

MA 18P 19121700000000000086  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 01/01/20

**Expiration Date:** 04/30/25

**Master Agreement Description:** Modular, Open Concept & Stand-Alone Executive Furniture MA

**Buyer Information**

Thomas Paquette 207-624-7890 ext. Thomas.Paquette@Maine.gov

**Issuer Information**

Thomas Paquette 207-624-7890 ext. Thomas.Paquette@Maine.gov

**Requestor Information**

Thomas Paquette 207-624-7890 ext. Thomas.Paquette@Maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extending Agreement Until April 30, 2025

**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**

Amanda Drummond  
207-756-5964 ext.  
Amanda.Drummond@wbmason.com

**Commodity Information**

**Vendor Line #:** 1

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

**Commodity Line #:** 1

**Commodity Code:** 42594

**Commodity Description:** Modular, Open Concept & Stand-Alone Executive Furniture MA

**Commodity Specifications:**

**Commodity Extended Description:** New Modular Systems Furniture, Open Concept Furniture, and Stand-Alone Executive Style Furniture Statewide Master Agreement.

This Master Agreement covers the following Products:

Stand-Alone Executive Style Furniture: HON - 10500/Concinnity, Voi

Modular Systems Furniture: AIS - Divi

Open Concept Furniture: HON - Empower

Open Concept Furniture: AIS - Calibrate

Open Concept Furniture: AIS - Encounter PowerBeam and PowerBench

This Master Agreement also includes design, project management and installation services.

NOTE: This Master Agreement does not include any seating. All seating is covered under separate contracts.

Initial contract term 1/1/2020 to 12/31/2021.

First Renewal: 1/1/2022 to 12/31/2023.

Second renewal: 1/1/2024 to 12/31/2024.

Extension: 4/30/2025

All Specifications, Requirements, Terms and Conditions are attached an made part of this MA.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	01/01/20	04/30/25
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
David Morris 12/2/2024  
Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:  
Zach Crouanas 12/2/2024  
Signature Date

Zach Crouanas, Sales Manager

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department’s Discretion

**RIDER A**  
**Scope of Work and/or Specifications**  
**MA 191217-0086**

**Commodity:** New Modular Systems Furniture, Open Concept Furniture,  
and Stand-Alone Executive Style Furniture Statewide Master Agreement

**Master Agreement Competitive Bid RFQ:** 18P 191021\*0129

**Contract Period:** Through April 30, 2025. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

**Vendor Contact Person:** The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

**Name:** Amanda Drummond      **Tel:** 207-756-5964      **Email:** Amanda.Drummond@wbmason.com

**Prices:** Bid prices for furniture are a discount from manufacturer's list for a manufacturer's entire line of relevant product. Price Book Date and Name are referenced on the Vendors Cost Response sheet. Please Note: Discount offered is to include product delivery. All products are to be FOB destination to the ordering agency. No requests for extra delivery costs will be honored. Labor and installation, reconfiguration, design, and project management are provided at an hourly rate as a separate cost on the response sheet prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

**Quantities:** It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

**Ordering Procedures:** Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

**Using Departments:** The primary using departments of this Master Agreement are: ALL.

**Shipping Points:** The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility.

**Delivery:** Delivery and Service locations are to include all State agencies throughout the entire State of Maine with no geographical restrictions. Prior to product shipment to State Agencies, vendor **MUST** inspect all merchandise thoroughly. Inspection will not release vendor of the responsibility for faulty workmanship or damage during shipment, and any faulty or damaged item or component part will be repaired or replaced by the vendor. The vendor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with best commercial practice.

## Scope

**SCOPE:** Statewide Master Agreements to furnish New Modular Systems Furniture, Open Concept Furniture (that is compatible with the Modular Furniture) and Stand-Alone Furniture (Executive Style) Furniture on an "as needed" basis across all branches and agencies of State Government.

