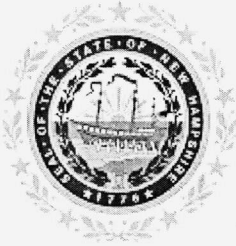


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MLC



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

NOV 29 '22 AM 9:08 RCVD

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

November 7, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source Retroactive** amendment to an existing contract (Contract #8002619) with WB Mason Company Inc. (VC#174526), Brockton, MA for commercial office furniture manufactured by Allsteel Inc. to increase the price limitation from \$600,000.00 by \$1,400,000.00 for a new price limitation of \$2,000,000.00 and by extending the expiration date for the period October 31, 2022 through October 31, 2023 with the option to extend for up to one (1) additional year effective upon Governor and Executive Council approval. The original contract (Contract #8002619) was approved by the Commissioner of the Department of Administrative Services on October 28, 2019.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This amendment is **Retroactive** and **Sole Source** because The Department of Administrative Services, through the Bureau of Purchase and Property, issued a Request for Information, RFI 2023-304 on September 15, 2022 with responses due on September 9, 2022. There were three (3) compliant responses received with the Vendor WB Mason Company Inc. confirming that they can continue to provide the percentage discounts offered on all categories of Allsteel Inc. office furniture. The contract amendment is intended to take effect on November 1, 2022 resulting from the expiration of prior contract (Contract #8002619) on October 31, 2022.

With many State agencies already using Allsteel office furniture it would be beneficial to extend for an additional year. This would ensure that State agencies are able to purchase compatible office furniture with current equipment they have on hand. In addition, the contractor has verified that they can hold their pricing, terms and conditions, for an additional one (1) year period.

The current contractor, WB Mason Company Inc. is the only authorized reseller of Allsteel Office Furniture in the State of New Hampshire.

The contract spend during this three (3) year period exceeded the original price limitation of \$600,000.00 by \$645,841.03 for a total of \$1,245,841.03. We are requesting the price limitation be set at \$2,000,000.00 with an allowance of \$754,158.97 to cover the spend amount for the requested one (1) year contract extension period expiring on October 31, 2023.

The overspend identified can be best explained by atypical large purchases associated with building renovation projects.

PO #1076210	\$171,617.23
PO #1076249	\$185,751.79
PO #1076253	<u>\$335,434.60</u>
Total	\$692,803.62

The above Purchase Orders are examples that were missed in consumption data tracking. The Bureau of Purchase and Property (BoPP) remains committed to internal spend reporting and vendor consumption data compliance. As we migrate to Strategic Sourcing and Contract Management modules within the NHFIRST ERP system this will become an automated control whereby notifications will prompt BoPP when a threshold of 65-75% is reached. Currently we are reliant on limited analytical system based reporting capabilities. These limitations require staff to manually audit each contract individually.

**Contract Amendment:**

Original price limitation:	\$600,000.00
Add overage paid:	\$645,841.03
Remaining balance of price limitation:	<u>\$754,158.97</u>
New contract price limitation:	\$2,000,000.00

Based on the foregoing, I am respectfully recommending **Retroactive** and **Sole Source** approval of the contract amendment with WB Mason Company Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN WB MASON COMPANY INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR COMMERCIAL OFFICE FURNITURE ALLSTEEL  
CONTRACT # 8002619**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 27th day of September, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and WB Mason Company Inc. (hereinafter referred to as "the Contractor") for Commercial Office Furniture, Allsteel Services.

WHEREAS, pursuant to an agreement effective October 28, 2019 set to expire October 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Commercial Office Furniture, Allsteel services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties:

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 October 31, 2023

2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$2,000,000.00

3. Amend Exhibit B Payment & Pricing; add the following payment terms for the period November 1, 2022 through October 31, 2023:

The Contract price limitation for the Contract is \$2,000,000.00

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on October 28, 2019, shall remain in full force and effect.

WB MASON COMPANY INC.

STATE OF NEW HAMPSHIRE

By: [Signature]

Daniel Orr Jr.  
(Print Name)

Title: Senior V.P.

Date: 10/12/22

By: [Signature]

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 11-8-22

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Jill Perlow

(Print Name)

Title: Associate Attorney General

Date: 11/21/22

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

\_\_\_\_\_  
Signed: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

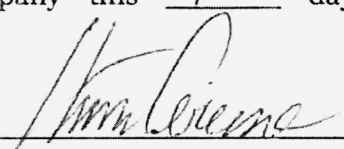


**CERTIFIED RESOLUTION**

I, Steven Greene, Secretary of W.B. Mason Company, Inc., a corporation organized and existing under the laws of the State of Massachusetts (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on January 17, 2020, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**RESOLVED:** That *Daniel Orr, Jr., Senior Vice President of Marketing of W.B. Mason Company, Inc.*, is empowered and authorized to execute and deliver contracts on behalf of the Company.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the corporate seal of the Company this 13<sup>th</sup> day of October, 2020.

