STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Herman Miller, Inc.

STATE CONTRACT #: 8200042348

SUPPLIER #: 3100031203

CONTRACT SMART #: 1130-19-C-SWCT-00154

COMMODITIES COVERED: Panel Systems Furniture

EFFECTIVE: November 1, 2018 through October 31, 2019

This State Contract Agreement is made this 15th day of October 2018, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Herman Miller, Inc., 855 East Main Ave., P.O. Box 302, Zeeland, MI 49464 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of Panel System Furniture on a nonexclusive basis for a period of twelve (12) months beginning November 1, 2018, and ending October 31, 2019, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Panel Systems Furniture* and the Contractor's Proposal received on August 15, 2018. The only items that will be included in the panel systems furniture contracts are powered and non-powered panels, hang-on components, accessories, such as tackboards, keyboard drawers, task lights, etc., and complimentary storage units which do not conflict with the Lateral and Vertical Steel File Cabinet competitive bid contract. The only exception to this rule is if file cabinets are being purchased for use within a specific workstation.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The percent discount offered to the State shall be a minimum of 40% off the list price for all panel systems delivered and installed and agencies are expected to negotiate deeper discounts based on volume spend.

Orders will be limited to the MOL (maximum order limitation) limit of $500,000 net purchase price after discount.

State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over $50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT TERMS: Net Forty-five (45) days Without Penalty

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. Transportation terms shall be F.O.B. (Freight on Board) destination, freight and installation cost prepaid. The term F.O.B. destination shall mean delivered and installed inside any state agency or local government agency within the State of Mississippi with all charges for transportation and installation paid by the Contractor. On orders less than $1000 the freight only charge shall be prepaid by the vendor and may be added to the invoice. The vendor must include proof of actual shipping charges with the invoice. Cost of design fees are not considered a part of this agreement and must be negotiated with the buying entity.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ASSIGNMENT: The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: _____

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 10/25/2018

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: Laura Buxton

TITLE: Director, Contracts

DATE: 10.25.2018