This Master Agreement covers the following Products:

Open Concept Furniture: **HON - Empower**

Stand-Alone Executive Style Furniture: **HON – 10500 Series, Concinnity, Voi**

Modular Systems Furniture: **AIS – Divi**

Open Concept Furniture: **AIS – Calibrate**

Open Concept Furniture: **AIS – Encounter PowerBeam and PowerBench**

This Master Agreement also includes design, project management and installation services.

**NOTE:** This Master Agreement **does not** include any seating. All seating is covered under, separate contracts.

## Specifications

### **PRODUCT SPECIFICATIONS:**

- Systems Furniture that includes acoustical freestanding panel partitions, miscellaneous workstation components and workstation accessories either to match existing installation or for new installs. Offerors must provide a comprehensive modular system that is capable of offering multiple configurations and viable solutions for an entire organization, including the clerical, product worker areas, the private enclosed areas, and the executive office. The system must come in a range of finishes, fabrics, and colors to harmonize and coordinate with the system and existing surroundings.
- All furniture offered shall meet or exceed the requirements of ANSI/BIFMA standards (American National Standards Institute & Business and Institutional Furniture Manufacturer's Association) (most recent issue) and will be free of defects and imperfections which might affect user safety, appearance, and life expectancy. Construction and design must address the requirements for daily commercial use.
- All panels must meet or exceed Class A requirements for flame spread and spark development as specified by the current National Fire Protection Association Life Safety Code # 101 and the Underwriter's Laboratories requirements for use with energy distribution components (Listed by UL under Office Furnishings QAWZ, as tested by Standard UL 1286). Permanently fire-retardant fabrics must be used on all panels, tack boards and flipper doors.
- Panels should be tested according to BIFMA (Business and Institutional Furniture Manufacturer's Association) (or similar) criteria as regards panel deflection/lean, surface impact resistance, shelf deflection/strength, lateral file, and flipper lid cycle.
- Only acoustical panels may be provided under this contract unless prior approval by this department is given.
- Offerors must ensure that equipment offered as manufactured or by modification be accessible to persons with disabilities as outlined in the current Federal "Americans with Disabilities Act" before the equipment will qualify to be purchased by the State.
- Contractor must provide detailed written cost estimates, including drawings, in advance for all jobs.
- Contractor must provide itemized invoices that clearly show each component, with manufacturer's part number that is being charged as well as any other charges being made against the job.
- Contractor must entertain stored existing modular in any configuration at the department's request.
- Contract(s) will be for specific manufacturer's lines. Products not covered under the product lines or not listed in the price book may not be sold without permission of the Division of Procurement Services.

### **A. Work Surfaces**

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

### **B. Acoustical Rating**

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

### **C. Product Longevity**

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

### **D. Panel System**

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

Panel Raceways shall consist of the following components:

- Raceway Pan a 14-gauge galvanized steel pan shall run the width of the panel and form a third horizontal structural cross member.
- Support Housing a two-fiberglass filled, structural nylon support housing to be included in each panel.
- Interlock Block be contained in the base of each panel. The interlock shall be made from either die cast aluminum or die cast zinc. The interlocks of panel shall mate with interlocks of adjacent panels providing lateral support and uniform height.
- Glides will provide 3-1/2" of vertical adjustment. Each panel to contain a minimum of two glides.
- Base – The 4-5/8" high, 3-1/4" deep base shall be galvanized, 24-gauge cold rolled steel base plate, 2 steel support posts, and 2 cable management side covers of extruded, fire-retardant PVC or polyphenylene oxide (Noryl) plastic. The support posts shall be press-fitted into the bottom of the panel's core. The side covers shall have grooved edges (with the groove on the bottom hinging the side cover to the base and the groove on the top hooking the side cover under a plastic lip on the bottom of the panel). Side covers with receptacle locations shall have a snap-in fillers of UL 94 V-0 rated material.
- Raceway Covers will be offered in powered and non-powered version. They shall be made of 22-gauge powdered coated steel and will be 4" high. The powered version shall contain openings for the use of U.S. standard receptacles. These openings will have an injection-molded bezel to cover the opening

when receptacles are not being used. Raceway covers shall be secured with a rooftop latch and spring clips at the bottom.

