

NEW

**State of Maine****Master Agreement****Effective Date:** 05/01/19**Expiration Date:** 04/30/20**Master Agreement Description:** WB Mason Statewide Office Supply Contract**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Laurie A. Andre 207-624-7349 ext. LAURIE.A.ANDRE@MAINE.GOV

**Requestor Information**

Laurie A. Andre 207-624-7349 ext. LAURIE.A.ANDRE@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

**Payment Discount Terms**

Discount 1: % 0 Days

Discount 2: % 0 Days

Discount 3: % 0 Days

Discount 4: % 0 Days

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** W B MASON CO INC

**Commodity Line #:** 1

**Commodity Code:** 61500

**Commodity Description:** WB Mason Statewide Office Supply Contract

**Commodity Specifications:** Online Catalog at [www.wbmason.com](http://www.wbmason.com)

**Commodity Extended Description:** Please see attached Appendix E for prices effective until 4/30/2020. Appendix E includes prices for core items and noncore items. Noncore items include furniture, mailing & shipping supplies, breakroom supplies, maintenance supplies, office technology, general office supplies, paper, OEM toner, and remanufactured toner.

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

0

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

05/01/19

**Service End Date**

04/30/20

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**

AdvantageME : MA 18P 1904120000000000152

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
Agreement to Purchase Services

THIS AGREEMENT, made this 1<sup>st</sup> day of May, 2019, is by and between the State of Maine (State), Department of Administrative and Financial Services (DAFS), Bureau of General Services (BGS), Division of Purchases (Division) whose address is 111 Sewall Street, Burton Cross Building, 4th Floor, 9 State House Station, Augusta, Maine 04333-0009, hereinafter called "Department," and WB Mason Company, Inc. (Contractor), located at 59 Centre Street, Brockton, MA 02303, telephone number 1-888-926-2766, hereinafter called "Provider", for the period of May 1, 2019, to April 30, 2020.

The AdvantageME Vendor/Customer number of the Provider is VC1000094897.

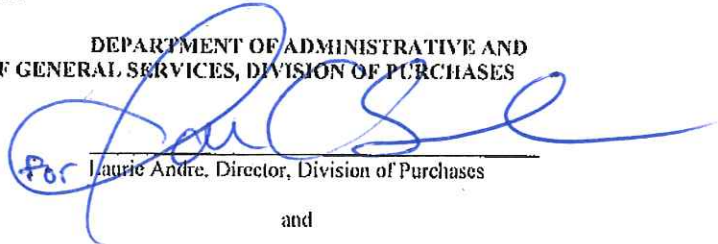
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - Contractor's Proposal to RFP#201802011
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 2 original copies.

DEPARTMENT OF ADMINISTRATIVE AND  
FINANCIAL SERVICES, BUREAU OF GENERAL SERVICES, DIVISION OF PURCHASES

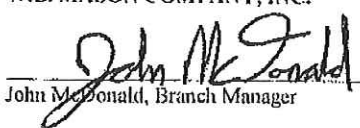
By:

  
Laurie Andre, Director, Division of Purchases

and

W.B. MASON COMPANY, INC.

By:

  
John McDonald, Branch Manager

4-30-19

Total Agreement Amount: \$0.00 NO FUNDS RESERVED

Approved: \_\_\_\_\_  
Chair, State Purchases Review Committee

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

This contract has been established for the provision of office supplies and related items to all State of Maine Departments. Rider A incorporates by reference the State of Maine Request for Proposals #201802011 including all amendments, and the Contractor's proposal, Appendix E, which includes the bidder workbooks for office supplies, paper, and toner.

**1. Website Item Restrictions**

- a. The Contractor, during the implementation of the contract will assign its Account Management Team to meet with the Department to document any and all restrictions, including existing restrictions. Examples of such restrictions could include, but not be limited to, restrictions on specified product categories (furniture, coffee, etc.), restrictions on pages or sections of the Contractor's catalog so specified by the Department, items with a net price in excess of a predetermined limit, restrictions on items with an extended price in excess of a predetermined limit, etc. The Contractor will apply the desired restrictions to all State of Maine agency accounts as directed by the Department. To ensure the ongoing maintenance as desired of the Department's restriction hierarchy, the Contractor will conduct routine account restriction audits either in person or via teleconference with Department personnel at an interval established by the Department in which multiple state accounts have the referenced restriction hierarchy tested and confirmed.
- b. The Contractor will provide to the Department on a quarterly basis a listing of all new items and their disposition (restricted or unrestricted) based on existing restriction protocol as established by the Department. The Contractor will modify the disposition of these new items as provided upon notification by the Department.

**2. Quarterly Business Reviews**

The Contractor will hold quarterly business review meetings with the Department in a timely manner, but no later than the end of the following quarter. These business reviews will include a presentation of standard and custom reports as defined by the Department, in addition to any commitments to report contained within the Contractor's proposal.

**3. Performance Standards**

a. Next Business Day Delivery

As specified in the Contractor's proposal, 100% of orders placed before 6:00 p.m. local time will be delivered the next business day. The Contractor will report quarterly on the order date and time, and the delivery date and time. Orders not received next business day will be reviewed quarterly with the Department, and a corrective action plan will be required as necessary.

b. Fill Rate

The Contractor will maintain a daily line item Fill Rate of 98%. Fill Rate is defined as the number of line items in an order delivered together, divided by the number of total line items in the order. The Fill Rate will be monitored quarterly, and in any quarter where this metric is failed, the Department may issue a notice of cure, and the Contractor will submit a corrective action plan including an explanation of why the metric was failed.

