

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 04/25/14**Expiration Date:** 04/24/18**Master Agreement Description:** Annual Contract for Telephone Headsets and Equipment**Buyer Information**

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Issuer Information

JUSTIN FRANZOSE 207-624-7337 ext. justin.franzose@maine.gov

Requestor Information

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

Authorized Departments

ALL

Vendor Information**Vendor Line #: 1****Vendor ID**

VC1000094897

Vendor Name

W B MASON CO INC

Alias/DBA**Vendor Address Information**

106 PINETREE INDUSTRIAL PKWY

PORTLAND, ME 04102

US

Vendor Contact Information

Brian Olas

888-926-2766 ext. 8146

brian.olas@wbmason.com

Commodity Information

Vendor Line #: 1

Vendor Name: W B MASON CO INC

Commodity Line #: 1

Commodity Code: 72555

Commodity Description: Annual Contract for Telephone Headsets and Equipment

Commodity Specifications: As per the specifications attached and made part of this MA.

Quantity 0.00000	UOM 	Unit Price \$0.00
Delivery Days 1	Free on Board 	
Contract Amount \$0.00	Service Start Date 	Service End Date
Catalog Name HEADSETS	Discount 0.0000 %	
	Discount Start Date 04/25/14	Discount End Date 04/24/18

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details:Net 30

STATE OF MAINE
Request for Quotations (RFQ) for Statewide Phone Equipment

BID INSTRUCTIONS AND SPECIFICATIONS

SCOPE: The State of Maine is requesting quotations / bids for various phone equipment & accessories as listed on Attachment A. The resulting contract is anticipated to have a two-year period of performance, beginning **April 28, 2014** and ending **April 27, 2016**. The resulting contract is also anticipated to have two possible one (1) year extensions, possibly extending the contract as late as **April 27, 2018**, at the discretion of the State with the consent of the contract awardee.

Phone Equipment & Accessories were previously purchased by the State of Maine Central Warehouse and distributed to State Agencies and Political Subdivisions/Municipalities in Maine. The State of Maine's Central Warehouse is closing as of April 25, 2014, and therefore the State is seeking a new method through which to have State Agencies and Political Subdivisions/Municipalities purchase and receive their Phone Equipment & Accessories. As a result of this RFQ, the State intends to award one or multiple "Master Agreement" type contracts for the **direct delivery** of these items to State Agencies and Political Subdivisions/Municipalities. A Master Agreement, by its nature, is indefinite in its size and value. It does not determine a specific quantity, time, or place, for the State's Phone Equipment & Accessories ordering practices. The nature of this anticipated contract is that multiple ordering entities will place their orders on a regular basis on an as needed basis – usually in small quantities – at any given time.

BID PRICES: Prices must remain firm for the duration of the initial two-year contract period. Please place your response in the State of Maine's electronic procurement system, Advantage/Vendor Self Service (VSS). To be considered under this RFQ, a bidder's pricing must not be subject to a minimum order size. Prices must include transportation and delivery charges fully prepaid by the bidder to all State of Maine Agencies and any Political Subdivisions/Municipalities who wish to take advantage of this agreement.

AWARDS: State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" takes into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications listed, and other Best Value considerations have been made, then the State will make its contract award decision based on the lowest price among the bidders.

At the discretion of the State, if a bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that bidder's submission may not be considered for contract award.

In the event that none of the bidder submissions received conform to the specifications of this RFQ, then the State may choose to not make any contract award. Alternatively, the State may make a contract award to the Best Value bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two

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Request for Quotations (RFQ) for Statewide Phone Equipment

BID INSTRUCTIONS AND SPECIFICATIONS

responses are received with one bidder meeting four requirements, and one bidder meeting three requirements, then the State, at its discretion, may make a contract award to the bidder meeting four requirements.

If necessary in the future, additional Phone related items may be added to any existing Master Agreement between an awarded bidder and the State of Maine, in lieu of creating a new Master Agreement with the same awarded vendor. All items would fall under the current terms of the pre-existing Master Agreement.

