

**CONTRACT NO. 2306-01302**

**PURCHASE ORDER NO. 70000305130**

**OFFICE OF THE CHIEF PROCUREMENT OFFICER**



**REFERENCE CONTRACT  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

**FOR  
COOK COUNTY DEPARTMENT OF CAPITAL PLANNING AND POLICY**

**WITH: HERMAN MILLER, INC.**

**BASED ON CHARLOTTE, NORTH CAROLINA CONTRACT NO. 2020000622**

**TONI PRECKWINKLE, COOK COUNTY BOARD PRESIDENT**

**RAFFI SARRAFIAN, CHIEF PROCUREMENT OFFICER**

**NON-FEDERALLY FUNDED CONTRACT**

PART I  
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois herein after the "County" and Herman Miller, Inc herein after the "Contractor".

WHEREAS, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

WHEREAS, the City of Charlotte, North Carolina solicited a formal Request for Proposal for Furniture, Installation, and Related Products and Services, and the Contractor was identified as the qualified and best value provider for the goods and the services; and;

WHEREAS, the City of Charlotte, North Carolina entered into a five year contract with two optional one-year renewals on January 1, 2020 for the provision of Furniture, Installation, and Related Products and Services by the Contractor for the City of Charlotte, North Carolina relative to a copy of the contract is attached hereto as Attachment I for reference purposes only, but the terms of the City of Charlotte North Carolina contract are not made a part of or incorporated into this Contract; and

WHEREAS, the County wishes to leverage the procurement efforts of the City of Charlotte, North Carolina

WHEREAS, the County, through the Department of Capital Planning and Policy desires certain similar products and services of the Contractor; and

WHEREAS, County Offices, Departments, and Agencies may utilize this Contract for specific contracted procurement efforts; and

WHEREAS, the Contractor agrees to provide Furniture, Installation, and Related Products and Services incorporated as Exhibit I, Specifications; and

WHEREAS, the Contractor warrants that it is ready, willing and able to deliver these Furniture, Installation, and Related Products and Services set forth in Exhibit 1, Specifications, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Charlotte, North Carolina Contract No. 2020000622.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract

Services: AS SET FORTH IN EXHIBIT I

II. CONTRACT PERIOD

---

This Contract shall be effective after proper execution of the contract documents by the County from November 1, 2023 through December 31, 2024 with two optional one (1) year renewals.

III. PAYMENT

In no case shall such charges exceed the amount of \$6,000,000.00. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Contractor shall have a subcontracting goal of not less than 25% MBE and 10% WBE of the Contract price for work to be performed.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto, Part II General Terms and Conditions, and is incorporated herein by this reference.

V. INCORPORATION OF EXHIBITS

This Contract incorporates the following Exhibits:

1. EXHIBIT I	SPECIFICATION
2. EXHIBIT II	SCHEDULE OF COMPENSATION
3. EXHIBIT III	ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")
4. EXHIBIT IV	BOARD APPROVAL LETTER
5. EXHIBIT V	IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
6. EXHIBIT VI	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
7. EXHIBIT VII	EVIDENCE OF INSURANCE
8. EXHIBIT VIII	ECONOMIC DISCLOSURE STATEMENT ("EDS")

VI. ATTACHMENTS

1. ATTACHMENT I	CHARLOTTE, NORTH CAROLINA, CONTRACT NO 20200006022
-----------------	--

## **PART II - General Terms and Conditions**

### **GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

### **GC-02 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

### **GC-03 INSPECTION AND RESPONSIBILITY**

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

### **GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)**

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

**GC-05 PREPAID FEES**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**GC-06 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**GC-07 PRICE REDUCTION**

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

**GC-08 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

**GC-09 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director.

Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### **GC-10 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

#### **GC-11 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

#### **GC-12 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves

the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

#### **GC-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

#### **GC-14 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

#### **GC-15 INSURANCE REQUIREMENTS**

##### **Insurance Requirements of the Contractor**

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County. Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

##### **1. Coverages**

###### **(a) Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

- (1) \$500,000 each Accident
- (2) \$500,000 each Employee
- (3) \$500,000 Policy Limit for Disease

###### **(b) Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

(c) **Automobile Liability Insurance**

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

- (1) Liability - All Autos: Bodily Injury & Property Damage –
- (2) \$1,000,000 per Occurrence
- (3) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

**2. Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

**GC-16 PATENTS, COPYRIGHTS AND LICENSES**

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

**GC-17 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

**GC-18 DELIVERY**

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300**

**I. POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in Part I.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

**II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

**2. Letter(s) of Certification**

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

**3. Joint Venture Affidavit**

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

**B. Petition for Reduction/Waiver**

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

**A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the 1)
4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

**V. NON-COMPLIANCE**

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
161 North Clark Street, Room 2300  
Chicago, Illinois 60601  
(312) 603-5502

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety Sheet.

**GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-22 ACCIDENT REPORTS**

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF PREMISES**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

**GC-24 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer  
County of Cook  
Room 161 North Clark  
Suite 2300  
Chicago, Illinois 60601  
(Reference the County Contract Number)

TO THE CONTRACTOR:

At address provided in the Economic Disclosure Statement or as otherwise indicated in writing to County.

**GC-25 TERMINATION FOR CONVENIENCE**

The County may terminate this Contract, or any portion, at any time by 180 days' notice in writing from the County to the Contractor, unless in case of emergency or egregious misconduct, wherein County can terminate the Contract immediately. Unless otherwise stated in the notice, the effective date of such termination shall be the date on the notice of termination. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination. The County will pay the contract price for the products provided and services properly provided prior to the effective date of any such termination and in accordance with Contractor's Change and Cancellation policy.

**GC-26 GUARANTEES AND WARRANTIES**

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES**

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

**GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical

**FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES**

analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

**GC-29 QUANTITIES**

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the County.

**GC-30 AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

**GC-31 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-32 COOPERATION WITH INSPECTOR GENERAL**

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

**GC-33 WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

**GC-34 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-35 FORCE MAJEURE**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**GC-37 COMPARABLE GOVERNMENT PROCUREMENT**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**GC-38 FEDERAL CLAUSES**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.
- (h) If Federal funds are not utilized, the Contractor shall not be subject to the Federal clauses mentioned in this contract. The County shall notify Contractor when Federal funds are being used.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the

Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials,

FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES  
or commodities suitable for transport by ocean vessel.9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses,

exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or

## FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **GC-39 CONTRACT INTERPRETATION**

In the event there is a conflict between or among any of the documents specified in Section V Incorporation of Exhibits, the terms of the General Conditions shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

EXHIBIT I	SPECIFICATION
EXHIBIT II	SCHEDULE OF COMPENSATION
EXHIBIT III	ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")
EXHIBIT IV	BOARD APPROVAL LETTER
EXHIBIT V	IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
EXHIBIT VI	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
EXHIBIT VII	EVIDENCE OF INSURANCE
EXHIBIT VIII	ECONOMIC DISCLOSURE STATEMENT ("EDS")

#### **END OF SECTION**

CONTRACT NO. 2306-01303  
FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

EXHIBIT I  
SPECIFICATIONS

The Contractor shall provide the following furniture types and catalogs:

**Systems Furniture:** complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;

**Freestanding Furniture:** A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and accessories not limited to pre- school items available from the Company;

**Seating/Chairs:** A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating not limited to pre-school items available from the Company;

**Soft Seating:** A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open learning spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories.

**Filing Systems, Storage and Equipment:** A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company;

**Technology Support Furniture:** A complete and comprehensive catalog selection of technology support furniture to support technology based learning environments.

**Library Furniture:** A complete and comprehensive catalog selection of library furniture including shelving.

**Science Laboratory Furniture:** A complete and comprehensive catalog selection of science laboratory furniture.

**Cafeteria Furniture:** A complete and comprehensive catalog selection of cafeteria furniture.

**Early Childhood Furniture:** A complete and comprehensive catalog selection of early childhood furniture.

**Audio/Visual Furniture:** A complete and comprehensive catalog selection of audio/visual furniture.

**Art Instructional Furniture:** A complete and comprehensive catalog selection of art instructional furniture.

**Educational Office Furniture:** A complete and comprehensive catalog selection of educational office furniture.

**Music Furniture and Storage:** A complete and comprehensive catalog selection of music furniture and storage equipment including, but not limited to, music posture chairs, band stand, conductor systems, instrument storage and performance platforms.

**Career/Technical Education Furniture:** A complete and comprehensive catalog selection of career/technical education furniture.

**Auditorium/Theater Fixed Seating:** A complete and comprehensive catalog selection of auditorium/theater fixed seating and related furniture

**Related Products, Support Services and Solutions:** Related office interior products and design: Quick Ship", design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, and any other related products and services or solutions offered by the Company.

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), National Institute of Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), Business Institutional Furniture Manufacturers Association (BIFMA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

Additionally, applicable products must meet the following specific standards:

- a. ANSI/HFES and/or BSR/HFES (Human Factors Engineering of Computer Workstations)
- b. CPSIA 1303 or 16 C.F.R 1303 (Ban of Lead-Containing Paint)

## FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

- c. ANSI/BIFMA X5.1 (Office Seating), X5.4 (Lounge and Public Seating), X5.5 (Desk Products)
- d. X6.1 (Educational Furniture) and e3 (Furniture Sustainability Standard)
- e. California Air Resources Board (CARB) (Formaldehyde Emissions)
- f. California Proposition 65 (Lead and Other Toxic Substances)
- g. California Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation (BHFTI) (Technical Bulletin 117)

All Products offered must be new, unused, latest design and technology unless otherwise specified.

Orders for Products, delivery, assembly and installation shall be coordinated by the Office of Financed. Asset Management Division, Assistant Director of Finance Jimmy Rayan 312 603-0358.

All Products provided under this Contract that require assembly and installation shall be performed by the Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards. Company provided the names and addresses of each certified installer, see Exhibit C – Form 6.

All work must be performed according to the standards established by the terms, specifications, and drawings for each project and meet the manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project.

Coordinator concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.

EXHIBIT II  
SCHEDULE OF COMPENSATION

The Company's firm fixed percentage (%) discount off a manufacturer price list for each category for the life of the contract in the chart listed below.

Prices include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount.

The price for delivery is a fixed percentage discount is based on the delivery requirements below:  
Drop Ship: All deliveries shall be delivered to the site. County is responsible for unloading.  
inside Delivery: All deliveries shall be delivered to the site, unloaded and moved to designated area in the building. The Company is responsible for unloading.

The price for installation is based on the fixed percentage discount, fixed hourly rate, or an hourly rate range is based on the installation requirements below:

- a. Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- b. Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.
- c. Normal Hours: Normal hours are defined as 7:00 am – 5:00 pm local time. After Hours: After hours are defined as evenings, weekends and holidays.
- d. Pricing for installation and services such as design, project management, asset management,
- e. refurbishment, and other services are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for City and all Participating Public Agencies and/or by state.
- f. Design: Company has the capability to recommend and design appropriate layouts to fit the need of the City and Participating Public Agencies.

Project Management: Company has the ability to provide project management services to help City and Participating Public Agencies complete their projects on-time and within budget.  
Storage is priced at a fixed monthly rate range.

## 1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		ALL SERVICE OPTIONS
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Systems Furniture	Action Office® 1 & AO2 Panels (B)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR) (discontinued)	July 5, 2023					
Systems Furniture	Canvas Office Landscape® Private Office (FV)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Geiger Keyeira (HN)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture	Intent Solution (CF)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	July 5, 2023	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV) (discontinued)	July 5, 2023					
Systems Furniture - Ancillary	Accessories (8)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	C-Style Overhead Storage (CS)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture - Ancillary	Energy Distribution System (C)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Textile Pillows (PM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Textiles (HA)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Generic (R)	July 5, 2023	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Innovative Products (IP)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Systems Furniture - Ancillary	Keys & Locks (KA) (discontinued)	July 5, 2023					
Systems Furniture - Ancillary	Lighting (A)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Textiles (K)	July 5, 2023	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Global (Z3)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive Portfolio - CBS Products Extension (Z4)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Ambit (IH)	July 5, 2023	65.00%	63.00%	65.50%	63.50%	Negotiable
Freestanding Furniture	BassamFellows (BZ)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	July 5, 2023	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Cyclade Tables (F2)	July 5, 2023	41.50%	39.50%	43.00%	41.00%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	July 5, 2023	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Easton Seating and Tables (5Y, 5J)	July 5, 2023	47.00%	45.00%	47.00%	45.00%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	July 5, 2023	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclavé Performance Gear (EX)	July 5, 2023	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Domino Storage™ (DS)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable

## 1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000	\$100,001 - \$400,000	\$400,001 and Above		ALL SERVICE OPTIONS
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Freestanding Furniture	Geiger Eco™ Group (GF)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Levels® (HV)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (HI)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Triuna™ Collection (G2)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	July 5, 2023	43.00%	41.00%	45.00%	43.00%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	July 5, 2023	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Intersect® Portfolio (CP)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson Bed (NB)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	July 5, 2023	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Community Elements (JP)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Passport Work Table (IQ)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Link (IB)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Tables (IE)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Asari Chair (NU)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	July 5, 2023	37.25%	35.25%	38.25%	36.25%	Negotiable
Seating / Chairs	Betwixt Seating (LN)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Caper® Chair (WC)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Chadwick™ Modular Seating (V)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Comma Seating (WR)	July 5, 2023	48.00%	46.00%	50.00%	48.00%	Negotiable
Seating / Chairs	Cosm (FC)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	July 5, 2023	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Fuld (NE)	July 5, 2023	52.25%	50.25%	52.75%	50.75%	Negotiable

## 1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		ALL SERVICE OPTIONS
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Seating/ Chairs	Full Loop (IG)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	July 5, 2023	22.00%	20.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV) (discontinued)	July 5, 2023					
Seating / Chairs	Leeway (LA)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO) (discontinued)	July 5, 2023					
Seating / Chairs	Lino (MI)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	July 5, 2023	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	SAYL® (AV)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Verus (PI)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Vantum Gaming (XM)	July 5, 2023	29.60%	27.60%	30.60%	28.60%	Negotiable
Seating / Chairs	Whisk (HX) (discontinued)	July 5, 2023					
Seating / Chairs	Zeph (BA)	July 5, 2023	53.50%	51.50%	54.50%	52.50%	Negotiable
Soft Seating	American Leather (AM)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	July 5, 2023	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	HAY HM (2C)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Luva Modular Sofa Group (JA)	July 5, 2023	41.50%	39.50%	43.00%	41.00%	Negotiable
Soft Seating	Naughtone (NO)	July 5, 2023	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nelson Cube Sofa (ND)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Nemschoff	July 5, 2023	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Objects (AB)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Rapport (CM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Striad (SD)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Swoop™ (OA)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Wilkes Modular Sofa Group (MI)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	July 5, 2023	52.00%	50.00%	54.00%	52.00%	Negotiable

## 1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000	\$100,001 - \$400,000	\$400,001 and Above	ALL SERVICE OPTIONS		
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY		
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	July 5, 2023	52.00%	50.00%	54.00%	52.00%	Negotiable	
Filing Systems, Storage & Equipment	Meridian® Verticals (MV) (discontinued)	July 5, 2023						
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable	
Filing Systems, Storage & Equipment	Healthcare Bedside Cabinets (CD)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable	
Filing Systems, Storage & Equipment	OE1 Storage (JE)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable	
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2) (discontinued)	July 5, 2023						
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP) (discontinued)	July 5, 2023						
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A) (discontinued)	July 5, 2023						
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ) (discontinued)	July 5, 2023						
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage & Equipment	Tu® Storage (US)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage & Equipment	Tu® Towers (UT)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable	
OTHER RELATED PRODUCTS		PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable	
TW	Compass™ System (TW)	July 5, 2023	54.00%	52.00%	55.00%	53.00%	Negotiable	
Limited Product Lines	Design Within Reach	July 5, 2023						
D	Herman Miller for Healthcare Action Lab (D)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable	
SA	Herman Miller for Healthcare Carts (SA)	July 5, 2023	12.00%	10.00%	12.00%	10.00%	Negotiable	
OS	Living Office Hardware (OS) - does not include software/subscriptions	July 5, 2023	50.00%	50.00%	50.00%	50.00%	Negotiable	
CW	Magis® Alliance (CW) (discontinued)	July 5, 2023						
CH	Mora (CH)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable	
MN	Overlay (MN)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable	

