CONTRACT WARD

Date of Renewal: March 25, 2008

Contract Number: 30880AC

Banner ID: X10003232

PR Number: N/A

Procurement Officer: Bonnie L Edwards
Telephone: 785-296-3125
E-Mail Address: bonnie.edwards@ds ks.gov
Web Address: http://da ks.gov/purch

Agency / Business Unit: Statewide

Period of Contract: April 1, 2008 through March 31, 2018

Contractor: Herman Miller- Panels and Storage Systems

Dealer: John A Marshall Company
100 N Broadway
Wichita, Kansas 67202
Telephone: 316-262-5300
Fax: 316-262-5755
FEIN: 48-1034002
Contact: Jennifer Drace
jdrace@jamarshall.com

For a Herman Miller Catalog, please log into the following site. All items listed in the Catalog may not be on contract for the State of Kansas. Please view discounted price sheet on page 3 of this award for a complete list by manufacturer of those items that may be purchased on this contract.

Herman Miller Website: http://www.hermanmiller.com/

Note: All orders must be placed through the Dealers listed on Page 2 of this Award Document

This Pricing is available to Political Subdivisions.

Agencies may use Procurement Cards for purchases from this contract.

Administrative Fees have been included as part of the percentage off list, and should not be listed as a separate line item on the invoice.
DEALERS:

Designed Business Interiors  
SMART Contract # 30880AB  
SMART Vendor ID: 0000053033  
107 West 6th Street  
Topeka, Kansas 66603  
Telephone: 785-233-2078  
Fax: 785-233-2255  
FEIN: 48-0986703

John A Marshall Company  
SMART Contract # 30880AC  
SMART Vendor ID: 0000054008  
100 N Broadway  
Wichita, Kansas 67202  
Telephone: 316-262-5300  
Fax: 316-262-5755  
FEIN: 48-1034002

John A Marshall Company  
Smart Contract # 30880AD  
Smart Vendor ID: 0000054008  
10930 Lackman Road  
Lenexa, Kansas 66219  
Telephone: 913-599-4700  
Fax: 913-599-4838  
FEIN: 48-1034002

The above dealers are conveniently located throughout the State of Kansas to serve the needs of the State Agencies. Contact the Herman Miller, Inc. regional office at 913-888-2727 for the appropriate dealer alignment for your project.
On Contract State of Kansas Furniture  
Percentage of List Price Sheet

The following discount schedule applies to the Herman Miller Price Books that are in effect at the time of order:

Action Office Family of products (AO1; AO2, Prospect- AO3) includes Energy Distribution, Lighting, TU Pedestals – Q, V and W Fronts (rebranded from Quandrant), and C-Style Overheads:

- $0 - $1,000,000 Subtract 72.75% from List Price
- $1,000,001 + List Negotiable, with a minimum of 73.75% off of List Price

**Other Product Lines Available**

**OTHER SYSTEMS:**
- Ethospace Interiors – 70.75% off of List
- Resolve – 62.75% off of List
- (Vivo) rebranded as Canvas – 70.75% off of List
- My Studio – 52.75% off of List
- Passage – 52.75% off of List
- Thrive – 59.15% off of List

**HEALTHCARE:**
- Co Struck, Action Lab and Casework – 52.75% off of List
- Exception: CT Carts – 10% off of List

**FILING:**
- **Meridian:** Laterals – 54.75% off of List
- Verticals, Pedestals, Storage Cases

**Bookcases and Tower:**
- **Tu:** Lats, Towers, Storage – 62.75 % off of List
- **Quantrants:** Lats, B & F Fronts – 53.75 off of List

**OTHER PRODUCTS:**
- **Textile** – 52.75% off of List
- **Arrio** Freestanding – 62.75% off of List

**ACCESSORIES:**
- Kiva-52.75% off of List

The freight terms for this contract are F.O.B. Destination Prepaid Allowed.
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Herman Miller has established a dedicated website for State of Kansas Agencies. From this website you may browse product information, read research papers or even get a budget figure for products listed on this contract. Budget figures calculated from the Budget Estimator on this website are estimates only. For exact pricing, contact your area Herman Miller dealer. You may access the website at the following address:

Herman Miller Website:  http://www.hermanmiller.com/

Different State Agencies may combine their orders to reach the maximum discount as long as they are placed with the same dealer and include the same purchase order date and ship date.

