Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

Phone: 785-296-2376
Fax: 785-296-7240
https://admin.ks.gov/offices/procurement-contracts

Adam Proffitt, Secretary
Todd Herman, Director

Laura Kelly, Governor

# CONTRACT AWARD

| | |
|---|---|
| **Date of Award:** | November 02, 2023 |
| **Contract ID:** | 00000000000000000000054997 |
| **Event ID:** | EVT0009371 |
| **Replace Contract:** | Various |
| **Procurement Officer:**<br>**Telephone:**<br>**E-Mail Address:** | Lee Askew<br>785.296.7107<br>lee.askew@ks.gov |
| **Item:** | Furniture: Office, Library, School, Ergonomic, and Laboratory |
| **Agency/Business Unit:** | State of Kansas |
| **Period of Contract:** | January 01, 2024, through December 31, 2028 |
| **Contractor:** | MillerKnoll Inc<br>10930 Lackman Rd<br>Lenexa, KS 66219-1232 |
| **Vendor ID:** | 0000030215 |
| **FEIN:** | On File |
| **Contact Person:**<br>**E-Mail:**<br>**Toll Free Telephone:**<br>**Local Telephone:** | Chris Blanchard<br>chris_blanchard@millerknoll.com<br>888.443.4357<br>616.654.5821 |
| **Payment Terms:** | Net 30 |
| **Amendments:** | Amendment One: Addition of language on Page 2 of this document to include the following:<br><br>“colleges, cities, counties, and municipalities from Statute K.S.A. 75-5276,” |

**Political Subdivisions:** Pricing is available to the political subdivisions of the State of Kansas.

**Procurement Cards:** Agencies may use a P-Card for purchases from this contract.

**Administrative Fee:** Administrative Fees have been incorporated into the unit prices of this contract.

**Manufacturer’s Website:** https://millerknoll.my.site.com/public/s/state-of-kansas-dashboard

**Please click this link to find manufacturer’s authorized dealers under EVT0009371:** Additional Files for Procurement Contracts | Kansas Department of Administration (ks.gov)

## KCI Waiver Information:

**A waiver MUST be obtained by ordering Agency prior to ordering any type of furniture. Dealers and Manufacturers are REQUIRED to obtain an approved waiver form from the ordering agency, prior to accepting an order for these items.**

Statute K.S.A. 75-5276 requires that state agencies purchase **goods and services, including office furniture,** from Kansas Correctional Industries (KCI). In applying this statute and administering this waiver process, the term office furniture shall mean:

Furniture, at the time product requirement is indicated, that it is intended primarily for use in an office environment (including faculty offices, meeting rooms and conference rooms). KCI's web site and catalogs do not contain all products offered.

**Statute K.S.A. 76-769 Exempts all Universities, colleges, cities, counties, and municipalities from Statute K.S.A. 75-5276, therefore a waiver form is not required from these entities.**

---

## Vendor Refresh Language

It is the intent of the State of Kansas to allow for re-release of a Request for Proposal on a periodic basis in order to "refresh" the pool of vendors providing services for bid under this contract. This will allow for a more comprehensive, up-to-date pool of available vendors to meet the needs of the State of Kansas agencies using this contract. A Request for Proposal may be re-released, at the State's discretion, throughout the contract period, including subsequent contract renewal periods.

**** Current contract vendors selected during either the initial solicitation, or subsequent solicitations, will not be required to resubmit proposals to subsequent releases; however, vendors may update their original response at the time of re-release if changes have occurred. ****

## 1. Terms and Conditions

### 1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a.
- written modifications to the executed contract.
- written contract signed by the parties.
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

### 1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

### 1.3. Definitions

A glossary of common procurement terms is available at http://admin.ks.gov/offices/procurement-and-contracts, under the "Procurement Forms" link.

### 1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

### 1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 54997

or to any other persons or addresses as may be designated by notice from one party to the other.

### 1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

### 1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

### 1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment

### 1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

**1.10. 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:

- the Contractor fails to make delivery of goods or services as specified in this contract.
- the Contractor provides substandard quality or workmanship.
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), 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.

**1.11. Termination for Convenience**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that 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.

**1.12. Rights and Remedies**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

**1.13. Antitrust**

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

**1.14. Hold Harmless**

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property.

**1.15. Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**1.16. Breach**

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end the contract terms and conditions are severable.

**1.17. Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance, or other transfer by the Contractor without the prior written consent of the State.

**1.18. Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

**1.19. Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

**1.20. Injunctions**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

**1.21. Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

**1.22. Subcontractors**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

**1.23. Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

**1.24. Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

**1.25. Immigration and Reform Control Act of 1986 (IRCA)**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

**1.26. Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

**1.27. Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

**1.28. Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

**1.29. Confidentiality**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy, or render it unreadable.

**1.30. Environmental Protection**

The Contractor shall abide by all federal, state, and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

**1.31. Care of State Property**

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

**1.32. Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

**1.33. Retention of Records**

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

**1.34. Off-Shore Sourcing**

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

**1.35. On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

**1.36. Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

**1.37. Prices**

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity, and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

**1.38. Contract Price**

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

**1.39. Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

**1.40. Invoices**

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work).
- purchase order number and contract number.
- itemization of all applicable charges; and
- net amount due.

**1.41. Accounts Receivable Set-Off Program**

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payment's setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

**1.42. Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state, and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

**1.43. Quarterly Reports**

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at http://admin.ks.gov/offices/procurement-and-contracts, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price, and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

**1.44. Administrative Fee**

Contractor(s) must pay a 1%% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Procurement and Contracts" and must be paid within 30 days following the end of each quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

**1.45. Shipping and F.O.B. Point**

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

**1.46. Deliveries**

All orders shall be shipped within Seven (7) days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

**1.47. Charge Back Clause**

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

**1.48. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

**1.49. Materials and Workmanship**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship, or Contractor fault.

**1.50. Industry Standards**

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**1.51. Implied Requirements**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

**1.52. New Materials, Supplies or Equipment**

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery

**1.53. Inspection**

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

**1.54. Acceptance**

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

**1.55. Ownership**

All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

**1.56. Information/Data**

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

**1.57. Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

**1.58. Transition Assistance**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

**1.59. Integration**

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

**1.60. Modification**

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**1.61. Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

## 2. Specifications

This contract is established to give the State of Kansas multiple options for Furniture in the following categories, (Office, Library, School, Ergonomic & Laboratory) from multiple manufacturers to be used by all State Agencies and Political Subdivisions (Cities, Counties and Municipalities). The contract period would be for a five (5) year period, January 1, 2024, through December 31, 2028.

The State of Kansas has awarded contract(s) directly to Manufacturer's and subsequent dealers of their choosing. Each contractor must be authorized to conduct business with the State of Kansas and possess the experience and personnel resources to provide the products and services described in this contract. The State of Kansas retains the right to request additional information pertaining to the Contractor's ability and qualifications to accomplish all services described in this contract as deemed necessary during the contract award period.

Only responses submitted by product Manufacturers were considered for award of this contract. Contractors must have the capability to provide products and services in accordance with the solicitation documents. Contract orders may be directed to a Manufacturer' representative or to servicing Dealers, which their contact information is provided within this document.

Per Statute K.S.A. 75-5276 requires that state agencies purchase **goods and services, to include but not limited to: office furniture, paint, and janitorial products,** from Kansas Correctional Industries (KCI). In applying this statute and administering this waiver process, the term office furniture shall mean:

Furniture, at the time product requirement is indicated, that is intended primarily for use in an office environment (including faculty offices, meeting rooms and conference rooms). KCI's web site and catalogs do not contain all products offered.