<b>2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:</b>	
Basic Installation - Normal Hours	3% of List for seating products; 5% of List for all other products (Clinical Casework quoted)
Basic Installation - After Hours	See rates in option 2 below
Expanded Installation - Normal Hours	5% of List for seating products; 7% of List for all other products (Clinical Casework quoted)
Expanded Installation - After Hours	See rates in option 2 below
<b>OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:</b>	
Basic Installation - Normal Hours	See fixed % of Discount In Option 1 above
Basic Installation - After Hours	\$52.50 - \$86.75
Expanded Installation - Normal Hours	See fixed % of Discount In Option 1 above
Expanded Installation - After Hours	\$52.50 - \$86.75
Design	\$55.00 - \$78.75
Project Management	\$55.00 - \$89.25
Asset Management	\$55.00 - \$89.25
Installation/Reconfiguration of existing product	\$40.00 - \$65.00
Strategic Planning Services	\$100 - \$157.50
Occupancy Planning/CAD Drafter	\$60.00 - \$89.25
Build-Out Project Mgt. Services	\$90.00 - \$115.50
FFE Mgt. Services	\$90.00 - \$115.50
Performance Environments	To be Quoted
RePurpose Program	To be Quoted - Herman Miller will work with the customer to determine the best product disposition via our repurpose program

**Note:**

1. **Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery**, price includes All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.
3. **Basic Installation**, price includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. **Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Installation & Delivery Services:**

The service option product discounts 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.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- Service work 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 commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.
- Travel expenses will be quoted extra

**Additional Charges May Apply For:**

- 1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.
- 2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
  - *Major Metro Markets include large population centers and urban environments.*
- 3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value
- 4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value
- 5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.
- 6) Local Prevailing Wage and/or Union Labor Rates
- 7) Mora, Compass, and CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.
  - 8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

*Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*

*NTE = Not To Exceed*

EXHIBIT III

ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

**OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**

**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

EXHIBIT IV

BOARD APPROVAL LETTER



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Text

---

**File #:** 23-2273, **Version:** 1

---

### PROPOSED CONTRACT

**Department(s):** Department of Capital Planning and Policy

**Vendor:** Herman Miller, Inc., Zeeland, Michigan

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

**Good(s) or Service(s):** Furniture, Installation, and Related Products & Services

**Contract Value:** \$5,000,000.00 \$6,000,000.00

**Contract period:** 11/1/2023 - 12/31/2024 with two (2), one (1) year renewal options

**Potential Fiscal Year Budget Impact:** FY 2023 \$1,000,000.00, FY 2024 \$2,000,000.00, FY2025 \$2,000,000.00, FY2026 \$1,000,000.00

**Accounts:** 11569.1031.11190.560105/7.00000.00000 (Capital Improvement Program)

**Contract Number(s):** 2306-01302

**Concurrences:**

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Partial MBE waiver and Full WBE waiver.

The Chief Procurement Officer concurs.

**Summary:** The Department of Capital Planning and Policy requests authorization for the Chief Procurement Officer to enter into and execute a contract with Herman Miller, Inc. for Furniture, Installation and Related Products & Services.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Herman Miller, Inc. was previously awarded a contract by the City of Charlotte, North Carolina through a Request for Proposal (RFP). Cook County wishes to leverage this procurement effort.

10/18/2023	1	Asset Management Committee	accept as amended	Pass
9/21/2023	1	Board of Commissioners	refer	Pass

EXHIBIT V

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<input type="checkbox"/>	<b>OCPO ONLY:</b>
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	2306-01302	Date:	11/30/23
Total Bid or Proposal Amount:	\$6,000,000	Contract Title:	Furniture, Installation and Related Services
Contractor:	Herman Miller, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute:	Space Continuum LLC
Authorized Contact for Contractor:	Jay Lanenga	Authorized Contact for Subcontractor/Supplier/	John B Johnson Subconsultant:
Email Address (Contractor):	Jay.Lanenga@millerknoll.com	Email Address (Subcontractor):	jgjohnson@spacecontinuumllc.com
Company Address (Contractor):	855 East Main, Ave.	Company Address (Subcontractor):	718 W 18th Street Unit 1
City, State and Zip (Contractor):	Zeeland, MI 494646	City, State and Zip (Subcontractor):	Chicago, IL 60616
Telephone and Fax (Contractor):	616 654-2000	Telephone and Fax (Subcontractor):	312 888-3163
Estimated Start and Completion Dates (Contractor):	December 1, 2023	Estimated Start and Completion Dates (Subcontractor):	December 31, 2024

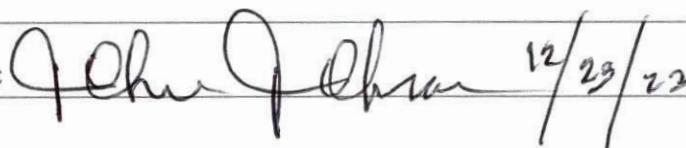
**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Works with the Client on Furniture selection and manages ordering process	9-25% of contract value

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor

Space Continuum LLC

 12/23/22

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<input type="checkbox"/>	<b>OCPO ONLY:</b>
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2306-01302	Date: 11/30/23
Total Bid or Proposal Amount: \$6,000,000	Contract Title: Furniture, Installation and Related Services
Contractor: Herman Miller, Inc.	Subcontractor/Supplier/ Subconsultant to be      Corpore Concepts, Inc. added or substitute:
Authorized Contact for Contractor: Jay Lanenga	Authorized Contact for Subcontractor/Supplier/ Ryan Zerante Subconsultant:
Email Address (Contractor): Jay.Lanenga@millerknoll.com	Email Address (Subcontractor): rzerante@corpconc.com
Company Address (Contractor): 855 East Main, Ave.	Company Address 500 Waters Edge, Suite 200 (Subcontractor):
City, State and Zip (Contractor): Zeeland, MI 494646	City, State and Zip Lombard, IL 60148 (Subcontractor):
Telephone and Fax (Contractor): 616 654-2000	Telephone and Fax 630-691-8800 (Subcontractor):
Estimated Start and Completion Dates December 1, 2023 (Contractor):	Estimated Start and Completion Dates December 31, 2024 (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Works with the Client on Furniture selection and manages ordering process	75% of contract value

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

\_\_\_\_\_  
 Contractor  
 Corporate Concepts, Inc.

\_\_\_\_\_  
 Ryan Zerante  Digitally signed by Ryan Zerante  
 Date: 2023.12.21 15:46:32 -06'00'

EXHIBIT VI

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**TARA STAMPS  
1st DistrictDENNIS DEER  
2nd DistrictBILL LOWRY  
3rd DistrictSTANLEY MOORE  
4th DistrictMONICA GORDON  
5th DistrictDONNA MILLER  
6th DistrictALMA E. ANAYA  
7th DistrictANTHONY J. QUEZADA  
8th DistrictMAGGIE TREVOR  
9th DistrictBRIDGET GAINER  
10th DistrictJOHN P. DALEY  
11th DistrictBRIDGET DEGNEN  
12th DistrictJOSINA MORITA  
13th DistrictSCOTT R. BRITTON  
14th DistrictKEVIN B. MORRISON  
15th DistrictFRANK J. AGUILAR  
16th DistrictSEAN M. MORRISON  
17th District

## OFFICE OF CONTRACT COMPLIANCE

**Nicole Mandeville**

DIRECTOR

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

December 4, 2023

Mr. Raffi Sarrafian  
Chief Procurement Officer  
161 N. Clark Street Suite 2300  
Chicago, IL 60601

Re: Contract No.: 2306-01302  
Furniture Installation and Related Products and Services (Piggyback)  
Capital Planning

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Herman Miller, Inc.  
Contract Value: \$6,000,000.00  
Contract Goal: 25% MBE, 10% WBE

MBE/WBE	Status	Certifying Agency	Commitment (Direct)*
Space Continuum	MBE AA M	City of Chicago	9%
			9%

Full 10% WBE Waiver and Partial 16% MBE Waiver Granted: Due to lack of sufficient qualified MBE's and/or WBEs capable of providing the goods or services required by the contract.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jeanetta Cardine  
Contract Compliance Deputy Director

JC/db

## **MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance))

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II. Direct Participation of MBE/WBE Firms       Indirect Participation of MBE/WBE Firms**

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Space Continuum LLC

Address: 718 W. 18th Street, Unit 1, Chicago IL 60616

E-mail: jgjohnson@spacecontinuumllc.com

Contact Person: John G. Johnson Phone: (312) 883-3163

Dollar Amount Participation: \$ 540,000

Percent Amount of Participation: 9% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Space Continuum LLC

Contact Person: John G. Johnson

Address: 718 W. 18th Street, Unit 1

City/State: Chicago, IL Zip: 60616

Phone: (312) 888-3163 Fax: \_\_\_\_\_

Email: jgjohnson@spacecontinuumllc.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor(s): Metro Facility Service Inc./Systems Unlimited Inc.

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Project Management, Furniture Delivery, Furniture Installation, and Related Services

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
\$540,000 for this contract, 9% of \$6,000,000 contract value,

Payment due within 30 days after receipt of invoice

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

John G. Johnson  
Signature (M/WBE)

John G. Johnson

Print Name

Space Continuum LLC

Firm Name

11/24/23

Date

Subscribed and sworn before me

this 24<sup>th</sup> day of November, 2023.

Notary Public

OFFICIAL SEAL  
NIKKI V GAMBLE NOBLE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 09/12/24

SEAL

Sarah VanEyck  
NOTARY PUBLIC, STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires 03-30-2029  
Acting in the County of Ottawa

SEAL

Revised: 1/29/14



**DEPARTMENT OF PROCUREMENT SERVICES**

**CITY OF CHICAGO**

**MAR 24 2020**

John Johnson  
Space Continuum, LLC  
2150 S. Canalport, Suite 2C - 12  
Chicago, IL 60608

**RE: Change in NAICS Codes**

Dear Mr. Johnson:

We are pleased to inform you that we have updated your certification to properly reflect your firm's NAICS codes. **Space Continuum, LLC** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/01/2024**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/01/2020, 11/01/2021, 11/01/2022 and 11/01/2023**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/01/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/01/2024**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754)**.

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**423210 – Office Furniture Merchant Wholesalers**

**541420 – Furniture Design Consulting Services**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise, and Business Enterprises Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews  
Chief Procurement Officer

SEA/cm

**PETITION FOR PARTIAL OR FULL WAIVER – FORM 3**

**Bidder/Proposer:** Herman Miller Inc.

**Contract No./Title:** 2306-01302

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER

PARTIAL MBE WAIVER

FULL WBE WAIVER

PARTIAL WBE WAIVER

FULL DBE WAIVER

PARTIAL DBE WAIVER

**B. REASON FOR PARTIAL/FULL WAIVER REQUEST:**

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

## **GOOD FAITH EFFORT TRANSPARENCY REPORT**

**C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)**  
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
- b. When the Bidder/Proposer contacted the PCE(s);
- c. When the Bidder/Proposer formulated its bid and utilization plan; and
- d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
  - a. Dates of each contact attempt for each contacted PCE;
  - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
  - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
  - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

## **Petition for Full WBE Waiver Good Faith Efforts**

MillerKnoll does not currently have an authorized dealer partner that is certified as a WBE by Cook County or by the City of Chicago.

MillerKnoll's lead dealer partner for this contract, Corporate Concepts, is certified as a WBE by the Women's Business Enterprise National Council (WBENC). Corporate Concepts is also certified as a WBE by the State of Illinois under the Business Enterprise Program.

There are barriers, specifically owner net worth, that preclude Corporate Concepts from becoming certified as a WBE by Cook County or the City of Chicago.

MillerKnoll has reviewed the WBE Certification Directory provided by Francisco Garcia, Compliance Cook County.

- Phoenix Woodworking Corporation does not provide the types of modular furniture products required under these contracts.
- Miller Knoll has contacted the other WBE firms with results as follows:

### American Filing Solutions

Date of Call – 6/7/2023

Time of Call – 8:49 AM

Spoke To – Sri Rao

Designation - WBE

American Filing Solutions (AFS) specializes in Mobile Filing Systems and Shelf Storage. They have been in business for 24 years. They are an authorized dealer for Global and Hon which is a barrier to participation. Companies selling those products are not able to sell MillerKnoll products per MillerKnoll policy. AFS does not have current capability to specify MillerKnoll and have not done so in the past. There is significant concern with their ability to project manage and install large systems and private office projects with products they have no prior experience with. Based on these factors they are not a viable option for supporting MillerKnoll on the piggyback contracts.

### Hallagan Office Supplies

Date Called – 6/7/2023

Time Called – 9:21 AM

Spoke To – Joan Hallagan

Designation - WBE

Hallagan Office Supplies does not sell any sort of office furniture. They focus exclusively on office supplies and equipment such as printers. These products are not typically included in an FF&E package or if they are, they are minimally required. Based on their lack of experience with modular office furniture of the types to be procured under the piggyback contracts, there is no viable path for them to be a WBE partner.

### Nova Stationers DBA/Meadows Office Supplies

Date of Call – 6/7/2023

Time of Call – 9:30 AM

Spoke To – Zachery Wong

Designation – WBE/MBE

Nova Stationers does carry a limited scope of office furniture but primarily focuses on office supplies. They offer a private label furniture line, but it is all preconfigured and ordered directly by their customers on their web site. They do not have any experience working in the contract furniture industry and are not a full-service furniture dealer. Nova Stationers does not do large scale furniture projects and does not have the team necessary to manage modular furniture projects of any size and scope. Given MillerKnoll's ultimate accountability for the modular furniture products and services under the piggyback contract, we do not feel Nova Stationers is able to provide any effective service support, and are therefore not a viable WBE partner.

### Tribune Products Company

Date of Call – 6/7/2023

Time of Call – 9:43 AM

Spoke To – Jeff Day

Designation – WBE/MBE

Tribune Products Company is family owned and has been in business since 1979. They are an authorized dealer for Global and Hon, do limited work with Teknion, and represent the Evolve Furniture Group for systems furniture requirements. As previously stated, there is a barrier to

participation. Companies selling Global, Hon and Teknion products are not able to sell MillerKnoll products per MillerKnoll policy.

According to Jeff Day, Tribune Products Company focuses on small to medium size projects and does not get involved in the 300 – 400 station/private office projects expected under this contract. They don't have an in-house design team experienced with use of Giza or CAD for specifying furniture. While they do have some extremely limited capabilities in the contract furniture arena, their current lack of knowledge/experience with MillerKnoll products and with the specification tools utilized by MillerKnoll precludes them from being able to provide services under these contracts. We estimate there would be a minimum 12- 18 month training period required to bring the Tribune team to a level of competency where they could be an effective partner. Tribune Products Company is not a viable WBE partner for MillerKnoll. However, Corporate Concepts can continue to explore the potential to partner with this WBE certified firm as an indirect participant in the future.

**For these reasons, MillerKnoll is requesting a full waiver for WBE Participation for this contract.**

## **Petition for Partial MBE Waiver Good Faith Efforts**

Due to Cook County's intention to issue purchase orders directly to Herman Miller and to Knoll rather than through our dealer partners, the value of the furniture being purchased will not count toward the MBE goal. Only the value of services to receive, deliver and install furniture and/or the value of project management services that are subcontracted by MillerKnoll to our MBE dealer partner (Space Continuum LLC) will count toward the MBE goal.

The example below shows how the change in order methodology impacts the MBE participation:

### **Originally proposed Order Methodology/Money Flow Model – Cook County issues PO to Herman Miller Dealer**

This is an example using a \$100,000 order to Space Continuum for Herman Miller furniture and furniture related services.

- Cook County issues a \$100,000 order directly to Space Continuum
  - \$90,000 worth of Herman Miller furniture
  - \$10,000 worth the services (Receive, Deliver and Install (RDI) and project management)
- Space Continuum purchases \$90,000 of furniture from Herman Miller
- Space Continuum invoices Cook County for \$100,000

- Space Continuum pays Herman Miller \$90,000 for the furniture
- Space Continuum keeps \$10,000 for the RDI and project management services
- MBE participation is 100% of project (contract) value

Cook County recently determined they are unable to place the orders directly with our MBE partner, and instead, must place orders directly with the contract holder. Using the same example as above, the money flow changes significantly.

#### **Revised Order Methodology/Money Flow Model – Cook County issues P.O. directly to Herman Miller**

This is an example using a \$100,000 order to MillerKnoll for Herman Miller furniture and furniture related services.

