



DEPARTMENT OF ADMINISTRATION
Division of Purchases

BILL GRAVES
Governor

DAN STANLEY
Secretary of Administration

JOHN T. HOULIHAN
Director of Purchases
900 S.W. Jackson, Room 102-N
Landon State Office Building
Topeka, KS 66612-1286
(785) 296-2376
FAX (785) 296-7240
<http://da.state.ks.us/>

ADDENDUM

RECEIVED KSU

May 8, 2000

MAY 23 2000

Addendum Number: 4

PURCHASING

Contract Number: 30880

PR Number: NA

Item: New Interior Open Space Panel System Furniture (Herman Miller)

Agency: Statewide

Period Of Contract: June 12, 2000 through June 11, 2001
(With four (4) one (1) year renewal options)

Contractor: Herman Miller, Inc.
855 E. Main Avenue
Zeeland, MI 49464
Telephone: 616-654-3000
FEIN #: 38-0837640

Conditions:

This contract will be renewed on a yearly basis for the next five (5) years. Note the increase in price for Design and Installation for orders under \$100,000 Net (State Price).

Charles E. Miller
Procurement Officer

CEM:cjf



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CONTRACT RENEWAL

Date of Renewal: May 8, 2000

Contract Number: 30880

PR Number: NA

Procurement Officer: Charles E. Miller
Telephone: 785-296-3125
E-Mail Address: chuck.miller@state.ks.us

Item: **New Interior Open Space Panel System Furniture
(Herman Miller)**

Agency: Statewide

Period Of Contract: June 12, 2000 through June 11, 2001
(With four (4) one (1) year renewal options)

Contractor: Herman Miller, Inc.
855 E. Main Avenue
Zeeland, MI 49464
Telephone: 616-654-3000
FEIN #: 38-0837640

ORDERS TO BE PLACED THROUGH THE FOLLOWING DEALERS:

Designed Business Interiors - TOPEKA AREA
107 West 6th Street
Topeka, KS 66603
Telephone: 785-233-2078
Fax: 785-233-2255
FEIN: 48-0986703

Goldsmith's Incorporated - WICHITA AREA
P. O. Box 2202
Wichita, KS 67202
Telephone: 316-263-0131
Fax: 316-262-0691
FEIN: 48-0624855

RECEIVED KSU
MAY 23 2000
PURCHASING

John A Marshall Company, an
Office Pavillion
10930 Lackman Road
Lenexa, KS 66219
Telephone: 913-599-4700
Fax: 913-599-4838
FEIN: 48-1024002

- KANSAS CITY AREA

The above dealers are conveniently located throughout the State of Kansas to serve the needs of the State Agencies. Please choose the dealer that most closely aligns with your needs.

Agency: STATEWIDE

Prices: The following discount schedule applies to the Herman Miller Price Books that are in effect at the time of order:

\$ 0 - \$425,000 Subtract 72% from List Price
\$425,000 + Subtract 73% from List Price

Per Addendum Number 1, 2 and 3, the following product lines and discounts were added:

Phoenix Designs	-	61% off of List
Ethospace Interiors	-	61% off of List
Liaison Cabinets	-	61% off of List
Milcore Products	-	53% off of List
Exception: CT Carts	-	10% off of List
Meridian	-	53% off of List
Relay Furniture	-	53% off of List
Arrio Freestanding	-	61% off of List
Passage	-	53% off of List
Systems Bridge	-	61% off of List

Different State Agencies may combine their orders to reach the maximum discount as long as they are both in the same dealer territory and the payment process is not delayed.

Terms: Net, 30 Days

Scope: The following basic services are provided.

1. Limited (no charge) order preparation support by local dealer.
2. Delivery F.O.B. Destination to job site.
3. Installation of panels and components (if required) by local dealer on a fee basis.
4. Design services and other backup support (if required) by local dealer on a fee basis.

Product Orders: All orders for Contract Products shall be placed with the Agencies' Dealer of Choice. The same Dealer will be responsible for Design Services and Installation if requested by the Agency.

Payments: The servicing Dealer will invoice the contracting Agencies for product design and installation. Payments will be made upon receipt of the merchandise or service by the ordering agency and the receipt of Vendor's Invoice (2 copies) by the receiving Agency's Business Office.