***Per the above statute, it is the manufacturer/dealer's responsibility to obtain the waiver from the ordering agency***

**2.1.** **Pricing:**

All prices will be discounted from the most current list posted on the Manufacturer's website. Pricing will be adjusted per the Producer Price Index or Consumer Pricing Index (CPI) and documentation will be provided to the Office of Procurement and Contracts upon request. The discounts provided in this solicitation shall remain firm for the life of the contract.

Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers will be encouraged to seek and negotiate additional price concessions on quantity purchase of any products offered under the Contract.

Discounts shall be based upon the current website pricing at the time of order. It is the responsibility of Manufacturer to ensure that all pricing is current and accurate.

**2.2.** **Product Changes:**

New or revised product changes may be considered for addition or deletion to the contract after approval. All requests must include the following:

1. Cost Sheet: Items submitted for addition must include a cost sheet, to show the manufacturer percentage off list price.
2. Current Manufacturer published price.
3. Literature of product or series requested for addition.

**2.3. Authorized Servicing Dealers and Manufacturer Representative:**

Contractors are required to name a minimum of two (2) different servicing Dealers for the State of Kansas, but not more than one dealer per specified region.

It is the Contractor's responsibility to ensure that all Customers will be given equal representation and service with the approved Dealers. Each Dealer named will be responsible for delivery and installation of products. All servicing Dealers participating in this contract are required to register with the State of Kansas, if they will be receiving orders on behalf of the Manufacturer. This can be done by going to http://admin.ks.gov/offices/procurement-and-contracts/ , click on bidder registration and follow the instructions.

**2.4. Servicing Dealer Changes:**

Addition or deletions of servicing Dealers may be requested at any time during the Contract. All requests must include the following:

1. Letter or email information from the Manufacturer requesting addition/deletion of the Dealer(s).
2. Completed Authorized Dealers and Manufacturer Representative Form for Dealer additions.

**2.5. Delivery:**

1. **Packaging:** Products shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers, and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain the Customer's property.

2. **Delivery Requirements:** All additional charges for freight, delivery, and installation shall be noted on the Cost Sheet. The State of Kansas reserves the right to reject any additional charges not previously agreed upon.

   Delivery of all contract items (except for special finish, custom fabric, or customized orders) is required within 30 days from receipt of order containing complete ordering information (contract number, item description, Manufacturer's model number and street delivery address. Any known factors (including vacation period, factory inventory, etc.) that may disrupt the delivery schedule must be clearly presented to the Customer along with the specific information on how orders will be processed during such periods. Delay in delivery beyond the time specified must be justified to the ordering agency, in writing. Furthermore, items not delivered within the required delivery schedule may result in the Contractor being found in default by the department in accordance with contract conditions.

3. **Transportation & Delivery:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) business days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation.

**2.6.** **Installation and Space Planning:**

1. **Installation Costs:** Installation charges is listed as a cost per item, percentage of net cost, cost per hour, or negotiable per project on the Cost sheet. Installing agent shall be responsible for receipt, inspection, and assembly of items at the location listed on the purchase order.

2. **Installation:** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the

   Installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound.

   Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damage or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition.

   Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3. **Space Planning/Design Fees:** Space planning fees for furniture is listed as an hourly fee, percentage of price fee or negotiable per project on the Cost Sheet. Customer shall approve space planning or design fees in writing prior to any services being performed by the Contractor or servicing Dealer.

4. **Conformance to Code:** The installing Dealer shall be responsible for verifying furniture space plan/configuration fits the given space and all aisles and openings and doors meet the local fire and safety codes and are in conformance with ADA regulations.

**2.7.** **Americans with Disabilities Act:**
Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**2.8.** **Literature:**
Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc. at no cost to the Customer.

**2.9.** **Risk of Loss:**
Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall record any evidence any visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report.

When a Customer rejects a product, Contractor shall remove it from the premises within ten (10) business days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non- conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall

have the right to dispose of it as its own property.

**2.10.** **Eligible Products:**

All products offered under this Contract shall be new and unused and in current production. remanufactured or refurbished products are not part of this offering. No series shall be considered for award under this Contract if already awarded or in conflict with another State of Kansas Contract.

The State of Kansas will link the Manufacturer's web page and Cost Sheet to the contract site: www.ks.gov/purch/contracts/ for the life of the contract.

Each Manufacturer's Web Page should include the following information:

1. Ordering instructions
2. Authorized Servicing Dealers & Manufacturer Representative
3. Commercial Price Book, PDF, or HTML
4. Environmental Information
5. Recycled Content Information
6. Additional links may be included to access additional product literature, the Contractor's home page, or any other pertinent information

**2.12.** **Requirements of Contractor:**

1. Printed paper copies of this contract will not be automatically distributed to Contractors or users.
2. Contractors can view their current contract through the State Purchasing website at www.ks.gov/purch/contracts/.
3. Color brochures and fabric/finish cards must be provided to all users upon request.
4. All price lists and literature will be provided at no charge to the State of Kansas or Customers.

**2.13.** **Warranty:**

All equipment including material used therein shall be warranted by the Contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the Contractor shall either repair or replace the defective parts and materials at no additional cost to the Customer. The Contractor shall be liable to the Customer for supply of information and material necessary for mandatory revisions determined by the Manufacturer at no additional cost to the Customer for the duration of the warranty period.

The duration of this full parts warranty period shall be at least five (5) years (except for fabric and pneumatic cylinders, which shall be warranted for a minimum of one (1) year), or the Manufacturer's standard warranty period, whichever is longer. The warranty period shall start with the date of equipment acceptance and shall be extended to include times during which the equipment is out of service for warranty repair. The warranty shall apply to all equipment provided under this contract.

**2.14.** **Insurance, Worker's Compensation:**

The Contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Such insurance shall comply fully with the State of Kansas Worker's Compensation Law. In case any class of employees engage in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub- contractor to provide adequate insurance, satisfactory to the Customer, for the protection of his employees not otherwise protected.

The Contractor shall take out and maintain during the life of this agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance that will protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

**Contractor's Comprehensive General Liability Coverage**

Bodily Injury and Property Damage:
-$300,000.00 each occurrence, Combined Single Limit

**Automobile Liability Coverage**

Bodily Injury & Property Damage:
-100,000.00 each occurrence, Combined Single Limit

Insuring clause for both Bodily Injury and Property Damage shall be amended to provide coverage on an occurrence basis.

## 3. Furniture Requirements:

### 3.1. TABLES – CONFERENCE, TRAINING & PUBLIC WORK AREA

**Mandatory Minimum Requirements:**

- All products must meet ANSI/BIFMA X5.5-2008 Desks/Table Products Tests.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- Desks and tables shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- Manufacturer/Dealer must provide standard trim for all exposed ends, junctions, corners, or changes in height.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

**Laminate Conference Tables:** Tops to be a minimum of 1-1/4" thick particle board (45 lbs. density or better) covered and self-edged with high pressure laminate. Slab bases to be 2" thick and constructed same as the tops. Standard laminate finishes acceptable.

**Wood Veneer Conference Tables:** Tops to be a minimum of 1-1/4" thick, bases to be 2" thick and constructed same as the tops.

**Adjustable Height Work Surfaces:** Must provide adjustable heights for children and adults, printer cable, power cord, wire pass through slots, and wire management system.