- Data Raceway Covers shall be the same construction as raceway covers but will have a data access opening to accommodate a data faceplate and modular jack.
- Panel Trim Rails shall be constructed of aluminum.
- Top Caps all panels shall have a top trim cap made from rigid PVC with trim color permeating throughout the entire part with textured surface to hide fingerprints.

### **E. System Hardware**

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

### **F. Electrical/Communications/Computer Provisions**

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

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

- The 8 conductors shall be:
  - 4 hot lines of #12 (12 gauge) AWG copper wire, each rated at 20 amps
  - 2 neutral lines of #10 (10 gauge) AWG copper wire
  - 2 ground lines (1 common ground and 1 isolated ground) of #12 (12 gauge) AWG copper wire
- The 8 conductors shall be color coded:
  - Green common ground
  - Green/Yellow isolated ground
  - White w/black lettering shared (common) neutral
  - White w/red lettering isolated neutral
  - Black hot circuit A
  - Red hot circuit B
  - Blue hot circuit C
  - Pink hot circuit D

The conductors, which run the length of the harness, shall be encased in a flexible insulating over mold of polyvinyl chloride (PVC) and contained in the metal housing.

### **G. System Components**

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



## **H. Drawer Storage**

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

## **I. Filing**

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

## **J. Freestanding File Cabinets Vertical & Lateral**

Cabinets shall be full-frame steel construction. Full-extension steel ball bearing slides on units with drawers, along with positive interlock, so that only one drawer can be opened at a time: inner drawer front and double-wall drawer construction for long-term durability. File Cabinets shall come in many sizes, heights, and widths. All standard paint colors shall be available to the State of Maine. The state will choose which colors are to be included in the Contract. Offerors shall include a color sample sheet the represents all color options available for the file cabinets.

## **K. Shelf Storage**

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

## **L. Bookcases**

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

## **M. Lighting Products**

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

## **N. Warranty**

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

All items of furniture delivered shall be guaranteed for materials and workmanship as follows:

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

Vendor **MUST** State the length and extent of your product's warranty for each furniture line being bid.

Vendor **MUST** Attach warranty information for each furniture line being bid.

## **SERVICE SPECIFICATIONS**

Services listed below are required as part of this Master Agreement. Bidder is required to include 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 these services.

### **A. Design Service**

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

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

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

Vendor will be required to submit drawings for each job to the Bureau of Real Estate Management (State Owned or Leased Space) for approval prior to finalization. Vendor is to submit drawings via email directly to BREM and the Agency on the submission. BREM is the only authority to provide final approval on the drawing submissions. All drawings and designs submitted will become property of the State of Maine.

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

### **A. Project Management Services**

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

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

- Compare specification requirements to existing assets that may be in State Storage to make the best use of assets.
- Provide detailed list of specifications that may be required to order.

### **B. Reconfiguration Services**

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

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

### **C. Installation Services**

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

- Conduct an inspection of the building to identify phasing and staging or any restrictions which might impact installation.
- Receive inventory, unpack, and stage product. Packing materials shall be removed from the work area at the end of each day. The site will be left "broom clean".
- Coordinate with the Project Manager, building electrician or subcontractors, such as telephone, computer network, etc. to schedule time of each.
- Repair obvious scratches, tears and dents that may occur during handling and installation.
- Ensure that the furniture shall be cleaned, adjusted, leveled, inspected for damage, and readied for use.
- Install systems furniture in accordance with manufacturer's installation instructions and requirements of this specification, ADA and ABA Accessibility Guidelines for Buildings and Facilities, Part II: ABA Application and Scoping requirements, and Contract Drawings.
- Upon completion of placement and leveling of all workstations, notification that the area is ready for "punch listing" shall be given to the project manager.
- Disposal of all delivery and installation debris, including packing materials will be the responsibility of the contractor. In case of dispute, the State may remove the debris and charge the cost to the contractor.

