MA 18P 19121700000000000082
MODIFICATION

State of Maine

Master Agreement

Effective Date: 01/01/20 **Expiration Date:** 12/31/23

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

Buyer Information

Debbie Jacques	207-624-7890	**ext.**	DEBBIE.JACQUES@MAINE.GOV

Issuer Information

Debbie Jacques	207-624-7890	**ext.**	DEBBIE.JACQUES@MAINE.GOV

Requestor Information

Debbie Jacques	207-624-7890	**ext.**	DEBBIE.JACQUES@MAINE.GOV

Agreement Reporting Categories

Reason For Modification: First Renewal: 1/1/2022 - 12/31/2023

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID
VS0000010958

Vendor Name
Thomas Arthur Vallee

Alias/DBA
Vallee Configurations

Vendor Address Information
207 Bog Road

Augusta, ME 04330
US

Vendor Contact Information
Thomas Vallee
207-485-4193 **ext.**
tom@valleeconfigurations.com

Payment Discount Terms

Discount 1:	0.0000%	30	**Days**
		0	**Days**
		0	**Days**
		0	**Days**

Commodity Information

Vendor Line #: 1

Vendor Name: Thomas Arthur Vallee

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:
Modular Systems Furniture: Open Plan Systems Furniture.
Open Concept Furniture: Open Plan Systems Furniture.
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: 1/1/2021 to 12/31/2023. All Specifications, Requirements, Terms and Conditions are attached an made part of this MA.

Quantity	**UOM**	**Unit Price**
0.00000		0.000000
Delivery Days	**Free On Board**	
0	FOB Dest, Freight Prepaid	
Contract Amount	**Service Start Date**	**Service End Date**
0.00	01/01/20	12/31/23
Catalog Name	**Discount**	
	0.0000 %	
	Discount Start Date	**Discount End Date**

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:
Jaime Schorr
6D6437754DD0459...

12/1/2021

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor Vallee Configurations

DocuSigned by:
Tom Vallee
2108FF153EEF420...

12/1/2021

Signature Date

Tom Vallee owner

Print Representative Name and Title

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

RIDERS

☑	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
☒	Rider A – Scope of Work and/or Specifications
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☒	Bid Cover Page and Debarment Form
☒	Debarment, Performance, and Non-Collusion Certification
☒	Price sheet (attach excel spreadsheet to post on website)
☒	Warranty Information
☒	Certificate of Insurance
☒	Appendix D – Municipality Political Subdivision and School District Participation Certification

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

RIDER A
Scope of Work and/or Specifications

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

MA 18P 19121700000000000082

SCOPE: Statewide Master Agreement 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:
Modular Systems Furniture: **Open Plan Systems Furniture**
Open Concept Furniture: **Open Plan Systems Furniture**
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 PERIOD: The contract will be for an initial period of two years, January 1, 2020 through December 31, 2021. This is the first renewal, 1/1/2022 to 12/31/2023.

CONTRACT RENEWAL: Following the initial two-year term of the contract, the Division may opt to renew the contract for two (2) renewal periods. The first renewal will be two (2) years and the second renewal is one (1) year, subject to continued availability of funding and satisfactory delivery/performance.
The term of the anticipated contract is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	1/1/2020	12/31/2021
Renewal Period #1	1/1/2022	12/31/2023
Renewal Period #2	1/1/2024	12/31/2024

BID 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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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.

QUANTITIES: The State of Maine does not guarantee to purchase any amount under this Master Agreement. It is understood and agreed that the contract will cover the **actual quantities** required by State Agencies over the length of the agreement.

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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

- 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 non-progressive 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 work station 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

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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-guage 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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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 radiuses 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

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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. Book Cases

Book Cases 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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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 insure 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

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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 work stations, 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.

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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

ORDERING PROCEDURE: 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 $5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than $5,000.00 will workflow to the Division of Procurement Services for approval and encumbrance. The Division of Procurement Services will e-mail the .pdf order to the Vendor.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

EXTENSION OF CONTRACT: The Division of Procurement Services may, with the consent of the vendor extend the Contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the vendor does not conform to terms and conditions and specifications of contract.