**Folding Tables:** Tops to be a minimum of 3/4" high density (45 lbs. or better) solid core, and to be surfaced with .022" (or thicker) high pressure laminate. Standard top and frame finishes are acceptable. Shall include Manufacturers standard five (5) year warranty.

**Computer Training Tables:** Must provide fixed and adjustable heights for both children and adults, printer cable, power cord, wire pass through slots, wire management system, and Keyboard tray.

**CRT Data Station Tables:** All products shall be covered by a one (1) year or longer Manufacturer's warranty. Price quoted must include as a minimum selectivity of oak and/or walnut plastic laminate surfaces and black or putty enamel metal parts

## 3.2. DESKS AND SYSTEMS FURNITURE

**Mandatory Minimum Requirements:**

- All products must meet ANSI/BIFMA X5.5-2008 Desks Products Tests.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- Desks shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- Manufacturer/Dealer must provide standard trim for all exposed ends, junctions, corners, or changes in height.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

**All secretarial units shall have:**

- At least a five-unit secretarial stationery tray included.
- All desks shall have a center drawer with center locking mechanisms to lock all drawers (extensions accepted).
- Desks may be ordered without center drawers, but cost will not exceed the price for desks with center drawers.
- File drawers shall be furnished with compressor follower block.
- One sliding reference shelf to be furnished with each desk.
- All desks and return units with cabinets, including credenzas, must be delivered preassembled with legs installed.
- All proposed Desk Series must have available matching or compatible companion units such as tables and credenzas.
- Legs and drawer hardware shall be Manufacturer's standard chrome finish for the series proposed.
- Bidder must indicate product series of companion units and provide a price list for all components available within that series.

## 3.3. BOOKCASES

**Mandatory Minimum Requirements:**

- All products must meet ANSI/BIFMA X5.9-2004 Storage Units Tests.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- Bookcases shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

## 3.4 FILES AND STORAGE

**Mandatory Minimum Requirements:**

- All products must meet ANSI/BIFMA X5.9-2004 Storage Units Tests.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- Files and Storage shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

### 3.4.1. Lateral File Requirements:

1. **General:** The lateral filing cabinets shall be of a single depth to accommodate filing legal or letter size materials laterally (side-by-side) and front to back in the same cabinet, with optional accessories. The lateral steel file cabinets described herein must be standard and continuing items in the Manufacturer's product line and shall be identified by regular catalog number from the published catalog.

2. **Materials:** All materials used shall be free from defects that affect serviceability or appearance of the finished product.

   a. **Steel:** Steel sheets used in fabrication of the file cabinets shall be commercial quality. All steel shall be smooth, free from rust, scale, pits, scratches, laps, and buckles affecting strength.

   b. **Finish:** Final finish for the cabinet, drawers and drawer surfaces shall be baked enamel or powder coat. Colors and application shall be in accordance with the Manufacturer's own specifications.

   c. **Construction:** All welding and mechanical attachments shall provide rigidity to the completely assembled unit to prevent misalignment, sagging, binding of parts or other damage to cause interference with operation of drawers and suspension, lock mechanism and other moving parts, when loaded and tested as specified herein. Any exterior welds shall be smooth; interior welds shall be finished to eliminate sharp edges or rough surfaces that might cause personal injury.

   d. **Drawers and Shelves:** File drawers shall be a solid, fixed front type, with double wall construction at least 2" in height of drawer front. Shelve shall be a roll-out type with receding doors. Drawers and shelves options shall provide for filing letter and legal-size materials laterally (side-by-side) and front to back, in a variety of methods; provisions for hanging file folders may be integral with the drawer and shelf design or may be a separate attachment. Drawers and shelves shall also be separate attachments. Drawers and shelves shall also be designed to hold vertical dividers (inserts) on not less than two-inch (2") centers across the full compartment width. When called for, no less than three (3) dividers shall be furnished with each compartment. Drawers and shelves shall fit squarely in their openings. The ends shall be formed and finished to eliminate roughness and sharp edges which affect serviceability or appearance, or which might cause personal injury.

**e. Suspension:** Drawer and roll-out shelf suspension system shall be of the progressive type with free rolling rollers, balls or fixed journal rollers of the ball bearing or roller bearing type shall be factory lubricated and shall travel easily, quietly, and smoothly. Suspension shall allow a filling compartment to extend outward until the compartment back is out of the cabinet, but not more than 1-1/4 inches.

Suspension members, including case channels, shall be finished following the best commercial standards for proper protection and durability. Suspension shall not cause binding when opening or closing drawers or shelves. Suspension system supporting each drawer or shelf shall assure smooth and easy operation of the drawer or shelf.

**f. Operation:** Extension of the drawers or shelves may be manual or automatic (door actuated). Drawers in the closed position shall remain closed (no creeping open).

**g. Locking Device:** Locks shall be supplied as an option and, when requested, shall be of a tumbler type or approved equivalent. The lock shall secure all filing compartments and/or doors simultaneously (gang lock). NO less than 150 different key changes shall be offered. Master key option must be available. Duplicate keys shall be furnished with each locking cabinet.

**h. Safety Interlock:** All cabinets shall be provided with a positive mechanical interlock mechanism. The mechanism shall be such that under the condition where one compartment is extended beyond the fully closed position, no other compartment in the compartment in the cabinet can be extended more than 1 ½ inches beyond the face of the cabinet.

**i. Out Stops and Bumpers:** The cabinet shall have out stoppers to prevent drawers or shelves from falling out of the cabinet when they are fully extended and in-stops or bumpers to prevent metal-to-metal contact between the rear of the drawers, shelves, suspension, and tracks and the back of the cabinet case. Bumpers shall be rubber composition or other resilient material and shall be installed in a manner to withstand a normal rebound without damage.

**j. Glides:** A minimum of 4 leveling glides shall be provided. The base of the glide shall be not less than 0.75” dia. And shall have a corrosion-resistant finish or plastic surface that is smooth so as not to scratch floor surfaces.

**k. Bolts, Nuts, Screws and Accessories:** The bolts, nuts, screws, and accessories shall be made to resist rust by electro-galvanizing or by zinc, chromium, or cadmium plating, as commercially produced by Manufacturers of these items unless otherwise specified herein.

**3.4.2. Vertical File Requirements:**

1. **General:** cabinets offered shall accommodate legal and letter size materials, with optional accessories. All filing cabinets shall meet the requirements as detailed herein. Vertical steel file cabinets described herein must be standard and continuing items in the Manufacturer's product line and shall be identified by regular catalog numbers from his published catalog.