Any installation job will not be accepted and cleared for payment until the job has been approved by the project manager or other responsible State employee.

**RIDER B**  
**TERMS AND CONDITIONS**

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

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

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

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

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or

negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles 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 agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

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

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

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated)

upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

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

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

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

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

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

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

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

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

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

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider section



**Appendix A**

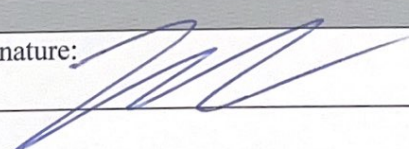
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: W.B. Mason Company		
Chief Executive – Name/Title: Leo Meehan – CEO		
Tel: 888-926-2766	Fax: 877-329-9669	E-mail: zack.crouanas@wbmason.com
Headquarters Street Address: 51 Centre St		
Headquarters City/State/Zip: Brockton, MA 02301		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid – Name/Title: Amanda Drummond		
Tel: 207-756-5964	Fax: 877-329-9669	E-mail: amanda.drummond@wbmason.com
Street Address: 106 Pine Tree Industrial Pkwy		
City/State/Zip: Portland, ME 04102		

By signing below Bidder affirms:

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

Name: Zack Crouanas	Title: Sales Manager
Authorized Signature: 	Date: 10/20/23

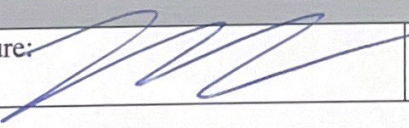
**Debarment, Performance, and Non-Collusion Certification**

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

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

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

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

Name: Zack Crouanas	Title: Sales Manager
Authorized Signature: 	Date: 10/20/23

**Vendor Price Sheet 2024**

**Open Concept Furniture**

Manufacturer: HON

Product Line: Empower

Percent Discount Off List Price: 72 %

Price Book Date & Name: HON Furniture List Price Effective Date 2024

How long are parts available? No anticipated discontinuations at this time

Delivery Days: 5-45 Days

**Stand-Alone Executive Style Furniture**

Manufacturer: HON

Product Line: 10500 Series, Concinnity, Voi

Percent Discount Off List Price: 60 %

Price Book Date & Name: HON Furniture List Price Effective Date 2024

How long are parts available? No anticipated discontinuations at this time

Delivery Days: 5-45 Days

**Modular System Furniture**

Manufacturer: AIS

Product Line: DIVI Panel System

Percent Discount Off List Price: 80 %

Price Book Date & Name: AIS Furniture List Price Effective Date 2024

How long are parts available? No anticipated discontinuations at this time

Delivery Days: 5-45 Days

**Open Concept Furniture**

Manufacturer: AIS

Product Line: Calibrate Series

Percent Discount Off List Price: 80 %

Price Book Date & Name: AIS Furniture List Price Effective Date 2024

How long are parts available? No anticipated discontinuations at this time

Delivery Days: 5-45 Days

**Open Concept Furniture**

Manufacturer: AIS

Product Line: Encounter PowerBeam and PowerBench

Percent Discount Off List Price: 80 %

Price Book Date & Name: AIS Furniture List Price Effective Date 2024

How long are parts available? No anticipated discontinuations at this time

Delivery Days: 45 Days

**Vendor Services**

	Standard Hours 8:00am to 5:00pm	Non-Standard Hours Including Holidays and Weekends
Hourly Rate for Labor and Installation	\$ 20.00	\$ 40.00
Hourly Rate for Design Services	\$ -	\$ -
Hourly Rate for Reconfiguration Services	\$ 20.00	\$ 40.00
Hourly Rate for Project Management Services	\$ -	\$ -



