



## PROCUREMENT JUSTIFICATION FORM (PJF)

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Office of State Procurement Services.

*INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Procurement Services intranet site (Forms page) for additional instructions.*

PART I: OVERVIEW			
Department Office/Division/Program:	Transportation/Project Development		
Department Contract Administrator or Grant Coordinator:	Richard Myers		
(If applicable) Department Reference #:			
Amount: (Contract/Amendment/Grant)	\$ 10,080.00	Advantage CT / RQS #:	20250303000000001229
<b>CONTRACT</b>	Proposed Start Date:	<b>3/20/2025</b>	Proposed End Date: 4/10/2026
<b>AMENDMENT</b>	Original Start Date:		Effective Date:
	Previous End Date:		New End Date:
<b>GRANT</b>	Project Start Date:		Grant Start Date:
	Project End Date:		Grant End Date:
Vendor/Provider/Grantee Name, City, State:	Maintenance Reseller Corporation (MRC) Woburn, MA		
Brief Description of Goods/Services/Grant:	Annual maintenance and support of MathCAD licenses owned by MaineDOT Bridge Program.		

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Check the box below for the justification(s) that applies to this request. (Check all that apply.)			
<input type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input checked="" type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input type="checkbox"/>	D. Proprietary/Copyright/Patents	<input type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice
<input type="checkbox"/>	F. University Cooperative Project	<input type="checkbox"/>	L. Other Authorization



Please respond to ALL of the questions in the following sections.

**PART III: SUPPLEMENTAL INFORMATION**

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

Maine DOT Bridge Program proposes 1 shared license and 10 individual licenses of PTC Mathcad Prime. Mathcad is critical software for the Bridge Program, as it is used by all of our engineers to do structural calculations as a primary part of their job. Mathcad is sold as a yearly subscription that gives us access to the latest version of the software with any functional and security updates. Currently, the Program has 1 floating and 4 individual licenses.

2. Provide a brief justification for the selected vendor to supplement the response in Part II. Reference the RFP number, if applicable.

As part of the review of the software renewal, the Bridge Program identified 7 key categories of functionality that were needed for a software to be considered equivalent to Mathcad for calculations (equation display, unit conversions, programming, external references, desktop app, PDF export, and support) and did a review of other recommended software found via web searches, online forums, and professional references. None of them supported the full functionality of Mathcad for the specific features that are critical to our work process.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

Costs were checked against publicly quoted pricing or email quotes for other similar software to see how they compared. Other major engineering or science calculation packages have similar subscription costs.

4. Describe the plan for future competition for the goods or services.

We regularly monitor the marketplace for competitive products, as yet there are none available on the market with the functionality required by MaineDOT.

**PART IV: AMERICAN RESCUE PLAN ACT (ARPA) / MAINE JOBS & RECOVERY PLAN (MJRP)**

Does this request utilize ARPA/MJRP funds?

Yes, MJRP funds (023) – If Yes, please attach the approved Business Case(s).

Yes, ARPA funds (025) – If Yes, please be aware of the requirements from awarding federal agencies.

No – If No, proceed to Part V.


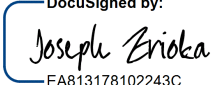
**PART V: CONFLICTS OF INTEREST (COI); CONTRACT WITH THE STATE**

Maine law contains Conflict of Interest statutes directed to State Departments, State Officers, and Employees Generally under MRS [Title 5, §18](#) and [§18-A](#), in harmony with MRS [Title 17, §3104](#).

The requesting department signatory understands and acknowledges Maine's Conflict of Interest statutes.

**PART VI: APPROVALS**

The signatures below indicate approval of this procurement request.

Signature of requesting Department's Commissioner (or designee):			
Typed Name:	William Pulver, C.O.O.	Date:	2-27-2025
Signature of DAFS Procurement Official:	DocuSigned by:  EA813178102243C...		
Typed Name:	Joseph Zrioka Director of IT Procurement	Date:	3/19/2025

**Note: Final dollar amount for the contract term will be prorated based on what the Bridge Program has already paid for this term (current license renewal fees).**

NOTE TO OSPS: Please use General Terms and Conditions for Purchases of IT Goods under IT-BPOs or IT-MAS.