**4. Unit Price Audits**

The Contractor will conduct quarterly or annual audits of unit prices for sales as directed by the Department. Unit prices shall match the bid price for core items or will match the correct discount from list appropriate for the catalog section the item is listed in. The Contractor will maintain and deliver to the Department annual list

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price files that match the list prices in the hardcopy catalog. List pricing for items not in the catalog (special order items or public website items) will be determined by the Contractor at the time of order and discounted per the "Fixed Discount from Agreed List Price Percentage Offered ("Other" Items)" table in Rider D, Appendix B and should be included in usage reports at a minimum.

**5. Rebates**

Rebates are payable annually as provided in Rider D, and payment term discounts shall be applied at the time of payment.

RIDER B  
METHOD OF PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT \$0.00 (zero dollars) (Unencumbered. State Agencies will use on an as-needed basis.)

2. INVOICES AND PAYMENTS The Department will pay the Provider as follows: invoicing and payment will be made on an individual order basis, and the Contractor shall invoice each State agency or department according to its individual purchase of office supplies, paper, and/or toner. Invoices shall not be directed solely to the Division of Purchases nor the Department of Administrative and Financial Services unless the invoices pertain to the Division's or the Department's specific usage of this contract.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. BENEFITS AND DEDUCTIONS If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. INDEPENDENT CAPACITY In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. DEPARTMENT'S REPRESENTATIVE The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. AGREEMENT ADMINISTRATOR All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Justin Franzose  
Title: Procurement Analyst II, Division of Procurement Services  
Address: 111 Sewall Street, 9 State House Station, Augusta, ME 04333-0009

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. CHANGES IN THE WORK The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

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8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

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f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such



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materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

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21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

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

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

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RIDER C  
EXCEPTIONS TO RIDER B

None.

## **Section I Organization Qualifications and Experience**

### **1 Overview of the Organization**

Present a brief statement of qualifications and short summary of relevant experience. If subcontractors are to be used by the Bidder, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications. Briefly describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors. This section shall include information on the Bidder's annual sales for office supply items.

W.B. Mason is a privately held American office products dealer headquartered in Brockton, Massachusetts. The company was founded in 1898 and has been family owned ever since. The Company has over 60 distribution centers across the United States and has more than 3,600 employees including 800 sales representatives. W.B. Mason leases 1,100 delivery trucks from Ryder in the servicing of over 300,000 active customers.

W.B. Mason was founded in 1898 by William Betts Mason in Brockton, Massachusetts, where its Corporate Headquarters remain to this day.

As the city of Brockton expanded in the early 20th century due largely to the rapid growth of the shoe industry, W.B. Mason likewise expanded its sales offerings to include office supplies.

W.B. Mason has continued as a family owned and operated business since its founding. William Betts Mason ran the company until his death in 1912, and the Mason family continued to oversee the company until the 1920s under William's wife Marcena. In the late 1920s W.B. Mason was sold to Samuel Kovner, an employee and Brockton businessman who started his career by sweeping the floors of W.B. Mason as a boy.

Under Kovner, the company reached sales nearly a quarter of a million dollars annually. In 1963 Kovner sold the company to Helen and Joseph Greene, his daughter and son-in-law. The Greenes added furniture sales to the company's selection and the Company reached nearly a million dollars in annual sales upon Mr. Greene's passing in 1973. After his death, their son Steve Greene took over leadership of the company. In 1983 Steve and his brother John officially took over the ownership from their mother. They invited their two top sales representatives, Leo Meehan and Thomas Golden, to join the ownership group. By 1993, under Steve Greene's leadership, the company grew to \$20 million in sales. In 1993 Steve Greene replaced his mother Helen Greene as the Chairman of the Board of Directors.

Upon Greene's appointment as Chairman of the Board, Leo Meehan became the President and CEO of the company. Under Meehan's guidance, the company adopted a new corporate strategy focused on localized service, personalized solutions, and free delivery. Under this new model, W.B. Mason reached sales of \$247 million by 2001. Ten years later, in 2011, the company reached \$1 billion in sales. For its most recently concluded fiscal year of 2018, the Company's sales totaled \$1,864,171,535.01. Its sales of the particular commodities included in this RFP total over \$300 million in traditional office supplies annually, over \$300 million in paper, and approximately \$250 million in toner. W.B. Mason is a Hewlett-Packard Preferred Partner. The Company's resulting purchasing power in these categories, combined with lowest-in-the-industry as a result of building tremendous route density by virtue of its commanding market share in its primary markets, enable the Company to provide both superior pricing and service to its customers, programs that the State has enjoyed in patronizing W.B. Mason for nearly a

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decade without interruption. With its continued commitment in terms of both personnel (91 employees based in the State, servicing facilities (W.B. Mason operates three Local Service Facilities in the State of Maine), and distribution (W.B. Mason operates sixteen Company owned vehicles in the State based in its Augusta, Portland, and Bangor Local Service Facilities), W.B. Mason maintains the sufficient resources to adequately provide service to the State of Maine at the levels it expects and is accustomed to.

**2. Organization Location and Insurance**

- a. Location of the corporate headquarters. If different, describe the current or proposed location where services will be provided or from which the anticipated contract will be managed.

W.B. Mason's corporate headquarters are located at 59 Centre St., Brockton, MA 02303. The Company provides sales and customer service to customers within the state of Maine from its three Local Service Facilities located at: 188 Water St., Augusta, ME, 106 Pine Tree Industrial Parkway, Portland, ME, and 78 Rice St., Bangor, ME. Management of the contract will take place from W.B. Mason's Portland Local Service Facility.

- b. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.

As part of this submission, W.B. Mason has enclosed a copy of its current Acord Certificate of Liability Insurance.

**3. Description of Experience with Similar Projects**

- a. Provide a description of five projects that occurred within the past five years which reflect the experience and expertise needed in performing the functions described in the "Scope of Work" portion of this RFP – for example, other state governments where the Bidder has provided a statewide office supply program. For each of the five examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.

