

Subject: Commercial Office Furniture

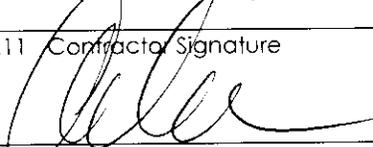
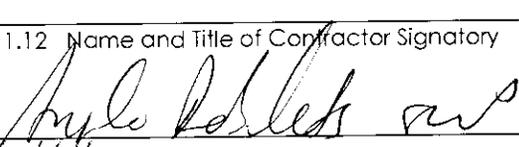
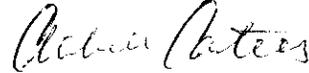
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Creative Office Pavilion VC: 174615 R001		1.4 Contractor Address 155 Dow Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-647-4333	1.6 Account Number	1.7 Completion Date March 31, 2019	1.8 Price Limitation \$175,000.00
1.9 Contracting Officer for State Agency Loretta Rahn, Purchasing Manager		1.10 State Agency Telephone Number (603) 271-0579	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory 	
1.13 Acknowledgement: State of Massachusetts County of Suffolk On <u>March 14, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Wicki V. Quiram, Commissioner JOSEPH PAUL ARS, ASST. Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>3/17/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 
Date 3/9/14

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Creative Office Pavilion (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Commercial Office Furniture and Services.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 1830B-16

3. TERM OF CONTRACT

This contract shall commence on April 1, 2016 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on March 31, 2019, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) shall not exceed five (5) years.

4. SCOPE OF WORK

This is a contract issued by the Department of Administrative Services, Division of Procurement and Support Services for commercial office furniture for all State agencies in accordance to the requirements of NH Bid 1830B-16. Products to be procured, delivered and installed through this contract include but are not limited to:

- Free Standing Casegoods
- Lateral Files
- Seating
- Monolithic Panel Systems

Prices:

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

- Prices are to remain firm through March 31, 2019.
- 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.

Handwritten signature and date: 3/1/16

Prior To Order Being Placed By Purchasing:

All floor plans and furniture quotes will be subject to review and approval by the Bureau of Planning and Management ("Planning"). 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: <http://admin.state.nh.us/bpm/Interior%20Space.pdf>. Any deviations from the Space Planning Standards must be approved, in advance, by Planning.

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.

Ordering Procedure:

State agencies will place their orders directly to Contractor after approval from Planning. Payment shall be made via Procurement Card (P-Card -Visa Credit Card).

Political sub-divisions and authorized non-profit organizations will utilize their own individually established ordering procedures.

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.

Contractor Initials
Date 3/4/14

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

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.

Contractor Initials
Date 3/2/16

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.

Audits and Accounting:

The Contractor will allow representatives of the State of New Hampshire to have complete access to all pertinent records for the purpose of determining compliance with the terms and conditions of this contract. At intervals during the contract term, and prior to the termination of the contract, the Contractor will be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

Usage Reporting:

The Contractor will be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price, discounts, list and net costs.)
- Total Cost of all Products Purchased

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 "Planning".

[Handwritten Signature]
[Handwritten Date: 3/1/14]

Electrical and Telecommunications: The Contractor will incorporate the specifications of all agency required electrical connections and telecommunications drops into their plans and specifications. Electrical specifications will be in full compliance with the Manufacturer's recommendations, and with IEEE (Institute of Electrical Engineers), UL (Underwriters Laboratories) and NEC (The National Electrical Code) standards and recommendations. Electrical specifications will include the number of circuits required at each base or top feed power entry, and the anticipated load per feed. The Contractor will include the utilization of all electrical equipment (shared faxes, printer, copiers or plotters) within their calculations, therefore providing the agency with the number of circuits required for the proper functioning of their systems furniture. The Contractor will coordinate this information with the agencies architectural or facility representative as needed in order to assure all electrical junction boxes and data feeds will be supplied and installed appropriately prior to all systems furniture installations.

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: <http://admin.state.nh.us/bpm/Interior%20Space.pdf> .

The Contractor will bear sole responsibility and/or liability for all non-compliance issues regarding the above codes and standards if they originate from improper plans, specifications and/or installations. Review or "approval" by an end-user agency shall not exonerate the Contractor from this responsibility, for the typical end user is not aware of any code restrictions. The Contractor will bear full financial responsibility for the remedy of such deficiencies, including but not limited to the purchase and reconfiguration of any products required to remedy the area.

"Planning" reserves the right to review all plans and specifications prior to an order being placed. The Contractor will fully cooperate with "Planning" when such reviews are requested.

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 both the end using agency and "planning" 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.

Contractor's 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.

All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The signature is handwritten and appears to be "M" or "N" followed by a flourish. The date is handwritten as "3/4/16".

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

Contractor's personnel shall observe all regulations or special restrictions in effect at the work site of any end user State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #1830B-16, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

9. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Contractor Initials AM
Date 3/1/16

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Commercial Office Furniture services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a total contract term price of \$175,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as March 31, 2019.