2. **Materials:** All materials used shall be free from defects that affect serviceability or appearance of the finished product.

   a. **Steel:** Steel sheets used in the fabrication of the file cabinets shall be commercial quality. All steel shall be smooth, free from rust, scale, pits, scratches, laps, and buckles affecting strength.

   b. **Finish:** Final finish for the cabinet, drawer and drawer surfaces shall be baked enamel or powder coat. Colors and application shall be in accordance with the Manufacturer's own specifications.

   c. **Construction:** All welding and mechanical attachments shall provide rigidity to the completely assembled unit to prevent misalignment, sagging, binding of parts or other damage to cause interference with the operation of drawers and suspension, lock mechanism and other moving parts, when loaded and tested as specified herein. Any exterior welds shall be smooth, interior welds shall be finished to eliminate sharp edges or rough surfaces that might cause personal injury.

   d. **Cabinet Case:** The cabinet case shall consist of front, top, sides, back and bottom. The sides, top and back of the cabinet case shall have smooth even surfaces and shall be without holes or indentions except for scored knockouts. There shall be not less than 6 interior vertical reinforcing members. One reinforcing member shall be located approximately in each corner and one centered on each side. The cabinet case shall be rigidly formed, sufficiently braced, reinforced, and welded in order to withstand heavy usage, without warping, twisting or distortion enough to impair the operation of the drawers or cause defects which might affect serviceability of any part of the cabinet.

   e. **Cabinet Case Metal Gauges:** Minimum thickness of metal components for cabinet case shall be as follows:

| | |
|---|---|
| Top | 20 Gauge |
| Sides | 22 Gauge |
| Back | 24 Gauge |
| Bottom | 24 Gauge |
| Interior Vertical | 20 Gauge |
| Interior Horizontal | 20 Gauge |

   f. **Drawers:** Drawer front shall be of double wall construction at least 2" in height. The inside drawer front shall be metal. The drawer assembly shall result in a drawer that is properly aligned. The drawer front shall fit squarely into the drawer opening. Each drawer shall have a handhold with beaded or rounded grip in the rear of drawer for drawer removal.

**g. Drawer Dimensions:** Minimum inside drawer dimensions (clear net filing space with follower block in most rearward position) shall be as follows:

| | Height Min. Inches | Width Min. Inches | Depth Min. Inches |
|---|---|---|---|
| Drawer Legal Size | 10.25 | 15.25 | 26.26 |
| Drawer Letter Size | 10.25 | 12.25 | 26.25 |

Inside drawer height shall be measured form clear drawer bottom to bottom of clear drawer opening for the full width and depth of drawer. Inside depth shall be measured from the inside drawer front to front of the follower block in its most rearward position.

**h. Drawer Metal Gauges:** Minimum thickness of metal components of drawer shall be as follows:

| | |
|---|---|
| Outside Front | 22 Gauge |
| Inside Front | 24 Gauge |
| Body and Back | 26 Gauge |

**i. Drawer Suspension:** Drawer suspension system shall be of the progressive type with fee rolling rollers, balls or fixed journal rollers of the ball bearing or roller bearing type, and shall travel easily, quietly, and smoothly. There shall be a minimum of six main bearing rollers supporting the drawer. When only free rollers or free rolling balls are used, there shall be no less than a total of ten in supporting the drawer. Suspension members, including case channels, shall be finished following the best commercial standards for people, protection, and durability. Suspension slide members shall be 16 gauge minimum with 18-gauge minimum cross members. Suspension system supporting each drawer shall assure smooth and easy operation of the drawer and withstand the test requirements specified herein.

**j. Follower-Block:** One follower-block shall be furnished with each file drawer. The follower-block shall be the friction locking type or shall be held in place by engaging slots or formations in the drawer sides. The follower-block shall be held securely in a right-angle position to the drawer sides at any point of required travel. The follower- block shall not be movable rearward until activated by a safety device on the plate. Minimum thickness of the follower-block plate shall be 22 gauge.

**k. Stoppers:** All drawers shall be provided with a stop which will prevent the drawer from hitting the back of the cabinet on the inward movement and with a positive stop which will prevent the drawer from falling out when fully extended. The stops encountered on the inward movement shall be equipped with bumpers of rubber of other comparable material. The stops shall prevent the unintentional removal of drawers, but the drawers shall be easily disengaging from the tops and removed from the cabinet when desired, without the need of tools.

l. **Locking Device:** Locks shall be supplied as an option, and when requested, shall be a tumbler type or approved equivalent. The locking mechanism shall be a positive mechanical mechanism operated by a chrome plated plunger type lock. Plunge springs out when unlocked with the key and locked by pushing the plunger in until it catches. The locking mechanism shall secure all file drawers simultaneously (gang lock) and shall be so constructed that the drawers left open may be closed and positively locked after the cabinet is locked, without distorting the locking mechanism. Locks shall have not less than 150 key changes. Duplicate keys shall be furnished with each lock.

m. **Drawer Latch:** Drawer shall have a positive acting spring latch mechanism capable of holding loaded drawer closed at any tilt angle. The latch release button shall have free movement only in the horizontal plane parallel to the drawer front. The release button shall fit snugly to the drawer front and shall be located convenient to drawer pull so that one-hand operation will simultaneously release the latch and permit the drawer to be opened.

n. **Operation:** Drawers shall open and close smoothly and when in the closed position shall remain closed (no creeping open).

## 3.5. LABORATORY FURNITURE

**Mandatory Minimum Requirements:**

- All products offered must meet ANSI/BIFMA Testing as applicable.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- All items shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

**Laboratory Seating**: This category is for adjustable height lab stools and chairs. All products shall have footrests and pneumatic seat height adjustments provided as standard. Products shall have a ten-year qualified guarantee on structural material and workmanship, and a 5-year qualified guarantee on upholstery material. Product shall meet all BIFMA/ANSI standards were applicable.

**Science Tables:** Table frames should be made of wood, stainless or power coated steel, come standard with leveling feet and have the option to upgrade to lock casters for mobility.

**Microscope Tables/Work Surfaces:** Basic table work surfaces should be made of Epoxy Resin, Phenolic Resin, or Chemical Resistant Laminate. Each work surface must be upgradable with Leveling Casters or Anti Vibration Feet, Lab Grade Drawers & Cabinets, Under Mount Keyboard Trays and be available in adjustable heights.

**Laboratory Islands**: Basic Island work surfaces should be made of Epoxy Resin, Phenolic Resin, Chemical Resistant Laminate, or a Carbon Core Laminate. Each work surface must be upgradable with components for a wet lab environment, needing lab grade sinks, lab drying racks, and chemical resistant work surfaces; Mobile Lab Islands for Classroom Environments and Island built for Specific Lab Instrumentation.

**Stainless Steel Utility Carts:** Must be stainless steel, with sound deadening panels under shelves, to restrict vibration and noise. Must have bumpers on the legs and handles to protect walls and furniture and must be able to be cleaned and sanitized easily.

## 3.6. LIBRARY AND MULTI-MEDIA DISPLAY AND STORAGE

**Mandatory Minimum Requirements:**

- All products offered must meet ANSI/BIFMA Testing as applicable.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- All items shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

## 3.7. ERGONOMIC FURNITURE AND ACCESSORIES

Because of the significant difference between individuals in the workforce, it is important to ensure correct design with respect to the layout and dimension of computer workstations. To decrease injury risk exposure and ultimately prevent injuries while continuing to support improvements in efficiency in an office computer workstation environment, the below specifications should be followed when bidding ergonomic computer furniture and accessories for an office computer workstation environment.

### 3.7.1. Postures

To maintain comfort and increase productivity, computer users should frequently change postures. Four reference postures at a computer workstation are:

**1. Upright sitting**: Allows for vertical position of 90 and 105 degrees of the upper torso with thighs near horizontal and lower legs vertical

**2. Reclined sitting**: Allows for a recline of the user's torso and neck to be between 105 and 120 degrees

**3. Declined sitting**: Allows for the user's thigh position to be angled downward with the hips above the knees, with the upper torso vertical or slightly reclined with an angle of greater than 90 degrees between the torso and thighs

**4. Standing**: Allows for the knees, hips, torso, and neck to be in line vertically

Computer workstation design should allow for use of all four reference postures, allowing for users to alternate between both seated and standing postures. All furniture manufacturers should be able to provide adjustable furniture which allows for seated and standing postures that meets the below criteria.