The State of Maine reserves the right to not make an award for every item on Attachment A. The State of Maine also reserves the right to add items to any Master Agreement, on an as needed basis.

The State of Maine, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to the RFQ.

TAXES: The State is exempt from payment of Federal Excise Taxes and also State Sales Tax. An Exemption Certificate can be furnished to the awarded bidder upon request.

DELIVERY: Deliveries **MUST** be made in a timely manner, state estimated delivery days with your bid. Delivery days may be a factor in the award. The Contractor will be responsible for the delivery of material in first class condition and in accordance with good commercial practice.

ORDERING PROCEDURE: Units will be ordered by agencies on an “as needed” basis. Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5000.00 will workflow to the Division of Purchases’ Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

CREDIT CARD USAGE: Please be advised that the State of Maine is requiring the awarded bidder(s) to accept credit cards as a form of payment for the procurement of the goods and services under this contract. Bidders will be required to accept these cards, and the pricing offered to the State of Maine shall be the final cost to the State, regardless of the payment method. No surcharge or other compensation will be allowed.

EXTENSION OF CONTRACT: The State of Maine’s Director of the Division of Purchases may, with the consent of the awarded bidder, extend the contract period beyond the indicated expiration date. As noted at the beginning of the RFQ, contracts may be extended at one-year intervals for two additional years.

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BID INSTRUCTIONS AND SPECIFICATIONS

CANCELLATION OF CONTRACT: The State of Maine reserves the right to cancel a contract with a thirty day written notice, or cancel immediately if the awarded bidder does not conform with the terms and conditions of the contract.

REPORT OF PURCHASES: Upon request, the awarded bidder will be required to furnish to the Director of the State of Maine Division of Purchases, or designee, a summary of total purchases made under this contract.

APPROVED EQUIVALENTS: The State of Maine's specifications are listed in the RFQ, and attached. Any bidder meeting the specifications will have its bid considered for award. Any bidder who seeks to propose an alternate item from what is specified should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts". The "Alternate Bids" portion of the aforementioned Statute is referenced below (please refer to this link for the complete statute: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>).

***Alternate bids.** When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. There is a presumption that any reference to a particular manufacturer's product either by trade name or by limited description has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. Consideration must be given to proposals submitted on approved equal alternate commodities to the extent that such action serves the best interest of the State. The bidder submitting a proposal on a commodity other than as specified shall furnish complete identification, descriptive literature or data with respect to the alternate commodity that the bidder proposes to furnish. Lack of such information on the bid must be construed to mean that the bidder proposes to furnish the exact commodity described. The State reserves the right to reject any bids, in whole or in part, to waive any formality or technicality in any bid and to accept any item in any bid.*

If you have a question regarding this RFQ, you must submit your questions thru the Question and Answer link on the Solicitation Details View page. Your answer will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid for this RFQ.