Terms: Net 30 Days

ADA Compliance and Space Standards: Herman Miller or their dealers shall make all Agencies, Board/Commission aware of ADA requirements during the planning stages of any project. Herman Miller and their dealers shall abide by all space standards set forth by the Division of Facilities Management.

Scope: The following basic services are provided.

1. Limited (no charge) order preparation support by local dealer.
2. Delivery F.O.B. Destination to job site. See Delivery Section Page 4
3. Installation and handling of panels and components (if required) by local dealer on a fee basis.
4. Design services and other backup support (if required) by local dealer on a fee basis.

Product Orders: All orders for Contract Products shall be placed with the Agencies’ Geographic Dealer. The same Dealer will be responsible for Design Services and Installation if requested by the Agency.

Payments: The servicing Dealer will invoice the contracting Agencies for product design and installation. Payments will be made upon receipt of the merchandise or service by the ordering agency and the receipt of Vendor’s Invoice (2 copies) by the receiving Agency’s Business Office.

Estimate of Costs: Herman Miller dealers will provide an estimate of costs for the total project that will be used for purchase orders. (However, actual costs will be invoiced and may vary from the estimate.)

Design Services: (New or Reconfigure) The following services are available:

1. Complete Site Plan, plans of existing space with electrical, technology connections, etc.
2. Block Plans Implement DOA Furniture Standards and determine square footage required.
3. Space Planning, layout actual workstations from which to develop accurate list of materials.
4. Furniture Specifications develop lists of parts needed to execute the design completed in the above steps.
5. Provide equipment standards
6. Provide complete installation drawings, to include elevations, power and phone layouts as required.
7. Provide planning to include furniture finishes, fabric selection and space usage.
8. Conduct interviews with expected occupants of office space to determine space and equipment requirements.

It is important that the Herman Miller dealer's response be timely to State Agency requests for Design Service assistance. Unless otherwise arranged with the customer, the contract designer should personally visit with the customer within 48 hours. Interviews and rough bubble diagrams must be completed within 10 days after customer has explained the requirement to contractor designer.

State Agencies requiring design support from the contract shall provide the dealer with a letter stating that such services are required and that payment shall be paid to the Herman Miller dealer for Design Services provided.

*COST OF DESIGN by Herman Miller Dealers will be $30.00 per man hour.

NOTE: While the Herman Miller dealer may charge for requested Design Services according to the rate established by this contract, be aware that numerous inquiries can be made, relative to delivery, colors, advice to support in house agency design and etc. for which no separate payment will be made nor should be expected.

Installation:

When agency installation IS NOT FEASIBLE, one of the Herman Miller dealers will (New or Reconfigure) provide this service at the established cost. Installation Service should include receiving of product, identifying product, transportation cost to jobsite, movement of product to installation area, unpacking product, assembly of product to designated site according to the Designed Configuration and removal of debris from and about the building. The delivery and installation sites shall be left "broom clean" or equivalent. Installing dealer to perform minor tuning of equipment 3 weeks after installation.

*COST OF INSTALLATION by Herman Miller Dealers will be $35.00 per man-hour.

Delivery:

All equipment shall be delivered F.O.B. Destination. (FOB destination is defined as a direct shipment from Herman Miller, Inc. to the designated project site and received by State of Kansas personnel. If receiving capability is not possible at State of Kansas project site, shipment will be made to local dealership warehouse where it will be checked in and identified and then delivered to the project site. In this instance the hourly installation fee will apply.) Installation services, if necessary, will be specified in the order. Contractor ensures the State that shipments of equipment will not arrive unexpectedly at site of delivery. Shipments for projects requiring contractor installation shall be accompanied by installers. State agencies are not required to provide storage space for Contract Installed Equipment (unless the agency is responsible for the delay of installation). Herman Miller will strive to meet a 90-day delivery commitment for Product Orders.
Reconfiguration of Existing State Product:

State Agencies may contact any of the three Herman Miller Dealers for Furniture Management Services concerning reconfiguration of existing State Product. The following fee will apply:

Design Service at $30.00 per hour
Installation Service at $35.00 per man-hour

Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. The Contractor fails to make delivery of goods or services as specified in this contract; or

2. The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

Using agency or the Director of Purchases shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within 10 days from the receipt of the notice (or such longer period as the State may authorize in writing), the using agency or the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, using agency or the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the using agency or the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Warranties:

