

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT AWARD

- 1. DATE May 22, 2009
- 2. COMMODITY NAME..... Knoll, Inc.
Knoll, Inc. - Systems, Seating, Filling and Casegoods
- 3. CONTRACT NUMBER..... 42510-09
- 4. SUPERSEDES..... 42510-40
- 5. CONTRACT PERIOD.....5 Years – January 1, 2009 through December 31, 2014
- 6. AUTHORIZED USERS..... State Agencies
with Existing Knoll, Inc. Furniture Systems and State Agencies
&Public Bodies who wish to purchase Knoll Furniture
- 7. CONTRACTOR'S FEI NUMBER..... SEE ATTACHED
- 8. CONTRACTOR SEE ATTACHED
- 9. DMBE SWAM CERTIFICATION SEE PAGES 4 and 5
- 10. CONTRACTOR'S PHONE NUMBER..... SEE ATTACHED
- 11. TERMS.....NET 30
- 12. DELIVERY.....3 TO 10 WEEKS ARO*
* depending upon product selection
- 13. F.O.B.....AGENCY
- 14. MINIMUM ORDERN/A
- 15. FOR FURTHER CONTRACT INFORMATION CONTACT: ED PATTERSON
Phone (804) 786-3897/FAX (804) 786-0223
- 16. FOR ADDITIONAL COPIES OF THIS AND OTHER CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES, CALL (804) 786-8873 OR (804) 371-8355.
- 17. NOTICE TO LIMITED STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the below DGS/DPS contract officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 10.6 of the Agency Procurement and Surplus Property Manual.

By: Edwin Patterson
Edwin Patterson
Statewide Commodity Contract Officer

INSTRUCTIONS

1. Purchase orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through eVA.

Written Purchase Orders Required by the Contractor. A purchase order must be issued for orders exceeding \$2,000 and when required by the Contractor for orders under \$2,000.

Verbal/Facsimile Orders. When a written purchase order is not required by the contractor, state agencies have the authority to place verbal and/or facsimile orders for requirements valued at less than \$2,000.

2. If this contract is authorized for use by localities (see page 1), Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.
3. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
4. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
5. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-4634).
6. Price Adjustments. During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. a.) eVA Basic Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b.) eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order. d.) For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1% capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in numerous purchase order(s) with the eVA transaction fee specified below assessed for each order. a. For orders issued prior to July 1, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. b. For orders issued July 1, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Woman-owned Businesses: 1%, Capped at \$500 per order. (ii) DMBE-certified Minority-owned Businesses: 1%, Capped at \$500 per order. (iii) Other Businesses not specified in (i) or (ii) above: 1%, Capped at \$1,500 per order. The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

DPS KNOLL CONTRACT (FORMERLY WESTINGHOUSE PARTICIPATING KNOLL DEALERS)

Orders for Knoll products and services should be place with Knoll. A list of participating Knoll dealers is shown below.

Knoll Representation for Regions 1-5

Suzanne Renz
Knoll, Inc.
129 Riverview Avenue
Portsmouth, VA 23704
Office Phone: (757) 398-1513
Fax: (757) 398-1514
Cell: (757) 288-1849

Knoll ordering address:

Knoll, Inc.
c/o Participating Dealer
Knoll Discounting Sheet:
1257 Water Street
East Greenville, PA 18041

Knoll payment address:

Knoll, Inc.
P. O. Box 841366
Dallas, TX 75284-1366

Region 1 Northern Virginia

MOI
1515 N. Courthouse Road
Suite 1010
Arlington, VA 22201
Attention: Gary Donley, Sales Manager
Phone (703) 548-1300
Fax (703) 548-3191
e-mail: gdonley@moii.com

Region 2 Richmond, Central Virginia

MOI
Three James Center
1051 East Cary Street
Suite 101
Richmond, Virginia 23219
Attention: Tim Stone, Dealer Principal
Phone (804) 343-0788
Fax (804) 343-0789
e-mail: tstone@moii.com

Region 3 Roanoke and Western Virginia

Inspire Business Interiors
725 West Walnut Street
Johnson City, TN 37604
Attention: Tracy Johnson, Dealer Principal
Phone (423) 282-5400
Fax (423) 282-6542
email: tjohnson@inspirebusinessinteriors.com

Region 4 Tidewater

Modern Environments
370 Cleveland Place
Suite 101
Virginia Beach, Virginia 23462
Attention: Lewis Harrison, President
Phone (757) 497-9577
Fax (757) 490-7561
e-mail: lewis@modernenv.com

MOI
Three James Center
1051 East Cary Street
Suite 101
Richmond, Virginia 23219
Attention: Tim Stone
Phone (804) 343-0788
Fax (804) 343-0789
e-mail: tstone@moii.com

Region 5 Charlottesville and the Valley

MOI
Three James Center
1051 East Cary Street
Suite 101
Richmond, Virginia 23219
Attention: Tim Stone, Dealer Principal
Phone (804) 343-0788
Fax (804) 343-0789
e-mail: tstone@moii.com

ADDITIONAL SERVICES PROVIDED BY THE CONTRACTOR:**COST**

Employee Orientation	Free
Contract Consultant	Free
Interior Design Service (Per Hour)	\$45.50

Design and Installation Services: It is recommended that divisions, departments and agencies of the Commonwealth of Virginia utilize the design and installation services offered by the authorized Knoll dealership. These services are advocated to assure correct layout, bills or material, and order entry, to properly coordinate acceptance of product, to avoid any mishandling of product or improper installation by untrained personnel, and to alleviate other miscellaneous problems.

