**STATE OF NEW HAMPSHIRE**
**Dept. of Administrative Services**
**Div. of Procurement and Support Services**
**Bureau of Purchase and Property**
**State House Annex**
**Concord, New Hampshire 03301**

**Date:** November 27, 2019

# NOTICE OF CONTRACT
# (EXTENSION)

**COMMODITY:** Commercial Office Furniture-Herman Miller

**CONTRACT NO.:** 8002631

**NIGP:** 425-0000

**VENDOR:** Creative Office Pavilion
155 Dow Street
Manchester, NH 03101

**VENDOR # :** VC#174615 R001

**CONTACT PERSON(s):** Daniel Bellone
**Tel. No.:** #603-782-1277
**Fax No.:**#603-641-3946
**E-Mail:** daniel.bellone@cop-inc.com

**EFFECTIVE FROM:** November 8, 2019 Through: October 31, 2022

**TERMS & PAYMENT:** Payment will be made by Procurement Card (P-Card-Visa Credit Card) upon delivery; if installation is required, the P-Card shall not be charged until acceptance of work to the State's satisfaction.

**DELIVERY TIME:** The Contractor agrees to make deliveries to ordering agencies within mutually agreed time frames. All orders must be delivered and installed at the receiving/using agency's facility no later than sixty (60) business days after the manufacturer's receipt of the order.

Contractor's Minimum Advance Notice of Intended Delivery to Agencies:

- Orders up to $500.00 — 1 business day notice
- Orders of $501.00 up to $5,000.00 — 2 business day notice
- Orders of 1 Tractor Trailer or More — 5 business day notice

**F.O.B.:** Destination

**ORDERING:**
**All** payments shall be made via Procurement Card (P-Card-Visa Credit Card).

**QUESTIONS:** Direct any questions to Laura Ingram, 603-271-2009 or Laura.Ingram@das.nh.gov

## Necessary Ordering Information From Contractor to State Agencies:

Purchasing requires all quotes be submitted with the following information:

- Name of requesting agency by Department, Division and Bureau and/or Section
- Location (city and address) of the delivery point/s
- All product catalog numbers, quantities, sizes, descriptions, finishes, fabric selections and colors, list prices, discounts, net prices and the grand total
- All items must be keyed to the anticipated installed locations, (room/number/name and users name) with the net price sub-totals being provided for these locations
- If requested, successful Vendor(s) shall provide manufacturer's photos of the product selected.

- Finish/fabric specifications
- Installation floor plans scaled to no less than 1/8"= 1'0" or submitted via AutoCad 2000 compatible file are required. The plans must be keyed to the specifications showing exact placement of all new furnishings.

**Prior To Order Being Placed By Purchasing:**
The Contractor's cooperation in explanation of all plans is required. The Contractor will utilize State of New Hampshire Space Planning Standards available for reference on the State of New Hampshire web site at: https://das.nh.gov/bpm/Docs/Interior_Space.pdf. Any deviations from the Space Planning Standards must be approved, in advance, by the Agency.

The Contractor's invoice will document the list price and the net price to the State of New Hampshire.

**Resource information to be provided to "Planning" by Contractor:**
Within five (5) working days of contract award, the Contractor shall supply one (1) complete set (in catalogue form) of all available fabrics and finish samples offered under the terms of this contract. Such samples must provide by small actual finish/fabric selections, not just graphic facsimile. Contractor shall be responsible to keep this information up-to-date during the contract term, removing all obsolete offerings and providing all new offerings.

Within five (5) working days of contract award, the Contractor shall provide "Planning" with their furniture manufacturer's current fully compatible (Planning uses Windows 10 operating system and AutoCAD Architecture 2016) planning/drafting software, such software to provide complete graphic symbols of all furniture components offered to the State through this contract. The Contractor shall fully support installation and use of this software at no charge to the State.

**Installation Requirements:**
The Contractor will be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment awarded in accordance with Specifications.

Storage charges shall only be acceptable in certain instances which are defined in "Storage Charges" herein. Shipments are to be properly packaged to meet accepted commercial standards without any charge to the State of New Hampshire. All orders are to include installation and/or set up at the delivery site that includes delivery to the appropriate building, floor and room.

