

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 04/01/15**Expiration Date:** 12/31/19**Master Agreement Description:** New Modular Systems Furniture-Herman Miller-Master Agreement**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

Authorized Departments

ALL

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

VC1000018685

Vendor Name

CREATIVE OFFICE INTERIORS INC

Alias/DBA

DBA CREATIVE OFFICE PAVILION

Vendor Address Information

141 MIDDLE STREET

PORTLAND, ME 04101

US

Vendor Contact Information

RICK MCKENNEY

207-775-7100 Ext. 224

rmckenney@cop-inc.com

Commodity Information

Vendor Line #: 1

Vendor Name: CREATIVE OFFICE INTERIORS INC

Commodity Line #: 1

Commodity Code: 42594

Commodity Description: New Modular Systems Furniture-Herman Miller-Master Agreement

Commodity Specifications:

Commodity Extended Description: New Modular Systems Furniture - Herman Miller Trademarked Action Office Modular Furniture. Please see attached bid terms, conditions and Exhibit A Bid Prices, for complete specifications. Master Agreement has been extended for one additional year ending 3/31/2019 (3rd Renewal).

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
0	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
\$0.00	04/01/15	12/31/19
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

NEW MODULAR FURNITURE – HERMAN MILLER
MASTER AGREEMENT TERMS & CONDITIONS

SCOPE: To furnish New Herman Miller Trademarked Action Office Modular Furniture for the State of Maine. Please note: Prices Discount to include delivery. Original Contract Term: April 1, 2015 through March 31, 2016. Following the initial term of the Master Agreement, the State may opt to renew for three (3) renewal periods of one year each, subject to the continued need and satisfactory performance. Third Renewal Starting April 1, 2018 through March 31, 2019. Extended renewal through December 31, 2019.

COMMODITY: New Herman Miller Trademarked Action Office Modular Furniture.

BID PRICES: Provide a discount from manufacturer's list for a manufacturer's entire line of relevant product. Labor, reconfiguration, design, project management and installation services at an hourly rate to be provided in Exhibit A.

QUANTITIES: The State of Maine does not guarantee to purchase any amount under this Master Agreement. Estimated value given is for the purpose to help understand the past usage. It is understood and agreed that the contract will cover the **actual quantities** required by State Agencies over the length of the agreement. Estimated value of previous 12 months of Master Agreement is approx. \$700,000. This amount includes all State Agencies as well as municipalities and other political subdivisions.

AWARD: Award has been made to the lowest price bidder whose bid fully meets the specifications contained herein and offers the best value to the State. It is understood that all specifications are minimums.

DELIVERY: Successful bidder **MUST** inspect all merchandise thoroughly before shipment to State Agencies. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor.

The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

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 Purchases' Buyers for approval and encumbrance. The Division of Purchases 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 Director of Purchases may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

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

TAXES: The State is exempt from the payment of excise taxes. Exemption certificates will be furnished upon request.

REPORT OF PURCHASES: Contractor will be required to furnish the Director of Purchases with a detailed summary of the total purchases made under this contract. This total may be requested yearly or at any time during the contract period.

Opportunities for Political Subdivisions:

The Division of Purchases is committed to providing purchasing opportunities for political subdivisions in Maine by allowing them access, through our vendors, to our contract pricing. The successful bidder's willingness to extend contract pricing to these entities will be considered in making this award.

Will you accept orders from political subdivisions in Maine at the prices quoted?

Yes, unconditionally.

Yes, with conditions. Specify: _____

No.

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.
- 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.
- Contractor must entertain stored existing modular in any configuration at the department's request.
- Contract(s) will be for a specific manufacturer's line. Products not covered under the line or not listed in the price book may not be sold without permission of the Division of Purchases.

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.

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.

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.

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 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-gauge 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.

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.

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.

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 of fit and finish to match panels and when installed to fit properly in place without requiring modification.

Drawer Storage

All drawer assemblies should be of steel construction. Edges must be radiused 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.

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.