- a. To identify order entry discrepancies, for the proper design, layout, and specification of the product.
- b. To identify warranty, for proper installation to avoid damage to person and property.
- c. To assure proper payment of receivables due and owing to both Knoll and its dealers.

After Design Services:

- a. Following the final approval of design drawings, where additional changes are made by the Commonwealth agencies, divisions, or departments, such changes will be invoiced by the Knoll authorized dealership at a rate as negotiated in the contract at \$35.00/hour.
- b. The Knoll dealership will not be required to assist with correction in order entry, information, or otherwise, where such agency has hired an outside design firm.

Ordering and Installation Procedures:

- 1) Training
- 2) Planning
- 3) Designing
- 4) Ordering
- 5) Shipment and Delivery
- 6) Installation

Employee Orientation: A product orientation for your office employees can be conducted, at your formal request.

Installation Training: Field training by Knoll Dealers is available at your formal request. Also, a classroom-type training program is recommended for larger installation where maintenance personnel are available.

Planning: Planning the installation of componentized furniture before you place the order is very important. A professional planning service is highly recommended and is available from Knoll Dealers.

Planning instructions, procedures, and information forms are available from the Dealer representative. The planners or designers should be made aware of any special circumstances or needs which you may have in your office.

Designing: A professional design service, to help you lay out your office, is highly recommended and is available from the Knoll Dealer. Contact your Knoll Dealer for more information. A floor plan of your office will be requested, initially.

At the conclusion of the design and planning phase, the agency will have a preliminary design layout and budget to review and approve. Upon review and approval the agency must sign off on the drawings and budget and forward them along with an accurate and complete purchase order to the servicing dealer for electronic order entry.

Ordering:

All orders will include the following information:

- 1) A complete bill of materials, identified by designated area of usage.
- 2) Proper color designations and trim colors for individual item.
- 3) Complete and correct shipping address. If this address should be different than the final installation address, it should be so noted on the order.
- 4) Any special packaging requirements.
- 5) Proper contract number(s).
- 6) Any unusual conditions that might exist for unloading, including any special dock unloading features (such as maximum height of truck that can be accepted).
- 7) Name and phone number of person to be notified twenty-four hours prior to Delivery.

Order Placement Instructions:

- 1) On orders that include installation, the ordering agency, or public body shall order through the designated Knoll Dealer (Reference page 3).
- 2) On orders for product only (no installation), the ordering agency or public body shall order through the Knoll Dealer (see page 3 for address).

Acknowledgements:

- 1) Product Purchases only – No Installation
After the order is entered, the ordering location will receive an acknowledgement showing the bill of materials, list prices, discount, net prices, special instructions, and estimated shipping date (this should not be confused with the requested final installation date). The ordering location should review this acknowledgement against the order bill of materials, and advise Knoll Dealer Service Department immediately of any discrepancies noted.
- 2) Installed Purchases Acknowledgement will be sent to the dealer. If requested by the Agency, the dealer will provide the Agency a copy of the acknowledgement.

Changes:

Normally, changes in the bill of materials can be made at no charge (for standard running line product) up to five days after contractors receipt of orders. Any request for such changes must be made in writing or, if by phone, confirmed in writing within two working days. Acceptance of such changes will be confirmed by a revised acknowledgement. All such changes will require revised installation drawings (if the ordering location has elected the Knoll Installation option). In such cases, revised installation drawings must be received within one week (five working days) from notification. All delays in receipt of installation drawings will result in delay of final installation. Receipt of such revised drawings will be acknowledged by Knoll.

Any changes requested five days from contractors receipt of orders cancellation of line items will incur expense. Such expense costs will be advised to the ordering location and agreed upon by change notice prior to changes being made in the order.

Additions to the order will be billed to the ordering location. Knoll will exert every reasonable effort to ship such additions in time to allow for installation requested. However, if such additions (within this four-week period prior to acknowledge ship date) cannot be made nor installed (as requested), Knoll will not be considered in default of the contract. Any additional costs incurred to provide for installation of these additional items will be the order location's responsibility. Payment for the original installation shall not be delayed, pending installation of the additions. All such changes (requiring additions) shall be confirmed by change notice and revised installation drawings (if applicable).

Shipment and Delivery:

- a. All orders are F.O.B. delivered.
- b. All shipments of goods are "Tailgate Delivery". If "Inside Delivery" is required the agency must pay for these services. (The Authorized Dealer to provide the costs).
- c. Knoll requests that any freight damage claims be noted by the receiving location on the bill of lading and notification of such claims be sent immediately to The Knoll Dealer so that they may initiate a freight claim.
- d. Delivery will be 3 to 10 weeks ARO (depending on product type selected).