Herman Miller, Inc. extends their standard warranty to the State of Kansas as is outlined at [www.hermanmiller.com/warranty](http://www.hermanmiller.com/warranty), a current copy of which dated January 7, 2008 is attached.
warranty promise

Here’s ours:
12 years, 3 shifts, labor included.
components: aster, pneumatic

Our 3-shift warranty recognizes the need for products to

Our labor-included warranty means that

The Herman Miller warranty is a statement on the quality of our products. It's

and penning
Herman Miller Commercial Office Furniture Products

Brand Names Described Below

Herman Miller for Healthcare® Products

5 years - Frame: procedure and supply TV product Co/Stand products

Upgraded Casework products, center for healthcare design, medical-consultant stands

Executive desks

Casework and workstations

Herman Miller Classic Products

3 years - Cases, benches, and armrest; private cubicles, private

Condo; and two- and three-seat sales

Casework, shelves, metal, and glass cubes, desk, and chair;

multi-level storage, bookcases, storage, and desk

Nelson side chairs, Nelson series, Nestor task chair, and the

Pond series

The Be Collection

6 years - PK66™ personal light; Veer™ personal light

Saville™ task chair and matching arm; single

monitors; arm, and monitor arms; keyboard baskets;

122005 projector stand

4 years (2020)

wood tone

Herman Miller

4 years

Herman Miller Textile Alliance Program® Fabrics

3 years

Herman Miller Design on Textile (DOT™) and Customer's Own Image (COI) Products

1 year

Nonstandard Products

As noted: Coverage is for standard products only. Nonstandard products, not covered by the 3-year warranty or identified on individual product pages.

All Other Products, Parts, and Services

5 years - Electronic panels used in task lighting

Replacement parts

D™ Duel technology

All other products, parts, and services not listed above, sold or furnished by Herman Miller or its subsidiaries, except for reasonable products such as light bulbs, tasks, keyboards, parts, and other electronic products used in which the warranty is Not

Other Manufacturers' Products

None

Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including but not limited to, operating instructions.
Provisions that

Herman Miller, Inc. ("Herman Miller"), 500 East Main Avenue, PO Box 520, Zeeland, Michigan 49464, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts in which the products are used, for the warranty periods specified.

This warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries, and availability on this list does not imply an offer for sale of a product that has a particular place. Product availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Herman Miller, at its sole discretion, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date hereof which fails under normal use as a result of a defect in material or workmanship. Herman Miller will repair or replace the afflicted product, part, or component within a reasonable time.

This warranty extends only to the original purchasers who acquire new products from Herman Miller, its subsidiaries, or its authorized resellers. Any product, part, or component must have been installed, used, and maintained according to Herman Miller's published instructions in order to be eligible for coverage under this warranty and must not have been subjected to misuse or abuse. Any modification to the original product voids this warranty. Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller products.

The date of shipment is the date of the purchase.

This document incorporates all of the warranties given and extends available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty, whether expressed or implied, as to the products.

Herman Miller does not warrant:
- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes due to age, exposure to light, and use
- green wood or other materials that become discolored over time
- the matching of colors, grays, or textures of natural materials
- the colorfastness or the matching of colors of fabrics
- the existence of defects in materials or workmanship which are not apparent at the time of manufacture
- the continued effectiveness of any finish or any finish applied as a result of the usage of the product
- damage, disfigurement, or staining of Venetian blinds due to contact with spindles or other moving parts of the furnishing

Herman Miller's Customer Care (800-447-5566) and other customer-supplied items for manufacturing, quality, and support do not provide any warranties with respect to these materials.

Herman Miller does not warrant products that are exposed to unusual environmental conditions that have been subject to improper maintenance.

Herman Miller's products meet the requirements of many specific local codes related to the price, extent, and type of installations.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

Herman Miller SHALL NOT BE LIABLE FOR INCORPORATION, COMMISSIONAL LOSS, OR ANY CONSEQUENTIAL DAMAGES.

Applies in U.S. only. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Applies outside U.S. European and Asian offices, Herman Miller's liability will not be limited for any loss or damage, including direct, indirect, or consequential, incurred by the purchaser or any other person in respect of the products but nothing contained herein will or shall be considered to exclude or restrict any liability shown, whether direct or consequential, incurred by the purchaser or any other person in respect of the products or nothing contained herein will or shall be considered to exclude or restrict any liability shown, whether direct or consequential, incurred by the purchaser or any other person in respect of the products.