## HON FULL LIFETIME WARRANTY

### YOUR HON FULL LIFETIME WARRANTY

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

### WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

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

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

### HON'S FULL 12-YEAR WARRANTY

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

### HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

### HON'S FULL 5-YEAR WARRANTY

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

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

## **IS ANYTHING NOT COVERED?**

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

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

## **WARRANTY REQUESTS OR QUESTIONS?**

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

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

## **A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE**

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

# WARRANTY

## Limited Lifetime Warranty

This warranty is given to the initial purchaser and is valid for as long as the product is owned by the original Buyer. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to AIS within the applicable warranty period, AIS (at its option) will either repair or replace the defective product with a comparable component or product. The limited lifetime warranty applies to all products regardless of the number of shifts the product is used each day except as noted below.

Applicable Warranty Period	Products / Restrictions
Lifetime (as defined below)	All AIS branded products (except as noted below)
Ten (10) Years	Electrical products AIS Seating (frames and control mechanisms) Calibrate Series Calibrate Community Height Adjustable Tables (5 Year Mechanism)
Ten (10) Years - 24/7 Shift	Devens Seating
Five (5) Years	Moving parts, which include keyboard mechanisms, locks, suspensions, casters as well as AIS fabrics, upholsteries, mesh and PET material.  Calibrate Dry Planters - <i>Use of water or soil will void warranty under use regulations.</i>  AIS Seating (pneumatic cylinders, casters, glides, bases and arms, mesh and seating upholsteries)

This warranty does not apply to normal wear and tear damage caused by carrier, damage caused by transport of product from one site location to another, alterations to the product not expressly authorized by Seller, and products considered to be of a consumable nature such as bulbs and light ballast. AIS Seating normal use as defined under this warranty is the wear and tear that occurs during a 40 hour week when the product is used by a person weighing 300 pounds or less. AIS will not warrant any altered components or parts.

This warranty shall not cover labor or delivery charges and does not apply to items subjected to abuse, misuse, neglect, alteration, damage cause by shipment, storage, accident, fire, flood or act of God. The limited warranty is the sole remedy for product defect and no other expressed or implied warranty is provided, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. AIS shall not be liable for consequential or incidental damages arising from any product defect. A customer’s exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be repaired or replaced as specified above.

It also does not apply to customer’s own material (COM - i.e. material specified by Buyer that is not a standard AIS product offering) used in the manufacture of AIS products. Special Products that are not offered in the AIS standard price list will have a warranty of one year. A product will not be considered defective and Seller will not be obligated to replace it, if the product is not installed properly or is used in a “non-standard” fashion as prescribed by AIS. It is at the sole discretion of AIS to make a determination if a defect is due to improper product installation.

**THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AIS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.**

# TERMS AND CONDITIONS

## Pricing & Discounts

Pricing is determined by size of order and other criteria. Refer to your Authorized AIS Dealer Pricing Program for complete guidelines.

## Pricing & Discounts

- Purchase orders must be received by 12:00 noon EST in order for the following day to be considered start of ship date lead-time.
- The total net amount of order must be clearly indicated on all purchase orders.
- Account must be in good standing and have no past due balance for purchase order to be accepted.
- Only Authorized AIS Dealers may purchase from AIS.
- Special pricing taken on any order must reference AIS Special Pricing Authorization (SPA).
- If there are any discrepancies on purchase order, dealer will be required to "sign off" on final order detail. Signature by dealer constitutes acceptance of new purchase order amount and item details contained therein.

## Order Submission

Orders should be placed electronically through the AIS website using eOrders in DealerNet. Any questions on how to submit and track orders should be directed to your Customer Service Representative. Orders may also be emailed to AIS Customer Service.

