



# University of Missouri System Purchasing Contracts/Agreements

Company Name: National Office Furniture  
Contract Number: University of Missouri – National  
Contract Period: 03/15/2015  
Initial Terms: 1 year  
Renewal Terms: 2 additional 1-year renewals

Description of Products: Office Furnishings and Accessories

Ordering Information:

**AUTHORIZED DEALER(S)**

Color Art Integrated Interiors, Inc.  
1325 N Warson Road  
Saint Louis, MO 63132-1807

Inside the Lines  
100 E Texas Avenue  
Columbia, MO 65202-1554

Interior Investments of St Louis LLC  
9 Sunnen Dr, Ste 100  
Saint Louis, MO 63143-3811

Scott Rice Office Works  
14720 W 105th Street  
Lenexa, KS 66215-4414

Working Spaces  
11624 Page Service Dr  
Saint Louis, MO 63146-3533

Delivery Process Information: See Contract

Contract SSS Contact Person: Darla Higgins

Other pertinent Information: (information that might be useful for the end-user)

Attachments (if any)

**NATIONAL**

*Furniture with Personality®*

**MASTER PURCHASING AGREEMENT**

BETWEEN

**University of Missouri Procurement Services**

210 South 7th Street  
Room 113 Heinkel Building  
Columbia, MO 65211

AND

**National Office Furniture, Inc.**

1205 Kimball Blvd.  
Jasper, IN 47549

Agreement 45953

March 10, 2015

**NATIONAL OFFICE FURNITURE, INC.**  
**MASTER PURCHASING AGREEMENT # 45953**

This Master Purchasing Agreement is between University of Missouri Procurement Services ("Customer") its subsidiaries, divisions and National Office Furniture, Inc. ("National Office Furniture").

This Agreement is made, and entered into as of March 11, 2015, and extends to March 11, 2018. Any changes to this Master Purchasing Agreement require advance written approval by both parties. Unauthorized changes will void this Agreement. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party.

1. **SCOPE**

National Office Furniture agrees to sell its branded products (the "Products") as provided for in Attachment A, "Products and Pricing".

All purchases of Products hereunder are subject to terms and conditions established in the standard National Office Furniture price lists and product manuals, as the same may be updated and revised from time to time.

2. **DEFINITION**

This Agreement is being established to provide Products to Customer. Customer anticipates purchasing National Office Furniture Products totaling \$3,000,000 list price during the Agreement term.

3. **PURCHASE OF PRODUCTS**

Customer will purchase Products, by issuance of purchase order(s), directly to an independent dealer who is authorized by National Office Furniture to market and sell the Products ("Dealer"). Dealer will purchase such Products from National Office Furniture for resale to Customer. The Dealer will be responsible for ordering Products from National Office Furniture and handling on Customer's behalf such matters as expediting, receiving, freight claims, delivery, installation and invoicing to Customer, as outlined in Attachment C. Any authorized Dealer(s), as outlined in Attachment A, may be added or deleted to this agreement at any time upon written approval from Customer and National Office Furniture. National Office Furniture has no obligation for furniture layout, design, specifications or any other Dealer-related services. All other Dealer-related services shall be negotiated directly between Customer and Dealer.

Products are priced and will be delivered C.P.T. one contiguous U.S. destination, one Canadian destination, or one port of exit, freight prepaid (Incoterms 2010). Title shall transfer with risk of loss.

4. **SHIPMENT, DELIVERY, STORAGE AND INSTALLATION**

Shipment and delivery of Products will be based upon National Office Furniture's standard lead times in effect at time of order entry. Please check the terms and conditions of the price list.

5. **CHANGES OR CANCELLATIONS**

Any order changes desired by Customer must be submitted in writing. National Office Furniture will endeavor to work with Customer and Dealer to accommodate the changes. Any costs or charges incurred by National Office Furniture to make the changes will be paid by Customer. National Office Furniture will not be liable for any delay in performance caused by such changes.