Set up will be done at the same time/date the order is delivered, unless advance mutual written agreement is in place. Personnel representing the Contractor will have the proper installation certification, enabling them to perform all installations in accordance with manufacturer's guidelines and specifications, and in accordance to the approved installation floor plans. The Contractor will be responsible for the conduct and appearance of all installation personnel.
Failure of the Contractor to make a site visit does not relieve the Contractor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

**Packaging:**
Shipments are to be properly packaged to meet accepted commercial standards. If products are delivered to the site in a damaged or defective condition, the Contractor will offer the State of New Hampshire the option of using those products at a discounted rate with the same warrantee or temporary (substitute) similar products at no charge until the replacement products arrives. The Contractor is responsible to keep requesting agency updated on the status of products that are re-ordered due to defect or damage.

**Punch List:**
The Contractor will perform a "walk through" of all new installations with the agency's representative, making note of any damaged, missing, or miss-ordered items, documenting them in the "punch list" along with notation regarding how the parties have agreed to resolve all problems. The "punch list" will be reviewed and signed by both parties and a copy left with the receiving agency's representative. For orders of $10,000 or less, all discrepancies or problems noted in the "punch list" must be resolved before the Contractor's invoice will be paid by the State of New Hampshire. For orders of $10,000 or more, 10% of the payment shall be withheld by the State of New Hampshire from the Contractor's invoice until such time all "punch list" items are resolved.

**Warranty Requirements:**
The Contractor will be required to warranty all equipment/product awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, installation, travel, lodging and expenses.

**Return Charge:**
There shall be no restocking or other return fee for the return of manufacturer's standard product lines. Custom manufactured items may not be returned, unless the State determines the items do not meet specifications.

**Storage Charges:**
If, during the term of this contract, a receiving agency notifies the Contractor less than 30 days prior to the agreed delivery date (which was stated on the Purchase Order (PO), or under separate written agreement) that the delivery will be delayed by two (2) working days or more, storage charges for "*large orders" (as defined below) may be billed to State of New Hampshire (to the agency requesting the delay).

*Storage fees shall be charged only on "large orders" which are defined as orders requiring at least half a tractor-trailer for delivery, or having a total net purchase price of $50,000 or more.

Storage charges are not to exceed the amount set for in the following schedule:

- Daily Billing Rate for Storage Shall Not Exceed - $100 a day
- Weekly Billing Rate for Storage Shall Not Exceed - $300 a week
- Monthly Billing Rate for Storage Shall Not Exceed - $1,000 a month

**Site Clean-Up/Recycling of Packaging:**
No packaging materials and/or boxes are to be left at the delivery site. The Contractor is responsible for removal and recycling of all packaging materials.

**Compliance:**
All products will be certified by the Contractor as being new, not used, or rebuilt, or having been used as demonstration or evaluation equipment.

If proper delivery notice is not given to agencies, delivery may be refused and Contractor will deliver at a later date at no extra charge to agency.

**Design and Interior Space Planning Services:**
Under the terms of this contract interior space planning services are to be provided by the Contractor for each order. Each order shall include complete installation specifications keyed to scaled, accurately drafted floor plans. There shall be no limitation to the number of revisions an agency may request. These services are to be provided free of charge to all agencies procuring new furniture. Further requirements are:

Floor plans prepared by the Contractor shall clearly and accurately include the depiction any existing furnishings or equipment to be reused in conjunction with the Contractor supplied furnishings.

The Contractor will utilize the State of New Hampshire's Space Planning Standards. Any deviations from the Space Planning Standards must be approved, in advance, from "Agency".

All interior planning and specifications prepared by Contractor will fully incorporate compliance with all applicable federal, state and local codes and ordinances. Such codes include but are not limited to: "BOCA national building code", IBC (International Building Code), "NFPA fire prevention code", ADA (Americans with Disability Act), "NH Barrier-Free Design Code", and the State of New Hampshire "Space Planning Standards". For the Space Planning Standards reference the State of New Hampshire web site at: https://das.nh.gov/bpm/Docs/Interior_Space.pdf.

The Contractor interior space planning "Programming" will include: Conducting interviews with end user regarding the budgetary and spatial restrictions of the project, their overall and particular spatial needs, and the rate of anticipated growth or consolidation. This information will be coordinated with the agencies overall goals and objectives, existing equipment and structural renovation limitations, prior to the Contractor promulgating and proposing new furniture layouts for the agency.

All new furniture will be specified in the manufacture's lowest price point standard fabrics and finishes, unless a higher grade fabric is specifically requested by the agency.

