



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Herman Miller, Inc.
855 East Main Ave.
Zeeland, MI 49464

Attention: Dave Gillman, Contracts Manager, State and Local Government Accounts

Reference: RFP07-878957-20 – Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products and Support Services

ACCEPTANCE AGREEMENT

This acceptance agreement signifies a contract award to Herman Miller, Inc. for the national portion of this contract, beginning from Date of Award, through December 31, 2008.

The contract number will be RQ07-878957-20A. The contract award shall be in accordance with the following:

- 1) This Acceptance Agreement
- 2) The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 22 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/dpsm/contracts.htm.

All prior representations and additional or inconsistent oral or written statements are superceded, null and void.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

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Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035
Website: www.fairfaxcounty.gov/dpsm
Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3681



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MEMORANDUM OF NEGOTIATION RFP07-878957-20

The County of Fairfax (hereinafter called the County) and Herman Miller Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ07-878957-20A. The final contract contains the following items:

- a. Fairfax County's RFP07-878957-20
- b. All Addenda
- c. Herman Miller Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
- d. Herman Miller Inc. clarification letters dated October 11, 2006, October 31, 2006 and E-Mail with attachments dated December 7, 2006.
- e. The Memorandum of Negotiations

The following and are to be included in the contract:

1. The period of the contract will from May 1, 2007, through December 31, 2008. Fairfax County reserves the right to renew this contract for four (4) years, one (1) year at a time.
2. Listed below are additional clarifications to the U. S. Communities agreement.

"Corporate – A commitment that U.S. Communities is actively supported by national executive management with a focus on the following;

- U.S. Communities will be the supplier's primary offering to local government agencies, state and higher education (herein "Agencies") nationwide.
- A commitment that supplier shall make all existing Agencies, that do business with the supplier, aware of the value and pricing benefits of the U.S. Communities contract and upon authorization transition such Agencies to the supplier's U.S. Communities contract. "

"Pricing – A commitment that supplier's U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Agencies nationwide. And a commitment that, if an Agency is otherwise eligible for lower pricing through any other supplier contract, the supplier will match the pricing under U.S. Communities."

U.S. Communities requirements and expectations of the fulfillment of the Corporate Commitment as it pertains to awarded suppliers' existing customers that are eligible for the U.S. Communities contract are as follows;

It is incumbent upon the supplier to notify their existing eligible customers and to demonstrate the value to the customer of using the U.S. Communities contracts versus their own contract, solicitation or other supplier vehicle. It is not incumbent upon the lead agency, U.S. Communities staff nor Advisory Board Members to perform the above.

U.S. Communities' expectation is for awarded suppliers to put forth a good faith effort to notify existing eligible customers, demonstrate the value of the U.S. Communities contract and then transition after the customer's agreement.

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Memorandum of Negotiations
RQ07-878957-20

Good faith effort defined;

- Face to face meeting with Supervisor of Procurement or above.
- A detailed presentation of the benefits of utilizing awarded supplier's U.S. Communities contract versus their own contract, solicitation or other supplier vehicle.
- Prompt and thorough follow up to any customer questions, objections or need for clarification, including additional face to face meetings.
- If impasse at Supervisor level, send email to U.S. Communities Regional Manager detailing objections and / or barriers

U.S. Communities requirements and expectations of the fulfillment of the Pricing Commitment as it pertains to awarded suppliers' existing customers that are eligible for the U.S. Communities contract are as follows;

It is incumbent upon awarded suppliers to notify existing eligible customers that U.S. Communities is the best pricing available, the supplier will match or beat their current pricing through their U.S. Communities contract.

Awarded suppliers are required to be pro-active in their fulfillment of the Corporate Commitment to transition and the Pricing Commitment to match or beat the customers existing pricing.

As a bench mark for fulfillment of the above, Herman Miller will notify all eligible customers that purchases of \$150,000 or more in 2007 within the first 90 days after the award of the contract. This first contact is to be the beginning of the good faith effort as described above.

All other prices, terms, and conditions remain the same.

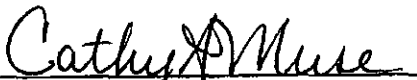
ACCEPTED BY:



Mike Kratt, Vice President, Government Sales
Herman Miller Inc.

3-8-07

Date



Cathy A. Muse, PPO
Director/County Purchasing Agent

3/29/07

Date

Herman Miller, Inc. Price Sheet
 US Communities Agreement RFP07-878957-20
 Fairfax County, Virginia

Discounts are from List Price
 Tiers are Based on List Product Value of Each Order
 Discounts for Orders Over \$ 400,000 List Value Are Neg.
 (Equal or greater than tier 2)

Product Line	\$ 1 - \$ 100,000			\$ 100,001 - \$ 400,000		
	Tailgate	Door	Installed	Tailgate	Door	Installed
Action Office, Prospects, Ethospace, Vivo, Quadrant B & F Front Peds, Eames & Aviva Tables	69	67	64	71	69	66
Arrio, Resolve, Intersect	53	51	48	55	53	50
Abak	57	55	52	59	57	54
Ergon, Equa	57	55	54	59	57	56
Passage, My Studio	50	48	45	52	50	47
Meridian Storage, Meridian 5000 Desks, Meridian Unity Files, Quadrant B & F Front Lats	52	50	47	54	52	49
Meridian Peds, Meridian Lateral Files (Excl. Unity)	54	52	49	56	54	51
Aeron Seating, Mirra Seating, Celle Seating	51	49	48	53	51	50
Ambi, Caper, Limerick, Aside, Reaction Seating	53	51	50	55	53	52
CLT Tables, Kiva, Eames Seating, Classics, Collection, Celeste Seating	46	44	43	47	45	44
Quadrant Tables, Storage and S, V, & Q Pull	65	63	60	67	65	62
Leaf Personal Light	40	38	37	42	40	39
Co-Struc, Action Lab, Casework	51	49	46	53	51	48
Healthcare Carts	12	10	7	12	10	7
Geiger Case Goods & Seating Products	51	49	46	52	50	47
GeigerExpress Program	51	49	46	52	50	47
First Office Products	48.5	46.5	43.5	50	58	45
SiOnIt Products	54	52	51	58	56	55
Baker Zydeco Products	50	48	45	52	50	47
Baker M Collection	65	63	60	67	65	62
Bretford Alliance Products	47.5	45.5	42.5	47.5	45.5	42.5
V-Wall & M-Wall Products	58	Quoted	Quoted	62.5	Quoted	Quoted