6. **ACTIVITY REPORTS**

National Office Furniture will provide volume reporting to Customer. Such reports shall contain, but are not limited to, date of transaction; name and address of Customer making transactions; products sold; list price, discounted price, and amount of savings in US dollars. "Transaction" shall include all sales and services provided pursuant to this Agreement. Customer shall receive their preference (either a hard copy or electronic copy) of purchasing history on an annual basis (April 1 – March 31).

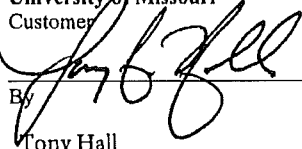
Customer, in order to insure the validity of the activity report, will reference the Master Purchasing Agreement Number 45953 and list the Customer's purchasing location and address on each purchase order. Customer also will specifically request that any dealer they may place any order through will reference the Agreement Number 45953 and list the Customer's purchasing location and address. Customer understands that National Office Furniture can only verify the accuracy of the activity report if the Agreement Number 45953 and Customer's purchasing location and address are placed on each order. Customer will also continue to provide an updated list of affiliates eligible to participate in this Agreement.

7. **QUALITY AND WARRANTY**

National Office Furniture warrants that all Products will conform to specifications as stated in Price and Product manuals. Current Product warranty terms and conditions are set forth in Attachment B.

Approved and agreed to:  
University of Missouri  
Customer

By

  
Tony Hall

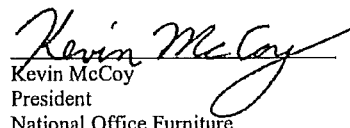
Print Name

Asst. Vice President/Chief Procurement

Title Officer

3/18/15  
Date

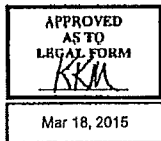
National Office Furniture, Inc.

  
Kevin McCoy

President

National Office Furniture

3-12-15  
Date



ATTACHMENT A

**PRODUCTS AND PRICING**

1. Pricing of all Products to Customer shall be current list price in effect at time of order entry less the following applicable discount:\*

<u>Products</u>	<u>List Price Per Order Dollar Value</u>	<u>Discount</u>
National Office Furniture Casegoods and Seating	1 – 99,999	55%
	100,000 – 249,999	55.5%
	250,000 – over	Negotiable

2. National Office Furniture will offer a volume incentive rebate to Customer based upon their cumulative annual shipped purchases as determined by all orders reflecting Master Purchasing Agreement Number 45953 and as reported in the (Activity Reports). The initial volume incentive period will begin upon execution of Master Purchasing Agreement and run through March 31, 2016 and will be awarded on an annual bases. Thereafter, the volume incentive period will be April 1 through March 31 and will be awarded on an annual bases.

<u>Annual Total Shipped Purchase Volume</u>	<u>Total Volume Incentive</u>
Purchases between \$1 - \$499,999	1.0%
Purchases between \$500,000 - \$749,999 from dollar one	1.5%
Purchases between \$750,000 - \$999,999 from dollar one	2.0%
Purchases in excess of \$1,000,000 from dollar one	2.5%

3. Installation is not included in the pricing provided in this Agreement.
4. New National Office Furniture products and programs will be added to this Agreement according to pricing mutually agreed to by Customer and National Office Furniture.
5. The order confirmation is the final agreement between the customer and National Office Furniture and supersedes all prior contracts.

\*Discounts are subject to renegotiation if purchased volume is 15% or more below the prorated projected volume after the first year of the Agreement.

**REFERENCE**

National Office Furniture may refer to the name of Customer in National Office Furniture's list of current customers for Product sales and marketing purposes.

**AUTHORIZED DEALER(S)**

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Any authorized Dealer(s) may be added or deleted to this agreement at any time upon written approval from Customer and National Office Furniture.

