AMENDMENT

Amendment Date: March 29, 2018
Amendment Number: 6
Contract ID: 30880AD
Procurement Officer: Bonnie L Edwards
Telephone: 785/296-3125
E-Mail Address: bonnie.edwards@ks.gov
Web Address: http://admin.ks.gov/offices/procurement-and-contracts

Item: Panel System, Herman Miller
Agency / Business Unit: Statewide
Period of Contract: April 1, 2008 through March 31, 2023

Contractor: Herman Miller
Dealer: John A Marshall Company
10930 Lackman Road
Lenexa, Kansas 66219
Telephone: 913-599-4700
Fax: 913-599-4838
FEIN: 48-1034002

Conditions:

By mutual agreement of both parties this contract has been extended to 3/31/23. Effective 4/1/18 the installation and design fees have increased, the installation fee is $40 per hour and design/space planning fee is $35 per hour.
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:
Ethispace 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.
The freight terms for this contract are F.O.B. Destination Prepaid Allowed.

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 pneu mal

Our 3-shift warranty recognizes the need for products to be available.

Our labor-included warranty means that we stand behind our product.

The Herman Miller warranty is a statement of the quality of our products. It's about enduring
Herman Miller Commercial Office Furniture Products

Brand names

Herman Miller Classic Products
3 years
- Chairs: back, seat, and armrest, chair and arm bases, and armrest slides
- Cushions: seat, back, and armrest
- Casters
- Laminate and wood finishes

The Be Collection
5 years
- Heads: personal light, task personal light, task arm and task arm bases, and armrests
- Laminate and wood finishes

Herman Miller for Healthcare® Products
5 years
- Grommet and cord tidy, and workstations

Herman Miller Textile Alliance Program™ Fabrics
4 years

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

Nonstandard Products
3 years
- Warranty is not applicable to products not covered by the 3-year warranty and is identified on individual product pages.

All Other Products, Parts, and Services
5 years
- Electronic boards used in task lighting
- Headphone plugs
- Headphone jacks
- All other products, parts, and any services not listed above, sold or furnished by Herman Miller or its subsidiaries, except for reasonable products such as light bulbs, lamps, keys, locks, and other electronic products for which no warranty is given.

Other Manufacturers' Products
3 years
- Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers that are not covered by this warranty. Any questions should be directed to the manufacturer of the product.
Provisions that

Herman Miller, Inc. ("Herman Miller"), 100 East Main Avenue, PO Box 502, 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 years to 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 manufactured by Herman Miller in all countries, and availability in this list does not imply an offer for sale of a product that is 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 of the warranty, which fails under normal use as a result of a defect in material or workmanship. Herman Miller will inspect or replace the affected product, part, or component.

This warranty extends only to the original purchasers who acquire new product 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 subject 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.

This warranty starts from the date of purchase.

This document includes descriptions of the warranties given and available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty which implies a condition of implied warranty or otherwise, in relation 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 aging or exposure to light
- Normal usage or variation occurring normally in use
- Normal wear and tear, discoloration, or differences in natural wood

In addition, Herman Miller does not warrant:

- Failure resulting from normal wear and tear
- The matching of colors, grain, or textures of natural materials
- The colorfastness of the matching of colors of finishes, including
- Exposure to sunlight, samples, or to swatches cards
- Damage, marking, or staining of varnish surfaces due to contact with similar compounds, damage from spilled liquids or limping from writing instruments, or prolonged exposure to sunlight.

Herman Miller's customers, Finishing Material (CMW) and other finishes supplied items for manufacturing quality only, and does not provide any warranty with respect to those materials.

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

Herman Miller's products meet the requirements of specific local codes related to the price, price list, and other specifications.

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 inconvenience, commercial loss, or consequential damages.

Applies in U.S. only. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives you specific legal rights; you may also have other rights that vary from state to state.

Applies outside U.S. unless an advised above, Herman Miller will not be liable for any loss or damage, including credit, however caused, whether direct or consequential, incurred or suffered by the purchaser or any other party in respect of the products but not otherwise warranted, unless written agreement is executed by Herman Miller for deep or personal injury resulting from negligence.