### 3.7.2. Clearances

The below criteria should be followed in workstation design to allow for adequate clearance for a user's feet and legs under the work surface.

**1.** For seated workstations, the below should be applied:

- **a.** Work surface thickness should be no more than 1.5"; incorporation of drawers beneath the work surface for storage (i.e., pencil drawers, file drawers) should be properly located to avoid interference with the legs when users move around through various work surfaces.
- **b.** Seated workstations should provide adequate clearance for feet and legs with no obstructions and should allow users to adjust through seated reference postures. Movement away from the designated computer workstation to an adjacent workstation (such as a return in an L-shaped or U-shaped workstation) to the right or left should be accounted for and all obstructions removed.
- **c.** Clearance in work surface depth at foot level should be at least 23.5" under the work surface (front to back) to allow sufficient room for the feet and legs under the desk. Additional clearance may be needed to allow for further extension of the legs at the knee.

**2.** For standing only workstations, the below should be applied:

- **a.** Clearance under the work surface for foot height should be at least 4.5"
- **b.** Clearance under the work surface for foot depth should be at least 5"
- **c.** Width clearance under the work surface at foot level should be at least 20"

### 3.7.3. Working Height & Width

Height of input devices should be adequately adjustable to allow for proper placement for the user.

**1.** Generally, the surface height should be as follows:

- **a.** Work surfaces should be adjustable in height and allow for a user's elbow postures of approximately 90 degrees.
- **b.** When height adjustability is not feasible, the height for a fixed work surface for seated work only should be in the range of 28.5" – 31"
- **c.** Work surface height for seated only workstations should be adjustable from 22" – 31"
- **d.** Work surface height for standing only workstations should be adjustable from 36" – 46.5"
- **e.** Work surface height allowing for both sitting and standing should be adjustable from 22" – 46.5"

**2.** All work surfaces should provide adequate clearance for the legs and not impact the top of the thighs (refer to the above section on clearances)

**3.** Sufficient space on top of the work surface should be provided to allow for multiple input devices (both keyboard and mouse, tablet, etc.), computer monitors, telephone, and other equipment

**4.** The horizontal space on top of the work surface which provides adequate width for computer input devices, writing materials, etc. should be at least 40" – 45"

**5.** The platform or surface of an articulating arm keyboard tray should be at least 26" wide (27.6" or more is ideal) to allow for sufficient keyboard and mouse space. These platforms should be adjustable in eight and range in height from 7" below the desk to 6" above the desk. Bi-level adjustable desk platforms as part of the overall desk design are sufficient if these meet the necessary specifications.

***Platforms which do not adjust to meet these specifications are unacceptable

**6.** The below section on work surface dimensions further specifies actual work surface dimensions to be incorporated in furniture design

**7.** Height adjustable work surfaces should provide visual specifications marking the adjustment for height and tilt

**8.** Work surface edges should be rounded (radius of at least 0.1") and have a non-reflective surface

### 3.7.4. CHAIRS

**1.** Chairs should meet the below criteria and allow users to adjust from at least two of the three seated reference postures as mentioned above.

**a.** Adjustable seat height
**b.** Height adjustable back rest (bendable or flexible back support in response to movement may suffice)
**c.** Adjustable seats pan tilt (whether adjustable by a lever, knob or by adjustments through body weight)
**d.** Adjustable back rest tilt (whether adjustable by a lever, knob or by adjustments through body weight)
**e.** Tension adjustment with seat lock or stop
**f.** Adjustable seat depth
**g.** Waterfall or rounded front edge
**h.** Armrests (if provided) must provide sufficient clearance under the workstation and are not to interfere with the use of any of the four reference postures
**i.** Overall chairs should allow for dynamic or floating postural changes and movements to allow for adjustment between seated reference postures. Flexible seat materials which bend along with user movements are also acceptable.

**2.** Chairs dimensions should meet the below criteria.

**a.** Seat heights should range from 15” – 22”
**b.** Seat depth should range from 15” – 21”
**c.** Seat width should be at least 17.7”
**d.** Seat pan tilt should be adjustable by the user in the range of at least 4 degrees
**e.** Seat back angle should be adjustable from 90 – 120 degrees; angles beyond 120 degrees require a user adjustable headrest
**f.** Width of the backrest should be at least 14.2”
**g.** Top of the backrest height should be at least 17.7” above seat height
**h.** Backrest height adjustment should be user adjustable between 6” – 10" above seat height
**i.** Armrests should adjust in height and width and be detachable.
**j.** Armrests should adjust from at least 6.7” to 10.6” above the seat height and width clearance of armrests should be adjustable from 13.5” to at least 18”.
**k.** Arm rests should pivot and/or slide to allow for both wider and narrower user shoulder breadths.

Users should be properly educated on the available chair adjustments, how they are used as well as why they are beneficial. Simply dropping off a chair user’s guide is insufficient.

### 3.7.5. MONITOR

Monitor adjustment is important in accommodating each individual user’s line of sight. Monitor arms are commonly used to allow easy adjustment of height, tilt, angle, and distance. Monitor arms are recommended as part of overall computer workstation design to allow for proper user placement.

**1.** Monitor adjustments or monitor arms should allow for the following adjustments when incorporated.

**a.** Monitor arms to be used for sitting only workstations should be adjustable between 27.5” – 32.8”. Additional adjustment may be needed for users with prescription lenses

**b.** For users with normal visual capabilities, monitors should be adjustable between 15.7” – 39.4” from the user’s eyes.

### 3.7.6. WORK SURFACE DIMENSIONS

Work surfaces dimensions will need to vary from one user to another and in addition, the space and dimensions within the office will also play a role in dimensions of a workstation. However, aesthetics should not compromise human factors, biomechanics, or comfort. Criteria for standard workstation dimensions are listed below.

**1.** Overall computer work surface dimensions are recommended to be at least 24” x 48”.

- **a.** If a 24” depth is used, an articulating arm keyboard platform is recommended as 24” is not an adequate depth to hold all components of a computer and provide the visual distance needed
- **b.** If a keyboard tray is not used, the work surface depth should be 30” where computer work is performed

**2.** Adjacent sections of the desk (i.e., L-shaped, or U-shaped desks) should be at least 24” x 72”

- **a.** If 24” x 60” is preferred due to room dimensions and limitations, storage drawers under that desk surface should be eliminated to avoid leg obstructions.

## 4. Cost Sheet

**Instructions for Administrative Fee Contract Reporting**

1. **Administrative Fee:**

Contractor shall pay a quarterly administrative fee payable to the "State of Kansas Purchasing Division." The administrative fee applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.

Applicable administrative fees shall not be included on the invoice as an individual line item.

All administrative fee payments shall include the contract number on the required documents. If submitting an administrative fee payment for more than one contract, then a separate payment and associated documents shall be submitted by the Contractor for each contract.

The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty-five (45) calendar days of quarter end.

The template for the required Quarterly Administrative Fee & Usage Report outlined below in Sections 2 and 3 is attached as Quarterly Administrative Fee & Usage Report. The report must be submitted via email to: reports@ks.gov

2. **Kansas Office of Procurement and Contracts Statewide Contract Quarterly Administrative Fee Report:**
Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, political subdivisions, and other authorized entities that were made pursuant to the contract.