- Cook County issues a \$100,000 order to Herman Miller
  - \$90,000 worth of Herman Miller furniture
  - \$10,000 worth the services (Receive, Deliver and Install (RDI) and project management)
- Space Continuum enters a \$100,000 order (\$90,000 of Herman Miller furniture and \$10,000 in Space Continuum services)
- Herman Miller invoices Cook County for \$100,000
- Herman Miller keeps \$90,000 for the furniture
- Herman Miller pays Space Continuum \$10,000 for the RDI and project management services
- MBE participation is 10% of project (contract) value.

The value of services relative to the value of furniture is a variable on every project. Product mix and project complexity plays a significant role in determining that ratio. However, project services are not typically 25% of the value of a furniture procurement. Without specific information about the projects ahead and the factors such as project phasing, site conditions, access to freight elevators, normal business hour installation vs. after hours installation etc. that can greatly impact cost of services, our best estimate is that project services will be approximately 9% of the furniture value. We therefore estimate that MillerKnoll can achieve 9% MBE participation through subcontracted services.

**Based on the change in order methodology, MillerKnoll is requesting a partial waiver for MBE participation, specifically, a reduction from 25% to 9% MBE participation.**

We have taken a more conservative approach to estimating the achievable MBE participation percentage since there is no existing data to use for that purpose. Once such data becomes available, we can re-evaluate our MBE participation and adjust the percentage based on historical information. Until then, we believe 9% is the maximum commitment that MillerKnoll can make for this contract.

## **GOOD FAITH EFFORT TRANSPARENCY REPORT**

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

DocuSigned by:  
 **Jay Lanenga** Senior Director of Contracts September 7, 2023 | 2:24 PM ED  
D96B69CE6D14447  
Signature and Title of Bidder/Proposer Title Date

CONTRACT NO. 2306-01302  
FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

EXHIBIT VII

EVIDENCE OF INSURANCE



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	<b>CONTACT NAME:</b> Carolyn Schultz	<b>FAX (A/C, No):</b> 616-233-0923
	<b>PHONE (A/C, No, Ext):</b> 616-233-0910	
	<b>E-MAIL ADDRESS:</b> carolyn.schultz@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> The Travelers Indemnity Company of CT	<b>NAIC #</b> 25682
	<b>INSURER B :</b> Everest National Insurance Company	10120
<b>INSURED</b> Herman Miller, Inc. 855 E Main Ave. Zeeland, MI 49464	HERMMIL-02	<b>INSURER C :</b> Standard Fire Insurance Company
		<b>INSURER D :</b>
		<b>INSURER E :</b>
		<b>INSURER F :</b>

## COVERAGES

**CERTIFICATE NUMBER:** 230395121

---

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF THIS POLICY. LIMITS OWNED MAY HAVE BEEN REDUCED BY PRIOR POLICIES.														
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	X	COMMERCIAL GENERAL LIABILITY		Y	HC2EGLSA9P53026ATCT23		6/1/2023	6/1/2024	EACH OCCURRENCE					
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)					
									\$ 1,000,000					
									MED EXP (Any one person)					
									\$ Excluded					
									PERSONAL & ADV INJURY					
									\$ 1,000,000					
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE					
A		POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$ 4,000,000					
		OTHER:							PRODUCTS - COMP/OP AGG					
									\$ 2,000,000					
									\$					
									\$					
A	AUTOMOBILE LIABILITY				Y	HC2ECAP9P530258TCT23		6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)				
	X	ANY AUTO								\$ 5,000,000				
		OWNED AUTOS ONLY		SCHEDULED AUTOS						BODILY INJURY (Per person)				
	X	HIRED AUTOS ONLY			X	NON-OWNED AUTOS ONLY				\$				
										BODILY INJURY (Per accident)				
										PROPERTY DAMAGE (Per accident)				
B	X	UMBRELLA LIAB		X	OCCUR		XC8CU00048231	6/1/2023	6/1/2024	EACH OCCURRENCE				
		EXCESS LIAB			CLAIMS-MADE					\$ 1,000,000				
										AGGREGATE				
		DED	X	RETENTION \$ 10,000						\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y / N N N / A	UB4T50865923NCT		6/1/2023	6/1/2024	X PER STATUTE				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									OTH-ER				
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. EACH ACCIDENT				
										\$ 1,000,000				
										E.L. DISEASE - EA EMPLOYEE				
										\$ 1,000,000				
										E.L. DISEASE - POLICY LIMIT				
										\$ 1,000,000				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Charlotte, Cook County, its officials, employees and agents are shown as additional insured solely with respects to General Liability coverage per form CG D4 11 (designated person or organization) and Automobile Liability form CA T4 74 as evidenced herein as required by written contract with respect to work performed by the named insured. Coverage is on a Primary Non-Contributory basis for General Liability per form CG T1 00 02 19. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

## CERTIFICATE HOLDER

## CANCELLATION

Cook County  
118 North Clark Street, Room 1020  
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Neil Hill

EXHIBIT VIII

S.

ECONOMIC DISCLOSURE STATEMENT ("EDS")

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

#### C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3****REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name  
N/A

Address

---

---

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes:  No:

b) If yes, list business addresses within Cook County:

---

---

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

NA

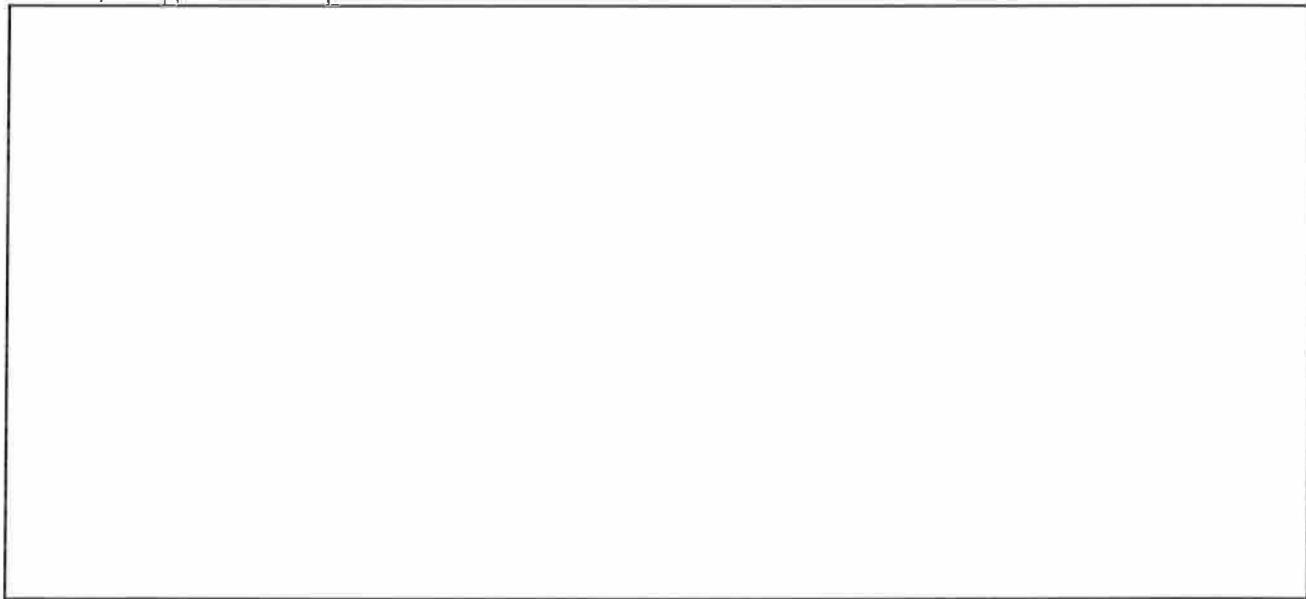
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:



If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

**"Applicant"** means any Entity or person making an application to the County for any County Action.

**"County Action"** means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

**"Person" "Entity" or "Legal Entity"** means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name MillerKnoll, Inc.

D/B/A: Herman Miller, Inc. FEIN # Only: 380837640

Street Address: 855 East Main Avenue

City: Zeeland State: MI Zip Code: 49464-1366

Phone No.: (616) 654-3000 Fax Number: (616)654-8278 Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
BlackRock, Inc.	55 East 52nd Street New York, NY 10055	16.3%
The Vanguard Group, Inc.	100 Vanguard Blvd. Malvern, PA 19355	10.74%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attached			

**Declaration (check the applicable box):**

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

MillerKnoll, Inc.

Name of Authorized Applicant/Holder Representative (please print or type)

Jay Lanenga  
D96B89CE6D14447  
Signature

jay\_lanenga@millerknoll.com

E-mail address

Subscribed to and sworn before me  
this 16 day of June, 2023

x Erin K. Molenhouse  
Notary Public Signature

Director of Commercial Contracts

Title

June 16, 2023 | 2:18 PM EDT

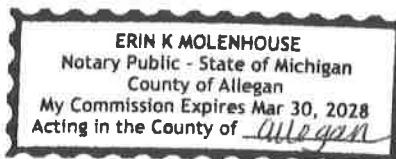
Date

(616)654-3897

Phone Number

My commission expires: March 30, 2028

Notary Seal



## **MillerKnoll Board of Directors**



**Mary Vermeer Andringa**  
**Chair of the Board, Vermeer**  
Since 2015  
**Year first became a director**  
1999  
**Year term expires**  
2023



**David Brandon**  
**Chairman and Chief Executive Officer, Toys"R"Us, Inc.**  
From 2015 to 2018  
**Year first became a director**  
2011  
**Year term expires**  
2024



**Douglas D. French**  
**Managing Director, Sante Health Venture**  
Since 2007  
**Year first became a director**  
2002  
**Year term expires**  
2024



**John R. Hoke III**  
**Vice President, Chief Design Officer, Nike, Inc.**  
Since 2010  
**Year first became a director**  
2005  
**Year term expires**  
2024



**Lisa Kro**  
**Chief Financial and Administrative Officer at Ryan Companies US, Inc.**  
Since 2019  
**Year first became a director**  
2012  
**Year term expires**  
2022



**Heidi Manheimer**  
**Independent Consultant**  
Since 2015  
**Year first became a director**  
2014  
**Year term expires**  
2024



**Candace Matthews**  
**Chief Reputation Officer, Amway**  
Retired 2019  
**Year first became a director**  
2020  
**Year term expires**  
2023



**Andrea (Andi) Owen**  
**President and Chief Executive Officer, MillerKnoll, Inc.**  
Since 2018  
**Year first became a director**  
2018  
**Year term expires**  
2023



**Mike Smith**

**General Partner and co-founder, Footwork**

Since 2021

**Year first became a director**

2019

**Year term expires**

2022



**Mike R. Smith**

**Executive Vice President and Chief Financial Officer, McCormick & Company, Inc.**

Since 2016

**Year first became a director**

2021

**Year term expires**

2024



**Michael A. Volkema**

**Chairman of the Board, MillerKnoll, Inc.**

Since 2000

**Year first became a director**

1995

**Year term expires**

2022



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew

- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law

- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Halfbrother
- Halfsister

**COOK COUNTY BOARD OF ETHICS**  
**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

---

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: MillerKnoll, Inc.d/b/a Herman Miller, Inc

Address of Person Doing Business with the County: 855 East Main Ave, Zeeland, MI 49464

Phone number of Person Doing Business with the County: 616-654-3897

Email address of Person Doing Business with the County: Jay\_Lanenga@millerknoll.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
Jay Lanenga Director Of Commercial Contracts 855 East Main Avenue, Zeeland MI 49464-1366

(616)654-3897 jay\_lanenga@millerknoll.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

2306-01301

The aggregate dollar value of the business you are doing or seeking to do with the County: \$6000000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Hermine Wise, Contract Negotiator, Office of the Chief Procurement Officer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Tamas Kutas, Assistant Director Department of Capital Planning and Policy

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS**  
**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

**NA**

*If more space is needed, attach an additional sheet following the above format.*

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

**NA**

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

**NA**

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County  <b>NA</b>	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County  <b>NA</b>	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Employee of Business Entity Directly Engaged in Doing Business with the County  <b>NA</b>	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

6/21/23

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountylil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

## SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

## I. Contract Information:

2306-01302

Contract Number:

County Using Agency (requesting Procurement):

Department of Planning and Policy

## II. Person/Substantial Owner Information:

Person (Corporate Entity Name):

MillerKnoll, Inc. d/b/a Herman Miller, Inc.

Substantial Owner Complete Name:

FEIN# 380837640

E-mail address:

Street Address: 855 East Main Avenue

Zeeland

State:

MI

Zip: 49464-1366

## III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

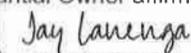
No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner <sup>has signed by</sup> affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:



D90B09CE0D14447

Date: June 16, 2023 | 2:18 PM EDT

Name of Person signing (Print): Jay Lanenga

Title: Director of Commercial Contracts

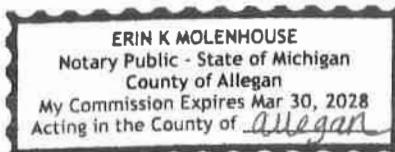
Subscribed and sworn to before me this 16 day of June, 2023



Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



## SECTION 5

## CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

## Execution by Co

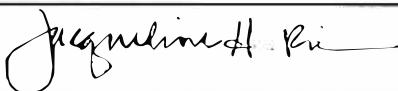
MillerKnoll, Inc. d/b/a Herman Miller Inc.



Corporation's Name

616-654-2000

Telephone



Secretary Signature

President's Printed Name and Signature

Andi Owen

Andi\_Owen@millerknoll.com

Email

6/23/2023

Date

## Execution by LLC

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

## Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

## Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

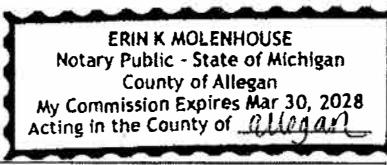
Telephone and Email

Subscribed and sworn to before me this  
23<sup>rd</sup> day of June, 2023.



Notary Public Signature

My commission expires:



Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6**  
**COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS  
HEREBY EXECUTED BY:

**Raffi Sarrafiān**

Digitally signed by Raffi Sarrafiān  
Date: 2024.04.16 13:04:59 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

*James Beligratis*

Assistant State's Attorney  
(Required on contracts over \$1,000,000)

March 19, 2024

Date

**CONTRACT TERM & AMOUNT**

2306-01302

Contract#

November 1, 2023 to December 31, 2024

Two (2), One (1) year renewal options.

Original Contract Term

Renewal Options (If Applicable)

\$6,000,000.00

Contract Amount

October 19, 2023

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**OCT 19 2023**

**COM**

CONTRACT NO. 2306-01302  
FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

ATTACHMENT 1

REFERENCE CONTRACT-CITY OF CHARLOTTE, NORTH CAROLINA

REFERENCE CONTRACT NO. 0200006022

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT TO PROVIDE  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this 1st day of January 2020 (the "Effective Date"), by and between Herman Miller, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2019-105) for Furniture, Installation, and Related Products and Services dated June 19, 2019. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the City desires that the Company provide certain Furniture, Installation, and Related Products and Services ("Products") and ("Services"), and the Company desires to provide such Products/Services; and

**WHEREAS**, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

**WHEREAS**, the City on behalf of itself and any other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for public benefit that elect to access the Contract (a "Participating Public Agency"), competitively solicited and awarded the Contract to the Company. The City has designated OMNIA Partners as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Principal Procurement Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries and distributors) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Principal Procurement Agencies' Contract. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

**CONTRACT**

- 1. EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Contract. With the exception of Exhibit D (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit D and the main body

of this Contract or any other Exhibit to this Contract, the language of Exhibit D shall prevail. Each reference to Herman Miller, Inc. in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICING SHEET

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: PROPOSAL RESPONSE FORMS

EXHIBIT D: FEDERAL CONTRACT TERMS AND CONDITIONS

**2. DEFINITIONS.** This section may include, but not be limited to, terms defined in Section 2 of the RFP.

**3. DESCRIPTION OF PRODUCTS AND SERVICES.**

- 3.1. The Company shall be responsible for providing the Products and Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.
- 3.2. The Company shall perform the Services on site at the City's facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

**4. COMPENSATION.**

4.1. **TOTAL FEES AND CHARGES.**

The City agrees to pay the Company a fixed price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. **NO EXPENSES CHARGEABLE.**

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. **EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.** The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. **INVOICES.** Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov).