Design Services: All orders placed from this contract will not require contract design services. When design services are required, the local Herman Miller dealer will:

1. Develop a complete working space plan
2. Provide equipment standards
3. Provide complete installation drawings, to include elevations, power and phone layouts as required.
4. Provide planning to include interior wall finishes, fabric selection and space usage.
5. Conduct interviews with expected occupants of office space to determine space and equipment requirements.
6. Develop "bubble" diagrams for agencies' consideration. 7. Provide take-off and ordering of product.

It is important that the Herman Miller dealer's response be timely to State Agency requests for Design Service assistance. Unless otherwise arranged with the customer, the contract designer should personally visit with the customer within 48 hours after request for Design Services has been placed. Interviews and rough bubble diagrams must be completed within 10 days after customer has explained the requirement to contractor designer.

State Agencies requiring design support from the contract shall provide the dealer with a letter stating that such services are required and that payment shall be paid to the Herman Miller dealer for Design Services provided.

*CONTRACT DESIGN SERVICE COST will be 4% of the total product cost for the project.

* For orders under \$100,000 Net (State Price) the cost will be 4.5%.

NOTE: While the Herman Miller dealer may charge for requested Design Services according to the rate established by this contract, be aware that numerous inquiries can be made, relative to delivery, colors, advice to support in house agency design and etc. for which no separate payment will be made nor should be expected.

Installation: State agencies should provide their own installation whenever possible. When agency installation IS NOT FEASIBLE, one of the Herman Miller dealers will provide this service at the established cost. Installation Service should include unloading, movement of product to installation area, unpacking product, assembly of product to designated site according to the Designed Configuration and removal of debris from and about the building. The delivery and installation sites shall be left "broom clean" or equivalent. Installing dealer to perform minor tuning of equipment 3 weeks after installation.

*COST OF INSTALLATION by Herman Miller Dealers will be 6% of the total product cost for the project.

* For orders under \$100,000 Net (State Price) the cost will be 7%.

Delivery: All equipment shall be delivered F.O.B. Destination. Installation services, if necessary, will be specified in the order. Contractor ensures the State that shipments of equipment will not arrive unexpectedly at site of delivery. Shipments for projects requiring contractor installation shall be accompanied by installers. State agencies are not required to provide storage space for Contract Installed Equipment (unless the agency is responsible for the delay of installation).

Herman Miller will strive to meet a 90-day delivery commitment for Product Orders. Rapid Response Orders should arrive in approximately 30 days after factory receives the order.

Reconfiguration of Existing State Product:

State Agencies may contact any of the three Herman Miller Dealers for Furniture Management Services concerning reconfiguration of existing State Product. The following fees will apply:

Design Service at \$20.00 Per Hour

Installation at \$25.00 Per Man-Hour

Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. The Contractor fails to make delivery of goods or services as specified in this contract; or
2. The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

Using agency or the Director of Purchases shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within 10 days from the receipt of the notice (or such longer period as the State may authorize in writing), the using agency or the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, using agency or the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the using agency or the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Warranties:

Seller warrants its product to be free from defects in material and workmanship for a period of one (1) year from the date of initial delivery. Seller also warrants any installation of its products performed by Seller to be free from defects in workmanship for a period of one (1) year from the date the installation is

completed. Seller's obligation and Purchaser's remedy pursuant to the warranty specified herein are limited to repair or replacement of products and/or work which proves to be defective within the applicable period, which remedy is expressly agreed to be exclusive as a condition of sale. Because of natural variations over which Seller has no control, this warranty does not extend to color, grain, or texture of wood, marble, or leather; and Seller does not warrant matching of color, grain, or texture. THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



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CONTRACT RENEWAL

RECEIVED KSU

MAY 21 1999

PURCHASING

Date of Renewal: May 14, 1999

Contract Number: 30880

PR Number: NA

Procurement Officer: Charles E. Miller
Telephone: 785-296-3125
E-Mail Address: chuckm@dapurch.wpo.state.ks.us

Item: **New Interior Open Space Panel System Furniture
(Herman Miller)**

Agency: Statewide

Period Of Contract: June 12, 1999 through June 11, 2000
(With Renewal Options)

Contractor: Herman Miller, Inc.
855 E. Main Avenue
Zeeland, Michigan 49464
Telephone: 616-654-3000
FEIN #: 38-0837640

REGIONAL MANAGER:
Mike O'Toole
10930 Lackman Road
Lenexa, KS 66219
Telephone: 913-888-2727
Fax: 913-888-2799

ORDERS TO BE PLACED THROUGH THE FOLLOWING DEALERS:

Designed Business Interiors
107 West 6th Street
Topeka, Kansas 66603
TELEPHONE: (913) 233-2078
FAX #: (913) 233-2255
FEIN #: 48-0986703

- TOPEKA AREA

Goldsmith's Incorporated
P. O. Box 2202
Wichita, Kansas 67202
TELEPHONE: (316) 263-0131
FAX #: (316) 262-0691
FEIN #: 48-0624855

- WICHITA AREA

John A Marshall Company, an
Office Pavillion
10930 Lackman Road
Lenexa, KS 66219
TELEPHONE: (913) 599-4700
FAX #: (913) 599-4838
FEIN #: 48-1024002

- KANSAS CITY AREA

The above dealers are conveniently located throughout the State of Kansas to serve the needs of the State Agencies. Please choose the dealer that most closely aligns with your needs.

AGENCY: STATEWIDE

PRICES: Herman Miller "Action Office" and associated Product Price Books dated June 5, 1995 are attached. The following discount schedule applies:

\$ 0 - \$425,000 Subtract 72% from List Price
\$425,000 + Subtract 73% from List Price

Per Addendum Number 1 and 2, the following product lines and discounts were added:

Phoenix Designs	-	61% off of List
Ethospace Interiors	-	61% off of List
Liaison Cabinets	-	61% off of List
Milcore Products	-	53% off of List
Exception: CT Carts	-	10% off of List
Meridian	-	53% off of List
Relay Furniture	-	53% off of List
Arrio Freestanding	-	61% off of List

Different State Agencies may combine their orders to reach the maximum discount as long as they are both in the same dealer territory and the payment process is not delayed.

The list prices and the quoted discount shall remain firm (or the same) for the first, twenty-four (24) months of this contract.

Should the Renewal Options be exercised, pricing will be as follows: Percentage discount established by this contract will remain the same but the State will allow the manufacturer's Industry List Prices to be up-dated (in the event an industry-wide price increase has taken place during the life of the contract). The acceptable price up-dating shall be the manufacturer's Standard List Price Book, current at the time of the effective start-up date of the Renewal Period. No other price increase shall be allowed during the 12 month Renewal period. Contractor shall provide the Division of Purchases with 200 sets of the current (if new or up-dated) List Prices 30 days prior to the Renewal start-up date.

TERMS: NET, 30 DAYS

SCOPE:

Indicated pricing structure includes all items shown in the attached Herman Miller catalogs also, the following basic services are provided.

1. Limited (no charge) order preparation support by local dealer.
2. Delivery F.O.B. Destination to job site.
3. Installation of panels and components (if required) by local dealer on a fee basis.
4. Design services and other backup support (if required) by local dealer on a fee basis.

PRODUCT ORDERS:

All orders for Contract Products shall be placed with the Agencies' Dealer of Choice. The same Dealer will be responsible for Design Services and Installation if requested by the Agency.

PAYMENTS:

The servicing Dealer will invoice the contracting Agencies for product design and installation. Payments will be made upon receipt of the merchandise or service by the ordering agency and the receipt of Vendor's Invoice (2 copies) by the receiving Agency's Business Office.

DESIGN SERVICES:

All orders placed from this contract will not require contract design services. When design services are required, the local Herman Miller dealer will:

1. Develop a complete working space plan
2. Provide equipment standards
3. Provide complete installation drawings, to include elevations, power and phone layouts as required.
4. Provide planning to include interior wall finishes, fabric selection and space usage.
5. Conduct interviews with expected occupants of office space to determine space and equipment requirements.
6. Develop "bubble" diagrams for agencies' consideration. 7. Provide take-off and ordering of product.

It is important that the Herman Miller dealer's response be timely to State Agency requests for Design Service assistance. Unless otherwise arranged with the customer, the contract designer should personally visit with the customer within 48 hours after request for Design Services has been placed. Interviews and rough bubble diagrams must be completed within 10 days after customer has explained the requirement to contractor designer.

State Agencies requiring design support from the contract shall provide the dealer with a letter stating that such services are required and that payment shall be paid to the Herman Miller dealer for Design Services provided.

CONTRACT DESIGN SERVICE COST will be 4% of the total product cost for the project.

NOTE: While the Herman Miller dealer may charge for requested Design Services according to the rate established by this contract, be aware that numerous inquiries can be made, relative to delivery, colors, advice to support in house agency design and etc. for which no separate payment will be made nor should be expected.