- Email: [orderentry@ais-inc.com](mailto:orderentry@ais-inc.com)
- Orders can be tracked online at [www.ais-inc.com](http://www.ais-inc.com) -> Dealer Net -> Orders

## Order Changes & Cancellations

AIS understands that from time to time changes may be required on orders; however, as all AIS products are produced custom for each order, changes and cancellation costs will be assessed based on the following schedule. Review your acknowledgment thoroughly. All dates below are from time of acknowledgment.

- No fee for orders changed or canceled within one day (24 hours).
- A fee of 50% of the net pretax total of affected product if order is changed or canceled within two days (48 hours).
- A fee of 100% of the net pretax total of affected product if order is changed or canceled after two days (48 hours).
- A fee of 100% of the net pretax total of all product on Rush Orders or orders with custom product if changed or canceled after 24 hours.

Any non-standard worksurface sizes, panels, fabrics, laminates, paint colors, or product modifications are considered custom.

**Important:** Changing a product size to another size is considered a "cancellation" of one product for another and falls under the above program.

## Add-On Orders

Refer to your AIS Dealer Pricing Program via AIS DealerNet for terms and conditions for add-on orders.

## Payment Terms

A signed purchase order is required for all orders, unless waived by an officer of Affordable Interior Systems, Inc. (AIS). First time orders require a 50% deposit, unless waived by an officer of Affordable Interior Systems, Inc. (AIS). With approved credit, all balances are due within 30 days of invoice date.

## Rush Orders

For orders requiring less than stated lead-time, AIS will determine feasibility of meeting required lead-time and will assess the following "rush fee" if request can be accommodated.

## Credit

Three trade references (including bank and account number) are required. All accounts with balances beyond 30 days of invoice date will be put on credit hold until the balance is paid in full.

## Acknowledgments

Every order is acknowledged via e-mail. Dealer must sign the acknowledgment and return to Customer Service within 24 hours. Orders will be manufactured and invoiced based upon the information on the acknowledgment. If there is any discrepancy, please notify AIS immediately. Orders are accepted by AIS per terms on the acknowledgment.

All acknowledgments contain a two day window estimated shipping date.

If you do not want the merchandise earlier than the specified date, please write "Do not ship for arrival before \_\_\_\_\_" on your purchase order. AIS does not accept any returns once the product has shipped.

## Sales Tax

Affordable Interior Systems, Inc. is registered with multiple states. In this case, we are required by law to collect and remit sales tax to the states in which we are registered. Please download and complete the Multi-Jurisdictional Sales Tax Exemption Form from our website for all states which your company has a valid resale tax exemption certificate. Fax a completed form to our Accounting Department at (978) 562-0811.

Multi-Jurisdictional Sales Tax Exemption Forms are available on DealerNet.

## Freight Policy

FOB origin, freight pre-paid. Delivery includes standard Monday through Friday 7am to 5pm deliveries.

## Tracking Shipments

You will receive an email confirmation after your order has shipped that includes the following information: carrier, contact information and shipping reference number. AIS strongly encourages you to contact the carrier in order to track your shipments closely for an estimated delivery date. Your orders can be tracked online via DealerNet.

## Guaranteed Deliveries

AIS will gladly accept requests for delivery times and for drop-shipments on full truckload shipments. AIS is not able to offer two hour window delivery times for any less than truckload (LTL) shipments. Please contact AIS Project Management or Customer Service if you require delivery on a specific day during standard business hours and for a non-rushed shipment. We offer a guaranteed two hour window receipt on full truckload shipments for \$270 for one truckload, or two or more truckloads for \$540 during standard business hours. Your CSR must be notified two weeks prior to your ship date otherwise additional fees may apply. After-hours, holiday and weekend shipments may be arranged for an additional charge on full truckload shipments. Please contact AIS Customer Service for those rates.

