are to be included in the quoted price). Prompt delivery is required.

The Contractor **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' Buyers for approval and encumbrance. The Division of Procurement Services will e-mail the .pdf order to the Vendor.

INVOICING: Individual invoices are to be forwarded to the ordering agency for payment, always referencing the DO (Delivery Order) number.

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

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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.

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

QUARTERLY SALES SUMMARY REPORT: Contractor will be required to furnish the Division of Procurement Services with a detailed Quarterly summary of the total purchases made under this contract. Quarterly summaries are due **July 1, October 1, January 1 and April 1.**

Appendix D

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

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

RFQ #18P 18022100000000000464

Humanscale Ergonomic Products, Accessories and Installations

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: 3/5/2018 _____

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.

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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.”

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	6G400G2722	WB Mason Company	Humanscale	6G400G2722	42500	6G Platform (27") Corner Diagonal Board w/built in mousepad	Keyboard System 6G400G2722, 27" palm support	ea	\$156.66	20
VC1000094897	6G500G2722	WB Mason Company	Humanscale	6G500G2722	42500	6G Platform (27") with built in mousepad	Keyboard System 6G500G2722, 27" palm support	ea	\$156.66	20
VC1000094897	6G550G2522	WB Mason Company	Humanscale	6G550G2522	42500	6G Platform (25") with built in mousepad	Keyboard System 6G550G2522, 25" palm support	ea	\$150.19	20
VC1000094897	500-	WB Mason Company	Humanscale	500-	42500	Platform (27") with built in mousepad	Replacement Keyboard 500	ea	\$50.06	20
VC1000094897	550-	WB Mason Company	Humanscale	550-	42500	Diagonal Board for Corners 25"	Replacement Keyboard 550	ea	\$50.06	20
VC1000094897	G27	WB Mason Company	Humanscale	G27	42500	27" palm support for 400 and 500 boards only	Replacement gel Palm Support G27	ea	\$15.80	20
VC1000094897	G19	WB Mason Company	Humanscale	G19	42500	19" palm support ffor 900 and 100 boards	Replacment gel Palm Support G19	ea	\$13.17	20
VC1000094897	M21CMSBTB	WB Mason Company	Humanscale	M21CMSBTB	42500	for single LCD monitors 20lb Clamp Mount	Monitor Arm clamp mount M21CMSBTB, Silver	ea	\$113.03	20
VC1000094897	M21CMBBTB	WB Mason Company	Humanscale	M21CMBBTB	42500	for single LCD monitors 20lb Clamp Mount	Monitor Arm clamp mount M21CMBBTB, Black	ea	\$113.03	20
VC1000094897	M21BTSBTB	WB Mason Company	Humanscale	M21BTSBTB	42500	for single LCD monitor 20lb, Bolt Mount	Monitor Arm bolt mount M21BTSBTB, Silver	ea	\$113.03	20
VC1000094897	M21BTBBTB	WB Mason Company	Humanscale	M21BTBBTB	42500	for single LCD monitor 20lb, Bolt Mount	Monitor Arm bolt mount M21BTBBTB, Black	ea	\$108.37	20
VC1000094897	M81CMSB2B	WB Mason Company	Humanscale	M81CMSB2B	42500	for double LCD monitors Clamp Mount	Monitor Arm clamp mount M81CMSB2B, Silver	ea	\$169.29	20
VC1000094897	M81BTSB2B	WB Mason Company	Humanscale	M81BTSB2B	42500	for double LCD monitors Bolt Mount	Monitor Arm bolt mount M81BTSB2B, Silver	ea	\$169.29	20
VC1000094897	X2BCMSETBETB12	WB Mason Company	Humanscale	X2BCMSETBETB12	42500	MFlex for M2 arm, -Bracket for 2 Monitor, -Slvr W Gry Trim	Monitor Arm clamp mount X2BCMSETBETB12	ea	\$248.39	20
VC1000094897	X2BBTSETBETB12	WB Mason Company	Humanscale	X2BBTSETBETB12	42500	MFlex for M2 arm, -Bracket for 2 Monitor, -Slvr W Gry Trim	Monitor Arm bolt mount X2BBTSETBETB12	ea	\$238.14	20
VC1000094897	FNBR42	WB Mason Company	Humanscale	FNBR42	42500	Float Table Base Only, color B- Black,S-Sliver, or W-White	For 48 inch - 54 inch wide tops FNXR42	ea	\$879.94	20
VC1000094897	FNXR62	WB Mason Company	Humanscale	FNXR62	42500	Float Table Base Only, color B- Black,S-Sliver, or W-White	For 60 inch - 72 inch wide tops FNXR62	ea	\$904.40	20
VC1000094897	CPU600	WB Mason Company	Humanscale	CPU600	42500	Fits CPU's 3.5" to 9" wide by 12" high	CPU holder 600, Max CPU weight 50 lbs	ea	\$64.59	20
VC1000094897	NL17SB	WB Mason Company	Humanscale	NL17SB	42500	17" Small Diameter Black	Cable Management NL17SB	ea	\$6.92	20
VC1000094897	NL24SB	WB Mason Company	Humanscale	NL24SB	42500	24" Small Diameter Black	Cable Management NL24SB	ea	\$8.89	20
VC1000094897	NL24LB	WB Mason Company	Humanscale	NL24LB	42500	24" Large Diameter Black	Cable Management NL24LB	ea	\$8.89	20
VC1000094897	EDECS	WB Mason Company	Humanscale	EDECS	42500	LED Light, 5 Watts, w/7 point dimer	Element 790 Task light, EDECS, Clamp Mount, Silver	ea	\$155.67	20
VC1000094897	EDEBS	WB Mason Company	Humanscale	EDEBS	42500	LED Light, 5 Watts, w/7 point dimer	Element 790 Task light, EDEBS, Desktop Base, Silver	ea	\$174.89	20
VC1000094897	EDECB	WB Mason Company	Humanscale	EDECB	42500	LED Light, 5 Watts, w//7 point dimer	Element 790 Task light,EDECB, Clamp Mount, Black	ea	\$165.28	20
VC1000094897	EDEBB	WB Mason Company	Humanscale	EDEBB	42500	LED Light, 5 Watts, w/7 point dimer	Element 790 Task light, EDEBB, Desktop Base, Black	ea	\$185.47	20
VC1000094897	QSEBS	WB Mason Company	Humanscale	QSEBS	42500	Black QuickStand Eco 30" Platform	Single Monitor QuickStand Eco Black, freestanding	ea	\$325.96	20
VC1000094897	QSEWS	WB Mason Company	Humanscale	QSEWS	42500	White QuickStand Eco 30" Platform	Single Monitor QuickStand Eco White, freestanding	ea	\$325.96	20
VC1000094897	QSBC30FNN	WB Mason Company	Humanscale	QSBC30FNN	42500	Black QuickStand 30" Platform,	Double Monitor QuickStand, 30" board, Crossbar, Black Freestanding	ea	\$592.23	20
VC1000094897	QSEBD	WB Mason Company	Humanscale	QSEBD	42500	Black QuickStand ECO 30" Platform	Double Monitor QuickStand Eco with Crossbar Black , freestanding	ea	\$369.50	20
VC1000094897	QSEWD	WB Mason Company	Humanscale	QSEWD	42500	White QuickStand ECO 30" Platform	Double Monitor QuickStand Eco with Crossbar White , freestanding	ea	\$369.50	20