**ATTACHMENT B**  
**NATIONAL OFFICE FURNITURE**  
**LIMITED LIFETIME WARRANTY**

National warrants that each piece of National furniture will be free from defects in workmanship given normal use and care for as long as you, the original customer, owns and uses the product.

Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that a product is used more than normal use, the applicable warranty period will be reduced to 12 years and items that fall under different warranty limitations, as listed below, will be reduced to one-third (ex: Wood chair frames will be 4 years instead of 12 years). National, at its option, will repair or replace with comparable product any product, part or component shipped after September 1, 2000, if the claim is eligible under the conditions of this warranty. This warranty is valid only if the product is given proper care and maintenance.

**Limitations to this warranty include:**

<b>Twelve Years</b>	Wood Chair Frames
<b>Ten Years</b>	Seating Controls, Wood Veneers and Laminates
<b>Five Years</b>	Mechanical and High Wear Parts Such As: Electrical Components, Polymer Based Components, Pneumatic Cylinders, Swivel Arm Pads, Casters, Chair Glides, Textiles, Foam, Covering Materials and Decorative Trim

**Exclusions**

This warranty does not apply to:

- Damage caused by a carrier
- Normal wear and tear during the period of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of COM (Customer's Own Materials) or any other non-standard National material (including Arc-Com, Stinson, Maharam, Momentum, and Ultrafabrics) specified by the customer after application to a National product
- Color, grain or texture of wood, laminate and other covering materials
- Non-compliance with installation and maintenance instructions
- Electrical grommets where the box has been opened
- Damages or failures resulting from modifications, alterations, misuse, abuse or negligence or improper care and maintenance of our products.

**Gotcha™ 24 Hour Use Seating**

Warranty on Gotcha 24 Hour Use models is 5 years from date of purchase for seating controls and pneumatic cylinders and 2 years from date of purchase for casters, textiles and foam.

**Engineer-to-Order Products**

National warrants all Engineer-to-Order products to be free from defects in workmanship given normal use and care for 3 years of single shift service.

**Finish Warranty**

Minor variations in finish color may occur due to the unique texture and grain of wood.

**As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you may have within the terms of this warranty as quickly as possible.**

**There are no other warranties except as expressly set forth here, either expressed or implied including any warranty of merchantability or fitness for any particular purpose. We exclude and will not pay consequential or incidental damages under this warranty.**

**National Office Furniture  
1205 Kimball Boulevard  
Jasper, Indiana 47549  
800.482.1717  
Fax 812.482.8800  
www.NationalOfficeFurniture.com**

ATTACHMENT C

**INSIDE DELIVERY/INSTALLATION**

<b>Campus</b>	<b>Inside Delivery Upcharge %</b>	<b>Installation Upcharge %</b>
Columbia	4.75%	Basic 7%, Complex 10%
Kansas City	4.75%	Basic 7%, Complex 10%
Rolla	9.00%	Basic 11%, Complex 13%
St. Louis	4.75%	Basic 7%, Complex 10%

**Inside Delivery:** Includes delivery of ordered items to one designated area of the respective building, with no unboxing or installation required. Inside delivery shall be provided by the designated installer(s) within 3 days of receipt of shipment. Number of delivered items are not to exceed (10) units. Any quantities beyond (10) units would be a Basic or Complex Install.

**Installation:** Includes delivery of furniture to the installation side, unpacking, inspection for damage, assemble as required and shown on installation drawings, setting furniture in place, and removal of packing material from the premises. All furniture shall be in a clean and operating condition, with no scratches, dents or other damage, before acceptance by the University.

Large extraneous projects requiring expert installations outside the normal complexity of installations shall be quoted by the dealer on a case-by-case basis, at the discretion of the University of Missouri Design and Construction Services.

**Design Services:** Authorized Dealers must obtain written approval without exception by the University of Missouri Procurement services and/or Design and Construction Services for all Non-Designer requested projects.

Design Services: \$60.00/weekday hour