In addition to being the contracted supplier for office products for the state of Maine for the past four years, W.B. Mason has similar longstanding agreements in place with a number of other state government and public entities. Below are five such projects that W.B. Mason has performed over the past five years that reflect the expertise and experience needed in performing the functions described within the state of Maine's RFP **Part II: "Scope of Work"**

1. **State of Rhode Island** Contact: Meredith Skelly Phone: 401-574-8156 E-Mail: [meredith.skelly@purchasing.ri.gov](mailto:meredith.skelly@purchasing.ri.gov). W.B. Mason has been the holder of the MPA (Master Purchasing Agreement) for office supplies with the State of Rhode Island since the mid 1990 's, with the most recent Agreement commencing on July 1, 2016. The MPA now consists of the delivery by W.B. Mason of office supplies, toner, copy paper, and school supplies to all State and participating municipal subdivisions located within the State, including the many public school districts located therein. W.B. Mason's annual sales relating to the State and participating municipalities and school districts total approximately eleven million dollars annually.
2. **State of New Hampshire** Contact: Jennifer Jack Phone: (603) 271-3146 E-Mail: [jennifer.jack@nh.gov](mailto:jennifer.jack@nh.gov). W.B. Mason has held the office supplies contract with the State of New Hampshire for approximately fifteen years running, with the most recent contract

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commencing in July of 2017. The Company delivers office supplies and copy paper on a Next Business Day basis on its own fleet of trucks to all State agencies plus participating cities, towns, and school districts. Sales under the contract total approximately two million dollars annually.

3. State of New Jersey Contact: Jacqueline Kemery Phone: (609) 984-6239 E-Mail: Jacqueline.kemery@treas.nj.gov W.B. Mason has been the contract holder for office supplies and recycled copy paper for the State of New Jersey since May of 2015, providing Next Business Day delivery on its own vehicles of office supplies and recycled copy paper to all State agencies plus participating quasi-State agencies, cities, towns, and school districts. W.B. Mason's annual sales under this contract are more than ten million dollars.

- b. If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities.

N/A. See three projects referenced above.

**Section II Response to the Scope of Work**

- i. **PRODUCTS** – The Bidder shall provide information on the quality and types of items that would be available through this contract. Describe how the continuity of products is ensured, and why and how brands might be changed throughout the term of the contract (if ever).

W.B. Mason is a "One Source Wonderful" supplier of Workplace Products inclusive of traditional office supplies plus Break Room supplies, Facilities Maintenance supplies, Packaging supplies, Safety supplies, Health & Wellness supplies, Multipurpose and Specialty Paper, Retail Supplies, Office Technology items, Ink & Toner, Stamps, Printing, and Ad Specialty Items, and Furniture. The Company makes available to its customers, across all product categories listed above, both trusted name branded products from manufacturers such as 3M, Avery, Sanford, Hewlett-Packard, HON, Georgia-Pacific, and Kimberly Clark as well as cost saving value branded products under banners including Universal, Innovare, and Boardwalk. This "buyright" program, offering the products to its customers that those customers want, rather than gerrymandering the available product selection to include primarily or even exclusively the brands that the provider wants to sell, is one of the "seven things" that sets W.B. Mason apart from its competitors. Those seven things are: the aforementioned "buyright" program inclusive of a king-sized selection of the products that people really want, [www.wbmason.com](http://www.wbmason.com), its customizable, flexible, and world class online ordering platform, its A.L.P.S. program of Amazingly Low Prices, G.O.L.D. Star

(Guaranteed Overnight Local) Delivery, inclusive of no delivery charges EVER, no minimum order requirements, personalized delivery on a fleet of Company owned vehicles, and next business day pickup and credit of returns, its "Masonville" business model of LOCALLY BASED sales representation, customer service, and distribution, "One Source Wonderful" shopping, all resulting in a brand that has been trusted for over 120 years.

Continuity of products is ensured primarily by partnering with established and trusted manufacturers such as Acco brands, Avery, 3M Corporation, Sanford Corporation, Boise Papers, and Hewlett-Packard, to name but a few. W.B. Mason's roster of manufacturing partners has been cultivated and maintained over the course of many years, and these partnerships, in contrast to a heavy reliance on private label products sourced overseas from unproven suppliers and manufacturers, have enabled W.B. Mason to provide a stable product offering to its customers over the years as the Company will continue to do

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going forward.

Occasionally, a manufacturer may discontinue a product or set of products for a number of different reasons (toner cartridges for obsolete machines being one example). In such cases, W.B. Mason will notify the State of Maine of any such discontinuances as soon as it is made aware of them. The Company will at that time offer a replacement product to the State of equal or greater quality of that of the item(s) being discontinued at a price equal to or less than that of the original item(s), with samples provided as required and/or upon request.

- ii. Bidders must understand and agree that the resulting contract(s) will be for office supplies, toner and paper only, and that, at the sole discretion of the State, end-users would not be permitted to purchase certain office supplies and other categories of supplies or equipment that may be offered in the selected Bidders' inventory. Describe how products that the State deems not approved for purchase can be restricted from inadvertent or intentional misuse by the end-users

W.B. Mason can enact and maintain any type of product restrictions that the State may wish to put in place on [www.wbmason.com](http://www.wbmason.com), its fast and easy-to-use online ordering platform. Examples of product restrictions that may be enacted and maintained are restrictions by total order size, item net price, item extended total price, and product category (batteries, headsets, any product category for which the State has a separate contract, etc.). The Company can maintain online an ordering environment that blocks even the visibility of these items outright and thus completely restrict their purchase, or instead may display the items and require one or more approvals from designated purchasing approvers before W.B. Mason processes any order for such items. Likewise, the Account Management Team assigned for many years by W.B. Mason is fully knowledgeable of any desired State item restrictions and will not process orders for such items placed over the phone or via fax, as applicable.