4.5. **DUE DATE OF INVOICES.** Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. **PRE-CONTRACT COSTS.** The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. **AUDIT.** During the term of this Contract and for a period of one (1) year after termination of

this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **TIME IS OF THE ESSENCE.** The Company shall meet all performance schedules in accordance with the milestones and any delivery date or any other agreed timetable as set forth in this Contract. In the event of delay in the performance of the Agreement, the Parties shall mutually agree on the new timelines for the completion of timetable in accordance with the terms of this Contract.
6. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non- appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract. City shall pay all costs due to Company for work completed in the fiscal year for which the funds were appropriated.
7. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
  - 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
  - 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
  - 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
  - 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Products/Services, and status reporting;
  - 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
  - 7.6. Communication among and between the City and the Company's staff;
  - 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
  - 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Products/Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
  - 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
  - 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Products/Services.

- 8. CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Products/Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.
- 9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.
- 10. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.**
  - 10.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Products/Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.
- 11. BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

**12. ACCEPTANCE OF TASKS AND DELIVERABLES.** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (i) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (ii) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

**13. NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Furniture, Installation, and Related Products and Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

**14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date.

**15. REPRESENTATIONS AND WARRANTIES OF COMPANY.**

**15.1. GENERAL WARRANTIES.**

- 15.1.1. The Products/Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 15.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

- 15.1.3. All Products provided and Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and Services shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 15.1.4. Neither the Products/Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 15.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to provide Products and perform the Services described or referenced in Exhibit B;
- 15.1.6. All information provided by the Company about each Company employee is accurate; and
- 15.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.

15.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:

- 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
- 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
- 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

## **16. OTHER OBLIGATIONS OF THE COMPANY.**

- 16.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to providing Products and performing Services on the City's premises.
- 16.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 16.3. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same

level of functionality that they possessed prior to the Company's action.

- 16.4. **REGENERATION OF LOST OR DAMAGED DATA.** With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 16.5. **NC E-VERIFY REQUIREMENT.** The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 16.6. **NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL.** Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

## **17. REMEDIES.**

- 17.1. **RIGHT TO COVER.** If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
  - a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Products/Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
  - b. Deduct any and all expenses incurred by the City in obtaining or performing the Products/Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the products/services exceed the amount due the Company, collect the amount due from the Company.
- 17.2. **RIGHT TO WITHHOLD PAYMENT.** If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 17.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.** The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Products/Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 17.4. **SETOFF.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

17.5. **OTHER REMEDIES.** Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

**18. TERM AND TERMINATION OF CONTRACT.**

18.1. **TERM.** This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.

18.2. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Products provided and Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the Products received and the number hours of Services rendered through the termination date and the percentage of completion of each task.

18.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to provide the Products and perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

18.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the mutually agreed completion date;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

18.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

18.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

18.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.

18.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Contract.

18.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

18.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 19 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

**19. TRANSITION PRODUCTS/SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products/Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Products/Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but

shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Products/Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Products/Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

**20. CHANGES.** In the event changes to the Products/Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Products/Services and time for delivery and completion of the Products/Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

**21. CITY OWNERSHIP OF WORK PRODUCT.**

- 21.1. The parties agree that all pre-existing intellectual property rights in all materials, documentation, and Products pre-existing at the Effective Date remain the property of the originating party and that all intellectual property rights are not contemplated under this agreement but instead shall be addressed and governed by a separate development agreement to the extent applicable.
- 21.2. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except

that contemplated by the Contract.

**22. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**23. INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term “Indemnitees” means the City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

**24. SUBCONTRACTING.** Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

**25. CONFIDENTIAL INFORMATION.**

25.1. **CONFIDENTIAL INFORMATION.** Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being

secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- 25.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*
- 25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 25.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 25.1.5. *Citizen or employee social security numbers collected by the City.*
- 25.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems.* This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 25.1.8. *Any attorney / City privileged information disclosed by either party.*
- 25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (i) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (ii) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one (1) year prior to the date of this Contract.

- 25.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
  - 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.

- 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
- 25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

25.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

- 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
- 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
- 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
- 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
- 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

25.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

25.5. **REMEDIES.** The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

**26. INSURANCE.**

26.1. **TYPES OF INSURANCE.** The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

- 26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- 26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
- 26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not provide any Products or commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to provide any Products or commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

26.2. **OTHER INSURANCE REQUIREMENTS.**

- 26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 26.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina

Department of Insurance shall be furnished to the City.

26.2.5. If any part of the Products/Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

**27. COMMERCIAL NON-DISCRIMINATION.** As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (i) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (ii) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

**28. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For the Company:</b>	<b>For the City:</b>
Zach Ziegler	Kay Elmore
Herman Miller, Inc.	City of Charlotte
855 E. Main	City Procurement
Zeeland, MI 94964	600 East Fourth Street, 9 <sup>th</sup> Floor
	Charlotte, NC 28202
Phone: 616-654-8843	Phone: 704-336-2524
Fax:	Fax: 704-632-8252
E-mail: <a href="mailto:Preston_Ziegler@hermanmiller.com">Preston_Ziegler@hermanmiller.com</a>	E-mail: <a href="mailto:kelmore@charlottenc.gov">kelmore@charlottenc.gov</a>

<b>With Copy To:</b>	<b>With Copy To:</b>
Greg Cass	Adam Jones
Herman Miller, Inc.	City of Charlotte
855 E. Main	City Attorney's Office
Zeeland, MI 94964	600 East Fourth Street, 15 <sup>th</sup> Floor
	Charlotte, NC 28202
Phone: 201-341-1005	Phone: 704-336-3012
E-mail: <a href="mailto:greg_cass@hermanmiller.com">greg_cass@hermanmiller.com</a>	E-mail: <a href="mailto:amjones@charlottenc.gov">amjones@charlottenc.gov</a>

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

## **29. MISCELLANEOUS.**

- 29.1. **ENTIRE AGREEMENT.** This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 29.2. **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 29.3. **GOVERNING LAW AND JURISDICTION.** The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 29.4. **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 29.5. **CITY NOT LIABLE FOR DELAYS.** It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any

cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

29.6. **FORCE MAJEURE.**

- 29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.
- 29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

29.7. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29.8. **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.

29.9. **APPROVALS.** All approvals or consents required under this Contract must be in writing.

29.10. **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

29.11. **SURVIVAL OF PROVISIONS.** The following sections of this Contract shall survive the termination hereof:

Section 4.3 "Employment Taxes and Employee Benefits"  
Section 15 "Representations and Warranties of Company"  
Section 18 "Term and Termination of Contract"

Section 21 "City Ownership of Work Product"  
Section 23 "Indemnification"  
Section 25 "Confidential Information"  
Section 26 "Insurance"  
Section 28 "Notices and Principal Contacts"  
Section 29 "Miscellaneous"

29.12. **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

29.13. **DRAFTER'S PROTECTION.** Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

29.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

29.15. **CONFLICT OF INTEREST.** The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.

29.16. **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.

29.17. **HARASSMENT.** The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

29.18. **TRAVEL UPGRADES.** The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.

29.19. **TAXES.** Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the

Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

29.20. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

29.21. **PRE-AUDIT.** No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

**HE MAN M ILR, I**

**BY. c c.**  
(signature)

**PRINT NAME: Sy l-l'\etJ''**

**TITLE: Di...,Jo, Of C,1-J,...,c.fs:**

**DATE: 12-/jo/r''**

**CITY OF CHARLOTTE:**

**CITY M GER'S OFFICE**

**BY: LL lJ-d g.Q**

(signature)

**, N**

DATE,

**1 J to/J-0**

**- I - L**

**EXHIBIT A – PRICING SHEET**

## 1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Caper® Chair (WC)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Celle® Chair (TR)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Chadwick™ Modular Seating (V)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Cosm (FC)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	September 3, 2019	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV)	September 3, 2019	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Lino (MI)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	SAYL® (AV)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Verus (PI)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Leeway (LA)	September 3, 2019	51.00%	49.00%	51.00%	49.00%	Negotiable

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			\$1 - \$100,000	\$100,001 - \$400,000	\$400,001 and Above		
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Soft Seating	HAY HM (2C)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	naughtone (NO)	September 3, 2019	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nemschoff	January 7, 2019	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	September 3, 2019	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Striad (SD)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Lateral (MF)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Lateral (UL)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	September 3, 2019	54.00%	52.00%	55.00%	53.00%	Negotiable
D	Herman Miller for Healthcare Action Lab (D)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	September 3, 2019	12.00%	10.00%	12.00%	10.00%	Negotiable
CH	Mora (CH)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	September 3, 2019	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
CW	Magis® Alliance (CW)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable

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

Purchase order and payment are issued directly to the local authorized Herman Miller dealer.

Payment Terms are Net 30 or as negotiated with the local authorized Herman Miller dealer.

Deposit requirements and progress payments to be negotiated with the local authorized Herman Miller dealer.

Returns & cancellations are allowed only with HMI/dealer approval under HMI's change/cancellation policy.

**Note:**

1. **Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery**, price includes All deliveries shall be delivered to the site, unloaded and moved
3. **Basic Installation**, price includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan
4. **Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Installation & Delivery Services:**

The service option product discounts 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.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- 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 commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.

**Additional Charges May Apply For:**

- 1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.
- 2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
  - *Major Metro Markets include large population centers and urban environments.*
- 3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value
- 4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value
- 5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.
- 6) Local Prevailing Wage and/or Union Labor Rates
- 7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.
- 8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

*Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*

*NTE = Not To Exceed*

**2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:**

Basic Installation - Normal Hours	3% of List for seating products; 5% of List for all other products (Clinical Casework quoted)
Basic Installation - After Hours	See rates in option 2 below
Expanded Installation - Normal Hours	5% of List for seating products; 7% of List for all other products (Clinical Casework quoted)
Expanded Installation - After Hours	See rates in option 2 below

**OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:**

Basic Installation - Normal Hours	See fixed % of Discount In Option 1 above
Basic Installation - After Hours	\$52.50 - \$86.75
Expanded Installation - Normal Hours	See fixed % of Discount In Option 1 above
Expanded Installation - After Hours	\$52.50 - \$86.75
Design	\$55.00 - \$78.75
Project Management	\$55.00 - \$89.25
Asset Management	\$55.00 - \$89.25
Installation/Reconfiguration of existing product	\$40.00 - \$65.00
Strategic Planning Services	\$100 - \$157.50
Occupancy Planning/CAD Drafter	\$60.00 - \$89.25
Build-Out Project Mgt. Services	\$90.00 - \$115.50
FFE Mgt. Services	\$90.00 - \$115.50
Performance Environments	To be Quoted
RePurpose Program	To be Quoted - Herman Miller will work with the customer to determine the best product disposition via our repurpose program

<b>3. FIXED STORAGE RANGE RATE / FT<sup>2</sup> :</b>	\$1.50/sq.ft - \$1.85/sq.ft
---	-----------------------------

**4. INCENTIVES:**

DESCRIPTION	AMOUNT OR PERCENTAGE
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer

\*Each Incentive listed above would be separately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.

**Note:**

1. **Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery**, price includes All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.
3. **Basic Installation**, price includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. **Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Installation & Delivery Services:**

The service option product discounts 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.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- Service work will 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 commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.
- Travel expenses will be quoted extra

**Additional Charges May Apply For:**

- 1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.
- 2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
  - *Major Metro Markets include large population centers and urban environments.*
- 3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value
- 4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value
- 5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.
- 6) Local Prevailing Wage and/or Union Labor Rates
- 7) Mora, Compass, and CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.
  - 8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

*Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*

*NTE = Not To Exceed*

## EXHIBIT B – SCOPE OF SERVICES

### 1.1 General Scope.

The City is requesting the broadest selection of Office, Education, Classroom and Miscellaneous Furniture, Installation and Related Products and Services offered. The intent of this RFP is to provide the City and Participating Public Agencies with Products and Services to meet their various needs. Therefore, Companies should have demonstrated experience in providing Products and Services as defined in this RFP, including but not limited to the following:

- **Systems Furniture:** A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- **Freestanding Furniture:** A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and available from the Company;
- **Seating/Chairs:** A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating available from the Company;
- **Soft Seating:** A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories;
- **Filing Systems, Storage and Equipment:** A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company; and
- **Related Products, Support Services and Solutions:** Related office interior products and design, “Quick Ship”, design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, and any other related products and services or solutions offered by the Company.

### 1.2 Product Standards and Guidelines.

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), National Institute of Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), Business Institutional Furniture Manufacturers Association (BIFMA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

Additionally, applicable products must meet the following specific standards:

- ANSI/HFES and/or BSR/HFES (Human Factors Engineering of Computer Workstations)
- CPSIA 1303 or 16 C.F.R 1303 (Ban of Lead-Containing Paint)
- ANSI/BIFMA X5.1 (Office Seating), X5.4 (Lounge and Public Seating), X5.5 (Desk Products) X6.1 (Educational Furniture) and e3 (Furniture Sustainability Standard)
- California Air Resources Board (CARB) (Formaldehyde Emissions)
- California Proposition 65 (Lead and Other Toxic Substances)
- California Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation (BHFTI) (Technical Bulletin 117)

**All Products offered must be new, unused, latest design and technology unless otherwise specified.**

### **1.3 Pricing.**

The Company's firm fixed percentage (%) discount off a manufacturer price list for each category (defined in Section 1.1) for the life of the contract as Exhibit A.

Prices include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount.

#### **1.3.1 Delivery.**

The fixed percentage discount is based on the delivery requirements below:

- 1.3.1.1 Drop Ship: All deliveries shall be delivered to the site. City or Participating Public Agency is responsible for unloading.
- 1.3.1.2 Inside Delivery: All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.

#### **1.3.2 Installation.**

The fixed percentage discount, fixed hourly rate, or an hourly rate range is based on the installation requirements below:

- 1.3.2.1 Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- 1.3.2.2 Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.
- 1.3.2.3 Normal Hours: Normal hours are defined as 7:00 am – 5:00 pm local time.
- 1.3.2.4 After Hours: After hours are defined as evenings, weekends and holidays.
- 1.3.2.5 Pricing for installation and services such as design, project management, asset management, refurbishment, and other services are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for City and all Participating Public Agencies and/or by state.
  - 1.3.2.5.1 Design: Company has the capability to recommend and design appropriate layouts to fit the need of the City and Participating Public Agencies.
  - 1.3.2.5.2 Project Management: Company has the ability to provide project management services to help City and Participating Public Agencies complete their projects on-time and within budget.

#### **1.3.3 Storage is priced at a fixed monthly rate range.**

#### **1.3.4 Pricing for any additional related products, services and solutions offered are defined in Exhibit A.**

All Products provide under this Contract that require assembly and installation should be performed by the Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards. Company provided the names and addresses of each certified installer, see Exhibit C – Form 6.

All work must be performed according to the standards established by the terms, specifications, and drawings for each project and meet the manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project

Coordinator concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.

#### **1.4 Price Adjustments.**

All proposed pricing shall remain firm for the first year of the subsequent Contract through December 31, 2020. Companies may request price adjustments (increases/decreases) for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte City Procurement along with documentation of bona fide materials and labor increases for the cost of Products. No adjustment shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

#### **1.5 Environmental Purchasing Requirements.**

The following are applicable items covered by the City's Sustainable Purchasing Policy that must be accommodated by the Company:

<b>Product or Service</b>	<b>Examples</b>	<b>Environmental Attributes</b>
Furniture	Desks, chairs, tables, bookshelves	Recycled content, recyclability, end of life management

Companies provided its environmental attributes in Exhibit C – Form 10.

#### **1.6 New Products and Services.**

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the manufacturer's list offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

#### **1.7 Safety.**

All Companies and installers or subcontractor performing Services for the City of Charlotte and Participating Public Agencies are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### **1.8 Warranty.**

In Exhibit C – Form 4, the Company addressed each of the following:

- 1.8.1 Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- 1.8.2 Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.
- 1.8.3 Availability of replacement parts.
- 1.8.4 Life expectancy of furniture under normal use.
- 1.8.5 Detailed information as to proposed return policy on all furniture.

**EXHIBIT C – PROPOSAL RESPONSE FORMS**

**REQUIRED FORM 2 -ADDENDA RECEIPT CONFIRMATION**

**RFP # 269-2019-105**

**FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES**

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC JPS website at [www.ips.state.nc.us](http://www.ips.state.nc.us) and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

**ADDENDUM#:**

2

3

**DATE ADDENDUM  
DOWNLOADED FROM NC JPS:**

7/8/2019

7/11/2019

7/18/2019

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Jay Lanenga

(Please Print Name)

Authorized Signature

Director of Commercial Contracts

Title

Herman Miller Inc.

