

MA 18P 1803160000000000106
MODIFICATION

State of Maine



Master Agreement

Effective Date: 04/01/18

Expiration Date: 03/31/23

Master Agreement Description: SEATING: Ergonomic Task Chairs, Stools, and Guest Chairs

Buyer Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Requestor Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Agreement Reporting Categories

Reason For Modification: Added Sit-On-It Hexy Chairs to Master Agreement

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000018685

Vendor Name

Creative Office Pavilion, LLC

Alias/DBA

Vendor Address Information

141 MIDDLE STREET

PORTLAND, ME 04101

US

Vendor Contact Information

RICK MCKENNEY

207-775-7100 ext.
EXT 224

rmckenney@cop-inc.com

Payment Discount Terms

Discount 1: 0.0000% 0 **Days**
 0 **Days**
 0 **Days**
 0 **Days**

Commodity Information

Vendor Line #: 1

Vendor Name: Creative Office Pavilion, LLC

Commodity Line #: 1

Commodity Code: 42560

Commodity Description: SEATING: Ergonomic Task Chairs, Stools, and Guest Chairs

Commodity Specifications:

Commodity Extended Description: Master Agreement for SEATING: Ergonomic Task Chairs, Stools, and Guest Chairs.
Manufacturer: Allseating, Herman Miller, Sit On It.
INITIAL CONTRACT PERIOD: April 1, 2018 through March 31, 2020.
FIRST RENEWAL: April 1, 2020 through March 31, 2022.
SECOND RENEWAL: April 1, 2022 through March 31, 2023.
All specifications, terms and conditions are attached and made a part of this MA.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
14	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Creative Seating	0.0000 %	
	Discount Start Date	Discount End Date
	04/01/18	03/31/23

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by: <i>Jaime Schorr</i>	5/18/2022
Signature	Date

Jaime C. Schorr, Chief Procurement Officer

Vendor Creative Office Pavilion LLC

DocuSigned by: <i>Rick McKenney</i>	5/18/2022
Signature	Date

Rick McKenney	1/6/2020
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Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet
<input checked="" type="checkbox"/>	Appendix D – Municipality Political Subdivision and School District Participation Certificate
<input checked="" type="checkbox"/>	Warranty Information

RIDER A
Scope of Work and/or Specifications

COMMODITY: Ergonomic Task Chairs, Stools, and Guest Chairs.

SCOPE: To furnish a portion of the normal requirements to cover quantities ordered by the State of Maine, All Using Agencies. This Master Agreement is for the following lines of seating per the attached spreadsheet:

AllSeating
Herman Miller
Sit On It

MASTER AGREEMENT PERIOD: The contract will be for an initial period of two years beginning April 1, 2018 ending March 31, 2020.
First Renewal: 4/1/2020 to 3/31/2022 (Modified 11/10/2021 updates to Price List)
Second Renewal: 4/1/2022 to 3/31/2023

MASTER AGREEMENT RENEWAL: Following the initial term of the contract, the Division of Procurement Services may opt to renew the contract for two additional renewal periods of one two-year period and one one-year period, subject to continued availability of funding and satisfactory delivery/performance.

Period	Start Date	End Date
Initial Period of Performance	4/1/2018	3/31/2020
Renewal Period #1	4/1/2020	3/31/2022
Renewal Period #2	4/1/2022	3/31/2023

ORDERING PROCEDURE: A Delivery Orders (DO) will be created in AdvantageME for all orders against the Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Procurement Services' Buyers for approval and encumbrance. For Delivery Orders greater than \$5000.00, the Division of Procurement Services will e-mail the .pdf order to the Vendor.

DETAILED SPECIFICATIONS

RFQ #18P 1802020000000000415 MA 18P 18031600000000000106

SEATING: Ergonomic Task Chairs, Stools, and Guest Chairs

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** The Division Procurement Services is seeking to establish Master Agreements with one or more companies that can provide ergonomic seating to be used in State offices throughout the State of Maine. The State intends to select one or more vendors who can supply a line (s) of high quality ergonomic chairs. The contract requires statewide delivery, set-up, instructions in chair operation & adjustment, and removal of packaging material.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for a period of **24 months** with an option to renew for 2 additional periods. The first optional renewal period will be 24 months, and the final optional renewal period is will be a **12 month** period. Proposed start date will be March 1, 2018.
- 1.3. **CONTRACT VALUE/QUANTITY:** The estimated annual value of this contract is **\$310,000.00 and the estimated yearly quantity is approximately 828 chairs**. The annual value and quantities are **estimated only** based on prior usage; actual purchases may be higher or lower depending on the state's needs.

