

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 05/01/18**Expiration Date:** 04/30/20**Master Agreement Description:** Used/Refurbished Modular Furniture Services**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**

VC1000073861

**Vendor Name**

PRO MOVING SERVICE

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

PO BOX 1649

WATERVILLE, ME 04903

US

**Vendor Contact Information**

Jason Brann

207-441-9163 ext.

promovingmaine@aol.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** PRO MOVING SERVICE

**Commodity Line #:** 1

**Commodity Code:** 93145

**Commodity Description:** Used/Refurbished Modular Furniture Services

**Commodity Specifications:**

**Commodity Extended Description:** Used/Refurbished Modular Furniture. Design, Reconfiguration, Refurbishing, Installation, Moving and Removal. Detailed specifications, terms and conditions are attached. Initial contract period: 5/1/2018 to 4/30/2020.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
5	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00	05/01/18	04/30/20
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**MA #18P 1804180000000000118**

**Used/Refurbished Modular Furniture  
Design, Reconfiguration, Refurbishing, Installation, Moving and Removal**

**Master Agreement Term**

Contract Renewal: Following the initial two-year term of the contract, the Division may opt to renew the contract for two renewal periods, one two-year period and one one-year period, subject to continued availability of funding and satisfactory delivery/performance.

The term of the contract is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	5/1/2018	4/30/2020
Renewal Period #1	5/1/2020	4/30/2022
Renewal Period #2	5/1/2022	4/30/2023

**Vendor Hourly Rates:**

<b>Hours</b>	<b>Rate Per hour</b>
Standard Hours <i>(hours between 7:00 am and 6:00 pm)</i>	\$50.00
Non-Standard Hours	\$75.00

**DETAILED SPECIFICATIONS**

The Division of Procurement Services has established a pre-qualified list of vendors to provide design, reconfiguration, install, move, and removal of used or refurbished modular furniture for State wide use. A prequalified list means that only those vendors who are placed on the list will be able to perform specific, future assignments. The MA is not set up to perform any one specific assignment, but serve future, indefinite needs.

For services under \$5000, agencies may select a vendor from the pre-qualified list. For services \$5000 and up, vendors will be selected for specific jobs using the Mini-Bid process. When using the Mini-Bid process, the requesting agency will notify all pre-qualified vendors when a specific need is required. Each vendor will be given a description of the services needed and asked to respond within a specific timeframe with the information on how that vendor proposes to provide the requested services along with the specific cost proposal for those services.

The requesting agency will then select one vendor based on vendor's ability to meet the project-specific service requirements and the cost proposal.

Please note, per hour cost proposed under this MA will form the foundation for each vendor's future Mini-Bid responses. That is, a vendor may not propose an hourly rate in a Mini-Bid that is above what is agreed upon under this MA, but a vendor may propose a lower rate, if they so choose.

The State of Maine reserves the right to select vendors from the pre-qualified list without using the Mini-Bid process for emergencies, if the need arises.

In order to be considered for placement on the prequalified list, vendors must be able to perform the following functions:

- General Requirements:
  - Be available to perform work orders within five (5) business days after award of a Mini-bid unless earlier is specified in the mini-bid.
  - Be available for work orders outside of standard hours (standard hours are 7:30 AM to 5:00 PM) and weekends.
- Design:
  - Detailed expertise in modular furniture design; knowledge of applicable laws and codes affecting modular furniture placement; and software to create drawings that illustrate the size, scale, and placement of the modular furniture within a given space.
  - Designs should provide the most efficient and effective utilization of space, while maximizing use of existing resources.
  - Initial design should be completed within no more than 10 business days and submitted to the contracting agency for projects under \$20,000.00. Projects that exceed \$20,000.00 may allow for additional business days to submit initial design.
- Reconfiguration:
  - Ability to maximize use of existing modular furniture parts and pieces in order to reconfigure spaces, as requested.
- Refurbishing:
  - Knowledge, expertise, labor and equipment necessary for reupholstering fabric panels and connectors; repainting baseplates, top caps, end caps, filing/storage cabinets/shelving; repairing lock mechanisms, glides, drawers, etc.; remolding edges of work surfaces; and cleaning all parts/pieces, as requested.
- Installation:
  - Qualified personnel who are experienced and knowledgeable in the installation of modular furniture systems. Installation of ergonomic accessories within or attached to the modular furniture systems. Modular furniture systems currently within State Government are; Allsteel, HON and Herman Miller.
- Movement:
  - All equipment, labor, tools and trucks necessary to move product from one location to another as needed.
- Removal:
  - All services for handling, disposing, recycling and/or destroying customer owned goods as requested.

# 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.
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.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.

8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

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

### **D. Delivery Terms**

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

### **E. Alternate Bids and Approved Equals**

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

### **F. Appeal of Contract Awards**

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

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

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

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

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

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

Other forms and contract documents commonly used by the State can be found on the Division of 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, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

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

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

Appendix A

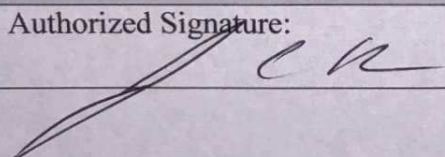
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: <u>PRO Moving Service</u>		
Chief Executive - Name/Title: <u>Jason A. Brann - Owner</u>		
Tel: <u>207-441-9163</u>	Fax: <u>—</u>	E-mail: <u>promovingmaine@aol.com</u>
Headquarters Street Address: <u>22 Verti Dr</u>		
Headquarters City/State/Zip: <u>Windsor, ME 04901</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>Jason A. Brann - Owner</u>		
Tel: <u>207-441-9163</u>	Fax: <u>—</u>	E-mail: <u>promovingmaine@aol.com</u>
Street Address: <u>Mail to : PO Box 1049</u>		
<u>Weterville, ME 04903</u>		
City/State/Zip:		

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>Jason A. Brann</u>	Title: <u>Owner</u>
Authorized Signature: 	Date: <u>4-3-18</u>



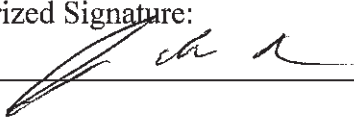
**Debarment, Performance, and Non-Collusion Certification**

*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>Jason A. Brann</i>	Title: <i>Owner</i>
Authorized Signature: 	Date: <i>4-10-18</i>



PROMOVI-01

ACARRIER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>The Kyes Agency, Inc.</b> <b>PO Box 100</b> <b>Skowhegan, ME 04976</b>	<b>CONTACT NAME:</b> <b>Andrea M. Carrier</b> <b>PHONE (A/C, No, Ext):</b> <b>104</b>   <b>FAX (A/C, No):</b> <b>(207) 474-3818</b> <b>E-MAIL ADDRESS:</b> <b>acarrier@kyesinsurance.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> <b>Frankenmuth</b>	
<b>INSURER B :</b> <b>Maine Employers' Mutual Ins.</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>CPP6054299</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>BA 6054299</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			<b>1810070659</b>	<b>9/1/2018</b>	<b>9/1/2019</b>	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

<b>State of Maine, DAFS</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
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ACORD 25 (2016/03)

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