Company Name

7-30-19

Date



**REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM**

**RFP # 269-2019-105**

**FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES**

This Proposal is submitted by:

Company Name: **Herman Miller Inc.**  
Representative (printed): **Jay Lanenga**  
Address: **855 East Main Avenue**

City/State/Zip: **Zeeland, Michigan 49464**  
Email address: **jacob\_lanenga@hermanmiller.com**  
Telephone: **616.654.3897**  
(Area Code) Telephone Number  
**616.654.8278**  
Facsimile:   
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or

1

JUNE 19, 2019

suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 9. As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section of my Proposal: 9

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 2.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: \_\_\_\_\_

No portion of the Proposal is marked as Trade Secret or PII.

**Representative (signed):** \_\_\_\_\_



**REQUIRED FORM 4**  
**DELIVERY AND WARRANTY**

**Delivery:** Company must state the normal delivery time (in calendar days) and any options for expediting delivery: **To match your particular product and scheduling needs, we offer these lead time options, 10- Day or Less, 20-Day or Less, Assigned, and Emergency Response. Please see “Additional Programs and Services”.**

**Warranty:** Company must detail the following:

- a. Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period. **See full Warranty Statements enclosed.**

**Response time to service and/or warranty requests are a top priority with your dealer and our Customer Care and Product Services teams. Standard service inquiries are responded to same day or within one business day of notification. Depending upon parts required, Customer Care and Product Services will clearly outline the next steps and time frame for resolution.**

- b. Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion. **Herman Miller agreed to requirement via email on October 14, 2019.**
- c. Availability of replacement parts. **We want your Herman Miller products to serve your company for a long time, so we design them for easy component replacement while in use and easy disassembly at the end of their useful life. From seating casters and arm pads to work surfaces and replacement tiles, service parts are ordered through and installed by your servicing dealer to protect your investment and ensure your products continue to support your employees for a long time. Replacement parts are warranted until the original product warranty expires.**
- d. Life expectancy of furniture under normal use. **Our products are designed, developed and tested to assure a 12-year life under high-level, multi-shift use. Our products meet, and typically exceed, all industry standards (ANSI, BIFMA, UL, etc.), as well as internally developed requirements that go beyond industry requirements.**
- a. Detailed information as to proposed return policy on all furniture. **All product is manufactured by Herman Miller in the specific size, finish, and fabric requested to meet a specific customer application. Due to the customization and variety of applications, requests to return product, outside of warranty situations, are not typically authorized. Any product returned requires the written authorization from Herman Miller prior to return to ensure proper tracking and assessment.**

## Additional Programs and Services (continued)

### Options® Program

The process begins when you make a request. We work with you to define the need and propose a product solution—something we modify or develop to meet your specific need. Response is fast; we quote 95 percent of requests in 24 hours. Prices are reasonable—on average, about 5 percent more than standard product. All Herman Miller Options products carry our comprehensive 12-year, 3-shift warranty.

### Vary Easy® Program

Through your dealer, you have nearly limitless choice in modifying standard products. Dealer designers can instantly modify any product that is part of the program and create a 3D image, CAD symbols, and price book page for it. Lead times and pricing for Vary Easy products are the same as for standard products. And Vary Easy products are covered by our comprehensive 12-year, 3-shift warranty.

### Lead Time Programs for Rapid Shipment

We understand that reliable lead times are a crucial element in your planning process and resource allocation. To match your particular product and scheduling needs, we offer these options:

- 10-Day or Less: We have the most comprehensive quick-ship program in the industry—and with no quick-ship surcharges. Products available in 10 days or less include a broad vocabulary of standard systems, seating, tables, and filing / storage.
- 20-Day or Less: Includes the full breadth of Herman Miller standard products.
- Assigned: For customized products. Lead times are assigned based on the requirements of each order.
- Emergency Response: This program ships products that are holding up installation within 24 hours.

### Furniture Disposal Programs

Through our furniture disposal solution, your no longer needed assets can be donated to charitable organizations. The purpose of the rePurpose program is to keep used furniture out of landfills. But it does so much more than that. In some cases, fees may apply when disposing furniture. Your Herman Miller and local dealer partner will advise on the best strategy and program for individual agency circumstances .



## 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 Healthcare products, Geiger® products, Eames® aluminum group, Eames Soft Pad™ group, Eames executive chairs, and Eames tables, are backed by our 12-year, 3-shift warranty, except as limited or described below. Warranty information for Nemschoff products can be found by visiting [nemschoff.com/customer-care/warranty](http://nemschoff.com/customer-care/warranty). Warranty information for Maharam® textiles can be found by visiting [maharam.com/site/terms](http://maharam.com/site/terms).

---

#### **Herman Miller Products**

5 years

Herman Miller Collection products; C-style flipper door unit with lift-assisted mechanism; Connect® power and data; Cubert®, Flute™, and Tone™ personal task lights; Eames Tables power modules, Exclave® whiteboards, tackboards, and accessories; Flo® power hub; Formwork® and Ubi™ liners; Keyless Locks; Logic Power Access Solutions™; Logic Reach; Mbrace wall-mounted technology; Ode® lamps; Overlay® Trellis and Linear light; Procedure/Supply Carts keyless lock bars; Tabetha Tablet Mount, Twist™ LED task light; Ubi USB power module

3 years

Herman Miller Collection outdoor products; Compass® system faucet

2 years

Logic Micro Tower; Magis and Mattiazzi branded products from the date of purchase by the original purchaser

1 year

Formwork stackable desktop storage; Nelson™ Bubble Lamps®

None

Beware of Imitations poster; Exclave eco boards; Girard throw; Maharam Memory 3 game; Maharam pillows; Textiles & Objects poster

#### **Herman Miller Materials**

5 years

Herman Miller proprietary fabrics applied to seating products (exceptions covered under 12-year warranty include: Ace, AireWeave® 2, Aristo, Balance, Bingo, Crepe, Dex, Epic, FLEXNET™, Intercept, Leather, Lyris 2™, MCL Leather, Marvel, Mercer, Monologue, 8Z Pellicle®, Rhythm, Strata, and Whisper); Sayl® knit back cover

1 year

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

#### **Parts and Components**

5 years

Electronic ballasts used in task lighting; keyless lock on Compass; mechanical components (drive shaft, motor, etc.) on Locale® height-adjustable surface; mechanical and electrical components on Motia® sit-to-stand tables, Nevi® sit-to-stand tables, and Nevi Link; Renew® sit-to-stand pneumatic counterbalance and crank mechanism; power leg access option on Renew sit-to-stand tables

3 years

All service parts; electric motors for Co/Struc® height-adjustable tables

2 years

Electrical components (switch, control box, etc.) on Locale height-adjustable surface

1 year

Compass system faucet sensors and control box

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 batteries, dry-erase markers, erasers, light bulbs, fans, and other electronic products for which no warranty is given

#### **Other Manufacturers' Products**

Herman Miller does not warrant other manufacturers' product but 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 limited 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.

Limited warranty only covers Herman Miller provided products, components, and related repair work performed by Herman Miller authorized dealers.

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, including colorfastness, due to aging, exposure to light or direct sunlight
- marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone
- failure resulting from normal wear and tear
- pilling of textiles
- matching of colors, grains, or textures of natural materials
- colorfastness or the matching of colors of textiles or surface finishes, including an exact match to cuttings, samples, or 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

- changes in the decibel level of motors or mechanisms utilized in height-adjustable products
- damage or marking of materials or abrading of textiles over time caused by sharp or foreign objects
- discoloration of textiles and surface materials 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.

**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 April 2019**

**HermanMiller**

---

For more information about our products and services or to see a list of dealers, please visit us at [hermanmiller.com](http://hermanmiller.com) or call (888) 443 4357.

© 2019 Herman Miller, Inc., Zeeland, Michigan

® Y, Herman Miller, Bubble Lamps, Co/Struc, Cubert, Eames, Exclave, Flo, Formwork, Geiger, Locale, Maharam, Motia, Ode, Pellicle, and Sayl are among the registered trademarks of Herman Miller, Inc., and its owned subsidiaries.

™ AireWeave, Compass, Connect, DOT, Eames Soft Pad, FLEXNET, Flute, Lyris 2, Nelson, Nevi, Overlay, Renew, Tone, Twist, and Ubi are among the trademarks of Herman Miller, Inc., and its owned subsidiaries.

# Geiger Warranty

Geiger, 6095 Fulton Industrial Blvd., SW, Atlanta, GA 30336, USA, warrants the products sold by it 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 below.

This warranty covers the sale of Geiger product in all countries. Not all of the product lines appearing on this list are marketed by Geiger 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.

## Geiger Commercial Office Furniture Products

### **12 years**

All products sold under the Geiger® brand names, except as limited or described below.

## Geiger Textile Alliance Program SM Fabrics

### **3 years**

Includes, but is not limited to Edelman Leather, Geiger, Herman Miller, Maharam, and Place fabrics.

## Nonstandard Products

### **1 – 5 years**

Warranty length on nonstandard products not covered by the 12-year warranty is identified on individual product quotes.

## All Other Products, Parts and Services

### **2 years**

Height adjustable bases (electrical parts).

### **5 years**

Height adjustable bases (mechanical parts). Task light electronic ballasts.

### **3 years**

All service parts.

### **6 months**

All other products, parts, and any services not listed above, sold or furnished by Geiger, except for consumable products such as light bulbs and other electronic products for which no warranty is given.

### **None**

For other manufacturers' products, Geiger 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 products and services:

During the applicable warranty period, Geiger, 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; Geiger 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 Geiger, or its authorized resellers. Any product, part, or component must have been installed, used, and maintained according to Geiger's published instructions in order to be eligible for coverage under this warranty and must not have been subject to misuse or abuse. Any modification to the original product voids the warranty. Geiger does not warrant the performance of the product when used in combination with other than original Geiger 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. Geiger disclaims any other warranty whether express or implied, statutory or otherwise, in relation to the products.

## Geiger Warranty (continued)

### Geiger 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, Geiger 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 or to swatch card
- 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

Geiger 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. Geiger does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage. Geiger's products meet the requirements of 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.

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

Applies outside US: Except as stated above, Geiger 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 Geiger's part for death or personal injury resulting from negligence.

## Limited Lifetime Warranty

---

Seller warrants the products it manufactures against defects of material and workmanship under normal use and service for the useful life\* of the product from the date of shipment provided that the product is in use by the original owner and has been used only for the original purpose. This warranty is void in cases of damage in transit, negligence, user modification, abuse, abnormal usage, improper use of cleaning chemicals, misuse, accidents and improper maintenance.

As Buyer's sole remedy under the warranty, Nemschoff, at its option, will repair or replace defective parts at no charge to the original owner of record. Nemschoff will pay freight charges provided that the replacement or return has previously been authorized by the company under the terms of this warranty. Normal aging and wear of fabrics, filling materials, mechanisms, mechanical components and finishes are exempt from this warranty.

**With proper use and maintenance, the limitations of our warranty are as follows:**

**10 years for all mechanisms and mechanical components of Serenity®, Prísto®, Consoul™, Leonard, and Ava® Recliners**

**12 years for all mechanisms and mechanical components of Nala and Centé® Patient Chairs**

**5 years for all other mechanisms and mechanical components**

**5 years for Overbed Tables, Physician and Caregiver Stools**

**5 years for lighting**

**5 years on Nemschoff Performance Fabric (NPF)**

**1 year for electrical outlets**

**1 year for Privacy Panels (Palisade)**

**1 year for Resin panel (Terra™ for Treatment Areas)**

**Graded-in fabrics follow the warranty of the textile manufacturer—please reference specific manufacturer's website**

**Customers Own Material (COM) is not covered under warranty**

THERE IS NO OTHER EXPRESS WARRANTY. SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE INDICATED BY BUYER TO SELLER.

There are no representations as to the capacity or performance of the products sold hereunder except as set forth in the quotation specifications, if any, and such representations are expressly conditioned upon the correctness of the data furnished by Buyer and upon the products being properly installed and maintained.

IT IS EXPRESSLY AGREED THAT THIS REMEDY OF REPAIR, REPLACEMENT OR CREDIT, AT THE SELLER'S OPTION, IS BUYER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES.

# Nemschoff

On equipment furnished by Seller, but manufactured by others, the written warranty, if any, of the manufacturer will be assigned to Buyer. However, Seller does not adopt, and does not guarantee or represent that manufacturer will comply with any of the terms of the warranty of such manufacturer.

Seller warrants woven and non-woven upholstery on the NPF program when applied to Seller's products. Warranty covers defects of material and workmanship under normal use and service for five (5) years from the date of shipment. This warranty applies only to the original owner and the original use of the product. This warranty is void in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, and improper cleaning and maintenance. Normal aging and wear of woven and non-woven upholstery are exempt from this warranty. As Buyer's sole remedy under the warranty, Nemschoff, as its option, will repair or replace the material at no charge to the original owner of record. If the material is no longer in manufacture, one of comparable value will be substituted for you. Nemschoff will pay freight charges, provided that the replacement or return has been previously authorized by the company under the terms of this warranty.

Expenses incurred by Buyer in repairing or replacing Seller's product will not be allowed except by written permission of Seller.

Seller, in its manufacture and sale of these products, will assume no liability as to possible infringement of patents or copyrights by virtue of the use of said products in combination with other elements or structures, or when manufactured to Buyer's specifications.

\* Useful life, as defined by industry standards, is 12 years.

## Schedule 1

# Warranty information

### 7 years

naughtone warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of **7 years** from date of delivery, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use.

#### Exceptions

### 5 years

Stacking chairs, metal chair frames, seating components including adjustment mechanisms, height adjustment mechanisms and pneumatic cylinders, monitor supports and tablet arm assemblies, wood veneer and low pressure laminate (LPL) surfaces, urethane and wood edge treatments, upholstery/ tailoring and exposed wood frames.

#### Fabric

naughtone offers no warranty, either implied or expressed, on any fabrics or leathers used on our products. Fabrics and leathers carry warranties from the fabric manufacturer or reseller. Please refer to each reseller's warranties before specifying. Because every fabric specification is different and application for use must be taken into consideration, naughtone shall not be held responsible in any manner for wrong specification of fabric for tailoring, wear, durability, or light fastness.

### Limitations and Exceptions

#### A) General

The warranties set out in Part 1 of Schedule 1:

- Provide coverage to the Customer only;
- Do not apply to (i) merchandise that was at any time, used as a floor sample or display mode, (ii) any merchandise purchase "as is" or second-hand, (iii) any merchandise purchased at a distress sale or a 'going out-of business sale, or (iv) any merchandise purchased from a liquidator.

The Product Tolerances set out in Schedule 2 shall apply. Products shall not be deemed to be in breach of warranty, or otherwise defective, by reason of an issue that is covered in Schedule 2.

All warranties, whether express or implied, cover only normal usage.

No warranty, express or implied, applies to any Product condition resulting from misuse, abuse, delivery or transportation damage, nor any Product condition resulting from incorrect or inadequate maintenance, cleaning or care. Warranty is null and void if furniture has been moved from original points of delivery to consumer.

naughtone HQ  
Knaresborough Tech Park  
Manse Lane  
Knaresborough HG5 8LF  
Great Britain  
VAT Registration Number: 859435287

T: +44 (0)1423 816 500  
E: [sales@naughtone.com](mailto:sales@naughtone.com)

Registered Office:  
Naughtone Ltd, Unit D, Knaresborough Technology Park  
Manse Lane, Knaresborough, North Yorkshire, HG5 8LF  
Company Registration Number: 05285557

Useful Beautiful Furniture  
British Designed  
Since 2005

[www.naughtone.com](http://www.naughtone.com)



# Warranty

## Coverage

All products sold by Design Within Reach, Inc., through its contract channel (“DWRC”) are warrantied to be free of defects in material and workmanship appearing within 3 years from the date of purchase, except as otherwise described below. All HAY products sold through the DWRC channel are warrantied to be free of defects in material and workmanship appearing within 2 years from the date of purchase. This warranty is extended only to the original purchaser from DWRC or its authorized reseller, for commercial or institutional use. During the warranty period, as its sole responsibility and as the purchaser’s sole remedy under this warranty, DWRC will provide one of the following remedies, chosen by DWRC in its sole discretion: (a) repair the defective products, (b) replace the defective products with comparable products or (c) refund the purchase price of the defective products.