3. **Fee Payment and Report Schedule:**
Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Office of Procurement and Contracts even if no payments are made in a quarter in accordance with the following schedule:

| Period End | Report Due |
|---|---|
| March 31 | May 15 |
| June 30 | August 14 |
| September 30 | November 14 |
| December 31 | February 14 |

4. **Report Modifications:**
The Office of Procurement and Contracts reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to Contractor. The Office of Procurement and Contracts may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Office of Procurement and Contracts, Contractor shall comply with all contract terms, as amended.

5. **Timely Reports and Fees:**
If the administrative fee is not paid and quarterly report is not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

**DEPARTMENT OF ADMINISTRATION**
**Office of Procurement and Contracts**
**900 SW Jackson St # 451S**
**Topeka, KS 66612**
**Phone: (785)296-2376 | Fax: (785) 296-7240**

**Quarterly Administrative Fee & Usage Report**

The contractor shall submit a "Quarterly Administrative Fee & Usage Report" to the Department of Administration, Office of Procurement and Contracts (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee & Usage Report" to Purchasing no later than the 45th calendar day of the quarter following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee & Usage Report" in accordance with the definitions and requirements stated below. Please contact the Kansas Office of Procurement and Contracts at Reports@ks.gov or (785-296-2376) if you have specific questions about the submission of this report, or payment of the administrative fee.

| **Admin Fee Report Instructions** | |
|---|---|
| **Contractor Name** | Contractor name as it appears on the contract |
| **Statewide Contract Number** | Statewide contract number as listed on the first page of your contract |
| **Date Report Submitted** | Date Administrative Fee Report is submitted |
| **Report Contact Name** | Name of person completing the report on behalf of the contractor |
| **Contact Phone Number** | Phone number for person completing the report |
| **Contact Email Address** | Email address for the person completing the report |
| **Administrative Fee Payment Calculation** - The total amount in payments received (minus returns & credits) from state agency(s), political subdivision(s), universities, and governmental entities, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated by the administrative fee of (1) percent (%) located in your contract) of the Overall Total Payments Received for the Reporting Quarter. | |
| | |
| **If no payments were received during the Reporting Quarter, check the box below:** Complete section if applicable. | |
| **Reporting Quarter** | Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format X is the Quarter number as follows:<br><br>Q1: January 1 - March 31 Q3: July 1 - September 30<br>Q2: April 1 - June 30 Q4: October 1 - December 31 |
| **Signature of Responsible Party for Report Content (**signature and title of the person completing the report on behalf of the contractor and the date the report was completed. | |

# TABLES

| *Description:* | *Most Current % off MSRP* |
|---|---|
| | |
| **Tables Conference, Training & Public Work Area** | |
| | |
| Laminate Conference Tables | 70.40 and varies |
| Wood Veneer Conference Tables | 52.00 and varies |
| Adjustable Height Work Surfaces | 70.40 and varies |
| Folding Tables | N/A |
| Computer Training Tables | 70.40 |
| CRT Data Station Tables | 70.40 |
| Discount for all other categories not listed above | |

*******Please see attached schedule for additional product discounts.**

**Additional Quantity Discounts:**

List additional discounts applicable to any Single Order, of any combination of awarded contract items to be delivered at one time to one destination.

Single order greater than $400,000 list are negotiable and eligible for deeper discount

**Installation:**

Charges may be listed as cost per item, % of net cost of items, cost per hour, or negotiable per project.

Installation charges are negotiable per project. Average rate is shown below:
Non-union $61.50/hour
Union $91/hour

**Space Planning/Design Fees:**

Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning design fees.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Shipping/Delivery Costs:**

If there are additional costs not already listed in the discount price, please detail them here.

Any additional services are negotiable per project.

**Standard Delivery Time after receipt of order (ARO) by Manufacturer or Manufacturer's representative.**

| Description | Days ARO |
|---|---|
| In Stock Items | All items are built to order |
| Non-Stock Items | 25 business days on average |

**Note: Any additional charges or fees must be noted on this form. The State will not accept or pay for any charges not listed or negotiated prior to placing an order.**

# SEATING

| Seating | *Most Current % off MSRP* |
|---|---|
| Ergonomic Seating | 55.15 and varies |
| Task Seating | 55.15 and varies |
| Multi-Shift Seating | 55.15 and varies |
| High Performance Seating | 53.25 and varies |
| Big & Tall Seating | 55.15 and varies |
| Big & Tall Multi-Shift Seating | 55.15 and varies |
| Executive Seating | 59.5 and varies |
| Side Chairs | 55.15 and varies |
| Reception/Lounge Seating | 48.45 and varies |
| Stack Chairs | 55.00 and varies |
| High Density Stack Chairs | 55.00 and varies |
| Articulating High Density Stack Chairs | N/A |
| Steel Folding Chairs | N/A |
| Double Shell Chair | N/A |
| Discount for all other categories not listed above | |
| | |
| | |

*******Please see attached schedule for additional product discounts.**

**Additional Quantity Discounts:**

List additional discounts applicable to any Single Order, of any combination of awarded contract items to be delivered at one time to one destination.

Single order greater than $400,000 list are negotiable and eligible for deeper discount

**Installation:**
Charges may be listed as cost per item, % of net cost of items, cost per hour, or negotiable per project.

Installation charges are negotiable per project. Average rate is shown below:
Non-union $61.50/hour
Union $91/hour

**Space Planning/Design Fees:**

Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning design fees.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Shipping/Delivery Costs:**

If there are additional costs not already listed in the discount price, please detail them here.

Any additional services are negotiable per project.

**Standard Delivery Time after receipt of order (ARO) by Manufacturer or Manufacturer's representative.**

| Description | Days ARO |
|---|---|
| In Stock Items | All items are built to order |
| Non-Stock Items | 25 business days on average |

**Note: Any additional charges or fees must be noted on this form. The State will not accept or pay for any charges not listed or negotiated prior to placing an order.**

## DESKS & SYSTEMS FURNITURE

| Desks & Systems Furniture | *Most Current % off MSRP* |
|---|---|
| | |
| Wood Veneer Office Furniture | 52.00 and varies |
| Laminate Office Furniture | 68.50 and varies |
| Steel Office Furniture | 68.50 and varies |
| Open Office Systems Furniture | 57.05 and varies |
| Desking Systems | 52.00 and varies |
| Communications Center Workstations | 68.50 and varies |
| Executive Office Systems | 52.00 and varies |
| Discount for all other categories not listed above | |
| | |

*******Please see attached schedule for additional product discounts.**

**Additional Quantity Discounts:**

List additional discounts applicable to any Single Order, of any combination of awarded contract items to be delivered at one time to one destination.

Single order greater than $400,000 list are negotiable and eligible for deeper discount

**Installation:**
Charges may be listed as cost per item, % of net cost of items, cost per hour, or negotiable per project.

Installation charges are negotiable per project. Average rate is shown below:
Non-union $61.50/hour
Union $91/hour

**Space Planning/Design Fees:**

Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning design fees.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Shipping/Delivery Costs:**

If there are additional costs not already listed in the discount price, please detail them here

Any additional services are negotiable per project.

