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

Adam Proffitt, Secretary
Todd Herman, Director

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

KCI Waiver Information :

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.

1.15. 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, conditionsion or applicatesm t 0 Td ()-8 (ir).143 Td ( )Tj 059 re f EMC BT /L-8.4
werm 5.7 (ion o)-8 (ondit)-15.7 (ions5.7 (ion or)-5.5 (opli6)-78 (ates)-7.9whi8.)-15.7 (NT-16.(o b24.1 (t)-15.78

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.

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

1.39. Payment

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 reg (hall be new,)p0elesd3ons, rt

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

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

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 coock Del turer

2.6. Installation and Space Planning :

1. Installation Costs : Installation charges is listed

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.

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

3.

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 [illegible]

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

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.

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 Si (Legal)Tj 0 Tc 0 Tw ( )Tj -0.024 Tcea7sGC ET /Artifact 1.6e3n BT 1t8n BT -0.032 Tc 0.032

3.7.2. Clearances

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. in be

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

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

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

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	55.15 and varies

Q 308 413.04 86 555.44 413204 9.36 4e W n r 535.9 1 Tf 7.44 0 0 7.44 104.72 528.72 Tm ( )Tj ET Q q 30.96 526.08 413.04 8.88 52526.08 413.045.92

DESKS & SYSTEMS FURNITURE

Desks & Systems Furniture	*Most Current % off MSRP*
WoodVeneerOfficeFurniture	

FILES & STORAGE

Files & Storage	*Most Current % of [redacted]*

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 em8 (t)-20Tj -0.008 Tcw 0.8o (t 0.002 Tc9j -0.0474f4 24.963d (any)Tj 0 Tc 0 Tw

LishTc 0 Tw 1f0.047Zqe (,)c 0 Tw3 (f)-3(o)]TJ 0 T008 Tw 0.258 0 Td[(f)-11.8 (t)-20.3 (0084w 1a645 0 Td[( )]Tj -0.938 Tc 0.008 Tw 0.258 0 Td[(S)-18.4 9-20 -0.01t)-20.4 (f)-11.8 (o

Contract Number: 0000000000000000 55073 SMART VENDOR ID: 0000054008 John A. Marshall Co. 10930 Lackman Road Lenexa, KS 66219 FEIN# 48-1034002 Telephone: 913-601-3404 Fax: 913-599-4838 Email: jeff@jamarshall.com Region: 1, 2, 4, 5, & 6	Contract Number: 0000000000000000 55070 SMART VENDOR ID: 00000339034 Freedom Interiors Solutions (dba Freedom Companies) 4000 Washington Street Kansas City, MO 64111 FEIN# 27-4623824 Telephone: 816-265-1110 Email: cespinosa@fre3dom.com Region: 3

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