## Other Warranties

**THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

## Exclusions

This warranty is not extended to purchasers for personal, family or household use, and it does not cover any of the following:

- » Misuse, abuse or modification of the original product
- » Any product, part or component that has not been used according to applicable published manufacturer instructions **(and installed and maintained by a DWRC-designated factory-trained technician or dealer installer)**
- » Natural variations in wood grain or figure or presence of character marks
- » Changes in surface finishes, including colorfastness, 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
- » Failure resulting from normal wear and tear
- » Pilling of textiles
- » Matching of colors, grains or textures of natural materials
- » Colorfastness or matching of colors of textiles or surface finishes, including an exact match to cuttings, samples or swatch cards
- » Damage, marking or staining of veneer surfaces due to contact with rubber or similar compounds, sharp objects or writing instruments
- » Changes in the decibel level of motors or mechanisms used in height-adjustable products
- » Damage or marking of materials or abrading of textiles over time caused by sharp or foreign objects
- » Discoloration of textiles and surface materials due to soiling, stains or dye transfer from clothing, including denim
- » Products that have been exposed to extreme environmental conditions or that have been improperly stored

## Limitation of Liability

**DWRC WILL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OTHER THAN THOSE SET FORTH IN THIS DOCUMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO ITS PRODUCTS, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND IN NO EVENT WILL DWRC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER.** Without limiting the generality of the foregoing, DWRC specifically disclaims any liability for penalties, special damages, damages for lost profits or revenues, downtime, lost good will, cost of capital, cost of substitute goods or services or any other types of economic loss.

# framery

## Framery warranty

1. Framery warrants that the goods will meet the specifications.

2. unless specifically agreed otherwise in the contract, the warranty period is twelve (12) months from the date of that delivery. Ex works Tampere, Finland, whichever shall be the earlier.

3. The warranty for each product is valid only after a duly completed warranty checklist (per each product) is submitted to Framery email address [warranty@frameryacoustics.com](mailto:warranty@frameryacoustics.com) in electronic form (picture, pdf).

4. During the warranty period, Framery undertakes upon written request of the Purchaser 10, at Framery's discretion, repair, replace or refund the price of any parts of the goods delivered which can be proved to be damaged due to bad material faults in the poor workmanship which fail to meet the specifications.

5. The warranty shall not be effective and shall not be relied upon by the Purchaser in the event of:

- 5.1. the goods having been at anytime during the period beginning with their delivery Ex Works Tampere, Finland, stored, handled, transported, installed, maintained or used in a manner inconsistent with Framery's then current technical requirements, the standard instructions (or in the absence thereof, in accordance with generally accepted practices in the industry) or the alleged defect having been caused by accident, neglect or events beyond Framery's control occurring after delivery of such goods Ex Works Tampere, Finland; or
- 5.2. normal wear and tear; or
- 5.3. use or conditions affecting the goods which are unusual or not reasonably foreseeable in relation to the conditions, or
- 5.4. use of the goods in connection with non-Framery parts, spares or materials which have not been approved expressly by Framery; or
- 5.5. the product or a part of the product has been unproperly stored used or kept outside of normal office conditions or in conditions with dramatic temperature variations or outdoors or in an environment not suitable for the product; or
- 5.6. the product has been moved, dismantled or repaired against the Framery instructions; or
- 5.7. repairs, alterations or customisation carried out without Framery's written consent or faulty repairs executed by others than Framery

6. Additionally, the warranty does not apply to:

- 6.1. changes in surface finishes due to aging or exposure to light or
- 6.2. pilling of textiles, or
- 6.3. damage, marking or staining of surfaces due to contact with rubber or similar compounds, or
- 6.4. damages from sharp objects or imprinting from writing instruments, or
- 6.5. damages caused by force majeure, or damages caused by moving, dismantling or repairing. Other than personnel of Framery or authorized distributor, or damages caused by using shoes within doors, or
- 6.6. damages caused by force majeure, or damages caused by moving, dismantling or repairing. Other than personnel of Framery or authorized distributor, or damages caused by using shoes within doors, or
- 6.7. damages in glasses caused by abnormal use of product, or

6.8. damages due to misuse or vandalism; or

6.9. damages due to slamming the door open or close or due to leaning against the door.

7. The Purchaser shall without delay and in case later than twenty-one (21) days after discovering the defect, if he believes may constitute a breach of warranty notify Framery's After sales and services in writing. Such notice shall consist of a duly completed warranty claim Form (available from Framery's After sales and services) and any additional information the Purchaser and/or Framery may deem relevant. Upon Framery's acceptance of the validity of a warranty claim, it shall issue to the Purchaser a warranty Acceptance Form. The Purchaser shall then at its costs, return the goods to Framery. If so requested, if there is a reason to believe that the defect may cause damage to person(s) or property, notice shall be given immediately after discovering the defect and may be given by phone, fax or e-mail followed by the appropriate complete written notice as described above.

8. If the Purchaser fails to notify Framery of the defect within the time specified above, it shall lose its right to have the defect remedied.

9. For valid warranty claims, Framery shall carry out troubleshooting, dismantling and/or re-installation of the defective part if this, in Framery's opinion, requires special knowledge. If such special knowledge is not required in Framery's opinion, Framery shall have fulfilled its obligation in respect of the defect. It delivers a duly repaired or replacement part to the Purchaser Ex Works Tampere, Finland. If troubleshooting, dismantling or re-installation of parts necessitates an intervention in equipment other than the goods (which the Purchaser shall arrange to have carried out the labour and cost incurred thereby shall be borne by the Purchaser).

10. Unless otherwise agreed, transport and customs brokerage costs of defective parts 10 and from Framery shall be borne by the Purchaser's account and risk and if troubleshooting, dismantling or re-installation, repair or replacement is carried out at the location of the defective parts then Framery shall be entitled to full compensation for travel accommodation and labour incurred in travel to and from such location, such compensation shall be determined in accordance with the then applicable provisions of Framery's Field Service Rate Schedule.

11. If the Purchaser gives notice of a defect and no defect is found which the warranty covers, Framery shall be entitled to full compensation for the work and costs incurred by reason of the notice having been given wrongly.

12. The Purchaser shall provide Framery free of charge with all necessary access and other facilities and all information required to enable Framery to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

13. AS PROVIDED FOR IN THIS SECTION 12, FRAMERY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO COMMON LAW ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE). THE WARRANTY SPECIFIED IN THIS SECTION 12 IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND IN LIEU OF, NOT IN ADDITION TO, ANY OTHER REMEDY AVAILABLE AT LAW OR IN EQUITY.

14. If twenty-one (21) days after the expiration of the warranty period the Purchaser has made no specific written claim under the terms of the warranty, Framery shall be released from such warranty obligations.

15. Framery shall not give an installation warranty unless the product was installed by Framery itself.





---

## ***2-year warrenty***

Nine United Denmark A/S designs and manufactures furniture under the trademark HAY. All products are manufactured in accordance with the highest standards and to meet our high standards in quality and production and a 2-year warrenty is given.

The 2-year warrenty covers materials and/or workmanship on frame or upholstery. The guarantee is valid from the date on the original invoice. The warrenty does not apply in the following situations:

- / if the products has been stored or assembled wrongly.
- / if the product has been abused or misused, altered or cleaned using wrong cleaning methods.
- / damage due to normal wear and tear, cuts or scratches, or damage caused by impact or accidents.
- / if the product has been placed outdoors or in a humid environment.
- / in cases of consequential or incidental damage.

Nine United Denmark A/S is dedicated to the design and production of durable furniture designed to last. We put great effort into choosing materials focusing on hard wearing qualities to help us secure the long life span of the product.

Nine United Denmark A/S reserves the right to alter or stop the production of selected items without prior notice.

*The warrenty is valid from January 1, 2015.*

---



## REQUIRED FORM 5-M/W/SBE PARTICIPATION PLAN

RFP # 269-2019-105

### FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

**Aggregate MWSBE Goal 10% for the City of Charlotte usage estimated to be \$500,000 annually.**

A list of current registered and certified MWSBEs can be found at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

Failure to submit this form shall deem a Proposal non-responsive.

Company Name: Herman Miller, Inc.

Please indicate if **your company** is any of the following:

MBE       WBE       SBE      -       None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

/J1tJYJb(r.1 '-f@bord Mmr-U;tVftJL'erbt11elo/2men,/uuncJ  
Creal L W Womt11:S J'yJ-t,n,tU Uun u,( v frntn dwued  
8t,tJtNJJ 8t111tl/eJ,l,e/ N, Uti9aq Ch,l"9P v- OHlflik f11to«tZj ct!U.MCLL

Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

atkntl /P{!J1f/0M/5)1Af divm/t+: CJr?f}rmtes alld .  
h .ft ,trffrrzA/ iv-ents 1-J. (:g-y,neef will-, iuaallif: f,rtn.S  
-fbo.1: 0lt-efJ t!Mt r u1rernents.

*[Form continues on next page]*

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor#
Cabro	Installation	W	305715
Chem Clean	Janitorial and Custodial Services	S	301413
Alianza Services, LLC	Dealer	M	
Alianza Services, LLC - NYC	Dealer	M	
Alianza Services, LLC - NJ	Dealer	M	
Alianza Service, LLC - CitiFinancial	Dealer	M	
Intelligent Interiors, Inc.	Dealer	M	
Navajo Office Products, LLC	Dealer	M	
Officeworks - Indianapolis	Dealer	M	
Supply Source, Inc. - Johnstown	Dealer	M	
Supply Source, Inc. - St. College (vol inc with D060548)	Dealer	M	
Supply Source, Inc.-- Williamsport	Dealer	M	
Supply Source, Inc. - Meehan icsburg	Dealer	M	
OP/Contract Furnishers of Hawaii - Guam	Dealer	W	
One Eleven Design	Dealer	W	
PK Spectrum LLC	Dealer	W	
The Sheridan Group - Los Angeles	Dealer	W	
The Sheridan Group - Santa Fe Springs	Dealer	W	
The Sheridan Group - Calabasas	Dealer	W	
VRD Corporate Interiors	Dealer	W	

<b>WRG</b>	Dealer	W	
Workplace Resource - Denver	Dealer	W	
Workplace Resource - Colorado Springs	Dealer	W	
Workplace Resource, LLC -- Austin	Dealer	W	
Workplace Resource, LLC -- San Antonio	Dealer	W	
Workplace Resource, LLC -- Louisiana	Dealer	W	
Wrk Lab, Inc	Dealer	W	
Workscapes, Inc. - Ft Lauderdale	Dealer	W	
Workscapes, Inc. - Fort Myers	Dealer	W	
Workscapes, Inc. - Jacksonville	Dealer	W	
Workscapes, Inc. - Orlando	Dealer	W	
Workscapes, Inc. - Tampa	Dealer	W	
Acoustitech	Supplier	<b>M</b>	
Alpha Coating Technology	Supplier	M	
Apex Spring & Stamping	Supplier	<b>M</b>	
Eagle-Nichols Packaging	Supplier	<b>M</b>	
Global Concepts Enterprise Inc	Supplier	<b>M</b>	
Hot Melt Technologies	Supplier	<b>M</b>	
Intex Technologies	Supplier	<b>M</b>	
Jireh Metals Products	Supplier	M	
Luna Textiles	Supplier	<b>M</b>	
Mico Industries	Supplier	<b>M</b>	
Primera Plastic Inc	Supplier	<b>M</b>	

Reggie McKenzie Industrial Materials	Supplier	M	
Supply Source Options LLC	Supplier	M	
Ventura Manufacturing	Supplier	M	
Gill Industries	Supplier	W	
H&H Metal Source Inc	Supplier	W	
Proos Manufacturing	Supplier	W	
Soundtech Inc	Supplier	W	
Nuvar Inc	Supplier	W	

Total MBE Utilization	0 %
Total WBE Utilization	10 %
Total SBE Utilization	0 %
<b>Total MWSBE Utilization</b>	<b>10 %</b>

**Representative (signed):** Kavy Lennon

9/26/2019  
Date

Kavy Lennon  
Representative Name

**CBI FORM 4: Letter of Intent**

Per Part B, Section 3.4 of the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each SBE and/or MBE listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	Furniture, Installation and Related Products and Services	
Project Number:	269-2019-105	

<b>To be completed by the Bidder</b>		
Name of Bidder:	Herman Miller, Inc. / Alfred Williams & Company	Vendor#: 122386
Address:	855 E Main Zeeland, MI 49464	
Contact Person:	-----Jay.Lanenga -	Email: jacob_laneng-a@hermanmiller;com
Telephone:	616-654-3897	Fax:

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned SBE and/or MBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the SBE and/or MBE.

Furniture installation, Moving and Warehousing

**The prime contractor shall pay the subcontractor the committed goal of 10% of the monthly amount paid by the city.**

<b>To be completed by SBE and/or MBE</b>		
Name of SBE and/or MBE:	Cabro LLC	Vendor#: 305715
Address:	1893 Scott Futrell Drive. Charlotte, NC 28208	
Contact Person:	Cathy Abernathy	Email: mark@cabrol.com
Telephone:	704-391-5498	Fax: 704-393-6048

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the SBE and/or MBE listed above, and that the description, cost and percentage of work to be performed by the SBE and/or MBE as described above is accurate. The SBE and/or MBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder: Jay Lanenga Director of Contracts Date: 12/4/19  
 Signature and Title

SBE/MBE Firm: Cathy Abernathy managing partner Date: 12/4/19  
 (Circle one or both) Signature and Title

## **REQUIRED FORM 6**

Provide the names and addresses of each certified installer/subcontractor by geographical area.

In North America, U.S. Territories and Outlying Areas, Herman Miller products are distributed through a network of over 110 Authorized and Certified Dealers, with almost 230 locations. They provide both products and services and are committed to meeting our quality standards. You can see a list of Herman Miller dealers in your area by visiting [www.hermanmiller.com/dealers](http://www.hermanmiller.com/dealers).