INSTALLATION:

State agencies should provide their own installation whenever possible. When agency installation **IS NOT FEASIBLE**, one of the Herman Miller dealers will provide this service at the established cost. Installation Service should include unloading, movement of product to installation area, unpacking product, assembly of product to designated site according to the Designed Configuration and removal of debris from and about the building. The delivery and installation sites shall be left "broom clean" or equivalent. Installing dealer to perform minor tuning of equipment 3 weeks after installation.

COST OF INSTALLATION by Herman Miller Dealers will be 6% of the total product cost for the project.

DELIVERY:

All equipment shall be delivered F.O.B. Destination. Installation services, if necessary, will be specified in the order. Contractor ensures the State that shipments of equipment will not arrive unexpectedly at site of delivery. Shipments for projects requiring contractor installation shall be accompanied by installers. State agencies are not required to provide storage space for Contract Installed Equipment (unless the agency is responsible for the delay of installation).

Herman Miller will strive to meet a 90-day delivery commitment for Product Orders. Rapid Response Orders should arrive in approximately 30 days after factory receives the order.

RECONFIGURATION OF EXISTING STATE PRODUCT:

State Agencies may contact any of the three Herman Miller Dealers for Furniture Management Services concerning reconfiguration of existing State Product. The following fees will apply:

Design Service at \$20.00 Per Hour

Installation at \$25.00 Per Man-Hour

TERMINATION FOR CAUSE:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. The Contractor fails to make delivery of goods or services as specified in this contract; or

2. The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

Using agency or the Director of Purchases shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within 10 days from the receipt of the notice (or such longer period as the State may authorize in writing), the using agency or the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

TERMINATION FOR CONVENIENCE:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, using agency or the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the using agency or the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

WARRANTIES:

Seller warrants its product to be free from defects in material and workmanship for a period of one (1) year from the date of initial delivery. Seller also warrants any installation of its products performed by Seller to be free from defects in workmanship for a period of one (1) year from the date the installation is completed. Seller's obligation and Purchaser's remedy pursuant to the warranty specified herein are limited to repair or replacement of products and/or work which proves to be defective within the applicable period, which remedy is expressly agreed to be exclusive as a condition of sale. Because of natural variations over which Seller has no control, this warranty does not extend to color, grain, or texture of wood, marble, or leather, and Seller does not warrant matching of color, grain, or texture. THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



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Landon State Office Building
Topeka, KS 66612-1286
(785) 296-2376
FAX (785) 296-7240

ADDENDUM

December 3, 1998

Addendum Number: 3

Contract Number: 30880

PR Number: NA

Item: New Interior Open Space Panel System Furniture (Herman Miller)

Agency: Statewide

Period Of Contract: June 12, 1998 through June 11, 1999
(With Renewal Options)

Contractor: Herman Miller, Inc.
855 E. Main Avenue
Zeeland, Michigan 49464
Telephone: 616-654-3000
FEIN #: 38-0837640

REGIONAL MANAGER:
Mike O'Toole
10930 Lackman Road
Lenexa, KS 66219
Telephone: 913-888-2727
Fax: 913-888-2799

Conditions:

Per agreement between Herman Miller and the State of Kansas add the following product line to the above referenced contract.

Passage at 53% off of list.
Systems Bridge at 61% off of list.

A handwritten signature in cursive script that reads "Charles E. Miller".

Charles E. Miller
Procurement Officer

CEM:cjf

RECEIVED KSU
DEC 11 1998
PURCHASING

Date sent: Wed, 18 Jun 1997 13:07:23 -0500
Send reply to: kspurch@ksu.edu
From: kspurch@ksu.edu
Subject: RENEWAL OF CONTRACT 30880A HERMAN MILLER
Originally to: KSU Purchasing Announcements <purch@ksu.edu>
To: Multiple recipients of list PURCH <PURCH@VM.KSU.EDU

PERIOD COVERED: June 12, 1997 through June 11, 1998

Please file this Renewal with Purchasing Circular 5026 dated June 20, 1995, covering New Interior Open Space Panel System Furniture.

CONTRACTOR: Herman Miller, Inc.
855 E. Main Ave.
Zeeland, MI 49464
Ph. (616) 654-3000
FEIN: 38-0837640

REGIONAL MANAGER: Mike O'Toole
10930 Lackman Road
Lenexa, KS 66219
Ph. (913) 888-2727
Fax: 913-888-2799

ORDERS TO BE PLACED THROUGH THE FOLLOWING DEALERS:

TOPEKA AREA: Designed Business Interiors
107 West 6th St.
Topeka, KS 66603
Ph. (913) 233-2078
Fax: (913) 233-2255
FEIN: 48-0986703

WICHITA AREA: Goldsmith's Incorporated
P.O. Box 2202
Wichita, KS 67202
Ph. (316) 263-0131
Fax: (316) 262-0691
FEIN: 48-0624855

If you have any questions or need assistance with any purchasing contracts, please call extension 2-6214 or 2-6215.