- iii. **STATEWIDE DISTRIBUTION** - The Department requires next-business-day delivery and Bidders shall provide a detailed narrative and/or schematic of its distribution network covering the entire State. The narrative shall also include nominal fill rate expectations at each level of the distribution network, time requirements to receive from each level, how the items from various levels are consolidated and/or delivered for the customer's convenience, whether deliveries are made via company employed trucks and operators, or via subcontracting.

The W.B. Mason Company provides Next Business Day delivery throughout the State of Maine on twenty seven company owned vehicles, with distribution emanating from Company maintained Local Services facilities located in Augusta (188 Water St.) Portland (106 Pine Tree Industrial Parkway), and Bangor (78 Rice St.). Additionally, sales and customer service support for the State of Maine is based in W.B. Mason's Portland Local Service Facility. In addition to maintaining inventory in each of these Local Service Facilities, W.B. Mason also accesses inventory daily for State of Maine end users from its regional stocking hub located in South Boston, MA as well as wholesaler facilities located in Woburn, MA, Coxsackie, NY, and Cranbury, NJ. This wide ranging access to inventory enables W.B. Mason to consistently maintain a daily line item Fill Rate in excess of 99.50%, resulting in more complete deliveries, better service, and, ultimately, lower prices for W.B. Mason customers as W.B. Mason makes the fewest deliveries per order of any office products dealer and passes those operational savings on to its customers. The Company maintains warehouse staffing during all three shifts, and it is during the second and third shifts that orders are picked and the products contained are combined at each Local Service Facility as applicable into complete single orders for all end users. State of Maine end users receive Next Business Day delivery on orders placed by 6:00 PM local time, and the Company maintains live customer service until 6:00 PM Monday through Friday to assist customers in placing those sometimes unavoidable last minute

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orders for Next Business Day delivery. W.B. Mason makes virtually all deliveries for State of Maine end users on its own fleet of iconic trucks, running twenty seven trucks within the State of Maine. All deliveries made on W.B. Mason trucks are effected by uniformed employees of the Company in possession of photo identification at all times. With regards to continuity of service, W.B. Mason has demonstrated its long term commitment to State of Maine inclusive of all customers therein by building and opening in 2010 a 60,000 square foot state-of-the-art Local Service Facility in the city of Portland which currently employs over fifty people including sales, customer service, and distribution personnel. To ensure consistently high levels of service throughout the State, W.B. Mason operates two additional Local Service Facilities, one in Bangor, the other in Augusta. The result is a far reaching, substantial, meaningful, and enduring presence within the State which will continue to the mutual benefit of both W.B. Mason and the State of Maine for many years to come.

**iv. PLACING ORDERS** - The Bidders shall describe the process for registering new users and all ways that orders may be placed from users. At a minimum, the State of Maine requires a comprehensive, user-friendly online ordering system. The system must accept both credit card and ACH payments. Please note: if an ordered item is out of stock, the Contractor must notify the ordering entity for prior approval before substituting for the out of stock item.

W.B. Mason maintains an in house staff of E-Commerce support personnel who can register and setup new users without hours of request. State end users may continue place orders at [www.wbmason.com](http://www.wbmason.com), the Company's fast and easy-to-use online ordering platform as they have for nearly ten years. [www.wbmason.com](http://www.wbmason.com) accepts payments both by credit card and via ACH. End users may also place orders via toll-free phone, toll-free fax, via e-mail, via conventional mail, or through their assigned outside Account Executive.

Should an end user place an order for an item that is out of stock at time of order, W.B. Mason will notify that end user of the out of stock situation and, wherever applicable, offer an alternate of equal or greater quality at a price equal to or less than that of the out of stock item. The end user will then have the option of accepting the alternate item or waiting for the original item to be delivered. Out of stock items are typically and filled and delivered by W.B. Mason within three to five days of date of original order.

**v. PAYMENT** - The Bidders shall describe the process for registering new users and all ways that orders may be placed from users. At a minimum, the State of Maine requires a comprehensive, user-friendly online ordering system. The system must accept both credit card and ACH payments. Please note: if an ordered item is out of stock, the Contractor must notify the ordering entity for prior approval before substituting for the out of stock item.

W.B. Mason maintains an in house staff of E-Commerce support personnel who can register and setup new users without hours of request. State end users may continue place orders at [www.wbmason.com](http://www.wbmason.com), the Company's fast and easy-to-use online ordering platform as they have for nearly ten years. [www.wbmason.com](http://www.wbmason.com) accepts payments both by credit card and via ACH. End users may also place orders via toll-free phone, toll-free fax, via e-mail, via conventional mail, or through their assigned outside Account Executive.

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original order.

**vi. REPORTING** – On a quarterly basis, the successful Bidder(s) shall provide reports including information on usage, payment, real-time delivery tracking, and all other types of information to the State in an electronic format. Reports must be provided via email in MS Excel® format. Bidders must provide a sample of the MS Excel reports that the State will receive. It will be the successful Bidders' responsibility to schedule and hold all quarterly meetings on a timely basis, at a location of the Department's choosing (such as a State facility or a facility owned by the Contractor) and provide electronic copies of reports at least one week prior to quarterly meetings. Usage reporting information is considered to be information such as ordering entity (e.g. governmental entity within Maine), order number, date of order, date of delivery, item, quantity, unit price, item total, and total cost by account. Payment reporting information is considered to be information such as order number, amount invoiced, amount paid, when payment was received, and any data pertaining to outstanding amounts due. State the expected time required to respond with requested reporting information from the time of the request (if not regularly scheduled or available online), and whether the information is available online to the departmental end-users and the Division of Procurement Services.