## REQUIRED FORM 10 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2019-105

### FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<p><u>Recycled Content.</u></p> <p>Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	<p>Herman Miller's Design for Environment protocol focuses on maintaining our high standards while incorporating increasingly more environmentally sustainable materials into our new product designs. Our goal is to maximize the amount of recycled content and recyclability of a product at the end of its useful life.</p> <p>For more information on recycled content for products, please refer to please refer to the "Environmental Calculator" (ecomedes) on our website: <a href="http://hermanmiller.ecomedes.com">hermanmiller.ecomedes.com</a>.</p>
<p><u>Recyclability.</u></p> <p>Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	<p>For recyclability percentages of specific products, please refer to please refer to the "Environmental Calculator" (ecomedes) on our website: <a href="http://hermanmiller.ecomedes.com">hermanmiller.ecomedes.com</a>.</p>
<p><u>Biodegradability.</u></p> <p>Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.</p>	<p>Our products are not biodegradable.</p>
<p><u>Compostability.</u></p> <p>Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.</p>	<p>Not Applicable to our products.</p> <p>For many years, we have reported to the EPA WasteWise program with a focus on diverting materials from a landfill --- including composting. Our most current 2019 reporting indicated 387.75 tons (775,504 pounds) of material composted. This includes paper towels from bathrooms along with utensils/plates/food waste from our on-site cafeterias.</p>
<p><u>Energy Consumption.</u></p> <p>Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.</p>	<p>We use processes that eliminate waste from our facilities, borrow the water we need and manage it well, reduce energy intensity, and use renewable forms of energy.</p> <p>In FY2017, Herman Miller consumed 96,600 Megawatt hours or \$42.2 Megawatt hours/\$ million sales</p>

<p><u>Energy Efficiency.</u></p> <p>Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.</p>	<p>Not Applicable to our products.</p>
<p><u>Water Efficiency.</u></p> <p>Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program or be water-efficient or low-flow fixtures.</p>	<p>Not Applicable to our products.</p>
<p><u>Low VOCs.</u></p> <p>Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.</p>	<p>For VOC content information of specific products, please refer to please refer to the "Environmental Calculator" (ecomedes) on our website: <a href="http://hermanmiller.ecomedes.com">hermanmiller.ecomedes.com</a>.</p>
<p><u>Reduced Packaging.</u></p> <p>Please include any efforts made to reduce the packaging of the products included in this proposal.</p>	<p>Larger scale domestic orders allow the use of minimal packaging, such as bulk packaging and blanket wrapping. Bulk packaging examples include stretch wrapping up to 40 worksurfaces or screens to a pallet, thus eliminating an individual box and multiple pieces of protective foam for each product. Another common bulk pack example includes placing up to 48 pieces of cladding in a single box with pallet truck access and a "zip-line" opening to allow easy access at the point of delivery.</p> <p>Blanket wrapping typically involves seating and metal storage products. In this scenario we wrap products in reusable blankets and ship them directly from the plant to the installation site. The transit company brings the blankets back to Herman Miller for a closed-loop packaging reuse system. Bulk packaging and blanket wrapping not only eliminate the need for corrugated boxes, foams and plastics, but typically increase unloading time by 25% or more, with similar savings in disposal reduction and transit efficiency.</p>
<p><u>Pollution Prevention.</u></p> <p>Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or</p>	<p><b>Herman Miller Safety and Sustainability Policy</b>  <b>At Herman Miller, we approach safety and sustainability two ways.</b></p> <p>From the top down, we set goals for safety and sustainability and make performance to these goals part of our CEO's scorecard.</p>

<p>otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.</p>	<p>From the bottom up, we empower people with a passion for wellness and responsibility to lead by example and through organized programs. These approaches meet in the middle, always striving to improve through commitments to:</p> <p><b>Living, Working, and Being Safe</b> Promoting safety knowledge, well-being both at work and at home, and the prevention of injuries and ill health.</p> <p><b>Being Resource Smart</b> Acting on the <b>prevention of pollution</b>, the elimination of all forms of waste, and the efficient use of all resources.</p> <p><b>Being Eco Inspired</b> Advocating for better, more sustainable products with safer material chemistry.</p> <p><b>Being Community Driven</b> Sharing best practices with all stakeholders and going beyond compliance with regulations and other requirements.</p>
<p><b><u>Life Cycle Management.</u></b> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	<p>As part of our Design for the Environment process, life cycle impacts are considered when making material choices. Additionally, full life cycle assessments (LCAs) have been conducted for major product categories/product lines.</p> <p>Herman Miller has been using LCAs since 2006 to identify the potential environmental impacts of our products. We perform life cycle analysis specifically according to ISO documents 14040 and 14044 and we conform to the most recent respective Product Category Rules for Environmental Product Declarations (EPDs). EPDs are now available for the majority of our performance seating products.</p>
<p><b><u>End of Life Management.</u></b> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	<p>The Herman Miller rePurpose program is an industry-leading resource for managing surplus corporate assets, including furniture, equipment, and supplies. By employing a thoughtful combination of resale, recycling, and donation on each project, rePurpose ensures assets reach their best destination. The rePurpose program is a single-source approach, which saves time and money, eliminates liability, and keeps 99 percent of product out of landfills. Fees for rePurpose vary based on size and scope.</p>

## **EXHIBIT D – FEDERAL CONTRACT TERMS AND CONDITIONS**

This Exhibit is attached and incorporated into the Furniture, Installation, and Related Products and Services (the “Contract”) between the City of Charlotte and Herman Miller, Inc. (the “Company”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Company shall notify the City immediately. The Company’s completed Form 8 – Vendor Debarment Certification is incorporated herein as Form D.1 below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** In its performance under the Contract, the Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**REQUIRED FORM 8- CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS**

**RFP # 269-2019-105**

**FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

**E I hereby certify as stated above:**

Jay Lanenga

(Print Name)

Director of Commercial Contracts

Title

Signature



7-30-19

Date

**D I am unable to certify to one or more the above statements. Attached is my explanation. !Check box if applicable)**

(Print Name)

Signature

Title

Date

**REQUIRED FORM 9 - BYRD ANTI-WBYYING CERTMCATION**

**RFP # 269-2019-105**

**FURNITURE, INSI'ALLATION AND RELATED PRODUCTS AND SERVICES**

The undersigned certifies, to the best of his or her knowledge and belief, that:

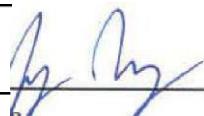
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H\_e\_rm\_a\_n\_M\_i\_ll\_e\_r\_l\_n\_c (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Jay Lanenga

(Print Name)



Authorized Signatu

1-30-19

Date

Herman Miller Inc.

Company Name

855 East Main Avenue

Address

Zeeland, Michigan 49464

City/State/Zip

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSUREO provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the polcy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 Ottawa NW, Suite 301 Grand Rapids MI 49503	INSURED Herman Miller, Inc 855 E Main Ave. Zeeland, MI 49464	21 CT Carolyn Schultz
		f.HgNJo E .... 616-233-0910
		FAXC No. 616-233-0923
		DMoAJss: carolyn.schultz@laia.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: The Travelers Indemnity Company of CT
		25682
		INSURER B: Standard Fire Insurance Company
		19070
		INSURER C: Everest National Insurance Company
		10120
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 150310746 REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	D-D 1 - 1	POLICY NUMBER	1. & ghi 11:31 % ,	LIMITS
A	COMMERCIAL GENERAL LIABILITY 1 CLAIMS-MADE 0 OCCUR  AGGREGATE LIMIT, AP 0 LIES PER- POLICY 0 LIES PER LOG OTHER: 0	y	HC2EGLSA-475M286A-19	6/1/2019	6/1/2020
					EACH OCCURRENCE \$2,000,000
					P MIBE;9E ence: \$1,000,000
					MED EXP (Any one person) \$Excluded
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$25,000,000
					PRODUCTS - COMP/OP AGG \$4,000,000
					\$
					\$
					\$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	X - - X	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	6/1/2019	6/1/2020
					ji IINGLELIMIT BODILY INJURY (Per person) \$2,000,000
					BOOILY INJURY (Per accident) \$
					Per accident \$
					\$
C	UMBRELLA LIAB EXCESSLIAB	X - - X	OCCUR CLAIMS-MADE	6/1/2019	6/1/2020
					EACH OCCURRENCE \$1,000,000
					AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ;2 i onFdbPERATIONS below	N/A	HC2CUB-475M2650-19	6/1/2019	6/1/2020
					X ; %uTE ER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS /LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Contract #2020000622  
City of Charlotte shall shown as additional insured solely with respect to general liability coverage per form CG D4 11 (designated person or organization) as evidenced herein as required by written contract with respect to work performed by the named insured. General liability coverage is primary/non contributory basis per forms CGT100. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER	CANCELLATION
City of Charlotte 600 East 4th street 9th Floor Charlotte NC 28202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

**THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES** (this "First Amendment") is made and entered into this 9th of April 2020, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Backgrounnd and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. Section 29 of the Contract ("Miscellaneous") is hereby appended as follows:
  - 29.6. **FORCE MAJEURE.**
    - 29.6.1 The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, public health emergencies, epidemics, elements of nature or acts of God, acts of war, terrorism, riots, **civil** disorders, rebellions or revolutions or court order.
    - 29.6.2 Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
    - 29.6.3 Upon the occurrence of a Force Majeure Event, the Company shall promptly notify the City by telephone (to be confirmed by written notice within five (5) days of the

Contract #2020000622:  
Amendment #I:  
Vendor #308726:

inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, and industrial disputes of the Company or its subcontractors shall not **constitute "Force Majeure Events" and are not excused under this provision.**

4. Exhibit C of the Contract ("Proposed Response Forms") is hereby appended as follows:

**REQUIREDFORM4-DELTVERY AND WARRANTY**

**Delivery:** Company must state the normal delivery time (in calendar days) and any options for expediting delivery: To match your particular product and scheduling needs, we offer these lead time options, 1 0- Day or Less, 20-Day or Less, Assigned, and Emergency Response. Please see "Additional Programs and Services".

Failure to meet a delivery time will not be considered a breach of this section if such failure is due to a Force Majeure Event as described in Section 29.6 above.

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*{Signature Page Follows}*

Contract #2020000622:  
Amendment #1:  
Vendor #308726:

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

**HERMAN MILLER, INC.**

IADocuSigned by:

**BY:** \_\_\_\_\_  
(signature)

**PIDNT NAME:** Jay Lanenga \_\_\_\_\_

**TITLE:** Director of contracts

**DATE:** April 13, 2020 | 10: 56 AM EDT

**CITY OF CHARLOTTE:**  
**CITY MANAGER'S OFFICE**

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



Date Submitted: May 27, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract#: 2020000622

Amendment#: 1

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor#: 308726

**REQUIRED ATTACHMENT(S):**

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

## City of Charlotte

esign via SeamlessDose.com  
*Angela Charles*

Kronos 38:2247 (16:52713, DOI 10.1080/08982673.2012.674362)

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

**THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES** (this "Second Amendment") is made and entered into this 4th of February 2021, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment incorporates Exhibit E to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

**HERMAN MILLER, INC.**

Preston Z  
Ziegler:A0109B30000016D1C502E07000  
BY: 00E76  Digitally signed by Preston Z  
Ziegler:A0109B30000016D1C502E0700000E76  
Date: 2021.02.04 17:28:18 -05'00'

*(signature)*

**PRINT NAME:** Preston Z. Ziegler

**TITLE:** Contract Manager

**DATE:** 02/04/2021

**CITY OF CHARLOTTE:**  
**CITY MANAGER'S OFFICE**

**BY:** 

*(signature)*

**PRINT NAME:**

**TITLE:**

**DATE:**

•

**(CT)**  
**CITY OF**  
**CHARLOTTE**

**Digital Contract Routing Form**  
**Non-Encumbered**

Date Submitted: February 16, 2021

Submitted by: Genetta N. Carothers

Submitter email:genetta.carothers@charlottenc.gov

Contract#: 2020000622

Amendment#: 2

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor#: 308726

**REQUIRED ATTACHMENT(S):**

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte**

..... ' .. .:i  
;....,; , , , ,:i

K:\y\IU\U\O\H\OR\GU\J\O\H\OR\U\1\J\C\W\k\J\H\U\

## EXHIBIT E - PUBLIC AGENCIES

---

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Contract:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSCHANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF McMINTONVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT

DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT

KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT

PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT

WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDY PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOKELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UNTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEAR R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT, OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR  
BEND METRO PARK AND RECREATION DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT, OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR  
BOARDMAN PARK AND RECREATION DISTRICT

BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOIA R.F.P.D., OR  
CAMSAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
CLACKAMAS RIVER WATER

CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR  
COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR  
COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR  
CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR  
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT, OR  
CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
CURRY COUNTY S.W.C.D., OR  
CURRY HEALTH DISTRICT, OR  
CURRY PUBLIC LIBRARY DISTRICT, OR  
DALLAS CEMETERY DISTRICT #4, OR  
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
DAYS CREEK R.F.P.D., OR  
DAYTON FIRE DISTRICT, OR  
DEAN MINARD WATER DISTRICT, OR  
DEE IRRIGATION DISTRICT, OR  
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR  
DEPOE BAY R.F.P.D., OR  
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
DESCHUTES COUNTY R.F.P.D. #2, OR  
DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
DESCHUTES S.W.C.D., OR  
DESCHUTES VALLEY WATER DISTRICT, OR  
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
DEXTER R.F.P.D., OR  
DEXTER SANITARY DISTRICT, OR  
DORA-SITKUM R.F.P.D., OR  
DOUGLAS COUNTY FIRE DISTRICT #2, OR  
DOUGLAS S.W.C.D., OR  
DRAKES CROSSING R.F.P.D., OR  
DRRH SPECIAL ROAD DISTRICT #6, OR  
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
DUFUR RECREATION DISTRICT, OR  
DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
DUNDEE R.F.P.D., OR  
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR  
EAGLE POINT IRRIGATION DISTRICT, OR  
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR  
EAGLE VALLEY R.F.P.D., OR  
EAGLE VALLEY S.W.C.D., OR  
EAST FORK IRRIGATION DISTRICT, OR  
EAST MULTNOMAH S.W.C.D., OR  
EAST SALEM SERVICE DISTRICT, OR  
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR  
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR  
EAST UMATILLA COUNTY R.F.P.D., OR  
EAST VALLEY WATER DISTRICT, OR  
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR  
ELGIN HEALTH DISTRICT, OR  
ELGIN R.F.P.D., OR  
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR  
ELKTON R.F.P.D., OR  
EMERALD P.U.D., OR  
ENTERPRISE IRRIGATION DISTRICT, OR  
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
ESTACADA R.F.P.D. #69, OR  
EUGENE R.F.P.D. # 1, OR  
EUGENE WATER AND ELECTRIC BOARD  
EVANS VALLEY FIRE DISTRICT #6, OR  
FAIR OAKS R.F.P.D., OR  
FAIRVIEW R.F.P.D., OR  
FAIRVIEW WATER DISTRICT, OR  
FALCON HEIGHTS WATER AND SEWER, OR  
FALCON-COVE BEACH WATER DISTRICT, OR  
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR  
FAT ELK DRAINAGE DISTRICT, OR  
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR  
FOR FAR ROAD DISTRICT, OR  
FOREST GROVE R.F.P.D., OR  
FOREST VIEW SPECIAL ROAD DISTRICT, OR  
FORT ROCK-SILVER LAKE S.W.C.D., OR  
FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
FOX CEMETERY MAINTENANCE DISTRICT, OR  
GARDINER R.F.P.D., OR  
GARDINER SANITARY DISTRICT, OR  
GARIBALDI R.F.P.D., OR  
GASTON R.F.P.D., OR  
GATES R.F.P.D., OR  
GEARHART R.F.P.D., OR  
GILLIAM S.W.C.D., OR  
GLENDALE AMBULANCE DISTRICT, OR  
GLENDALE R.F.P.D., OR  
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
GLENEDEN SANITARY DISTRICT, OR  
GLENWOOD WATER DISTRICT, OR  
GLIDE - IDLEYLD SANITARY DISTRICT, OR  
GLIDE R.F.P.D., OR  
GOLD BEACH - WEDDERBURN R.F.P.D., OR  
GOLD HILL IRRIGATION DISTRICT, OR  
GOLDFINCH ROAD DISTRICT, OR  
GOSHEN R.F.P.D., OR  
GOVERNMENT CAMP ROAD DISTRICT, OR  
GOVERNMENT CAMP SANITARY DISTRICT, OR  
GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
GRAND RONDE SANITARY DISTRICT, OR  
GRANT COUNTY TRANSPORTATION DISTRICT, OR  
GRANT S.W.C.D., OR  
GRANTS PASS IRRIGATION DISTRICT, OR  
GREATER BOWEN VALLEY R.F.P.D., OR  
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR  
GREATER TOLEDO POOL RECREATION DISTRICT, OR  
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
GREEN SANITARY DISTRICT, OR  
GREENACRES R.F.P.D., OR  
GREENBERRY IRRIGATION DISTRICT, OR  
GREENSPRINGS RURAL FIRE DISTRICT, OR  
HAHLEN ROAD SPECIAL DISTRICT, OR  
HAINES CEMETERY MAINTENANCE DISTRICT, OR  
HAINES FIRE PROTECTION DISTRICT, OR  
HALSEY-SHEDD R.F.P.D., OR  
HAMLET R.F.P.D., OR  
HARBOR R.F.P.D., OR  
HARBOR SANITARY DISTRICT, OR  
HARBOR WATER P.U.D., OR  
HARNEY COUNTY HEALTH DISTRICT, OR  
HARNEY S.W.C.D., OR  
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
HARRISBURG FIRE AND RESCUE, OR  
HAUSER R.F.P.D., OR  
HAZELDELL RURAL FIRE DISTRICT, OR  
HEBO JOINT WATER-SANITARY AUTHORITY, OR  
HECETA WATER P.U.D., OR  
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR  
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR  
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT, OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR  
IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR  
IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR  
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR  
JACKSON COUNTY FIRE DISTRICT #5, OR  
JACKSON COUNTY LIBRARY DISTRICT, OR  
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
JACKSON S.W.C.D., OR  
JASPER KNOLLS WATER DISTRICT, OR  
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR  
JEFFERSON COUNTY FIRE DISTRICT #1, OR  
JEFFERSON COUNTY LIBRARY DISTRICT, OR  
JEFFERSON COUNTY S.W.C.D., OR  
JEFFERSON PARK & RECREATION DISTRICT, OR  
JEFFERSON R.F.P.D., OR  
JOB'S DRAINAGE DISTRICT, OR  
JOHN DAY WATER DISTRICT, OR  
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR  
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
JORDAN VALLEY CEMETERY DISTRICT, OR  
JORDAN VALLEY IRRIGATION DISTRICT, OR  
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
JOSEPHINE COUNTY 911 AGENCY, OR  
JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR  
JUNIPER BUTTE ROAD DISTRICT, OR  
JUNIPER CANYON WATER CONTROL DISTRICT, OR  
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
JUNIPER FLAT R.F.P.D., OR  
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
KEATING R.F.P.D., OR  
KEATINGS.W.C.D., OR  
KEIZER R.F.P.D., OR  
KELLOGG RURAL FIRE DISTRICT, OR  
KENO IRRIGATION DISTRICT, OR  
KENO PINES ROAD DISTRICT, OR  
KENO R.F.P.D., OR  
KENT WATER DISTRICT, OR  
KERBY WATER DISTRICT, OR  
K-GB-LB WATER DISTRICT, OR  
KILCHIS WATER DISTRICT, OR  
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
KLAMATH COUNTY FIRE DISTRICT #1, OR  
KLAMATH COUNTY FIRE DISTRICT #3, OR  
KLAMATH COUNTY FIRE DISTRICT #4, OR  
KLAMATH COUNTY FIRE DISTRICT #5, OR  
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
KLAMATH DRAINAGE DISTRICT, OR  
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR  
KLAMATH INTEROPERABILITY RADIO GROUP, OR  
KLAMATH IRRIGATION DISTRICT, OR  
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
KLAMATH S.W.C.D., OR  
KLAMATH VECTOR CONTROL DISTRICT, OR  
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
LA GRANDE R.F.P.D., OR  
LA PINE PARK & RECREATION DISTRICT, OR  
LA PINE R.F.P.D., OR  
LABISH VILLAGE SEWAGE & DRAINAGE, OR  
LACOMB IRRIGATION DISTRICT, OR  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT - DHH-OPH REGION 3  
LAIDLAW WATER DISTRICT, OR  
LAKE CHINOOK FIRE & RESCUE, OR  
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
LAKE COUNTY LIBRARY DISTRICT, OR  
LAKE CREEK R.F.P.D. - JACKSON, OR  
LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
LAKE DISTRICT HOSPITAL, OR  
LAKE GROVE R.F.P.D. NO. 57, OR  
LAKE GROVE WATER DISTRICT, OR  
LAKE LABISH WATER CONTROL DISTRICT, OR  
LAKE POINT SPECIAL ROAD DISTRICT, OR  
LAKESIDE R.F.P.D. #4, OR  
LAKESIDE WATER DISTRICT, OR  
LAKEVIEW R.F.P.D., OR  
LAKEVIEW S.W.C.D., OR  
LAMONTAI IMPROVEMENT DISTRICT, OR  
LANE FIRE AUTHORITY, OR  
LANE LIBRARY DISTRICT, OR  
LANE TRANSIT DISTRICT, OR