## Call Before Deliveries

You may arrange a delivery with the carrier by noting "Call Before Delivery" on your order, which will typically delay receipt of the product until contact with the receiver has been made. You cannot add a call before delivery on a truckload shipment if you also have a guaranteed delivery arranged. Please note that call before deliveries are estimates only and should not be used when shipping direct to a job site. AIS is not responsible for any damages incurred for any late deliveries, including labor or any other charges resulting from unforeseen delays by any AIS or dealer chosen carrier. AIS strongly urges dealers to take into consideration the risk that carriers typically allow for a two-day delivery range.

# TERMS AND CONDITIONS

## Consolidating Orders

AIS acknowledges orders with a two day ship date range. We are committed to shipping your products within that acknowledged range. Shipments may be combined and consolidated in order to create a full truckload shipment. Shipments may also be hand load- ed in order to avoid LTL spillover. Full truckload shipments have less variable transit times as well as significantly less freight damage. Our goal is always to provide you with the best possible delivery service. Transportation efforts are managed as part of an ongoing effort to improve AIS's transportation efficiency thereby saving fuel, reducing emissions, and reducing air pollution associated with AIS's transportation activities.

### Please note:

Dealer may incur additional carrier Accessorial Fees if not specified and quoted at the time of order for the following, which may include but are not limited to the below. Request for a lift gate must be noted on the Purchase Order. There is a flat fee of \$150 for a lift gate at time of order entry. If you notify AIS or our carrier that you require a lift gate after order has shipped, additional fees will apply. Also note, redirect of shipment after order ships will incur a \$150 fee.

- No loading dock
- Redirect of product
- Refusal of product
- Storage
- Special truck size (standard is 53" trailer)
- Street unloads
- Lift gate requirement
- Detention charges after 2 hours of unload time for TL and 30 minutes for LTL

## Deductions

Deductions from invoices are not allowed, for any reason, without authorization from AIS.

## Delay of Shipment

Acceptance of AIS acknowledgment confirms order ship date. If dealer requests delay of shipment for any period greater than one day from scheduled ship date, storage fees will be assessed. Dealer must submit purchase order for estimated storage costs.

## Orders Shipping Beyond Standard Lead-time

At the time of order, any PO or dealer request that has a ship date beyond AIS lead time will be subject to all price increases or surcharges prior to shipment, unless otherwise noted on approved Special Pricing Agreement.

## Freight Claims

AIS will file freight claims for loss or damage if policy is followed. In order to make this policy maintainable, certain requirements must be met by the consignee in accordance with freight laws and carrier policies. These requirements are as follows:

All damage or lost freight must be reported to AIS within 72 hours of receipt. In the case of obvious damage, it must be noted in short detail on delivery receipt (i.e. scratched surfaces, dented cartons, missing pieces). BOL should be signed as damaged as well.

- If missing or damaged freight is discovered after receipt is completed, consignee must notify Carrier or AIS within 72 hours and request a corrected delivery receipt acknowledging loss or damage.
- A detailed list of missing or damaged pieces is required in order to assess the value of the claim. Please use your packing documents for part #s and label #s when reporting. Upon receipt of this information, AIS will contact the carrier and request an inspection or waiver thereof.
- In the case of concealed damage, AIS must be informed within 15 business days of receipt of product. All damaged product and packaging must be preserved as received pending an inspection or waiver of inspection by the carrier. All product that has a claim pending against it

must be available for carriers to salvage once the claim is paid.

- It is highly encouraged that digital photos are taken of any suspected freight damage. Photographic evidence substantiating claims should be provided electronically to AIS. With concealed damage, photos are required in original packaging, not installed, in order to have punch processed at higher than 85% discount. If there are no photos or product is installed, AIS will offer 85% highest allowable discount on replacement product.
- Any failure to adhere to these policies and procedures will result in claim responsibility shifting from AIS to the consignee.