2. DETAILED REQUIREMENTS:

2.1. VENDOR REQUIREMENTS:

- 2.1.1. Vendors will propose a line of seating, and the State will decide which chairs it will place on contract. By "line" we are NOT referring to all chairs made by a manufacturer, but rather a specific model or style.
- 2.1.2. Bids are requested for three styles of ergonomic seating. 1) Ergonomic Task Chairs, 2) Ergonomic Task Stools, and 3) Guest Chairs.
- 2.1.3. Vendors will be expected to stock a number of contract chairs to meet the requirements of departments that do not have a color preference. Orders should be screened and if the model of chair is in stock but in another color, a call will be placed to the customer to determine if they will accept what is on hand.
- 2.1.4. Vendors must supply a small selection of demonstration chairs upon request for the State of Maine Eastside Wellness Center at no charge. These chairs shall be delivered to the Wellness Center and **instructions in their use provided**. The demo chairs will be used for the term of the contract for ergonomic chair evaluations, demonstrations, and chair selection. The Wellness Center will request

the chairs from the vendors based on their needs and requirements. Vendors are to tag each demonstration chair with specific ordering information.

- 2.1.5. Vendors must deliver chairs free of charge to any location within the State place the chair at the workstation and instruct the user in its operation. Any boxes, tag, or packing materials will be removed from the premises.
- 2.1.6. Vendors must provide pre-sales support in selecting and demonstrating the chairs upon request of the using agency. Vendors must supply demonstration chairs for evaluation purposes at no charge. These chairs shall be delivered to the requester's office and instructions in their use provided. The evaluation period will be a minimum of one week.
- 2.1.7. Vendor must supply the state a sales report that will at a minimum, list the product and quantity purchased, the purchaser, and price paid. Such reports will be supplied every quarter during the life of this contract.

2.2. PRODUCT REQUIREMENTS:

- 2.2.1. Seating quoted for this proposal must meet or exceed current ANSI-BIFMA standards.
- 2.2.2. Seating must have a five-pronged base of support sufficient to allow the chair to rock without falling over.
- 2.2.3. Seating must offer a choice of casters to suit various types of floor surfaces.
- 2.2.4. Seating must be designed for flexibility of use so that it is able to accommodate varied tasks.
Seating must be fully adjustable so that it is able to fit the needs of many workers. Such adjustments must be designed so that they are easy to reach and execute while sitting in the chair. Chairs are to have pneumatic seat height adjustment. Other desirable adjustments may include, but are not limited to, seat pan inclination, backrest inclinations with variable position lock, seat depth adjustment, sliding seat pan, and backrest height adjustment. Vendor must list all adjustments for each chair in the description.
- 2.2.5. Seating must offer a selection of fabric types, colors and designs, Grade 3 Fabrics only (mesh seating will also be considered). Vinyl coverings are not acceptable.
- 2.2.6. Seating should carry a warranty commensurate with its quality.
- 2.2.7. Each item shall bear a label or stamp showing the manufacturer's trade name.
- 2.2.8. There must be at least one "24 hour" chair offered which meets all the requirements specified above, this is a chair that would be used around the clock by several different workers. This chair can be from a different manufacturer.
- 2.2.9. The State of Maine requires vendors to insure that equipment offered as manufactured or by modification (if it is reasonably available with industry), be accessible to persons with disabilities as outlined in the current federal "Americans With Disabilities Act", before the equipment will qualify to be purchased by the State.

2.3. BID RESPONSES SHOULD ADDRESS THE FOLLOWING POINTS:

- 2.3.1. Provide proof that the line of chairs meets ANSI requirement specified.
- 2.3.2. Provide a detailed explanation of the warranty offered and how you will support it.

3. GENERAL REQUIREMENTS:

- 3.1. **DELIVERY:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the State of Maine terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
- 3.2. **PRICING:** All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
 - 3.2.1. Supplying pricing information on price response spreadsheet included as an attachment to this document.
 - 3.2.2. All chairs are to be priced with a Grade 3 Fabric.
 - 3.2.3. The State expects the prices to hold for the first 24 months of the contract.

4. PERFORMANCE MEASUREMENTS: The awarded vendor shall meet the following expectations throughout the duration of their contract. Vendor performance will be evaluated periodically.

- 4.1. Delivery is required within two weeks of acceptance of a delivery order, unless the contractor has advised the customer of an alternate delivery schedule. The customer will report any deliveries that do not meet the contractors promised delivery date to the Division of Procurement Services.
- 4.2. The contractor must complete the quarterly reporting requirements outlined in the contract.
- 4.3. The vendor must respond to customers request for technical information, pricing and delivery information with 48 hours or less of the first contact by the customer. The customer is to report any contractor non-compliance to the Division of Procurement Services.