  
Secretary

*(Corporate Seal)*

W.B. Mason Co., Inc.  
Office Supplies, Furniture & Printing  
59 Centre Street, Brockton, MA 02303/1-888-WB-MASON Fax: 1-800-773-4488

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that W. B. MASON CO., INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 05, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **420277**

Certificate Number: **0005883074**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/04/2022

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0109 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE.</b>	
<b>INSURED</b> W.B. MASON CO., INC. 59 Centre Street Brockton MA 02301 USA	<b>INSURER A:</b> Hartford Fire Insurance Co.      19682	<b>NAIC #</b>
	<b>INSURER B:</b> Starr Indemnity & Liability Company      38318	
	<b>INSURER C:</b> Hartford Underwriters Insurance Company      30104	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 570095895985**      **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.      *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			08CSES39805	09/30/2022	09/30/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 Gen Agg Cap Limit \$10,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08 CSE S39802	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured Motorist \$300,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			1000589559221	09/30/2022	09/30/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	N/A	08WNS39800	09/30/2022	09/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 State of New Hampshire is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol St., Room 102 Concord, NH 03301 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570095895985

**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
 BUREAU OF PURCHASE AND PROPERTY  
 STATE HOUSE ANNEX  
 CONCORD, NEW HAMPSHIRE 03301-6398

FROM: LAURA INGRAM, PURCHASING AGENT  
 BUREAU OF PURCHASE & PROPERTY

DATE: 10/24/2019

TO: CHARLES ARLINGHAUS, COMMISSIONER  
 DEPT. OF ADMINISTRATIVE SERVICES

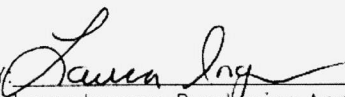
<b>Commodity:</b> Office Furniture - Allsteel	<b>Vendor:</b> WB Mason Company, Inc.
<b>Commodity Code:</b> 425-0000	<b>Agency:</b> Statewide
<b>Req. #</b> NA	<b>Est. Amount:</b> \$600,000.00

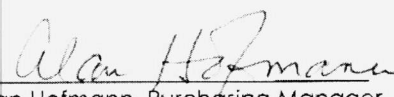
IN ACCORDANCE WITH RSA 21-I:11, I(2)(B), IT IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, I(A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

This request is for a sole source contract with WB Mason Company, Inc., for office furniture. RFI 2020-240 came back with favorable results to move forward with a statewide contract rather than going with a cooperative purchasing route.

WB Mason Company, Inc. is the only authorized Allsteel dealer for the state of New Hampshire.

I have verified that they are not on the Federal Debarred Parties Listing.

PROPOSED BY:   
 Laura Ingram, Purchasing Agent  
 Bureau of Purchase and Property

REVIEWED BY:   
 Alan Hofmann, Purchasing Manager  
 Bureau of Purchase and Property

DATE PROPOSED: 10/24/19

DATE REVIEWED: 10/24/19

REVIEWED BY:   
 Gary S. Lunetta, Director  
 Division of Procurement & Support Services

APPROVED BY:   
 Charles M. Arlinghaus, Commissioner  
 Department of Administrative Services

DATE REVIEWED: 10/25/19

DATE APPROVED: 10-28-19



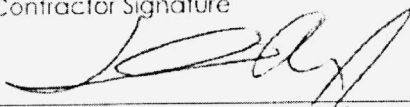
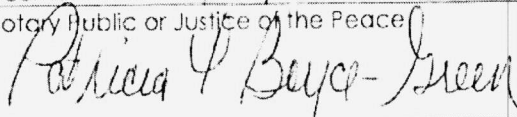
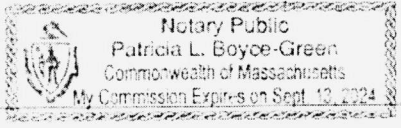
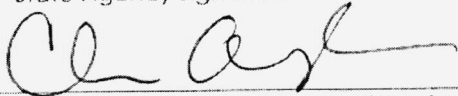
Subject: OFFICE FURNITURE – ALLSTEEL

**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 Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capital Street Concord, NH 03301	
1.3 Contractor Name W.B. Mason Company, Inc.		1.4 Contractor Address 8001 South Willow St Manchester NH 03103	
1.5 Contractor Phone # 888-926-2766	1.6 Account Number	1.7 Completion Date 10/31/2022	1.8 Price Limitation \$600,000.00
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory W.B. Mason Co., Inc. Daniel Orr, Jr. Senior V.P.	
1.13 Acknowledgement: State of Massachusetts, County of Plymouth  On October 24, 2019, 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 [Sec] 			
1.13.2 Name and Title of Notary or Justice of the Peace Patricia L. Boyce-Green, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

**Exhibit A**  
**Scope of Services**

W.B. Mason (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, with Office Furniture - Allsteel.