W.B. Mason will continue to provide to the State of Maine comprehensive reporting inclusive on a quarterly basis. This suite of reporting includes:

- Detailed Usage Report customized to include: customer Account Number, Account Name, Address Code, Invoice Number, Invoice Date, Item Number, Item Description, Item Unit of Measure, Unit Price, Quantity for item ordered on each individual invoice, extended total for that line, Product Category, Delivery Address, and End User for each order/item.
- Form of Payment Report detailing the number of orders paid for by P-Card, Check, and Wire
- Payment Discount to Reconcile Report, essentially a W.B. Mason self-audit which lists orders for which eligible discounting was not automatically applied (total for Q1 2018: \$3.52). Any such amount is added on to the State's rebate due and paid at the end of the contract year.
- A comprehensive Delivery Report which includes the number of orders delivered to all State of Maine end users
- Quarterly Fill Rate Report
- Discontinued Items Report detailing items that have been discontinued by the manufacturer during the preceding quarter
- Rebate Report detailing and verifying the rebate earned by the State for the preceding quarter
- Short Ship Report detailing number of short ships for the preceding quarter
- User Report detailing all users, address for each user, approver(s) assigned to those users, and approval rules applicable to those users

**vii. CORPORATE COMMITMENT** - The Bidders shall make a commitment that, if selected, the resulting program shall have the support of senior management, especially as it relates to providing exceptional customer service to State of Maine departments and agencies; and if a lower price is available to an ordering entity for non-core products, the supplier will also meet and provide that price to the State of Maine. Please provide the name of a senior level manager who would champion this commitment.

W.B. Mason hereby commits that, if selected, the program offered to the State of Maine by W.B. Mason will have the support of the Company's senior management, inclusive of the company's Massachusetts based ownership group consisting of Leo J. Mehan III (President & Chief Executive Officer), Steven Greene (Chairman of the Board), and John Greene (President, Office Supplies Division). This ownership group, which has been together since the early 1980's, has time and again demonstrated its commitment to the State of Maine by opening three Local Service Facilities within the State and currently employing over ninety residents of the State of Maine in providing service to thousands of W.B. Mason customers within the State. W.B. Mason also commits to matching pricing to the State of Maine in instances where a lower price is offered by a competitor, consistent with the Company's published price guarantee. This commitment will be championed by Jeff DePaul, W.B. Mason's Regional Vice President of Sales for northern New England, John McDonald, W.B. Mason's regional Manager for the State of Maine and originally from Scarborough. John has been with W.B. Mason for ten years and has ascended to his current position having started with the Company in a sales capacity. A graduate of Bates College, John currently makes his home in Portland. This program will also be championed by Brian Olas, the longtime Account Manager assigned to the State by W.B. Mason and 44 year resident of the State of Maine, currently residing in North Yarmouth.

**viii. SUSTAINABILITY** - The Bidders shall provide a description of its implementation and use of sustainable product offerings and business practices that have minimal environmental impact.

W.B. Mason has long demonstrated and brought to market a strong commitment to sustainability. The Company offers for sale thousands of products that contain recycled content and/or otherwise green (such as ACMI certified Non-Toxic markers and highlighters) and makes those items easy for end users to find and purchase through the use of highly conspicuous icons as applicable such as those listed below:

*Products made with at least 30% recycled content*

*Products made with less than 30% recycled materials*

*FSC (Forest Stewardship Council) Certified*

*ACMI (Art & Creative Materials Institute) Certified Non-Toxic*

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*Sustainable Forestry Initiative (SFI) Certified*

*Does not contain BPA*

*Green Seal Certified products, products which have at least 30% post-consumer fiber. Neither virgin nor post-consumer fiber is bleached with chlorine or its derivatives*

*Indoor Advantage™ certifies conformance with LEED-C1 criteria for EQ4.5, as well as BIFMA X7.1 Low-Emitting furniture and seating. Indoor Advantage™ Gold certifies additional conformance with California 01350 Special Environmental Requirements and Collaborative for High Performance Schools (CHPS)*

*Fco Logo certifies products with an environmentally friendly manufacturing process and high sustainability requirements*

*These products have safer chemical ingredients. Only products that meet the Safer Choice standard which includes stringent human health and environmental criteria, are allowed to carry the label*

*U.S. Green Building Council (USGBC) is a nonprofit organization that certifies sustainable businesses, hospitals and schools. USGBC actively strives to expand green building practices and education with the LEED® (Leadership in Energy and Environmental Design) program*

*U.S. Government program that sets the standards for energy efficient products*

*California Air Resource Board (CARB) certified in meeting air quality standards in production of wood composite products*

*Complies to the BIFMA (Business and Institutional Furniture Manufacturer's Association) Sustainability Standard*

*GREENGUARD® certified for products that meet strict low emissions standards*

*GREENGUARD® GOLD certified for products that meet stricter low emissions standards*

The Company's portfolio of items containing recycled content extends across the full workplace products platform, inclusive of 100% recycled copy paper, remanufactured toner utilizing recycled cartridges, batteries now containing some recycled content, recycled paper towels and facial tissue, plates and bowls, chair mats, dry erase boards, binders, labels, correction supplies, pads, Post-It notes, desk accessories, and filing supplies; products found in every corner and closet and on every desk in today's workplace.

Non-toxic office products sold by the Company include markers, highlighters, art supplies, and adhesives, while its biodegradable item selection ranges across the product spectrum from Green Wave and Winecup brand cups and plates to packing peanuts to Jam brand presentation folders to Earth Friendly Products brand white board cleaner to Heavenly brand bathroom tissue and beyond. Worth noting is that a search on [www.wbmason.com](http://www.wbmason.com) for "biodegradable" products returns over 140 items, any of which could be made part of an optional or mandatory online "Swap-'N-Save-The-Environment" alternate product program. This program would suggest or mandate the use of recycled and/or "green" products wherever items not containing those attributes are initially chosen, thereby embedding "green" consumption habits wherever this program is implemented and maintained. Many of the appliances offered by the Company, including refrigerators, printers, dehumidifiers, water coolers, etc., are Energy Star compliant.