* List prices include freight within the 48 contiguous United States. Shipments outside of the contiguous United States are shipped freight included and prepaid to the point of embarkation. Shipments beyond that point are freight collect.

Installation & Delivery Services:										
<p>The service option discounts above include "standard" services only, subject to the conditions listed below. The discounts are not to exceed percentages that may be lower as quoted by the servicing dealer dependent on the specific project conditions. Additional charges and services shall be negotiated in advance of the service being performed.</p> <p>Standard Services are Subject to the Following Conditions:</p> <ul style="list-style-type: none"> - Installation will be performed during normal weekday working hours. - Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process - Service work will shall not be hindered by other trades. - Electric, heat, and adequate elevator service will be furnished without charge. - The immediate installation area shall be complete and free of debris including the carpet/flooring before installation - Any work requiring a licensed electrician is the responsibility of the buyer. 										
Additional Charges May Apply For:										
	<table border="0"> <tr> <td></td> <td style="text-align: center;">Non Seating*</td> <td style="text-align: center;">Seating*</td> </tr> <tr> <td>- Inside Delivery, upper levels</td> <td style="text-align: center;">1%</td> <td style="text-align: center;">1%</td> </tr> <tr> <td>- Union & Prevailing Wage Installation</td> <td style="text-align: center;">2%</td> <td style="text-align: center;">1%</td> </tr> </table> <p>* Service percentages are expressed as an additional percent of total product list value.</p>		Non Seating*	Seating*	- Inside Delivery, upper levels	1%	1%	- Union & Prevailing Wage Installation	2%	1%
	Non Seating*	Seating*								
- Inside Delivery, upper levels	1%	1%								
- Union & Prevailing Wage Installation	2%	1%								
<ul style="list-style-type: none"> - Design - <i>Re: Section 9B(4)</i> To Be Quoted Based on \$65/labor hr. - Major Metro Market and Upper Floor Installation: Quoted on a Project Basis <i>Including but not limited to - New York, Boston, Philadelphia, Chicago, San Francisco, Los Angeles.</i> - Installation in a clinical/medical environment. - Special restrictions or limits established by local laws, ordinances or the directions of the buyer. - Restrictions on transportation of materials, or street access to the Job site and/or dock facilities. - Installations outside of a 50 mile radius of the servicing dealer. 										
Pricing Note:										
<p>The Administration Fee will be calculated based on the standard NTE exceed service fee reflected in the discount section and will exclude Design Services.</p>										
Supplemental Services Provided Through Herman Miller's Services Program										
<p>Project Management Services <i>Re: Section 9B(6)</i></p> <ul style="list-style-type: none"> - Furniture Project Management - Furniture Project Coordination 	<p>\$78/per labor hour \$59/per labor hour</p>									
<p>Strategic Planning Services <i>Re: Section 9B(7)</i></p> <ul style="list-style-type: none"> - Senior Real Estate and Workplace Consultant - Real Estate and Workplace Consultant 	<p>\$150/per labor hour \$125/per labor hour</p>									
<p>Occupancy Planning Services <i>Re: Section 9B(8)</i></p> <ul style="list-style-type: none"> - Occupancy Planner - CAD Drafter 	<p>\$78/per labor hour \$66/per labor hour</p>									
<p>Build-Out Project Mgt. Services <i>Re: Section 9B(9)</i></p>	<p>\$96/per labor hour</p>									
<p>FF&E Mgt. Services <i>Re: Section 9B(10)</i></p>	<p>\$97/per labor hour</p>									
Pricing Note:										
<ul style="list-style-type: none"> • Hourly rates do not include T&E expenses associated with orders. • Herman Miller Services will provide a project proposal at the customer's request defining the project scope, deliverables and fees. Prior to commencement of work, the parties shall agree on the final terms of the proposal and the buyer shall issue an authorized purchase order. 										

Herman Miller	Installation	Project Mgt	Design	Reconfiguration	Asset Management	Refurbishing	Project Storage
Available	Yes	Yes	Yes	Yes	Yes	No	Yes
Pricing	Included in the installed product discounts	\$78.00/hour	\$65.00/hour	\$45.00/hour	\$97.00/hour		Quoted on a project by project basis
Installation Pricing & Discounts based on normal conditions							
Normal conditions are defined as; 1. Performed during normal business hours 7:00 am to 6:00 pm Monday - Friday - no Holidays 2. Non-union labor 3. Normal Access to Space a. no stairs b. appropriate dock or door 4. No construction trades in the space	<u>Installation Services</u> Inside delivery Uncrating of all products Assembly of products Installation if required Removal of all debris Wipe down surfaces Completed punch list Dedicated project coordinator Other services included - Provide orientation & training						