USAGE REPORT: Vendor will be required to furnish a detailed summary of the purchases made under this contract in an Excel format. This report may be requested QUARTERLY, YEARLY, or at any time during the contract period. Report is to include Date, Agency Name, Location, Description, and Dollar Amounts.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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 or 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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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: Vallee Configurations Inc		
Chief Executive - Name/Title:Thomas Vallee/ CEO		
Tel:207-485-4193	Fax:207-547-7059	E-mail:tom@valleeconfigurations.com
Headquarters Street Address:207 Bog Road		
Headquarters City/State/Zip:Augusta, ME 04330		
(provide information requested below if different from above)		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

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:Thomas Vallee	Title:CEO
Authorized Signature: Thomas Vallee	Date: 11/9/21

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

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: Thomas Vallee	Title: CEO
Authorized Signature: Thomas Vallee	Date: 11/9/21

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

Vendor Price Sheet

Modular Systems Furniture

Manufacturer: OPEN PLAN
Product Line: OPS 2 PANEL SYSTEM
Percent Discount Off List Price: 74 %
Price Book Date & Name: OPEN PLAN SYSTEMS 11/4/2019
How long are parts available? LIFETIME
Delivery Days: (ARO) 3-4 WEEKS

Open Concept Furniture

Manufacturer: OPEN PLAN
Product Line: OPS 2 PANEL SYSTEM (Includes all Open Plan Systems)
Percent Discount Off List Price: 74 %
Price Book Date & Name: OPEN PLAN SYSTEMS 11/4/2019
How long are parts available? LIFETIME
Delivery Days: (ARO) 3-4 WEEKS

Vendor Services

	Standard Hours 8:00 am to 5:00 pm	**Non-Standard Hours** Including holidays and weekends
Hourly Rate for Labor and Installation	$40	$60
Hourly Rate for Design Services	$0	$0
Hourly Rate for Reconfiguration Services	$40	$60
Hourly Rate for Project Management Services	$0	$0

WARRANTY
OVERVIEW

openplan SYSTEMS

ALL-NEW SYSTEMS

Open Plan Systems (OPS) at 4700 Deepwater Terminal Road, Richmond, VA 23234 warrants the products to be free of defects in materials and workmanship for as long as the original purchaser owns the product. This warranty extends from the date of installation and is based on normal usage of the product. This warranty does not apply to possible damage or misuse of the product and does not cover normal wear and tear such as laminate chipping or the soiling / fading of fabrics. The Limited Lifetime Warranty applies to all Open Plan Systems' products with the exception of those high wear components noted below.

OPS Furniture Systems	Limited Lifetime	**Electrical Components**	Five (5) Years
Fabric (Furniture Systems)	Five (5) Years	**Drawer/drawer glides, casters, and adjustable work surface mechanisms**	One (1) Year

Upon being notified of potential warranty defect, Open Plan Systems will either repair or replace the item as originally specified. Damage caused by freight carrier is not covered under this policy. This warranty does not apply to consumable products such as light bulbs or surge protection products. Product alterations or modifications not explicitly approved by Open Plan Systems do not qualify for this warranty. Also, this warranty does not cover the installation, relocation or reconfiguration of product other than by Open Plan Systems authorized personnel.

Open Plan Systems shall not be liable for incidental or consequential damages arising out of a claim of defective product. This warranty is in lieu of all other expressed or implied warranties and constitutes the sole exclusive liability of Open Plan Systems.

SEATING

Open Plan Systems offers a lifetime warranty for seating which covers all chair components including pneumatic cylinders, bases, glides, plastic seats, backs and other structural components. The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour, forty (40) hour week for users weighing up to 300 pounds.

Exceptions to the warranty for seating are as follows: Foam, textiles and mesh material are warranted for five (5) years, Control mechanisms and casters are warranted for twelve (12) years.

SEATING WARRANTY SUMMARY

Open Plan Systems warrants that this product will be free from defects in its material and workmanship for as long as the original purchaser owns the product. The company will repair or replace, at its option, without charge to the original purchaser only, defective products or parts from normal use.