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Creative Office Pavilion LLC d/b/a Creative Office Resources		
Chief Executive - Name/Title: Denise Horn		
Tel: 617-956-4107	Fax:	E-mail: denise.horn@cop-inc.com
Headquarters Street Address: 44 Thompson Place		
Headquarters City/State/Zip: Boston, MA 02210		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Rick McKenney		
Tel: 207-775-7100	Fax: 207-775-1003	E-mail: rick.mckenney@cop-inc.com
Street Address:		
141 Middle St		
City/State/Zip:		
Portland, ME 04110		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Rick McKenney	Title: Vice President, Sales
Authorized Signature: <i>Rick McKenney</i>	Date: 3/15/2022

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Rick McKenney	Title: Vice President, Sales
Authorized Signature: <i>Rick McKenney</i>	Date: 3/15/2022

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000018685	99111-NA -HD	Creative Office Pavilio	Allseating	99111-NA -HD	42560	Chiroform Big, High back Heavy Duty no arms	High back heavy duty, no arms	ea	608.97	14
VC1000018685	99111-AL-HD	Creative Office Pavilio	Allseating	99111-AL-HD	42560	Chiroform Big, High back Heavy Duty with arms	High back heavy duty with loop arms	ea	670.45	14
VC1000018685	96030-NA	Creative Office Pavilio	Allseating	96030-NA	42560	Chiroform Ultra, no arms	Mid back stool, posture back, no arms	ea	404.39	14
VC1000018685	96030-T2	Creative Office Pavilio	Allseating	96030-T2	42560	Chiroform Ultra, w/arms	Mid back stool, posture back, adjustable	ea	460.04	14
VC1000018685	79180-NA	Creative Office Pavilio	Allseating	79180-NA	42560	Inertia Mesh, High Back w/arms	Inertia Mesh , high back, deluxe tilt, no ar	ea	515.16	14
VC1000018685	79180-T2	Creative Office Pavilio	Allseating	79180-T2	42560	Inertia Mesh, High Back w/arms	Inertia Mesh, high back, deluxe tilt, adj T	ea	570.81	14
VC1000018685	47046-L2	Creative Office Pavilio	Allseating	47046-L2	42560	Levo Mesh, Mid back w/arms	Levo Mesh Mid Back, deluxe tilt, adj arms	ea	440.96	14
VC1000018685	47046-NA	Creative Office Pavilio	Allseating	47046-NA	42560	Levo Mesh, Mid back w/arms	Levo Mesh Mid Back, deluxe tilt, no arms	ea	393.79	14
VC1000018685	52080-AT	Creative Office Pavilio	Allseating	52080-AT	42560	Presto, Mid back w/arms	Std Size Mid Back, deluxe tilt, adj arms, se	ea	449.97	14
VC1000018685	52080-NA	Creative Office Pavilio	Allseating	52080-NA	42560	Presto, Mid back w/arms, no arms	Std Size Mid Back, deluse tilt, no arms, se	ea	437.78	14
VC1000018685	52280-AT	Creative Office Pavilio	Allseating	52280-AT	42560	Presto/Petite, Mid back w/arms	Petite Mid Back, deluxe tilt, adj arms, sea	ea	436.19	14
VC1000018685	52280-NA	Creative Office Pavilio	Allseating	52280-NA	42560	Presto/Petite, Mid back, no arms	Petite Mid back, deluxe tilt, no arms, seat	ea	402.8	14
VC1000018685	33554	Creative Office Pavilio	Allseating	33554	42560	Rainbow, Guest Chair no arms	4 Legged, fabric seat and back, no arms	ea	198.22	14
VC1000018685	33554-WA	Creative Office Pavilio	Allseating	33554-WA	42560	Rainbow, Guest Chair w/arms	4 Legged, fabric seat and back, with arms	ea	215.18	14
VC1000018685	50380-NA	Creative Office Pavilio	Allseating	50380-NA	42560	Therapod Therapist, extra High Back no arms	Therapod Therapist, extra high back, delu	ea	663.03	14
VC1000018685	50380-AT-D	Creative Office Pavilio	Allseating	50380-AT-D	42560	Therapod Therapist, extra High Back w/arms	Therapod Therapist, extra high back, delu	ea	696.42	14
VC1000018685	50180-NA	Creative Office Pavilio	Allseating	50180-NA	42560	Therapod Therapist, High Back no arms	Therapod Therapist, high back, deluxe tilt	ea	626.99	14
VC1000018685	50180-AT-D	Creative Office Pavilio	Allseating	50180-AT-D	42560	Therapod Therapist, High Back w/arms	Therapod Therapist, high back, deluxe tilt	ea	660.38	14
VC1000018685	13050-NA	Creative Office Pavilio	Allseating	13050-NA	42560	Tuck, Guest Chair no arms	Sled base, fabric seat and back, no arms	ea	232.14	14