Interior space planning will include providing agencies with preliminary design layouts/sketches for their input and approval, prior to progressing to "final" floor plans and specifications. The Contractor will also be responsible for providing complete installation drawings to their installers prior to their arrival at the site. All final floor plans are to be keyed to the specifications, and submitted to the end using agency for review and approval prior to their order.

All site dimensions and measurements are to be verified by the Contractor prior to "final design" of any installation. The accuracy of all facility dimensions will be the Contractor sole responsibility. If the Contractor is found to have designed and specified a new furniture installation which does not fit as planned due to inaccurate floor plans, it will be the Contractor's sole responsibility (financial and logistically) to resolve the matter to the State's satisfaction. The State will not issue payment on such invoices until all matters are successfully resolved.

**Billable Design & Space Planning Fees, Exception:**
It will be permissible for the Contractor to charge for space planning and design services if such services are requested by an end user; and one of the following criteria apply:

- Space planning services are requested for the reconfiguration of "existing" furniture, with no order of new furnishings anticipated, or
- The order for new furnishings is anticipated to fall below approx. sixty percent (60%) of the total volume of furnishings that will occupy the space for which the design services were requested;
- The cost of providing design service fees will be quoted as a "not to exceed" project, with billing based upon an hourly rate that is not to exceed the net price per hour set forth by the Contractor below.

If any product is discontinued by the manufacturer before Contractor's receipt of the order, an automatic substitution cannot be made. Written approval of the proposed substitution must be obtained from both the receiving agency and Purchasing. The subsequent order must be accompanied by a revised Purchase Order, issued by Purchasing.

**Balance of Product Line:**
The items in each category include the items most commonly purchased by State of New Hampshire agencies. During the term of contract, the state may purchase other items in relation to office furniture from the Contractor's balance of product line. All items ordered will include all shipping and installation charges.

**Agency/State Acceptance:**
Upon each payment schedule milestone, the agency/state will accomplish a product inspection, to ensure that all specifications of this contract have been met. The agency will acknowledge acceptance by submitting payment approval. The agency will submit any and all discrepancies to the Contractor within 10 days of receipt, and all discrepancies will be rectified prior to payment. If the discrepancies cannot be rectified within 5 days of notification, the purchase order may be cancelled.

**MINIMUM ORDERS:** There is no minimum order required under this contract.

**INVOICING:** Invoices shall be submitted after completion of work to the requesting agency. Payment shall be made by procurement card upon delivery. If payment is via ACH (for agencies not enrolled in P-Card), payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

Invoicing shall be completed on the basis of each order. Invoices shall clearly indicate manufacturer's list prices, discount and the net selling price to the State of New Hampshire. The invoice may reflect any additional discounts offered by the successful Vendor(s).

Purchase orders specifying or requiring split deliveries, or delivery as needed, may be invoiced per delivery if the initial purchase order authorized partial payments. If split and/or partial orders and payments are not specifically authorized on each purchase order, payment will be made by the State of New Hampshire only upon completion of all deliveries and installations and/or upon resolution of any "punch list" issues. Any changes to purchase orders must be authorized in writing by Purchasing.

**PRODUCTS & PRICING:**

Pricing must be the delivered and installed price (FOB Destination). Delivery and all other costs will be subject to the following conditions:

- Discounts for "Quick Ship" products will be noted as a separate discount.
- The State of New Hampshire reserves the right to go out to bid on any line of products.

| SECTION 1: FREE STANDING CASE GOODS | |
|---|---|
| | **Discount offered off of List Price** |
| Herman Miller | |
| 5000 Series Discontinued (Canvas Metal Desking) | 64% |
| Eames Tables | 42% |
| TU Storage | 65% |

| SECTION II: LATERAL FILE | |
|---|---|
| | **Discount offered off of List Price** |
| Herman Miller | |
| TU Storage | 65% |
| Meridian Storage | 54% |

| SECTION III: SEATING | |
|---|---|
| | **Discount offered off of List Price** |
| Herman Miller | |
| Celle | 50% |
| Torsa | 44% |
| Non-Stop | 44% |
| Freelance | 44% |
| Sitonit | 44% |

| SECTION IV: MONOLITHIC PANEL SYSTEMS | |
|---|---|
| | **Discount offered off of List Price** |
| Herman Miller | |
| Action Office | 69% |
| TU Storage | 65% |
| Renew | 64% |
| Thrive | 54% |

| **Design Services** | **Hourly Rate** |
|---|---|
| | $60 Per Hour |