2. PRICING STRUCTURE

Creative Office Pavillon			
	Mfg	Model #	Net
SECTION 1: FREE STANDING CASE GOODS			
5000 Series/Eames Tables/TU Storage			
Single Pedastal Desk	Herman Miller	5FO-6630-LL	\$ 1,045.26
Machine Height Desk Return	Herman Miller	5FO-4824-OLD	\$ 569.44
Over-Desk Enclosed Storage Unit	Herman Miller	5F-6639-ODT	\$ 986.44
Double Pedastal Desk	Herman Miller	5RO-7236-LL	\$ 1,178.92
Conference Table	Herman Miller	ZTRLMS3684	\$ 688.16
Bookcase	Herman Miller	LG500.3651	\$ 393.30
NOTES:	Discount Offered: 5000 Series 48%; Eames 58%; TU 62%		
	Quick Ship: 5000 Series 48%; Eames 58%; TU 62%		
	\$25/man/hr Weeknights and Saturdays		
	\$50/man/hr Sundays and Holidays		
Balance of Product Line:			
Herman Miller Eames Tables 65%; Herman Miller Everywhere 58%; Herman Miller Canvas Freestanding 62%; Herman Miller Renew tables 62%; Abco 35%; Arnold 30%; Baker 38%; Berco 38%; Borroughs 15%; Bretford 25%; Jasper Group 35%; ERG 33%; Falcon 33%; First Office 38%; Fixtures 35%; Geiger 35%; Global 38%; Great Openings 38%; Hale 30%; HLF 25%; In2Design 30%; KI 38%; Legacy 30%; Leisters 25%; National 44%; OFS 38%; Spec 33%; Surface works 30%; VS 5%			
SECTION II: LATERAL FILE			
TU Storage/Meridian Storage			
4-Drawer Lateral File	Herman Miller	LW200.242	\$ 680.20

Contractor Initials *RCJ*
Date 3/4/16

NOTES:	Discount Offered: TU Storage 62%; Meridian 53%
	Quick Ship: TU Storage 62%; Meridian 53%
	\$25/man/hr Weeknights and Saturdays
	\$50/man/hr Sundays and Holidays

Balance of Product Line:
Herman Miller Canvas Storage 62%; Herman Miller Quadrant Pedestals (B&F) 67%; Herman Miller Quadrant Laterals 48%; Borroughs 15%; Eagle 25%; Evolve 38%; First Office 38%; Global 38%; Great Openings 38%; KI 38%; Lyon 15%; National 44%; OFS 38%; Safco 25%; Schwab 30%; Fireking 30%; Tenssco 15%

SECTION III: SEATING

Celle/Torsa/Non-Stop/Freelance			
Ergonomic Task Chair (Type 1)	Herman Miller	CJ133AAUFAJ	\$ 560.56
Ergonomic Task Chair (Type 2)	Sitonit	6023/E3.A134	\$ 430.08
Ergonomic Task Chair "Extra Large"	Sitonit	673DT.A72	\$ 1,056.72
Side Chair	Sitonit	5223	\$ 213.36

NOTES:	Discount Offered: Herman Miller 48%; Sitonit 44%
	\$25/man/hr Weeknights and Saturdays
	\$50/man/hr Sundays and Holidays

Balance of Product Line:
Herman Miller Aeron 48%; Herman Miller Mirra 48%; Herman Miller Embody 40%; Herman Miller Celle 48%; Herman Miller Sayl 48%; Herman Miller Setu 40%; Herman Miller Caper 40%; Herman Miller Aside 48%; Herman Millre Swoop 40%; Herman Miller Equa 2 55%; Herman Miller Ergon 3 60%; Herman Miller Limerick 50%; All Seating 40%; Arcadia 35%; Carolina 35%; Jasper Group 33%; Jasper Chair 33%; Brettford 25%; ERG 35%; Evolve 43%; First Office 38%; Fixtures 35%; Geiger 35%; Global 38%; Highmark 33%; IDEON 40%; KI 38%; Legacy 30%; Loewenstein 30%; National 44%; Nemschoff 33%; OFS 38%; Sitonit 44%; Trinity 30%; VS 5%; ZOOM 35%

SECTION IV: MONOLITHIC PANEL SYSTEMS

Action Office/TU Storage/Renew/Thrive		
Discount Offer Off List Price:		See below
Design Services:		\$65.00/hr

NOTES:	Discount Offered: Action Office 67%; TU Storage & Renew 62%; Thrive 48%
	Quick Ship: Action Office 67%; TU Storage & Renew 62%; Thrive 48%
	\$25/man/hr Weeknights and Saturdays
	\$50/man/hr Sundays and Holidays

Balance of Product Line:

Contractor Initials M
Date 4/16

Herman Miller Action Office 67%; Herman Miller Ethospace 62%; Herman Miller Resolve 52%; Herman Miller Canvas 62%; Herman Miller Public 40%; Herman Miller Locale 45%; Herman Miller Layout Studio 40%; Herman Miller Thrive 48%; Herman Miller Renew Tables 62%; Evolve 43%; Compile 38%; Global 38%; Egan Visual 25%; Trendway 30%; Claridge 15%; DIRTT Net + Freight + Installation (if required); Humanscale 33%; Paladin Net + Freight + Installation (if required); Evans Console Net + Freight + Installation (if required); HMU/Open Plan 40%

3. INVOICE

Itemized invoices will be submitted to the individual agency after the completion of services and will include a brief description of the work done along with the location of work.

Invoicing must be completed on the basis of each order. Invoices must clearly indicate manufacturer's list prices, discount and the net selling price to the State of New Hampshire. The invoice will reflect any additional discounts offered by the Contractor. Invoices shall reflect that payment was made via P-Card.

4. 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.

Contractor Initials M
Date 3/7/16

**EXHIBIT C
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

Contractor Initials W
Date 2/1/16

EXHIBIT D

RFB1830B-16 is incorporated herein

Contractor Initials WJ
Date 2/9/6