**Standard Delivery Time after receipt of order (ARO) by Manufacturer or Manufacturer's representative.**

| Description | Days ARO |
|---|---|
| In Stock Items | All items are built to order |
| Non-Stock Items | 25 business days on average |

**Note: Any additional charges or fees must be noted on this form. The State will not accept or pay for any charges not listed or negotiated prior to placing an order.**

# BOOKCASES

| Bookcases | *Most Current % off MSRP* |
|---|---|
| Laminate: | 68.50 and varies |
| 36" W X 29"H X 12" D with one (1) Adjustable Shelf | |
| 36" W X 42"H X 12" D with two (2) Adjustable Shelves | |
| 36" W X 42"H X 9-3/4" D with two (2) Adjustable Shelves | |
| 36" W X 78"H X 12" D with four (4) Adjustable Shelves | |
| 36" W X 84"H X 9-3/4" D with six (6) Adjustable Shelves | |
| 36" W X 84"H X 9-3/4" D with six (6) Adjustable Shelves | |
| 36" W X 90"H X 9-3/4" D with six (6) Adjustable Shelves | |
| Wood: | 68.50 and varies |
| 36" W X 29"H X 12" D with one (1) Adjustable Shelf | |
| 36" W X 42"H X 12" D with two (2) Adjustable Shelves | |
| 36" W X 42"H X 9-3/4" D with two (2) Adjustable Shelves | |
| 36" W X 78"H X 12" D with four (4) Adjustable Shelves | |
| 36" W X 84"H X 9-3/4" D with six (6) Adjustable Shelves | |
| 36" W X 84"H X 9-3/4" D with six (6) Adjustable Shelves | |
| 36" W X 90"H X 9-3/4" D with six (6) Adjustable Shelves | |
| Steel : | 68.50 and varies |
| 36" W X 29"H X 12" D with one (1) Adjustable Shelf | |
| 36" W X 42"H X 12" D with two (2) Adjustable Shelves | |
| 36" W X 42"H X 9-3/4" D with two (2) Adjustable Shelves | |
| 36" W X 78"H X 12" D with four (4) Adjustable Shelves | |
| 36" W X 84"H X 9-3/4" D with six (6) Adjustable Shelves | |
| 36" W X 84"H X 9-3/4" D with six (6) Adjustable Shelves | |
| 36" W X 90"H X 9-3/4" D with six (6) Adjustable Shelves | |
| | |
| | |

*******Please see attached schedule for additional product discounts.**

**Additional Quantity Discounts:**
List additional discounts applicable to any Single Order, of any combination of awarded contract items to be delivered at one time to one destination.

Single order greater than $400,000 list are negotiable and eligible for deeper discount

**Installation:**
Charges may be listed as cost per item, % of net cost of items, cost per hour, or negotiable per project.

Installation charges are negotiable per project. Average rate is shown below:
Non-union $61.50/hour
Union $91/hour

**Space Planning/Design Fees:**
Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning design fees.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Shipping/Delivery Costs:**
If there are additional costs not already listed in the discount price, please detail them here.

Any additional services are negotiable per project.

**Standard Delivery Time after receipt of order (ARO) by Manufacturer or Manufacturer's representative.**

| Description | Days ARO |
|---|---|
| In Stock Items | All items are built to order |
| Non-Stock Items | 25 business days on average |

**Note: Any additional charges or fees must be noted on this form. The State will not accept or pay for any charges not listed or negotiated prior to placing an order.**

# FILES & STORAGE

| Files & Storage | *Most Current % off MSRP* |
|---|---|
| | |
| Lateral Files – Steel; 32" Wide | 68.50 and varies |
| 4 - 12" High Letter Size Shelves | |
| 4 - 12" High Legal-Size Shelves | |
| 5 - 12" High Letter Size Shelves | |
| 5 - 12" High Legal-Size Shelves | |
| Lateral Files – Steel; 36" Wide | 68.50 and varies |
| 4 - 12" High Letter Size Shelves | |
| 4 - 12" High Legal-Size Shelves | |
| 5 - 12" High Letter Size Shelves | |
| 5 - 12" High Legal-Size Shelves | |
| Lateral Files – Steel; 42" Wide | 68.50 and varies |
| 4 - 12" High Letter Size Shelves | |
| 4 - 12" High Legal-Size Shelves | |
| 5 - 12" High Letter Size Shelves | |
| 5 - 12" High Legal-Size Shelves | |
| Vertical Files – Steel: | 58.00 |
| 2-Drawer Letter | |
| 2- Drawer Legal | |
| 4- Drawer Letter | |
| 4- Drawer Legal | |
| 5- Drawer Letter | |
| 5- Drawer Legal | |
| Fireproof Files | N/A |
| ADP/Data Storage | 68.50 and varies |
| Steel Storage Cabinets: | 68.50 and varies |
| 36" W X 18" D X 42"H with three (3) Adjustable Shelves and Locking Doors | |
| 36" W X 18" D X 78"H with four (4) Adjustable Shelves and Locking Doors | |
| 36" W X 12" D X 78"H Utility Rack with four (4) Adjustable Shelves and no doors | |
| Media Storage | 68.50 and varies |
| Shelving – Personal Storage | 68.50 and varies |
| | |
| Discount for items not listed above | |

**Additional Quantity Discounts:**
List additional discounts applicable to any Single Order, of any combination of awarded contract items to be delivered at one time to one destination.

Single order greater than $400,000 list are negotiable and eligible for deeper discount

**Installation:**
Charges may be listed as cost per item, % of net cost of items, cost per hour, or negotiable per project.

Installation charges are negotiable per project. Average rate is shown below:
Non-union $61.50/hour
Union $91/hour

**Space Planning/Design Fees:**
Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning design fees.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Shipping/Delivery Costs:**
If there are additional costs not already listed in the discount price, please detail them here.

Any additional services are negotiable per project.

**Standard Delivery Time after receipt of order (ARO) by Manufacturer or Manufacturer's representative.**

| Description | Days ARO |
|---|---|
| In Stock Items | All items are built to order |
| Non-Stock Items | 25 business days on average |

# LABORATORY FURNITURE

| Laboratory Furniture | *Most Current % off MSRP* |
|---|---|
| | |
| Seating/Stools | 53.25 and varies |
| Science Tables | 70.40 and varies |
| Microscope Table/Work surfaces | 70.40 and varies |
| Laboratory Islands | N/A |
| Stainless Steel Utility Carts | 12.50 |
| Steel Storage Carts | 12.50 |
| Wire Shelving | N/A |
| | |
| Discount for items not listed above | |

*******Please see attached schedule for additional product discounts.**

**Additional Quantity Discounts:**

List additional discounts applicable to any Single Order, of any combination of awarded contract items to be delivered at one time to one destination.

Single order greater than $400,000 list are negotiable and eligible for deeper discount

**Installation:**

Charges may be listed as cost per item, % of net cost of items, cost per hour, or negotiable per project.

Installation charges are negotiable per project. Average rate is shown below:
Non-union $61.50/hour
Union $91/hour

**Space Planning/Design Fees:**

Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning design fees.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Shipping/Delivery Costs:**

If there are additional costs not already listed in the discount price, please detail them here.

Any additional services are negotiable per project.

**Standard Delivery Time after receipt of order (ARO) by Manufacturer or Manufacturer's representative.**

| Description | Days ARO |
|---|---|
| In Stock Items | All items are built to order |
| Non-Stock Items | 25 business days on average |

**Note: Any additional charges or fees must be noted on this form. The State will not accept or pay for any charges not listed or negotiated prior to placing an order.**

## LIBRARY AND MULTI-MEDIA DISPLAY AND STORAGE

| Library and Multi-Media Display and Storage | *Most Current % off MSRP* |
|---|---|
| Drop Trucks | N/A |
| Reading Tables | N/A |
| Carrels | 72.5 and varies |
| Reference Stands and Kiosks | N/A |
| Library Seating | N/A |
| Single Face Shelving | 68.50 and varies |
| Double Face Shelving | N/A |
| Custom Shelving | 68.50 varies |
| Display Stands | N/A |
| Book Trucks | N/A |
| | |
| Discount for items not listed above | |

*******Please see attached schedule for additional product discounts.**

**Additional Quantity Discounts:**

List additional discounts applicable to any Single Order, of any combination of awarded contract items to be delivered at one time to one destination.