Installation:

The ordering location has the option to select the Authorized Dealer to install each job. Each purchase order must state which option has been selected. Failure to note installation on the purchase order will mean that the Knoll Dealer will not take any steps to provide installation.

If the Knoll Dealer is to install, the following information is also required:

- a. The agency must provide the Knoll dealer with desired - final installation date and the date the area will be available to start installation prior to order entry. The start date must be a minimum of four weeks, depending upon product chosen, after receipt of order in East Greenville, PA. Exceptions to this date can, on occasion, be made but must be agreed to, in writing, by Knoll.
- b. Two copies of installation drawings. Failure to include these drawings with the order will result in delay until such time as they are received. Knoll will exert all reasonable effort to comply with installation schedules requested, but the time frame of four to ten weeks will begin with the receipt of a fully defined order (as outlined above) and the installation drawing. Installation drawings must indicate electrical infeed locations.
- c. Prices in the contract are net for material only. Installation prices on purchase orders will be quoted on a project by project basis. This installation total should be shown as a separate item on the order.
- d. Services to be provided by the contractor includes unloading, movement of the product to the installation areas, unpacking of product, installation of product to be installed in accordance with approved layout and elevation drawings. Removal of all his debris from and about the building. The site will be left "broom clean". Contractor must provide touch-up of all nicks and scratches with touch-up paint supplied by the manufacturer in matching color and gloss.
- e. The owner shall not accept piecemeal installation of items or groups of items of equipment. Areas shall be installed in total, set-up, complete as planned. The equipment will be cleaned, polished, adjusted, leveled, inspected, and free from damage and ready for use.

Other

a. Quick Ship Program (Knoll Now)

A Quick Ship Program is offered with a limited amount of product selections and quantities. Refer to the Knoll Now brochure for these conditions. The ordering process is the same as above. Please indicate, on your purchase order, that you are requesting Quick Ship. Delivery of these orders will be approximately 10 working days after Knoll receives the order. No changes will be accepted after receipt of the Quick Ship order.

- b. If problems develop regarding damaged product, warranty work, or other matters, please contact your Knoll dealer representative promptly. All phone calls concerning these problems should be confirmed in writing as soon as practical therefore.

Finishes

Knoll, Inc. will make every attempt to offer finishes (fabric, Micarta, and trim) for existing installations, only where necessary to match existing products, without additional charge, subject to the following:

- a. In the event their supplier ceases to offer materials/finishes their obligation shall end.
- b. In the event it becomes a manufacturing impossibility to supply trim finishes, their obligation shall end.

PAYMENT TERMS

1. Standard terms of payment are 100% net within 30 days from the date of receipt of shipment.
2. Where installation is included in the purchase order and invoiced by Knoll payment terms are 100% of the net product invoice amount due net thirty (30) days from the date of invoice. Payment is due on the installation invoice net thirty (30) days from substantial completion of installation and receipt of a signed certificate of completion by the ordering agency. Sign-off shall not be unreasonably withheld for minor installation product adjustments.
3. Ordering agencies shall not withhold payments for services such as design and installation due to the Knoll authorized dealership for discrepancies in product from Knoll.
4. Services performed by an authorized Knoll dealership, not in conjunction with original delivered and installed product, shall be invoiced by such dealer and paid net thirty (30) days from the date of invoice. Such services shall include:
 - a. Reconfiguration of existing product.
 - b. Refabrication, updating of existing product
 - c. Labor to rearrange, repair
 - d. Inventory of product
 - e. Storage/warehouse

General

The owner may withhold payment or make each deduction as may be necessary to protect the owner from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of items furnished. Payments withheld shall be based upon the cost of unfinished, damaged, or undelivered pieces plus 25%.

Product Line	Discount from February 15, 2009 Commercial Price List
Equity	69.0%
Morrison	67.0%
Reff	67.0%
Reuter0	67.0%
Currents/Upstart	67.0%
AutoStrada (except Crinion Open Table)	67.0%
Dividends	67.0%
Series 2	67.0%
A3	55.0%
Calibre	59.0%
Interaction	59.0%
Magnusson	59.0%
Crinion Open Table	59.0%
Extra	59.0%
Studio	52.0%
Chadwick	57.0%
Bulldog	59.0%
Sapper	59.0%
Life	59.0%
RPM	59.0%
Soho	52.0%
Essentials Chair	52.0%
Open Up	52.0%
Renewal Parts	40.0%

Installation: Installation by an authorized Knoll Dealer on new orders during normal business hours, agencies must add back 13% to the Net of Purchase Price. Minimum installation charge is \$100.00.

Installation/Reconfiguration: All installation and reconfiguration work is quoted on a job-by-job basis and depends upon sight conditions. Normal installation hours are 8:00 AM to 5:00 PM Monday through Friday. Overtime and weekend/holiday installations will result in additional charges.

Reconfiguration: \$37.00 per man-hour

Layout and Design Service: \$45.50 per man-hour