**RENEWAL QUOTE**

**Q-2304924**

Remit To:  
**Maintenance Reseller Corporation**  
 PO BOX #2452  
 Woburn, Ma. 01888  
 United States

**Salesperson:** Bill Bean  
**Email:** wbean@mrcpds.com  
**Phone:** 781-756-9640

**Date:** February 24, 2025  
**Quote Number:** Q-2304924  
**Valid Until:** March 20, 2025  
**Customer:** 438008

**Quote For:**  
 MAINE DEPARTMENT OF TRANSPORTATION  
 16 State House Station  
 Augusta ME, 04333  
 USA  
**Attn:** Thomas Furrow

**Ship To:**  
 16 state house station  
 Augusta, ME 04333  
 USA

SUMMARY				
RENEWAL FOR:	PART NUMBER	SALES PRICE	QTY	TOTAL PRICE
Subscription - Mathcad Professional - Floating	SPN-7502-F	\$2,290.00	1	\$2,290.00
Subscription - Mathcad Professional - Individual	SPN-7502-L	\$779.00	10	\$7,790.00
<b>Sub Total:</b>				<b>\$10,080.00</b>
<b>Tax:</b>				<b>\$0.00</b>
<b>Grand Total:</b>				<b>\$10,080.00</b>

- List Price and Sale Price is Based on Per Unit Cost – Terms Conditions/Contract Following -







**RENEWAL QUOTE Q-2304924**

**OPTIONAL RECURRING PAYMENT FORM**

**CREDIT CARD**

This optional letter shall serve as a binding commitment by MAINE DEPARTMENT OF TRANSPORTATION to purchase software and/or services from **MAINTENANCE RESELLER CORPORATION (MRC)** via credit card on a recurring basis. Products purchased are in accordance with the Terms and Conditions of the "PTC License Agreement(s)." By signing up for this service **you will save 5% on your annual renewal** and will be notified 60+ days prior to your card being processed. Please note recurring payment discounts do not stack with other discounts.

\*All information below must be filled out completely\*

**Credit Card Number** \_\_\_\_\_

**Credit Card Expiration Date** \_\_\_\_\_

**CVV Code** \_\_\_\_\_

**Cardholder Name** \_\_\_\_\_

**Cardholder Phone Number** \_\_\_\_\_

**Cardholder Statement Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized signature for MAINE DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
Date





## RENEWAL QUOTE Q-2304924

# Terms and Conditions

### General Order Terms:

By purchasing, Customer hereby orders from *Maintenance Reseller Corporation* the support/subscription licenses identified in the table above. Customer may not cancel an order once it has been accepted. Subscription licenses may not be cancelled or reduced during the subscription term. Customer will be responsible for payment of the support/subscription fees for the entire subscription term. Other than the line items that serve to order Licensed Product(s), in no event shall any terms of a Purchase Order issued by Customer modify or become part of this Agreement or become binding. Customer shall be responsible for all shipping and handling costs as well as any sales, use, VAT, transfer and other taxes and duties imposed by any federal, state, municipal or other governmental authority relating to the Licenses granted hereunder

Customer hereby agrees that the items included in this order are subject to the terms and conditions of the applicable documents posted on <https://www.ptc.com/en/documents/legal-agreements>. The applicable documents are:

- the "On Premise License Agreement and Related Documents" for perpetual and subscription software licenses,
- the "Support Documents and Success Plans" for Support Services and Success Plans,
- "Instructor Led Training Terms and Conditions" for instructor-led training, etc.

Customer acknowledges it has read those documents and hereby agrees to be bound by them. Any licensing basis acronyms in the table above are explained in the PTC Licensing Basis Table document posted at <https://www.ptc.com/en/documents/legal-agreements>, which document also contains licensing basis information and usage restrictions applicable to this order. In the event of a conflict between this Quote and the applicable agreement(s), the terms and conditions of this Quote will prevail. Other than the line items that serve to order the products and services described above, in no event shall any terms of a purchase order or other documents issued by Customer modify or become part of this Agreement.

### Renewals:

The items ordered in this Quote shall automatically renew at the end of each term without the need for additional paperwork unless Customer notifies the MRC, or PTC notifies Customer and/or the PTC reseller, in writing of non-renewal at least 21 days prior to the renewal date. For subscriptions that are three months long, the renewal period will be additional three-month periods. For all other subscriptions, the renewal period will be the same length of the as the length of the initial term (but not less than 12 months). The fee for each renewal period may be increased and, in such event, Customer shall be informed (email sufficient) of the fee increase approximately sixty days or more prior to the renewal date.