Seating Type	Components Warranty for Original Purchaser	Use Time for Warranty Coverage	Exceptions
All	Lifetime	8 hours/ 5 Days Per Week	Foam / Textiles / Mesh -5 Years Control Mechanisms, Casters - 12 Years

For any product category, Open Plan Systems' warranty does not cover the cost of transportation or labor. Repair or replacement will be at the discretion of Open Plan Systems.

POWERED ADJUSTABLE HEIGHT TABLES

Open Plan Systems warrants the Powered Adjustable Height Tables to be free of defects in materials and workmanship for as long as the original purchaser owns the product. This warranty extends from the date of sale to the dealer and is based on normal usage of the product. This warranty does not apply to possible damage or misuse of the product.

Frame	Lifetime	**Motors and Parts**	Seven (7) Years

Open Plan Systems will repair or replace, at its option, without charge to the original purchaser only, products or parts defective from normal use. Pre-approved labor and service costs are covered under this warranty.

TERMS

This warranty shall be effective for the applicable time period starting from date of purchase as shown on your original receipt or other proof of purchase.

REMEDIES

This warranty is your sole remedy for product defects and excludes defects due to or arising in connection with product abuse or misuse, user modification of, or attachments to the product, including application of your own materials and products or parts not used, maintained or installed in accordance with the company's installation, maintenance and/or applicable guidelines.

1. In the event of controller reset errors the end user will be responsible for following the reset instructions as provided by the manufactures instructions.
2. If required OPS will send out a replacement controller and display along with instructions directly to the end user to replace on the table. The defective unit will need to be returned via the Return Authorization and OPS will have the packaged picked up.
3. In the event the issue is not resolved by steps one or two OPS will send out a replacement table to the dealer or end user, the unit will need to be replaced, repackaged in the carton provided and the defective unit returned to OPS using the Return Authorization. OPS will have the packaged picked up and inspected at OPS. OPS will credit the dealer labor, at our published rates, for table exchanges only. Up to one hour of travel for each instance, regardless the number of tables and 1 hour to exchange the table.

Return Authorizations must be received by OPS within 30 days from the date the exchanged parts or table shipped or the parts / table will be invoiced to the dealer.

DEFINITIONS

Normal use consists of a standard 8-hour shift in a 5-day workweek.

LIMITATIONS

There are no other warranties, expressed or implied, other than those specifically described, including without limitation any implied warranty or merchantability or of fitness for a particular purpose. We will not be responsible for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights, which vary from state to state. If your product fails during normal use within the applicable warranty period, please contact Customer Service, with a description of the relevant part, together with proof of purchase of the product.

www.openplan.com | sales@openplan.com | 844.OPS.OPS1 | REV 10.30.19

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2021

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).

PRODUCER
Cross Insurance - Augusta
116 Community Drive
Augusta ME 04330

CONTACT NAME: Tricia Shepard
PHONE (A/C, No, Ext): (207) 622-4787 **FAX (A/C, No):** (207) 622-0281
E-MAIL ADDRESS: tshepard@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACUITY	
INSURER B : Maine Employers Mutual Ins Co	11149
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Vallee Configurations Inc.
207 Bog Road
Augusta ME 04330

COVERAGES **CERTIFICATE NUMBER:** CL2133152444 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ZJ3808	03/13/2021	03/13/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1810098662	02/14/2021	02/14/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Evidence of Liability Coverage.

CERTIFICATE HOLDER

State of Maine-Dept of Administrative & Financial
Bureau of General Services
9 State House Station
Augusta ME 04333-0029

CANCELLATION

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

Tricia J. Shepard

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: B7A83384-FF06-406C-BDD0-00DD15EC3C51

Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # 18P 19102100000000000129

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?

___X__ Yes

_____ Yes, with conditions as follows:

_____ No

Name of Company: VALLEE CONFIGURATIONS

_____

Address: 207 BOG ROAD, AUGUSTA, ME 04330

_____

Signature: _____
_____

Date:
11/12/2019_____