For many years the Company's delivery vehicles have been programmed with a top speed of 66 MPH and to shut down after three minutes of idling time. In 2017 it rolled out the first of its all-electric, range-extended step vans. This E-GEN step van demonstrates 40 MPGe fuel efficiency in on-the-road applications, which reduces vehicle emissions by 75% and is six times more efficient than conventional step vans. The E-GEN provides an average range of 120 miles on a single charge, with 60 miles all-electric utilizing Panasonic Li-Ion battery packs, and an additional 60 miles using the integrated BMW range extender. Workhorse's proprietary chassis design, powertrain, battery management system and real-time Metron telematics system provide reliable performance and optimize driver efficiency. Other operational practices that promote sustainability include the retrofitting of a number of its Local Service Facilities with motion sensor detection lighting as a means to conserve energy and the recycling of all toner cartridges, copy paper, and corrugated packaging used in house. Its Local Service Facility at 647 Summer St. in South Boston, MA is home to the largest solar installation in Boston at 2.8 MW.

With regards to additional customer facing initiatives, the Company offers to interested customers the opportunity to partake in a program of delivery of office supply items wherever feasible in reusable plastic totes in place of corrugated packaging. Customers who participate in this program receive delivery of appropriate items in these totes, which are then left at the end user's desktop for pickup by their W.B. Mason driver as part of their next delivery. In this manner the totes are used over and over again, thereby cutting down substantially in the amount of corrugated and other packaging materials utilized in the servicing of the end user. Among the entities who have participated in this program are Princeton University, Hamilton College, Hobart and William Smith Colleges, Skidmore College, St. Lawrence University, Union College, and Fairfield University.

The Company also engages in various environmental initiatives with specific customers including the reclaiming of obsolete hardbound catalogs each year which then are recycled, and the pickup of spent toner cartridges for empty shell recycling. In fact, W.B. Mason directly reclaims and earmarks for

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recycling over 400,000 cartridges each year. The Company also utilizes recyclable materials in its packaging in instances where the aforementioned reusable plastic totes are not used. The Company can also provide detailed consumption analysis for the University resulting in increased end user purchases of recycled and otherwise "green" items (ACMI certified non-toxic writing implements, for example) facilitated via W.B. Mason's aforementioned "Swap-N-Save The Environment" program.

Some of W.B. Mason's environmental initiatives come from the unlikeliest of sources. After seeing a news presentation on the environment choking proliferation of plastic beverage bottles collecting in the world's oceans, one of W.B. Mason's owners was determined to have the Company offer a viable, greener alternative to its customers. Soon thereafter, W.B. Mason's 'Blizzard' water cooler service was born, designed to provide pure and refreshing spring water to W.B. Mason customers in BPA free five gallon jugs, eliminating the waste of disposable plastic bottles. W.B. Mason now distributes millions of bottles of five gallon bottles to its customers each year in reusable plastic bottles, thereby having an immeasurable effect on the collective carbon footprint of those customers by eliminating the use of individual plastic bottles for individual consumption which so often end up in an already swollen waste stream.

- ix. CUSTOMER SUPPORT** - The Bidders shall explain what customer support is available to end-users including marketing of availability and accessibility process. This information must include the name of an account manager, whom end-users can contact in the event of an issue. Also, discuss how complaints, issues, and challenges are generally resolved. Discuss when, how, and with whom in the Bidders' management team the Department can exchange feedback, and identify/resolve problems.

W.B. Mason will provide dedicated sales and customer service support to the State of Maine and will make their services plus those of W.B. Mason's 200+ strong customer service department for all State end users. W.B. Mason's lead outside Account Executive for the State of Maine is Brian Olas. Brian has over fifteen years of experience in the office products industry including the past eight with W.B. Mason. Brian has been W.B. Mason's lead Account Executive for the State of Maine for the full duration of the past two contract cycles. The Company has also dedicated Heather Simard as the dedicated customer service representative for the State during the full course of the current contract. Heather has been with the Company in a customer service capacity for the past eleven years and works primarily out of W.B. Mason's Portland Local Service Facility. Both Heather and Brian's contact information is accessible via the [www.wbmason.com](http://www.wbmason.com) homepage custom center stage enjoyed by all State end users. Concurrent with Heather's assignment by W.B. Mason as the dedicated customer service representative for the State of Maine, Heather was made the customer service manager for the Company's Maine regional operations. Additionally, W.B. Mason employs a total of eight customer service representatives in the State of Maine in its three Local Service Facilities located within the State, all of whom are and will be fully versed in the full details of any agreement between the Company and the State, thus ensuring prompt, knowledgeable, and courteous customer service on a consistent basis for state administrators and end users. In a further effort to provide the State with unsurpassed customer support, W.B. Mason has established an E-mail address specifically for use by State of Maine contract users. This E-mail address, [maineweb@wbmason.com](mailto:maineweb@wbmason.com), prioritizes messages received from State end users over those sent by other parties so that all requests and inquiries initiated by the State can be handled promptly and knowledgeably by the Maine based staff that monitors this E-mail address. This inbox is monitored at a times by the aforementioned Heather Simard, Stephanie Angelides, and Jennifer Edmiston, all based professionally in and residents of the State of Maine. Any issues that may arise during the normal course of contract execution, regular or otherwise, are typically handled by this team and/or

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by John McDonald, W.B. Mason's Portland Branch Manager who oversees the day-to-day account management team assembled by W.B. Mason for the State. This team is accessible during normal business hours of 7:30 AM through 6:00 PM Monday through Friday. Additionally, Brian and John are available twenty four hours a day, seven days a week via cell phone to address any emergency issues that the State may have regarding rush deliveries or other matters of a similar nature. This team assembled by W.B. Mason is empowered to resolve all problems should they occur to the satisfaction of the State.