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.

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 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.

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.

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.

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:

- All Products, including Parts and Workmanship – minimum of 10 years
- Operational Mechanism and Electrical Components – minimum of 10 years
- 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.
- State the length and extent of your product's warranty
- Attach warranty information.

All defects that occur during this warranty time, the manufacturer shall replace or correct without cost to the State of Maine, except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.

Service Specifications

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;
- 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

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 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.

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 must have design staffing adequate to handle the unpaid design support as well as the paid design support.

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;
- 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.

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. They will be contractor 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.
- Dispose 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.

STATE OF MAINE - PURCHASE AND SALE AGREEMENT

PAYMENT TERMS

Payment to be net 30 days after receipt of invoice for any delivery. If order is not complete, buyer is expected to pay for the product received. If buyer is not ready to receive product at the date originally scheduled, buyer will be invoiced 90% at the originally scheduled date. with 10% balance due within 60 days or upon final delivery (which-ever occurs first). A 1.5% interest charge will be assessed on any invoice over 45 days and every 45 days until paid in full. If for any reason account is placed with an attorney or collection agency, customer will reimburse Creative Office Pavilion for all reasonable attorney fees or collection costs.

STORAGE / HANDLING CHARGE

For orders being transhipped via local warehouse, storage charges will commence 30 days after receipt of goods. For orders originally scheduled to ship directly from the manufacturer to customer's site, if shipment must be redirected to local warehouse, additional handling charges will be assessed. Storage charges will be negotiated and communicated prior to billing

CANCELLATIONS / CHANGES

Cancellations/changes will be accepted without penalty to the extent that Creative Office Pavilion can do so without penalty from the respective manufacturer. Cancellation/change charges can range from none up to and including the full amount of the order, depending on the manufacturer's degree of commitment to the order at the moment of cancellation.

RETURNED GOODS

If the correct product is delivered but not accepted by the buyer, there will be a minimum 75% return charge. Some products, due to their poor re-sale potential, may have return fees in excess of 75%. Manufacturer's custom, non-catalogued, or "special" items are non-returnable.

RESALE PRODUCT

Labor is not covered under warranty for product sold from the Creative Office Pavilion resale program.

ACTS BEYOND REASONABLE CONTROL

Creative Office Pavilion shall not be considered in default of any of its obligations under this Agreement to the extent that the performance thereof is delayed or rendered impossible by acts of God, war, civil commotion, fire, storm, flood, explosion, strikes, walkouts, other industrial disturbances, or any other cause which is beyond its reasonable control .

ELECTRICAL CONNECTIONS

Many town and city regulations require a licensed electrician to perform electrical connections and snap in electrical outlets. If your town or city requires this, there will be additional charges incurred. These charges cover the cost of the permit and the installation. The cost to perform this work varies depending on the town or city the work is being performed in. The client will be responsible for these charges. A quote will be presented to the client and signed approval will be required before the work can be done.

Creative Office Interiors, Inc.
D/B/A Creative Office Pavilion

141 Middle Street
Portland, ME 04101

t 207 775 7100
f 207 775 1003

creativeofficepavilion.com

plan. furnish. perform.

STATE OF MAINE - PURCHASE AND SALE AGREEMENT

PRICES

Prices shown are current, based on manufacturer's prevailing price list at the time of order entry. Prices may be subject to change on subsequent orders. Prices offered include a 3% discount if payment is by check, wire, or ACH transfer.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, in no event will Creative Office Pavilion be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, including without limitation loss of use, loss of profits, loss of business, or other economic damages, even if advised of the possibility of such loss or damage..

*IF TAX EXEMPT, PLEASE INCLUDE A CERTIFICATE OF EXEMPTION

Authorized Buyer/Date

Company Name

Creative Office Pavilion/Date

Creative Office Interiors, Inc.
D/B/A Creative Office Pavilion

141 Middle Street
Portland, ME 04101

t 207 775 7100
f 207 775 1003

creativeofficepavilion.com

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