



**HERMAN MILLER BRAND SYSTEMS
FURNITURE ADD-ON AND ASSOCIATED
RECONFIGURATION SERVICES**

NON-MANDATORY FOR STATE AGENCIES

**NON-MANDATORY FOR POLITICAL
SUBDIVISIONS**

Term: July 1, 2009 through June 30, 2011
Renewals Remaining: One (1), two-year renewal option

The Division of General Services has established a contract for the purchase, delivery and installation of Herman Miller brand systems furniture components on an as-needed basis.

Contract Award # 2008-9900-7185

Business Interiors Northwest of Alaska
3903 Arctic Blvd. Suite 100
Anchorage, AK 99503

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CONTRACT INTENT: This is a non-mandatory use contract for the purchase of Herman Miller brand systems furniture components for the sole purpose of adding to existing configurations and associated reconfiguration services, on an as-needed basis for all Executive Branch Departments of the State of Alaska located in all areas of the State except the southeast panhandle (includes Skagway and all points south of Skagway within state boundaries). This contract also includes the purchase of Herman Miller brand systems furniture components in order to standardize décor within an agency or office as determined by the State. This contract is intended for add-on's only when switching to another brand would result in undue hardship for the agency.

Orders resulting from this contract must be preceded by a brand specific determination to the file per 2 AAC 12.100. In this determination, the procurement officer must state the specific reasons why only this particular brand of systems furniture will meet their agency's needs.

All other State of Alaska governmental entities may, at their option, purchase from this contract. Other State of Alaska governmental entities may include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions – cities, boroughs and school districts.

Pricing is based on below discount(s) offered from the manufacturer's most current reseller's price list:

Product Group I	Discount Off List – Product Group I
Accessories, A01 and A02,	\$1 - \$10,000 = 53%
Energy Distribution Systems,	\$10,001 - \$100,000 = 54%
Ethospace Systems, Generic,	\$100,001 or more = 55%
Herman Miller Tables, Lighting,	
Prospect Systems, Q Systems,	
Textiles, & Avive	

Product Group II	Discount Off List – Product Group II
Be Collection, Meridian Systems,	\$1 - \$10,000 = 33%
Passage Systems, Resolve Systems,	\$10,001 = \$100,000 = 34%
My Studio, & Abak	\$100,001 or more = 35%

<u>Associated Services</u>	<u>Hourly Rate</u>
Installation Services	\$65/person
Reconfiguration Services	\$65/person
Design, CAD, and Layout Services	\$65/person

NOTE: If an agency at a location outside a 50-mile radius of Anchorage or Fairbanks requires one or more of the aforementioned associated services, the agency will be responsible for reimbursing the contractor for travel and per diem expenses in addition to the total charge of the specific associated services. In addition, the contractor will be allowed a \$34.50 per hour fee per person while in travel status (en route to and from the work site).

Travel and per diem expenses will be limited to established State of Alaska, or ordering agency, travel and per diem rates and policies in effect at the time of travel. The contractor is required to use the least expensive means of transportation available when traveling in the local area where the service is to be done. For example, if renting a car costs \$100 a day and required trips in a taxi would cost \$50, the technician must use a taxi. Agencies and Contractors should make every effort to work together in the attempt to keep additional travel and per diem expenses to a minimum.

SHIPPING DAMAGE: The State will not be expected to accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received. The State will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss. When at all possible, where the State signs for receipt of goods ordered off this contract, any visible damage will be noted on the delivery receipt at the time the goods are signed for.

PRICE ADJUSTMENTS: The discount percent shall remain firm for the life of the contract. All pricing will be based on the price list in effect at the time the order is placed with the contractor.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the State. A contractor's failure to strictly and faithfully adhere to this clause will be considered in breach of contract.

DELIVERY: Delivery is required within 60 days of order placement.

F.O.B. POINT: The F.O.B. point for items purchased under this contract is the final destination for all areas within a 50 mile radius of Anchorage or Fairbanks where there is a state road to the delivery location. There will be no additional charges for freight or delivery in those areas. For orders being shipped to all other areas (excluding the southeast panhandle), the ordering agency will only be responsible for freight charges from Anchorage or Fairbanks – which ever is closer to the final destination.

Ownership and title off all goods order off this contract will remain with the contractor until they have been delivered to their final destination and accepted by the State.

DESIGN SERVICES: The State reserves the right to use and independent consultant for design services relating to this contract, should they choose to. Plans and parts list provided by the State will be ordered as specified and the State will assume all liability for accurate space planning, design and color selections. The contractor will not be required to accept returns due to specification errors made by the State when producing their own plans and parts lists. If an agency submits order-ready design/cad/layout specifications and parts list, the contractor may not charge for additional design services unless the State requests the contractor to verify their space planning, design or color selections. State requested assistance will be billed at the rates listed in this contract document.

STORAGE: Storage of incoming product will be provided at no charge for a maximum of 15 days from receipt of product or 5 days beyond the original scheduled installation date. Full vanloads will be assessed a \$175 per week storage fee per van and shipments less than a full van will be assessed a \$125 per week storage fee.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

CREDIT CARDS: The Contractor shall accept the State's credit card, currently a Master Card, as a payment option for orders placed under this contract. Additional fees for use of a credit card shall not be added to the contract price.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of State agencies when third party financing agreements are permitted, they will not be allowed under this contract.

PACKAGING: The cost of all packaging must be included in the solicitation price. All packaging must be new and suitable for shipment and short term warehouse storage.

WARRANTY: The contractor warrants the components for a minimum of 10 years, electrical systems for a minimum of 5 years, height and operating adjustments mechanisms for a minimum of 3 years, materials and workmanship for a minimum of 5 years, and fabric and veneer for a minimum of 3 years. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including transportation and installation costs, to the State agency.

OBSOLESCENCE: The contractor must guarantee that the basic panels and components will continue to be available for at least seven years from the date of the purchase.

If you have questions regarding this contract that are not addressed in this document, please contact the contracting officer listed below.

Jason Grove
Contracting Officer
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