## Force Majeure

Seller shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, Seller reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

## Liability

Seller, its contractors, authorized dealers and subcontractors or suppliers of any tier shall not be liable in contract, in tort (including negligence and/or strict liability) or otherwise for any special, indirect, incidental or consequential damages whatsoever, including, without limitations, damages or loss of other property or equipment, loss of profits or revenue or loss of use of equipment (including additional expenses incurred in using existing facilities).

The remedies set forth herein are exclusive, and the liability of Seller with respect to any contract or anything done in connection therewith, such as the performance or breach thereof, or from the manufacture, sale, delivery, resale or use of any Product covered by or furnished under the order, whether in contract, in tort (including negligence and/ or strict liability) or otherwise shall not exceed the price of the Product or part on which such liability is based.

## Local Codes

Seller considers its product to be office furniture and subject to all applicable local re, electrical and building codes. Since local codes may vary, the purchaser is responsible for the proper application and installation of AIS product in accordance with the requirements of these local codes. Seller shall not be responsible for any damages or expenses resulting from Purchaser's specifications not conforming to the requirements of the law or local building codes, unless it specifically agrees in writing to do so. Since Seller has no control over the use to which others may put its Products, each user or specifier should determine the Products' suitability for the particular application.

## AIS Supported Specification Software

AIS provides (at no cost) symbols and data libraries for the following applications. Only Authorized AIS Dealers may purchase AIS products. AIS supported software libraries are:

- 20-20 GIZA
- 20-20 CAP
- Project Matrix
- CET Designer





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/28/2023

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
<b>INSURED</b> W.B. MASON CO., INC. 59 Centre Street Brockton MA 02301 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Co.</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B: Starr Indemnity &amp; Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Starr Indemnity & Liability Company	38318	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Fire Insurance Co.	19682														
INSURER B: Starr Indemnity & Liability Company	38318														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570101891864      REVISION NUMBER:**

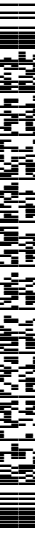
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			08CSES39805	09/30/2023	09/30/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: center;">Excluded</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Gen Agg Cap Limit</td><td style="text-align: right;">\$10,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	Excluded	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000	Gen Agg Cap Limit	\$10,000,000
EACH OCCURRENCE	\$1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000																				
MED EXP (Any one person)	Excluded																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$2,000,000																				
PRODUCTS - COMP/OP AGG	\$2,000,000																				
Gen Agg Cap Limit	\$10,000,000																				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08 CSE S39802	09/30/2023	09/30/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>BODILY INJURY ( Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> <tr><td>Uninsured Motorist</td><td style="text-align: right;">\$300,000</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY ( Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)		Uninsured Motorist	\$300,000				
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																				
BODILY INJURY ( Per person)																					
BODILY INJURY (Per accident)																					
PROPERTY DAMAGE (Per accident)																					
Uninsured Motorist	\$300,000																				
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			1000589559231	09/30/2023	09/30/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$5,000,000</td></tr> </table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000										
EACH OCCURRENCE	\$5,000,000																				
AGGREGATE	\$5,000,000																				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	08WNS39800	09/30/2023	09/30/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$1,000,000																			
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																			
E.L. DISEASE-POLICY LIMIT		\$1,000,000																			

Certificate No : 570101891864

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

<b>CERTIFICATE HOLDER</b>  W.B. MASON CO., INC. 59 Centre Street Brockton MA 02301 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center;"> </div>
--	--



## Appendix D

RFQ # 18P 1910210000000000129

**New Modular Systems Furniture, Open Concept Furniture,  
and Stand-Alone Executive Style Furniture  
Statewide Master Agreement**

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

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

Yes

Yes, with conditions as follows:

No

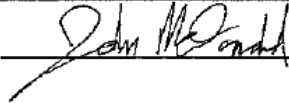
Name of Company:

W.B. Mason Co

Address:

106 Pine Tree Industrial Parkway Portland Maine 04102

Signature:



John McDonald – Branch Manager, WB Mason Maine

Date:

November 11, 2019