- x. IMPLEMENTATION PLAN** - The Bidder shall provide a plan to market and transition current statewide users to the resulting contracted program, including roll-out, training, marketing, web ordering, etc. The Bidder shall specify in its plan, in days, how soon orders can be placed by the State of Maine after this RFP's contract award announcement has been made. Please note: the ability to accept orders promptly after the contract award announcement does not mean that the Bidders' full programmatic solution needs to be in place. Temporary "stop-gap" measures to accept orders are allowable within the earliest phase of the program.

As the current contract holder for office products with the State of Maine, W.B. Mason's full program for the State is currently in place. Upon award of contract, pricing could be activated under terms of that contract the day the contract is officially consummated and all aspects of service and delivery can continue for the State without any interruption of any kind whatsoever.

**XI. OPPORTUNITIES FOR MUNICIPALITIES, POLITICAL SUBDIVISIONS, AND SCHOOL DISTRICTS**

The Division is committed to providing purchasing opportunities for municipalities, political subdivisions, and school districts within the State of Maine. The State's contractors are encouraged to make their products and services available to these entities through separate contracts, but under the same terms offered to the State of Maine. The Bidders shall indicate in its proposal its willingness to work with these other entities within the State of Maine, should those entities seek to do business with the State's successful Bidder(s).

W.B. Mason would be happy to extend the products and services available to municipal entities of the State of Maine, political subdivisions of the State, and school districts located within the State, as well as the University of Maine system under the same terms offered to the State of Maine.

**xii. QUALITY ASSURANCE**

The State of Maine requires superior quality assurance and internal controls from its successful Bidder(s). Bidders shall explain how they will conform to and support the following quality assurance expectations under the resulting contract, and recommend other possible quality assurance elements that can be provided.

1. Internal Audits performed by the successful Bidder(s): The successful Bidder(s) may be requested by the Department to perform internal audits from time to time. (Note: The Department intends to perform its own internal auditing as a separate activity from any internal audit performed by the successful Bidder(s).) Internal audits, when requested, shall be performed by the successful Bidder(s) at no additional cost.

W.B. Mason will be happy to conduct its own internal audits from time to time as requested by the State as well as participating in any independent audit that the State may conduct at any time

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Internal Audits performed by the Contractor: W.B. Mason will perform internal audits based on any criteria determined by the State at any time during the course of the Agreement at no charge to the State. W.B. Mason hereby acknowledges, additionally, the intention of the State to perform its own internal audit as a separate activity from any internal audit performed by W.B. Mason.

Product Sampling: The successful Bidder(s) may be requested by the Department to provide office supply product samples from time to time. The purpose of product samples is to ensure quality and conformance to specifications.

So noted and agreed to by W.B. Mason.

**Section III Economic Impact within the State of Maine**

The W.B. Mason Company has for several years and continues to have a substantial and growing impact within the State of Maine. The Company operates at present three Local Service Facilities within the State of Maine, in the communities of Augusta, Portland, and Bangor. In those facilities the Company presently employs seventy full time residents of the State of Maine who pay State income tax as a direct result of their employment with W.B. Mason. These residents pay various other taxes into state coffers owing in part to their income earned while working for the Company such as property taxes, sales taxes, excise taxes, and the like. W.B. Mason has grown substantially within the State of Maine and continues this rapid growth, offering additional employment opportunities to Maine residents such as recruiting from local colleges and universities within the State in an effort to help encourage graduates to remain within the State after graduation. In addition to investing in the residents of the State of Maine, W.B. Mason also invests in other businesses located within the State. Its cleaning and trash collection services for its three Local Service Facilities, its HVAC systems providers for those facilities, its corrugated recycler, and its contract furniture installers (utilized for contract and systems furniture jobs- not involved as a subcontractor in any aspect of W.B. Mason's performance of present or future office products contracts) on projects located in Maine are all Maine based companies, one of the aforementioned furniture installers currently employing thirty Maine residents. W.B. Mason's statement and invoicing processing company wide is provided by a Maine based company. With regards to the three Local Service Facilities from which the Company operates within the State, the Company leases its Augusta Local Service Facility from a local Maine resident and pays the local property tax for this facility. Likewise, W.B. Mason leases its Bangor Local Service Facility from a local business owned and based within the State. The Company built in 2010 and continues to operate its Portland Local Service Facility located at 106 Pine Tree Industrial Parkway, paying all applicable taxes and fees associated with the operation and occupancy of the building in the process. In an era where nationally based office products distributors are significantly diminishing their presence within the State in terms of both manpower and facilities (employing fewer Maine residents, operating fewer trucks, etc.), W.B. Mason continues to invest heavily in its presence within the State. In addition to the aforementioned Local Service Facility opened in Portland in 2010, W.B. Mason continues to operate sixteen Company owned vehicles in the State, contributing to the State the required state licensing fees and CDL certifications required in the operation of those vehicles while contributing further to the State at a rate of thirty cents per each gallon of gasoline utilized by these sixteen trucks in the course of making tens of thousands of deliveries within the State each year. The Company also has a further economic impact within the State via its contribution to a number of various Maine based charities including Sweetser, Catholic Charities of Maine, and The Salvation Army, to name but a few.

## Appendix B

**State of Maine  
Department of Administrative and Financial Services  
Bureau of General Services  
Division of Purchases**

**COST PROPOSAL FORM**

**RFP #201402689  
Statewide Office Supply Program**

Bidder's Organization Name: W.B. Mason Co., Inc.

- For the State of Maine's top 1,000 "Core List" items, please see the attached spreadsheet, and enter unit pricing and requested information in the open cells provided on that sheet (highlighted in yellow). Please do not change the order of the items listed, or delete any items.
- For all items purchased by the State of Maine that are not included within the "Core List", the State seeks to pay a fixed percentage discount from the Bidder's printed catalog list price. Bidders shall complete the table below, showing their standard catalog categories, and the fixed percentage discount offered.