### Remix:

At each anniversary of the subscription commencement date during the term of the subscription, Customer may, by giving MRC written notice at least 60 days prior to such anniversary date, change its subscription license mix by exchanging subscription licenses included in this Quote for other subscription licenses that (a) are currently sold by MRC, and (b) that are from the same Product Grouping, on a dollar-for-dollar basis (based on the then-current list prices of the products being exchanged). Product Groupings mean the following groupings of PTC products: Internet of Things products, Service Lifecycle Management products, PLM/ALM products, Vuforia products, and CAD products (but PTC's Creo products that are, or that have embedded technology from Ansys are not included and are not eligible for exchange). No refunds or credits will be issued as a result of any exchange;

- The products to be obtained via exchange must be commercially available from PTC as of the date hereof and also still be commercially available from PTC at the time of the proposed exchange;
- For packages and items purchased as part of special offerings, the entirety of the package/special offering items may be exchanged, but not part(s) of such packages/special offerings;
- Where a package is being remixed, the remix credit must be allocated to its component Product Groupings consistent with how PTC allocates the revenue for that package);
- No exchange rights will be available for products that were included at no charge as part of any special promotional program or any bundled product item,
- Exchange is not allowed to or from eLearning products and/or customer success offerings;
- Exchange rights may not be exercised to exchange subscription licenses to or from hosted or SaaS items; and

If exchange rights are exercised with respect to products for which PTC is providing cloud (or hosting) services for Customer, PTC will not be obligated to provide cloud/hosting services for the new products unless PTC provides cloud/hosting services for such products generally, and the fees for PTC's cloud/hosting services may be increased by PTC depending on PTC's fees for providing cloud/hosting services for such changed products. Subscription licenses cannot be remixed with Cloud/SaaS products.

### Personal Data:

All personal data received or collected by PTC or the PTC Reseller identified above in connection with the performance of its obligations will be processed in accordance with the Data Processing Terms and Conditions available at <https://www.ptc.com/en/documents/policies> and PTC's privacy policy <https://www.ptc.com/en/documents/policies/privacy>.

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*Thank you for your business.*

## Vye, Tasha

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**From:** Bill Bean <wbean@mrcpds.com>  
**Sent:** Monday, February 24, 2025 10:32 AM  
**To:** Vye, Tasha  
**Subject:** RE: MRC renewal Quote \*Q-2127089  
**Attachments:** Renewal Quote - Q-2304924.pdf

**EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.**



Hi Tasha

We could do this in a few ways, however where we still have some time, the easiest way would be to add the new seats with the renewal ( attached quote will do so )

The other options would be renew the original quote and either add new licenses on a prorated basis to the contract or have the new licenses put on a separate contract renewal cycle.

Let me know what you would like to proceed with or if you have any questions.

**William Bean**  
Maintenance Reseller Corp.

 wbean@mrcpds.com  
 781-756-9640  
 mrcpds.com



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**From:** Vye, Tasha <Tasha.Vye@maine.gov>  
**Sent:** Monday, February 24, 2025 9:49 AM  
**To:** Bill Bean <wbean@mrcpds.com>  
**Subject:** MRC renewal Quote \*Q-2127089

Hi Bill,

We have a question regarding how you'd like us to proceed with the renewal request. We'll actually need 10 individual subscriptions and 1 floating subscription, so could we receive an updated quote based on this?

That said, it will likely take some time to get approval for the increased subscriptions, and we'll need to get the new quote approved at the state level as well. In the meantime, would you recommend renewing the current quote with only the 4 individuals and 1 float, or do you suggest another course of action? We want to ensure we don't lose any coverage, so we'd appreciate your guidance on how best to move forward.



Thanks in advance for your help!

Best regards,

**Tasha Vye – Clerk IV**  
**MaineDOT –Bridge Program**  
**SHS# 16, 24 Child Street**  
**Augusta, Maine 04333-0016**  
**Office: 207-624-3446**  
[Tasha.Vye@maine.gov](mailto:Tasha.Vye@maine.gov)