VC1000018685	11050-NA	Creative Office Pavilio	Allseating	11050-NA	42560	Tuck, Guest Chair no arms	Sled Base, poly seat and back, no arms	ea	121.9	14
VC1000018685	13050-WA	Creative Office Pavilio	Allseating	13050-WA	42560	Tuck, Guest Chair w/arms	Sled base, fabric seat and back, arms	ea	258.64	14
VC1000018685	11050-WA	Creative Office Pavilio	Allseating	11050-WA	42560	Tuck, Guest Chair w/arms	Sled base, poly seat and back, arms	ea	159	14
VC1000018685	94140-CA	Creative Office Pavilio	Allseating	94140-CA	42560	Zip, Conference, Highback, Synchro Tilt, w/arms	Zip, Conference, Highback, Synchro Tilt	ea	470.64	14
VC1000018685	94040-CA	Creative Office Pavilio	Allseating	94040-CA	42560	Zip, Conference, Midback, Synchro Tilt, w/arms	Zip, Conference, Midback, Synchro Tilt	ea	434.6	14
VC1000018685	AER1B23NNAJ	Creative Office Pavilio	Herman Miller	AER1B23NNAJ	42560	Aeron, High Back no arms	Aeron B size, tilt limiter, seat angle, no ar	ea	695	14
VC1000018685	AER1B23HWALP	Creative Office Pavilio	Herman Miller	AER1B23HWALP	42560	Aeron, High Back w/arms	Aeron B size, tilt limiter, seat angle, adj ar	ea	829.44	14
VC1000018685	AD10PB	Creative Office Pavilio	Herman Miller	AD10PB	42560	Aside, Guest Chair w/arms	Aside fabric seat and back chair with arm	ea	268.97	14
VC1000018685	MRF123AWAFAJ-N	Creative Office Pavilio	Herman Miller	MRF123AWAFAJ-NA	42560	Mirra, High Back no arms	Mirra, seat tilt and angle, seat depth adj,	ea	666.11	14
VC1000018685	MRF123AWAFAJ	Creative Office Pavilio	Herman Miller	MRF123AWAFAJ	42560	Mirra, High Back w/arms	Mirra, seat tilt and angle, seat depth adj,	ea	781.11	14
VC1000018685	P14S1SN	Creative Office Pavilio	Herman Miller	P14S1SN	42560	Verus, Guest Chair no arms	Verus mesh back, fabric seat no arms	ea	244	28
VC1000018685	P14S1SP	Creative Office Pavilio	Herman Miller	P14S1SP	42560	Verus, Guest Chair w/arms	Verus mesh back, fabric seat with arms	ea	264	28
VC1000018685	P11B326NAAJ	Creative Office Pavilio	Herman Miller	P11B326NAAJ	42560	Verus, Regular Back no arms	Verus Adj synchro mech with tilt limited,	ea	456	14
VC1000018685	P11B326AA	Creative Office Pavilio	Herman Miller	P11B326AA	42560	Verus, Regular Back w/arms	Verus Adj synchro mech with tilt limited,	ea	546.29	14
VC1000018685	P17B315NASSL	Creative Office Pavilio	Herman Miller	P17B315NASSL	42560	Verus, Stool no arms	Stool with Mesh back, synchro tilt, sliding	ea	474.29	28
VC1000018685	P17B315HASSL	Creative Office Pavilio	Herman Miller	P17B315HASSL	42560	Verus, Stool w/arms	Stool with Mesh back, synchro tilt, sliding	ea	528	28
VC1000018685	2722BB1.S1	Creative Office Pavilio	Sit on it	2722BB1.S1	42560	Amplify Mesh back Stool no arms	Amplify Mesh back Stool w/o arms	ea	381.68	14
VC1000018685	2722BB1.A141.S1	Creative Office Pavilio	Sit on it	2722BB1.A141.S1	42560	Amplify Mesh back Stool w/arms	Amplify Mesh back Stool w adjustable arr	ea	406.64	14
VC1000018685	2722Y.B1	Creative Office Pavilio	Sit on it	2722Y.B1	42560	Amplify Mesh Mid Back no arms	Amplify Mesh Mid back, enhanced synchr	ea	382.72	14
VC1000018685	2722Y.A141.B1	Creative Office Pavilio	Sit on it	2722Y.A141.B1	42560	Amplify Mesh Mid Back w/arms	Amplify Mesh Mid back, enhanced synchr	ea	407.68	14
VC1000018685	2723Y.B3	Creative Office Pavilio	Sit on it	2723Y.B3	42560	Amplify, High Back Upholstered no arms	Amplify Upholstered High back, enhanced	ea	430.04	14
VC1000018685	2723Y.B1	Creative Office Pavilio	Sit on it	2723Y.B1	42560	Amplify, High back Mesh no arms	Amplify Mesh High Back, enhanced synch	ea	397.28	14
VC1000018685	2723Y.A141.B1	Creative Office Pavilio	Sit on it	2723Y.A141.B1	42560	Amplify, High back, Mesh w/arms	Amplify Mesh High Back, enhanced synch	ea	422.24	14
VC1000018685	2723Y.A141.B3	Creative Office Pavilio	Sit on it	2723Y.A141.B3	42560	Amplify, High back, Upholstered w/arms	Amplify Upholstered High back, enhanced	ea	455	14
VC1000018685	5622YB1	Creative Office Pavilio	Sit on it	5622YB1	42560	Focus Mesh Mid Back no arms	Focus Mesh Mid back, enhanced synchro	ea	428	14