VENDOR CUSTOMER	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS	PRODUCT/CATEGORY
VC1000094897	PLNH41N_H81N	WB Mason			72555	HEADSETS-TRISTAR H81N	n/a	ea	\$68.19	1	
VC1000094897	PLN2996001	WB Mason			72555	VOICE TUBE FOR HE149 & HE463	n/a	ea	\$3.14	1	
VC1000094897	PLN2701903	WB Mason			72555	HEADSETS-"Y" TRAINING ADAPTER FOR HEADSETS	n/a	ea	\$21.28	1	
VC1000094897	PLN1759301	WB Mason			72555	HEADSETS-VOICE TUBE	n/a	ea	\$4.44	1	
VC1000094897	PLNHW251N	WB Mason			72555	HEADSETS-1 EAR W/ HEADBAND SUPRAMONAUURAL HW251	n/a	ea	\$61.12	1	
VC1000094897	PLNM22	WB Mason			72555	HEADSETS-UNIVERSAL MOD. BASE	n/a	ea	\$71.84	1	
VC1000094897	PLNHW261	WB Mason			72555	HEADSETS-SUPRA BI PLANTRONICS	n/a	ea	\$63.24	1	
VC1000094897	PLN4070902	WB Mason			72555	HEADSETS-REPLACEMENT PAD (SET2)	n/a	ea	\$1.27	1	
VC1000094897	PLNH41N	WB Mason			72555	HEADSETS-OVER THE EAR MIRAGE	n/a	ea	\$68.19	1	
VC1000094897	PLNH31	WB Mason			72555	HEADSETS-OVER THE EAR STARSET III W/OUT DISPLAY	n/a	ea	\$64.95	1	
VC1000094897	PLNCT14	WB Mason			72555	HEADSETS-CORDLESS PHONE W/HEADSET CT-14	n/a	ea	\$86.17	1	
VC1000094897	PLN8108701	WB Mason			72555	HEADSET-REPLACEMENT BATTERY FOR CORDLESS CT-901-HS	n/a	ea	\$7.98	1	
VC1000094897	PLN8618001	WB Mason			72555	REPLACEMENT BATTERY FOR CS540 HEADSET	n/a	ea	\$21.28	1	
VC1000094897	PLN6771201	WB Mason			72555	HEADSETS-LEATHERETTE EAR CUSHION	n/a	ea	\$4.89	1	
VC1000094897	PLNH91N	WB Mason			72555	HEADSETS-ENCORE H91N	n/a	ea	\$69.95	1	
VC1000094897	PLN2671601	WB Mason			72555	HEADSET CORD, REPLACES THE BASE	n/a	ea	\$24.75	1	
VC1000094897	PLNCS540HL10	WB Mason			72555	CS540 WIRELESS HEADSET W/ HL10 HANDSET LIFTER	n/a	ea	\$240.43	1	
VC1000094897	PLN6439901	WB Mason			72555	CS55 BATTERY REPLACEMENT	n/a	ea	\$21.28	1	
VC1000094897	PLN6439411	WB Mason			72555	CS55 REPLACEMENT EAR LOOP	n/a	ea	\$2.66	1	
VC1000094897	PLN8028701	WB Mason			72555	CS55 ONLINE INDICATOR LIGHT	n/a	ea	\$17.02	1	
VC1000094897	PLN7244241	WB Mason			72555	HIS adapter cables for VOIP - P/N 72442-41	n/a	ea	\$23.94	1	
VC1000094897	PLN8368101	WB Mason			72555	PLANTRONICS APV-6A HEADSET ADAPTER 83681-01	n/a	ea	\$42.55	1	
VC1000094897	PLN3873411	WB Mason			72555	APV-63 HEADSET ADAPTERS	n/a	ea	\$45.74	1	

MODEL	DRAWING	PIECE	SERIAL NUMBER	SPECIFICATION	SIZE	COLOR	PICTURE FILE NAME
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PAUL R. LePAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
DIVISION OF PURCHASES
BURTON M. CROSS BUILDING, 4TH FLOOR
9 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0009

RICHARD W. ROSEN
COMMISSIONER

MARK W. LUTTE
DIRECTOR

Division of Purchases
Burton M. Cross Bldg.
9 State House Station
Augusta, ME 04333-0009
Tel. (207) 624-7337
Fax (207) 624-6578

Division of Purchases, 9 State House Station, Augusta, Maine 04333-0009
Department ADA Coordinator (207) 287-4350 (voice) or (207) 287-4537 (TTY)

Contract Number
MA 140425*160

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Annual Contract for Telephone Headsets and Equipment

Contractor: W B MASON CO INC

Contract Period Extended To: 04/24/2018

New Lower Pricing: Please adjust attached spreadsheet

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract **No # MA 140425*160** until **April 24, 2018** with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
DIVISION OF PURCHASES
BURTON M. CROSS BUILDING, 4TH FLOOR
9 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0009

PAUL R. LePAGE
GOVERNOR

RICHARD W. ROSEN
COMMISSIONER

MARK W. LUTTE
DIRECTOR

Contractor: WB Mason

By: 

E-mail Address: Brian.Olas@wbmason.com

Date: 6/1/2017

Dollar value the State has spent on this contract from 04/25/2016 to present: \$ 35,589