DEPARTMENT OF ADMINISTRATION
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JOHN T. HOULIHAN
Director of Purchases
900 S.W. Jackson, Room 102-N
Landon State Office Building
Topeka, KS 66612-1286
(913) 296-2376
FAX (913) 296-7240

CONTRACT RENEWAL

Date of Renewal: May 16, 1997
Contract Number: 30880 A
PR Number: NA
Procurement Officer: Charles E. Miller
Telephone: 913-296-3125
E-Mail Address: chuckm@dapurch.wpo.state.ks.us

**Item: New Interior Open Space Panel System Furniture
(Herman Miller)**

Agency: Statewide
Period Of Contract: June 12, 1997 through June 11, 1998
(With Renewal Options)

Contractor: Herman Miller, Inc.
855 E. Main Avenue
Zeeland, Michigan 49464
Telephone: 616-654-3000
FEIN #: 38-0837640

REGIONAL MANAGER:
Mike O'Toole
10930 Lackman Road
Lenexa, KS 66219
Telephone: 913-888-2727
Fax: 913-888-2799

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FAX #: (913) 233-2255
FEIN #: 48-0986703

- TOPEKA AREA

Goldsmith's Incorporated
P. O. Box 2202
Wichita, Kansas 67202
TELEPHONE: (316) 263-0131
FAX #: (316) 262-0691
FEIN #: 48-0624855

- WICHITA AREA

RECEIVED KSU

JUN 12 1997

PURCHASING

John A Marshall Company, an
Office Pavillion
10930 Lackman Road
Lenexa, KS 66219
TELEPHONE: (913) 599-4700
FAX #: (913) 599-4838
FEIN #: 48-1024002

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AGENCY: STATEWIDE

PRICES: Herman Miller "Action Office" and associated Product Price Books dated June 5, 1995 are attached. The following discount schedule applies:

\$ 0 - \$425,000 Subtract 72% from List Price
\$425,000 + Subtract 73% from List Price

Per Addendum Number 1 dated August 11, 1995 the following product lines and discounts were added:

Phoenix Designs - 61% off of List
Ethospace Interiors - 61% off of List
Liaison Cabinets - 61% off of List
Milcore Products - 53% off of List
Exception: CT Carts - 10% off of List
Meridian - 53% off of List
Relay Furniture - 53% off of List

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TERMS: NET, 30 DAYS

SCOPE:

Indicated pricing structure includes all items shown in the attached Herman Miller catalogs also, the following basic services are provided.

1. Limited (no charge) order preparation support by local dealer.
2. Delivery F.O.B. Destination to job site.
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INSTALLATION:

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COST OF INSTALLATION by Herman Miller Dealers will be 6% of the total product cost for the project.

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Herman Miller will strive to meet a 90-day delivery commitment for Product Orders. Rapid Response Orders should arrive in approximately 30 days after factory receives the order.

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State Agencies may contact any of the three Herman Miller Dealers for Furniture Management Services concerning reconfiguration of existing State Product. The following fees will apply:

Design Service at \$20.00 Per Hour

Installation at \$25.00 Per Man-Hour

TERMINATION FOR CAUSE:

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1. The Contractor fails to make delivery of goods or services as specified in this contract; or
2. The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

Using agency or the Director of Purchases shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within 10 days from the receipt of the notice (or such longer period as the State may authorize in writing), the using agency or the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

TERMINATION FOR CONVENIENCE:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, using agency or the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the using agency or the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

WARRANTIES:

Seller warrants its product to be free from defects in material and workmanship for a period of one (1) year from the date of initial delivery. Seller also warrants any installation of its products performed by Seller to be free from defects in workmanship for a period of one (1) year from the date the installation is completed. Seller's obligation and Purchaser's remedy pursuant to the warranty specified herein are limited to repair or replacement of products and/or work which proves to be defective within the applicable period, which remedy is expressly agreed to be exclusive as a condition of sale. Because of natural variations over which Seller has no control, this warranty does not extend to color, grain, or texture of wood, marble, or leather; and Seller does not warrant matching of color, grain, or texture. THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.