VC1000018685	5622YB1.A92	Creative Office Pavilio	Sit on it	5622YB1.A92	42560	Focus Mesh Mid Back w/arms	Focus Mesh Mid back, enhanced synchro	lea	435.76	14
VC1000018685	5651B1	Creative Office Pavilio	Sit on it	5651B1	42560	Focus, Guest Chair no arms	Focus upholstered seat, mesh back, 4 legs	lea	212.28	14
VC1000018685	5651B1.A130	Creative Office Pavilio	Sit on it	5651B1.A130	42560	Focus, Guest Chair w/arms	Focus upholstered seat, mesh back, 4 legs	lea	245.44	14
VC1000018685	5623YB1.A92	Creative Office Pavilio	Sit on it	5623YB1.A92	42560	Focus, Mesh Back, High Back w/Arms	Focus, Black Mesh Back, High Back w/Arms	lea	452.4	14
VC1000018685	5622BB1.A152S1	Creative Office Pavilio	Sit on it	5622BB1.A152S1	42560	Focus, Midback, Mesh Back, Basic Stool, w/Arms	Focus, Midback, Black Mesh Back, Basic S	lea	420.16	14
VC1000018685	5213	Creative Office Pavilio	Sit on it	5213	42560	Freelance, Guest Chair no arms	Freelance upholstered seat and back, 4 legs	lea	228.8	14
VC1000018685	5233.UP	Creative Office Pavilio	Sit on it	5233.UP	42560	Freelance, Guest Chair No arms, Sled Base	Freelance, Guest Chair No arms, Sled Base	lea	294.32	14
VC1000018685	5214	Creative Office Pavilio	Sit on it	5214	42560	Freelance, Guest Chair w/arms	Freelance upholstered seat and back, 4 legs	lea	258.9	14
VC1000018685	5224.UP	Creative Office Pavilio	Sit on it	5224.UP	42560	Freelance, Guest Chair with Arms, 4 Leg w/Casters	Freelance, Guest Chair with Arms, 4 Leg	lea	279.76	14
VC1000018685	1203.BK1.MB.T.AF	Creative Office Pavilio	Sit on it	1203.BK1.MB.T.AR4	42560	Hexy, Midback, Mesh Back, Task Chair, Adj. Arms	Hexy, Adj. Lumbar, Swivel Tilt, Onyx Mesh	lea	207.46	14
VC1000018685	673DT.A72	Creative Office Pavilio	Sit on it	673DT.A72	42560	Non Stop, Size 3, Heavy Duty, Mid Back w/arms	Non sStop, Size 3, dual torsion control, lo	lea	1108.64	14
VC1000018685	673DT	Creative Office Pavilio	Sit on it	673DT	42560	Non Stop, Size 3, Heavy Duty, Mid Back w/arms	Non Stop, Size 3, dual torsion control, arm	lea	1025.44	14
VC1000018685	1033.BK1.S1	Creative Office Pavilio	Sit on it	1033.BK1.S1	42560	Novo Mesh back stool no arms	Novo Mesh back stool w/o arms	lea	342.68	14
VC1000018685	1033.BK1.B.S1.AR4	Creative Office Pavilio	Sit on it	1033.BK1.B.S1.AR4	42560	Novo Mesh back stool w/arms	Novo Mesh back stool w adjustable arms	lea	367.64	14
VC1000018685	1033.BK1.F.ARO	Creative Office Pavilio	Sit on it	1033.BK1.F.ARO	42560	Novo Mesh Mid Back no arms	Novo Mesh Mid back, std synchro tilt, sea	lea	343.72	14
VC1000018685	1033.BK1.F.AR4	Creative Office Pavilio	Sit on it	1033.BK1.F.AR4	42560	Novo Mesh Mid Back w/arms	Novo Mesh Mid back, std synchro tilt, he	lea	368.68	14
VC1000018685	1033BK2.F.ARO	Creative Office Pavilio	Sit on it	1033BK2.F.ARO	42560	Novo, High Back no arms	Novo Mesh high back, standard synchro t	lea	358.28	14
VC1000018685	1033BK2.F.AR4	Creative Office Pavilio	Sit on it	1033BK2.F.AR4	42560	Novo, High Back w/arms	Novo Mesh high back, standard synchro t	lea	383.24	14
VC1000018685	6023YE3	Creative Office Pavilio	Sit on it	6023YE3	42560	Torsa, High Back no arms	Torsa Mesh high back, seat height, depth	lea	425.36	14
VC1000018685	6023YE3.A134	Creative Office Pavilio	Sit on it	6023YE3.A134	42560	Torsa, High Back w/arms	Torsa Mesh high back, seat height, depth	lea	481.52	14
VC1000018685	40B.A15.S1	Creative Office Pavilio	Sit on it	40B.A15.S1	42560	TR2 Basic stool w/arms	TR2 Basic stool w adjustable arms	lea	408.2	14
VC1000018685	40B.S1	Creative Office Pavilio	Sit on it	40B.S1	42560	TR2 Basic stool w/o arms	TR2 Basic stool w/o arms	lea	351	14
VC1000018685	40.M.HD	Creative Office Pavilio	Sit on it	40.M.HD	42560	TR2, Heavy Duty, Mid Back no arms	TR2 Mid back, multi function control, sea	lea	491.92	14
VC1000018685	40M.A15.HD	Creative Office Pavilio	Sit on it	40M.A15.HD	42560	TR2, Heavy Duty, Mid Back w/arms	TR2 Mid back, multi function control, sea	lea	549.12	14
VC1000018685	40m	Creative Office Pavilio	Sit on it	40m	42560	TR2, Mid Back no arms	TR2 Mid back, multi function control, sea	lea	426.4	14
VC1000018685	40m.A15	Creative Office Pavilio	Sit on it	40m.A15	42560	TR2, Mid Back w/arms	TR2 Mid back, multi function control, heig	lea	510.12	14
VC1000018685	2722.B1.F.A128	Creative Office Pavilio	Sit on it	2722.B1.F.A128	42560	Witt Mesh Mid Back w/arms	Witt Mesh Mid back, stad synchro tilt, ad	lea	330.72	14
VC1000018685	2722.B1.F	Creative Office Pavilio	Sit on it	2722.B1.F	42560	Witt Mesh Mid Back w/arms	Witt Mesh Mid back, std synchro tilt, seat	lea	305.76	14
VC1000018685	221FT1MB.US	Creative Office Pavilio	Sit on it	221FT1MB.US	42560	Witt, Guest Chair w/arms	Witt upholstered seat, mesh back, 4 legs	lea	205	14
VC1000018685	2221FT1MB.US.AF	Creative Office Pavilio	Sit on it	2221FT1MB.US.AR1	42560	Witt, Guest Chair w/arms	Witt upholstered seat, mesh back, 4 legs	lea	216.32	14