Single order greater than $400,000 list are negotiable and eligible for deeper discount

**Installation:**

Charges may be listed as cost per item, % of net cost of items, cost per hour, or negotiable per project.

Installation charges are negotiable per project. Average rate is shown below:
Non-union $61.50/hour

**Space Planning/Design Fees:**

Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning design fees.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Shipping/Delivery Costs:**

If there are additional costs not already listed in the discount price, please detail them here.

Any additional services are negotiable per project.

**Standard Delivery Time after receipt of order (ARO) by Manufacturer or Manufacturer's representative.**

| Description | Days ARO |
|---|---|
| In Stock Items | All items are built to order |
| Non-Stock Items | 25 business days on average |

**Note: Any additional charges or fees must be noted on this form. The State will not accept or pay for any charges not listed or negotiated prior to placing an order.**

## Ergonomic

| Ergonomic | *Most Current % off MSRP* |
|---|---|
| Seating | 53.25 and varies |
| Keyboard Tray Systems | 74.00 and varies |
| Monitor Arms | 61.00 and varies |
| Task Light | 72.50 and varies |
| CPU Holders | 74.00 and varies |
| Accessories | 74.00 and varies |
| Sit or Stand Workstation | 70.40 and varies |
| Height Adjustable Desks | 70.40 and varies |
| | |
| Discount for Categories not listed above | |

*******Please see attached schedule for additional product discounts.**

**Additional Quantity Discounts:**

List additional discounts applicable to any Single Order, of any combination of awarded contract items to be delivered at one time to one destination.

Single order greater than $400,000 list are negotiable and eligible for deeper discount

**Installation:**

Charges may be listed as cost per item, % of net cost of items, cost per hour, or negotiable per project.

Installation charges are negotiable per project. Average rate is shown below:
Non-union $61.50/hour

**Space Planning/Design Fees:**

Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning design fees.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Shipping/Delivery Costs:**

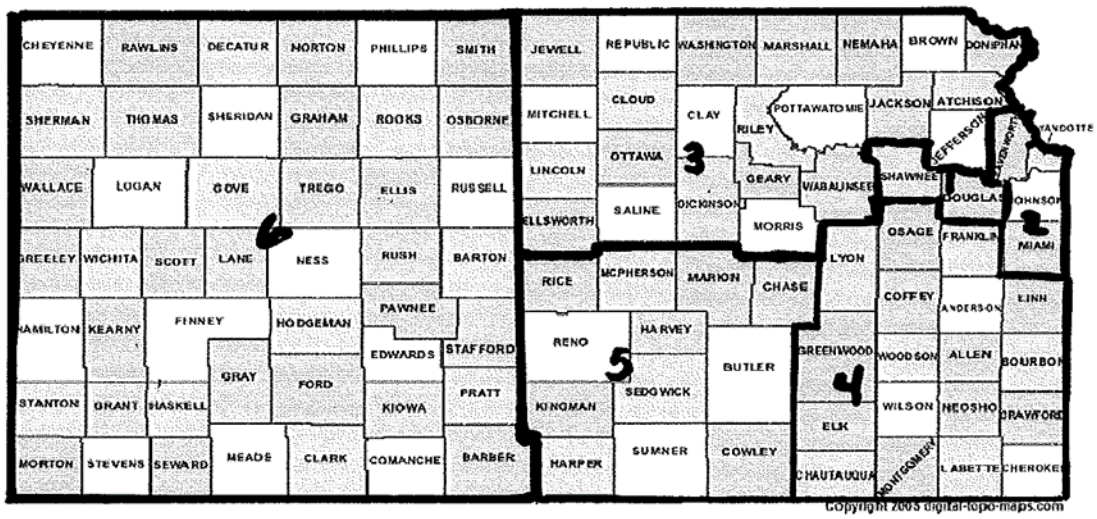
If there are additional costs not already listed in the discount price, please detail them here.

Design Fees are negotiable per project. Average rate is $62.50/hour.

**Standard Delivery Time after receipt of order (ARO) by Manufacturer or Manufacturer's representative.**

| Description | Days ARO |
|---|---|
| In Stock Items | All items are built to order |
| Non-Stock Items | 25 business days on average |

**Note: Any additional charges or fees must be noted on this form. The State will not accept or pay for any charges not listed or negotiated prior to placing an order.**




## Statewide: Includes all 105 Kansas counties

| | |
|---|---|
| CAPITAL REGION (1) | Shawnee and Douglas |
| KC METRO REGION (2) | Johnson, Leavenworth, Miami, and Wyandotte |
| NORTHEAST REGION (3) | Atchison, Brown, Clay, Cloud, Dickinson, Doniphan, Ellsworth, Geary, Jackson, Jefferson, Jewell, Lincoln, Marshall, Mitchell, Morris, Nemaha, Ottawa, Pottawatomie, Republic, Riley, Saline, Wabaunsee, and Washington |
| SOUTHEAST REGION (4) | Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Franklin, Greenwood, Labette, Linn, Lyon, Montgomery, Neosho, Osage, Wilson, and Woodson |
| SOUTH CENTRAL REGION (5) | Butler, Chase, Cowley, Harper, Harvey, Kingman, Marion, McPherson, Reno, Rice, Sedgwick, and Sumner |
| WEST REGION (6) | Barber, Barton, Cheyenne, Clark, Comanche, Decatur, Edwards, Ellis, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Haskell, Hodgeman, Hamilton, Kearny, Kiowa, Lane, Logan, Meade, Morton, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Rooks, Rush, Russell, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Thomas, Trego, Wallace, and Wichita |

| | |
|---|---|
| **Contract Number: 00000000000000055073**<br>**SMART VENDOR ID: 0000054008**<br><br>John A. Marshall Co.<br>10930 Lackman Road<br>Lenexa, KS 66219<br>FEIN# 48-1034002<br>Telephone: 913-601-3404<br>Fax: 913-599-4838<br>Email: jeff@jamarshall.com<br><br>Region: 1, 2, 4, 5, & 6 | **Contract Number: 00000000000000055070**<br>**SMART VENDOR ID: 0000339034**<br><br>Freedom Interiors Solutions (dba Freedom Companies)<br>4000 Washington Street<br>Kansas City, MO 64111<br>FEIN# 27-4623824<br>Telephone: 816-265-1110<br>Email: cespinosa@fre3dom.com<br><br>Region: 3 |
| | |
| | |

## 5. Contractual Provisions Attachment

DA-146a Rev. 07/19

### 5.1. Important

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract, and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 2nd day of November 2023.

### 5.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

### 5.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

### 5.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year; plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

### 5.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

### 5.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons

stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

**5.7. Acceptance of Contract**
This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

**5.8. Arbitration, Damages, Warranties**
Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

**5.9. Representative's Authority to Contract**
By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

**5.10. Responsibility for Taxes**
The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.

**5.11. Insurance**
The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

**5.12. Information**
No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

**5.13. The Eleventh Amendment**
"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**5.14. Campaign Contributions / Lobbying**
Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Signatures are on file.