<b>Catalog Category Name</b>	<b>Fixed Discount from List Price Percentage Offered</b>
<i>Example: "Technology and Communications Supplies"</i>	<i>Example: 35%</i>
<b>Facilities Maintenance</b>	<b>31%</b>
<b>Break Room</b>	<b>31%</b>
<b>Multipurpose Paper</b>	<b>50%</b>
<b>Remanufactured Toner</b>	<b>49%</b>
<b>Office Supplies</b>	<b>57.25%</b>
<b>Mailing &amp; Shipping Supplies</b>	<b>46%</b>
<b>Office Technology</b>	<b>31%</b>
<b>Ink &amp; Toner</b>	<b>42%</b>
<b>Furniture</b>	<b>31%</b>

*(Insert additional rows as needed, in accordance with the Bidder's catalog category structure.)*

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- For all items purchased by the State of Maine that are not included within the "Core List", and otherwise not clearly represented in the Bidder's standard, printed catalog, the State seeks to pay a fixed percentage discount from an agreed upon list price that would otherwise be offered to the general public. Bidders shall complete the table below, showing their fixed percentage discount offered for these "other" items. The State anticipates that very few items would fall under this purchasing category, but includes this discount as a means to guarantee that the State should not pay list price under any circumstances.



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Fixed Discount from Agreed List Price Percentage Offered ("Other" Items)
<i>Example: 35%</i>
6% off of WBM Open Web
Fixed discount of 6% off of W.B. Mason's Open Public Website resulting in discounting of up to 81% off Mfr. List Price

**Additional Cost Savings/Incentives for State of Maine**

**Volume Rebate.** paid within ninety (90) days of the end of the contract each year on qualifying net purchases (net purchases defined as purchases less credits and returns) under this contract by the State of Maine and University of Maine:

<u>Annual Net Purchases</u>	<u>Annual Rebate %</u>
\$0-\$2,249,999.99	2.50%
\$2,250,000.00 - \$3,249,999.99	2.75%
\$3,250,000.00 +	5.00%

**NOTE:** Any net purchases rebated directly to the University of Maine will count as volume towards the annual net purchases referenced above, but will not be rebatable to the State of Maine.

**Payment Term Discounts:**

<u>Payment Terms</u>	<u>Additional Discount %</u>
Invoice paid by use of Electronic Fund Transfer or P-Card within 20 days	2.25%
Invoice Paid by check within 10 days	2.25%
Invoice paid by check within 29 days	2.25%

**Average Order Size Rebate:**

<u>Average Order Size</u>	<u>Annual Rebate %</u>
\$150.00 - \$199.99	0.10%
\$200.00 - \$299.99	0.20%
\$300.00 +	0.50%

RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**



**United States. Please identify state:** Maine



**Other. Please identify country:** \_\_\_\_\_

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

# STATE OF MAINE

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

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

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

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

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

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

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

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

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

# State of Maine Competitive Award Authorization Form

**Form Instructions:** Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

<b>Contract Administrator:</b>	Justin Franzose	<b>Office/Division/Program</b>	Division of Procurement Services
<b>Contract Amount:</b>	\$0.00	<b>Contract (CT) Number:</b>	MA 18P 190412000000000000152
<b>Start Date:</b>	<b>5/1/2019</b>	<b>End Date:</b>	4/30/2020
<b>Selected Bidder's Name, City and State:</b>	W.B. Mason Co. Inc. 106 Pinetree Industrial Pkwy Portland, ME 04102		
<b>Short Description of Service:</b>	Statewide Office Supply Program		

## 1. Information on the Competitive Process Used

**If a RFP process was used:**

**RFP#:** 201802011 ☒ Initial contract. ☐ First renewal. ☐ Second renewal. ☐ Third renewal.  
If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

**If competitive quotes were obtained:**

☐ This contract award is the result of obtaining Competitive Quotes.

*The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:*

- The total contract amount is \$10,000 or less; and*
- If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

*\*Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

## 2. Identify All Bidders

- For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
  - List all vendors who were contacted for quotes;
  - List all vendors who responded and the quoted amounts for each and;
  - Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

- W.B. Mason and Staples Business Advantage
- The vendors who responded were Aztec Technologies, Barbarian USA Inc., Cartridge World, Central Jersey Office Equipment, Rasix Computer Center Inc., Staples Business Advantage, and W.B. Mason Co. Inc.



## State of Maine Competitive Award Authorization Form

The quoted amounts were:

Lot 1 Toner:

WB Mason: \$2,494,255.91

Staples: \$2,574,934.07

Rasix: \$2,444,092.57

Lot 2 Office Supplies:

WB Mason: \$2,753,915.53

Staples: \$2,823,552.49

**Selected vendor: WB Mason**

### 3. Review and Scoring Process.

- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.

**Please attach to this document all Competitive Quotes received (not RFP proposals).**

- A. A consensus approach was followed in reviewing and scoring the proposals. The team took individual evaluation notes. The individual evaluation notes were consolidated into team consensus evaluation notes for each proposal. Based on the consensus evaluation notes, the team decided which vendors were qualified for the reverse auction event. The reverse auction event was conducted, resulting in an award of the statewide office supply program to the low bidder for each lot. When all evaluation factors including economic impact, rebates, and payment discounts were applied to the bid prices, the low overall bidder was W.B. Mason.

### 4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Procurement Services website:

[http://www.maine.gov/purchases/files/Sample Award Notification Letter.doc](http://www.maine.gov/purchases/files/Sample%20Award%20Notification%20Letter.doc)

**Signature of requesting  
Department's Contract  
Administrator (or other  
relevant stakeholder):**



**Printed Name:**

Justin Franzose

**Date:**

4/26/2019