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**Municipality Political Subdivision and School District
Participation Certification**

RFQ #18P 1802020000000000415

SEATING: Ergonomic Task Chairs, Stools, and Guest Chairs

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes with conditions as follows:

No

Name of Company:

Creative Office Interiors, Inc. D/B/A Creative Office Pavilion

Address:

141 Middle Street, Portland, ME 04101

Signature:

Rick McKenny

Date:

2/21/2018



General Guarantee

Allseating's warranty is to the original purchaser and is non-transferable. Proof of purchase must be provided. Allseating guarantees product against defect for 10 years from the date of the invoice. This guarantee covers materials and workmanship on frames, bases, controls and gas lift cylinders under normal use 8 hours per day 5 days a week. Products that are specified for normal use 24 hours per day 7 days a week are guaranteed under the same terms and conditions for 3 years. Normal wear and tear is not covered and repair or replacement of defective product is at Allseating's discretion, within the terms stated above. Allseating does not warranty normal wear and tear of leather over extended use, such as stretching and sagging of leather upholstery. Please note: labor and service charges are not included in the warranty coverage. It is at the sole discretion of Allseating Corporation. Standard chairs are built to accept individual users of maximum weight 250 lbs. For larger individuals, please specify Heavy Duty package with related upcharge. Allseating is committed to honoring the terms of our warranty policy in a customer friendly manner. Our objective is to resolve warranty issues within 72 hours.