**SECTION I - GENERAL**

**Necessary Ordering Information From Contractor to State Agencies:**

Purchasing requires all quotes be submitted with the following information:

- Name of requesting agency by Department, Division and Bureau and/or Section
- Location (city and address) of the delivery point/s
- All product catalog numbers, quantities, sizes, descriptions, finishes, fabric selections and colors, list prices, discounts, net prices and the grand total
- All items must be keyed to the anticipated installed locations, (room/number/name and users name) with the net price sub-totals being provided for these locations
- If requested, successful Vendor(s) shall provide manufacturer's photos of the product selected.
- Finish/fabric specifications
- Installation floor plans scaled to no less than 1/8"= 1'0" or submitted via AutoCad 2000 compatible file are required. The plans must be keyed to the specifications showing exact placement of all new furnishings.

**Prior To Order Being Placed By Purchasing:**

The Contractor's cooperation in explanation of all plans is required. The Contractor will utilize State of New Hampshire Space Planning Standards available for reference on the State of New Hampshire web site at: [https://oas.nh.gov/bpm/Docs/Interior\\_Space.pdf](https://oas.nh.gov/bpm/Docs/Interior_Space.pdf). Any deviations from the Space Planning Standards must be approved, in advance, by the Agency.

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

**Resource information to be provided to "Planning" by Contractor:**

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

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

**Installation Requirements:**

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

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

Set up will be done at the same time/date the order is delivered, unless advance mutual written agreement is in place. Personnel representing the Contractor will have the proper installation certification, enabling them to perform all installations in accordance with manufacturer's guidelines and specifications, and in accordance

to the approved installation floor plans. The Contractor will be responsible for the conduct and appearance of all installation personnel.

Failure of the Contractor to make a site visit does not relieve the Contractor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

**Packaging:**

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

**Punch List:**

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

**Warranty Requirements:**

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

**Return Charge:**

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

**Storage Charges:**

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

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

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

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

**Site Clean-Up/Recycling of Packaging:**

No packaging materials and/or boxes are to be left at the delivery site. The Contractor is responsible for removal and recycling of all packaging materials.

**Compliance:**

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

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

**Design and Interior Space Planning Services:**

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

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

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

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

"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.

**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.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**Exhibit B**  
**Payment Terms**

The contract price limitation for this Contract is \$600,000.00

The invoice shall be submitted clearly indicating the location, date of completion and contract price.

The Contract price shall be paid within thirty (30) days after receipt of invoice(s) and acceptance of the work to the State's satisfaction.

The discount offered shall be firm fixed for the term of the contract including any subsequent extensions. Fixed pricing is represented via the link below, price structures dated January 1, 2019.

<http://www.wbmasoninteriors.com/>

**Commercial Office Furniture - Allsteel**

**SECTION 1: FREE STANDING CASE GOODS**

	Discount offered off of List Price
Allsteel:	70%
Cadence/Essentials	70%
United Wholesale Catalog HON	40%

Contractor Initials DO  
Date 10/24/2019

SECTION II: LATERAL FILE		Discount offered off of List Price
Allsteel:		65%
United Stationers Wholesale Catalog HON		40%

SECTION III: SEATING		Discount offered off of List Price
Allsteel:		55%
Aria		60%
Logic		60%
Shuttle		60%

SECTION IV: MONOLITHIC PANEL SYSTEMS		Discount offered off of List Price
Allsteel:		70%
Concensys		70%

Design Services	Hourly Rate
	No Cost

Payments shall be made via ACH and/or Procurement Card (P-Card – Visa Credit Card). Use the following link to enroll with the State Treasury for ACH payments:  
<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>  
 The resulting contract(s) has mandatory Procurement Card usage for agencies enrolled in the State P-Card

Exhibit C  
Special Provisions

1. No special provisions

Contractor Initials DO  
 Date 10/24/2019

# Allsteel

March 19, 2019

Letter of Authorization – WB Mason  
RE: State of New Hampshire Furniture contract

To Gail Rucker:

This is to certify that WB Mason is an authorized dealer in "Good Standing" with Allsteel and has full support as the Allsteel dealer of record for the State of New Hampshire contract. Allsteel authorizes WB Mason to sell and promote Allsteel products and programs in New Hampshire and is the only dealer Allsteel has provided special pricing opportunities to for the State of New Hampshire for the past 15 years.

Please do not hesitate to contact me should you have questions or need further information.

Sincerely,

*Diana Boeding*

Diana Boeding  
Sales Operations