A warranty is a promise.

Here's ours: 12 years, 3 shifts, labor included

Our warranty covers everything—including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms.

It recognizes the changing nature of work and the need for products that can stand up to continuous use.

And it means that when warranty work is performed in the U.S. and Canada, Herman Miller foots the bill.

At Herman Miller, we work for a better world around you. Our products—and our promise to stand behind their quality 100 percent—are designed to improve your environment whether it's an office, hospital, school, home, an entire building, or the world at large.



All products sold under the Herman Miller brand, including Herman Miller Collection, Herman Miller Healthcare, and Geiger®, are backed by our 12-year, 3-shift warranty, except as limited or described below. Warranty information for Nemschoff Chairs, Inc., can be found by visiting www.nemschoff.com, selecting “Resources,” and then “Warranty.”

Herman Miller Products

5 years

Advo™ chairs, Ardea® personal light, Connect power and data, dual monitor arm (Y7521.), Flute™ personal light, Herman Miller International Collection™, laptop holder (Y7522.), laptop/projector stand (Y7524.), Leaf® personal light, markerboard, RoomTune® tackboard, single monitor arm (Y7520.), Twist™ LED task light

1 year

Airia™ desk and media cabinet; Babble® voice privacy system; C2® climate control; Cognita™ storage bench; Enchord™ desk and mobile cabinet; Scooter® stand with wood top; Sense™ desk, desktop cabinet, and media cabinet

Herman Miller Collection Products

5 years

Capelli stool; Eames® chaise, desk units, elliptical table, Hang-It-All® rack, lounge chair and ottoman, molded plastic chairs, molded plywood coffee table, molded plywood folding screen, molded plywood lounge and dining chairs, sofa compact, storage units, two- and three-seat sofas, walnut stool, wire-base low table, and wire chairs; Goetz™ sofa; Nelson™ basic cabinet series, coconut chair, marshmallow sofa, miniature chests, pedestal stool, platform bench, platform bench cushion, swag leg group, thin edge group, and x-leg tables; Noguchi® table

3 years

Eames aluminum group outdoor, Eames table outdoor, and Eames wire-base low table outdoor; Nelson pedestal table outdoor

Herman Miller Healthcare Products

5 years

Compass™ above-bed light

3 years

Compass system faucets; electric motors for height-adjustable tables and keyless entry lock bar (CT620.)

1 year

Compass system faucet sensors

Herman Miller Textile Alliance ProgramSM Fabrics

3 years

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

1 year

Herman Miller Options® and Vary Easy®

Standard product warranty unless otherwise noted on individual product quotes

All Other Products, Parts, and Services

5 years

Electronic ballasts used in task lighting; mechanical components (drive shaft, crank handle, etc.) on Everywhere™ table legs (DT6 and DT7)

3 years

All service parts

2 years

Electrical components (switch, control box, etc.) on Everywhere table legs (DT6 and DT7)

1 year

Energy Manager (PT130. and PT131.); Qt™ Quiet technology

6 months

All other products, parts, and any services not listed above, sold or furnished by Herman Miller or its subsidiaries, except for consumable products such as light bulbs, fans, keyless locks, and other electronic products for which no warranty is given

Other Manufacturers' Products

2 years

Magis- and Mattiazzi-branded products are warranted for two years from the date of purchase by the original purchaser.

None

Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, open-line laminates.



Provisions that apply to all Herman Miller-branded products and services:

Herman Miller, Inc. ("Herman Miller"), 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified.

This warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Herman Miller, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty which fails under normal use as a result of a defect in material or workmanship; Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or its authorized resellers. Any product, part, or component must have been used according to Herman Miller's published instructions and installed and maintained by a Herman Miller factory-trained technician or an authorized Herman Miller dealer installer. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty. Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller product.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes due to aging or exposure to light
- marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone

In addition, Herman Miller does not warrant:

- failure resulting from normal wear and tear
- the matching of colors, grains, or textures of natural materials
- the colorfastness or the matching of colors of textiles, including an exact match to cuttings, samples, or to swatch cards
- damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments, or prolonged exposure to direct sunlight
- discoloration of Lyris™, Lyris 2™, and Balance white textiles due to soiling, stains, or dye transfer from clothing including denim

Herman Miller tests Customer's Own Material (COM) and other customer-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

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

Herman Miller's products meet the requirements of national and specific local codes as stated in the price books and other written publications.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

Applies outside US: Except as stated above, Herman Miller will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Herman Miller's part for death or personal injury resulting from negligence.

Effective January 2012

HermanMiller

For more information about our products and services or to see a list of dealers, please visit us at www.hermanmiller.com or call (800) 851 1196.

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™ Advo, Airia, Cognita, Compass, DOT, Enchord, Everywhere, Flute, Herman Miller International Collection, Lyris, Lyris 2, Nelson, Sense, and Twist are among the trademarks of Herman Miller, Inc., and its owned subsidiaries.

SM Textile Alliance Program is a service mark of Herman Miller, Inc.

Geiger is a registered trademark of Geiger International.

Goetz is a trademark of Mark W. Goetz.

Hang-It-All is a registered trademark of Lucia Eames Demetrios, d.b.a. Eames Office.

Noguchi is a registered trademark of The Isamu Foundation and Garden Museum.

Qt Quiet technology is among the trademarks of Cambridge Sound Management, Inc.

Warranty

SitOnIt Seating warrants to the original end user that this product will be free from defects in its material and workmanship as described below. The company will repair or replace, at its option, without charge to the original purchaser only, defective products or parts during normal use (standard 8 hour days, 5 days per week) the following warranty periods:

Resonance, Glove, Leader, @Work, F/X, F/X Mesh, Focus Executive, Focus, ReAlign, Influence, TR2, Knack, Messenger, Achieve, Freelance, Freelance Heavy Duty, Social, Non-Stop Everyday, Anytime, Relay, Volley, OnCall, and Rowdy

Lifetime Warranty which is the entire time owned by the original purchaser for all chair components including pneumatic cylinder, control mechanism, base, glides, casters, frames and other structural elements.

Non-Stop Heavy Duty

SitOnIt Seating warrants the 24 Hour Multi-Shift Upgrade when configured to the appropriate model for a period of 10 years. Fabric and foam cushioning are covered for two years. (See standard product warranty policy for processing information).

Census and Swirl

5 Year Warranty which is the entire time owned by the original end user for all chair components including pneumatic cylinder, control mechanism, base, and casters.

Fabric, Foam, Knit Back, Mesh, and Thermoplastic

5 Year Warranty on all collections (2 Year Warranty on Freelance Heavy Duty). COM/COL not warranted for wear or long term adhesion. Normal wear and tear is the responsibility of the specifier.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on your original receipt or other proof of purchase. This warranty is your sole remedy for product defects and excludes defects due to or arising in connection with product abuse or misuse, user modification of, or attachments to the product, including application of your own upholstery materials and products or parts not used, maintained or installed in accordance with the company's installation, maintenance and/or applicable guidelines.

If this product fails during normal use (standard 8 hour work day, 5 days per week) within the applicable warranty period, please send description of the relevant part, together with proof of purchase of the product to:

SitOnIt Seating
6280 Artesia Blvd.
Buena Park, CA 90620
Attention: Quality Department

We will repair or, at our option, replace the defective part, free of charge to the purchaser, provided only that the purchaser returns said part to SitOnIt Seating, freight or other shipping charges prepaid. Labor and service not covered under warranty.

There are no other warranties, expressed or implied, other than those specifically described, including without limitation any implied warranty or merchantability or of fitness for a particular purpose. We will not be responsible for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

Since textiles vary in weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Due to natural variations over which we have no control, all furniture is sold subject to minor irregularities of color, surface, grain, and texture. Textiles are sold subject to minor variations of color. Leather upholstery materials are of the finest quality. Because leather is a natural product, variations of texture are common and should be expected. Leather will contain natural markings such as neck wrinkles, scratches, backbone marks and stretch marks. These distinctions give leather its unique characteristics and are considered to be a part of the natural beauty of leather.

Our company will advise you of the procedure to follow when making warranty claims. Call **SitOnIt Seating at 888 274-8664** to explain defect. Give your name, address, and telephone number. Please be prepared with the model number, date of purchase, date of manufacture, cell number, and part number found under the seat of the chair.

ANSI/BIFMA

SitOnIt Seating is a member of the Business and Institutional Furniture Manufacturer's Association (BIFMA). Tests developed by the Business and Institutional Furniture Manufacturer's Association (BIFMA) and approved by the American National Standards Institute (ANSI) determine the strength and durability of seating in its everyday use. Although this testing does not serve as a warranty or guarantee, SitOnIt Seating products within this price list generally meet or exceed applicable BIFMA and ANSI standards.