LANGELL VALLEY IRRIGATION DISTRICT, OR  
LANGLOIS PUBLIC LIBRARY, OR  
LANGLOIS R.F.P.D., OR  
LANGLOIS WATER DISTRICT, OR  
LAZY RIVER SPECIAL ROAD DISTRICT, OR  
LEBANON AQUATIC DISTRICT, OR  
LEBANON R.F.P.D., OR  
LEWIS & CLARK R.F.P.D., OR  
LINCOLN COUNTY LIBRARY DISTRICT, OR  
LINCOLN S.W.C.D., OR  
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
LINN S.W.C.D., OR  
LITTLE MUDDY CREEK WATER CONTROL, OR  
LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
LONE PINE IRRIGATION DISTRICT, OR  
LONG PRAIRIE WATER DISTRICT, OR  
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
LOOKINGGLASS RURAL FIRE DISTRICT, OR  
LORANE R.F.P.D., OR  
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
LOWELL R.F.P.D., OR  
LOWER MCKAY CREEK R.F.P.D., OR  
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
LOWER SILETZ WATER DISTRICT, OR  
LOWER UMPQUA HOSPITAL DISTRICT, OR  
LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
LUSTED WATER DISTRICT, OR  
LYONS R.F.P.D., OR  
LYONS-MEHAMA WATER DISTRICT, OR  
MADRAS AQUATIC CENTER DISTRICT, OR  
MAKAI SPECIAL ROAD DISTRICT, OR  
MALHEUR COUNTY S.W.C.D., OR  
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
MALHEUR DRAINAGE DISTRICT, OR  
MALHEUR MEMORIAL HEALTH DISTRICT, OR  
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR  
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR  
MALIN IRRIGATION DISTRICT, OR  
MALIN R.F.P.D., OR  
MAPLETON FIRE DEPARTMENT, OR  
MAPLETON WATER DISTRICT, OR  
MARCOLA WATER DISTRICT, OR  
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
MARION COUNTY FIRE DISTRICT #1, OR  
MARION JACK IMPROVEMENT DISTRICT, OR  
MARION S.W.C.D., OR  
MARY'S RIVER ESTATES ROAD DISTRICT, OR  
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
MCKAY ACRES IMPROVEMENT DISTRICT, OR  
MCKAY DAM R.F.P.D. # 7-410, OR  
MCKENZIE FIRE & RESCUE, OR  
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
MCMINNVILLE R.F.P.D., OR  
MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR  
MEDFORD IRRIGATION DISTRICT, OR  
MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
MILES CROSSING SANITARY SEWER DISTRICT, OR  
MILL CITY R.F.P.D. #2-303, OR  
MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR  
MONROE R.F.P.D., OR  
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
MONUMENT S.W.C.D., OR  
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
MORO R.F.P.D., OR  
MORROW COUNTY HEALTH DISTRICT, OR  
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
MORROW S.W.C.D., OR  
MOSIER FIRE DISTRICT, OR  
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
MT. ANGEL R.F.P.D., OR  
MT. HOOD IRRIGATION DISTRICT, OR  
MT. LAKI CEMETERY DISTRICT, OR  
MT. VERNON R.F.P.D., OR  
MULINO WATER DISTRICT #1, OR  
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
MULTNOMAH COUNTY R.F.P.D. #10, OR  
MULTNOMAH COUNTY R.F.P.D. #14, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE CREEK R.F.P.D., OR  
NEAH-KAH-NIE WATER DISTRICT, OR  
NEDONNA R.F.P.D., OR  
NEHALEM BAY FIRE AND RESCUE, OR  
NEHALEM BAY HEALTH DISTRICT, OR  
NEHALEM BAY WASTEWATER AGENCY, OR  
NESIKA BEACH-OPHIR WATER DISTRICT, OR  
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR  
NESTUCCA R.F.P.D., OR  
NETARTS WATER DISTRICT, OR  
NETARTS-OCEANSIDE R.F.P.D., OR  
NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
NEW BRIDGE WATER SUPPLY DISTRICT, OR  
NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT, OR  
NORTH DOUGLAS COUNTY FIRE & EMS, OR  
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL DISTRICT, OR  
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D., OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR  
NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
NYSSA RURAL FIRE DISTRICT, OR  
NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
OAK LODGE WATER SERVICES, OR  
OAKLAND R.F.P.D., OR  
OAKVILLE COMMUNITY CENTER, OR  
OCEANSIDE WATER DISTRICT, OR  
OCHOCO IRRIGATION DISTRICT, OR  
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR  
ODELL SANITARY DISTRICT, OR  
OLD Owyhee Ditch Improvement District, OR  
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
ONTARIO LIBRARY DISTRICT, OR  
ONTARIO R.F.P.D., OR  
OPHIR R.F.P.D., OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON INTERNATIONAL PORT OF COOS BAY, OR  
OREGON LEGISLATIVE ADMINISTRATION  
OREGON OUTBACK R.F.P.D., OR  
OREGON POINT, OR  
OREGON TRAIL LIBRARY DISTRICT, OR  
OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR

PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR  
PILOT ROCK PARK & RECREATION DISTRICT, OR  
PILOT ROCK R.F.P.D., OR  
PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT, OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR  
PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR

PORLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT, OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION DISTRICT, OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR  
RIDGEWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT, OR  
RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR  
RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR  
RIVERSIDE R.F.P.D. #7-406, OR  
RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR  
ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM AREA MASS TRANSIT DISTRICT, OR  
SALEM MASS TRANSIT DISTRICT  
SALEM SUBURBAN R.F.P.D., OR  
SALISHAN SANITARY DISTRICT, OR  
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR  
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR

SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
SANDY R.F.P.D. #72, OR  
SANTA CLARA R.F.P.D., OR  
SANTA CLARA WATER DISTRICT, OR  
SANTIAM WATER CONTROL DISTRICT, OR  
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR  
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR  
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
SCAPPOOSE R.F.P.D., OR  
SCIO R.F.P.D., OR  
SCOTTSBURG R.F.P.D., OR  
SEAL ROCK R.F.P.D., OR  
SEAL ROCK WATER DISTRICT, OR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SHANGRI-LA WATER DISTRICT, OR  
SHASTA VIEW IRRIGATION DISTRICT, OR  
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR  
SHERIDAN FIRE DISTRICT, OR  
SHERMAN COUNTY HEALTH DISTRICT, OR  
SHERMAN COUNTY S.W.C.D., OR  
SHORELINE SANITARY DISTRICT, OR  
SILETZ KEYS SANITARY DISTRICT, OR  
SILETZ R.F.P.D., OR  
SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR  
SISTERS-CAMP SHERMAN R.F.P.D., OR  
SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR  
SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR  
SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR

ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR  
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT, OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT

TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR  
UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR  
WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR  
WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT DISTRICT, OR  
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR  
WEST VALLEY FIRE DISTRICT, OR

WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR  
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION, OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT, OR  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY  
WILLAMETTE RIVER WATER COALITION, OR  
WILLIAMS R.F.P.D., OR  
WILLOW CREEK PARK DISTRICT, OR  
WILLOW DALE WATER DISTRICT, OR  
WILSON RIVER WATER DISTRICT, OR  
WINCHESTER BAY R.F.P.D., OR  
WINCHESTER BAY SANITARY DISTRICT, OR  
WINCHUCK R.F.P.D., OR  
WINSTON-DILLARD R.F.P.D., OR  
WINSTON-DILLARD WATER DISTRICT, OR  
WOLF CREEK R.F.P.D., OR  
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR  
WOODBURN R.F.P.D. NO. 6, OR  
WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
WOODS ROAD DISTRICT, OR  
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR  
WY'EAST FIRE DISTRICT, OR  
YACHATS R.F.P.D., OR  
YAMHILL COUNTY TRANSIT AREA, OR  
YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR  
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR  
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDY PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29

CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
SALEM-KEIZER PUBLIC SCHOOLS 24J  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT

HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY  
STATE OF UTAH

## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

217/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	1 CT Carolyn Schultz	
	f4HJN..t "*" . 616-233-0910	No: 616-233-0923
INSURED	t'D b: carolyn schultz@aia.com	
	INSURER/SI AFFORDING COVERAGE	NAIC#
	INSURER A: The Travelers Indemnity Company of CT	25682
	INSURER B: Standard Fire Insurance Company	19070
	INSURER C: Everest National Insurance Company	10120
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 710705964

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AUDIT	OWNER	POLICY NUMBER	POLICY EFF IMMID/YY	POLICY EXP IMMID/YY	LIMITS
A	COMMERCIAL GENERAL LIABILITY 1 CLAIMS-MADE 0 OCCUR	y		HC2EGLSA-475M286A-20	6/1/2020	6/1/2021	EACH OCCURRENCE \$2,000,000 UAMAUT: ,u HEN , ED PREMISES (Each occurrence) \$1,000,000 MED EXP! Anv one personl \$Excluded PERSONAL& ADVINJURY \$1,000,000 GENERAL AGGREGATE \$25,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	GEN'LAGGREGATE LIMIT APPLIES PER: POLICY 0 jf81 DLoc OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY		SCHEDULED AUTOS NON-OWNED AUTOS ONLY	HC2ECAP-475M286A-20	6/1/2020	6/1/2021	COMBINED SINGELMT \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROD/ER TYPE MAKE PRMRY, 2ND, 3RD \$
C	UMBRELLA LIAB EXCESSUAL OCCUR CLAIMS-MADE			XC8CU00048-201	6/1/2020	6/1/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
OED	X RETENTI\$ In M						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Hyes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NIA	UB-4P920303-2D-NC-T	6/1/2020	6/1/2021	X ffTUTE ER E.L.EACH ACCIDENT \$1,000,000 E.L.DISEASE- EA EMPLOYEE \$1,000,000 E.L.DISEASE -POLICYLIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #2020000622-2.

City of Charlotte shall show as additional insured solely with respect to general liability coverage per form CG D411 (designated person or organization) as evidenced herein as required by written contract with respect to work performed by the named insured. General liability coverage is primary/non contributory basis per forms CGT100. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

## CERTIFICATE HOLDER

## CANCELLATION

City of Charlotte 600 East 4th street 9th Floor Charlotte NC 28202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE A/#

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

**THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES** (this "Third Amendment") is made and entered into this 18th of March 2021, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties now desire to amend the Contract to add and delete product lines and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this Third Amendment by reference.
2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the addition and deletion of product lines which are attached hereto as Exhibit A.2.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Third Amendment to be executed as of the date first written above.

**HERMAN MILLER, INC.**

Preston Z  
Ziegler:A0109B30000016  
BY: D1C502E0700000E76  
(signature)

Digitally signed by Preston Z  
Ziegler:A0109B30000016D1C502  
E0700000E76  
Date: 2021.03.22 12:47:53 -0400'

**PRINT NAME:** Preston Z. Ziegler  
**TITLE:** Contract Manager  
**DATE:** 3/19/2021

**CITY OF CHARLOTTE:**  
**CITY MANAGER'S OFFICE**

**BY:** \_\_\_\_\_  
(signature)  
**PRINT NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



Date Submitted: March 29, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000622

Amendment #:3

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor #:308726

**REQUIRED ATTACHMENT(S):**

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per document identified above. the direction provided at:

**CITY OF CHARLOTTE:**

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above. This document has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**City of Charlotte**

eSigned via SeamlessDocs.com  
  
Key: f6f21b82106208b08604836a6d96b831

**ACCOUNTS PAYABLE:**

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

HERMAN MILLER - CONTRACT 2020000622  
EXHIBIT A.2 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER			
FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		\$1 - \$100,000		\$100,001 - \$400,000	
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® I & AO2 Panels (B)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	September 3, 2019	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Accessories (8)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	C-Style Overhead Storage (CS)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture - Ancillary	Energy Distribution System (C)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (GS)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Generic (R)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Innovative Products (IP)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Systems Furniture - Ancillary	Keys & Locks (KA)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Lighting (A)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Textiles (K)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Global (Z3)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (H4)	January 4, 2021	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	September 3, 2019	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	September 3, 2019	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	September 3, 2019	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	January 4, 2021	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	January 4, 2021	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	January 4, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	January 4, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Renew Link (IB)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable

HERMAN MILLER - CONTRACT 2020000622  
EXHIBIT A.2 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
	FI;ED PERCENTAGE DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	\$400,001 and Above
Freestanding Furniture	Renew Tables (IE)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Domino Storage™ (DS)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Eco™ Group (GF)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Keyeira™ Express (HN) ( <i>discontinued</i> )						
Freestanding Furniture	Geiger Levels® (HV)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (H1)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Table® Casegoods (G9)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Triuna™ Collection (G2)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	September 3, 2019	43.00%	41.00%	45.00%	43.00%	Negotiable
Freestanding Furniture	Rhythm (RM)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	January 4, 2021	37.25%	35.25%	38.25%	36.25%	Negotiable
Seating / Chairs	Caper® Chair (WC)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Celle® Chair (TR)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Chadwick™ Modular Seating (V)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Cosm (FC)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	September 3, 2019	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV)	September 3, 2019	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Lino (MI)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	January 4, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	SAYL® (AV)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable

HERMAN MILLER - CONTRACT 2020000622  
EXHIBIT A.2 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIEDED PERCENTAGE DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Seating / Chairs	Stools (SO)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Verus (PI)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (HS)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (PG)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Leeway (LA)	September 3, 2019	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Pronto Stacking Chair (JO)	January 4, 2021	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	January 4, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Whisk (HX)	January 4, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	HAY HM (2C)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	naughtone (NO)	September 3, 2019	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nemschoff	January 7, 2019	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (H1)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	September 3, 2019	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Striad (SD)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Lateral (MF)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Nemschoff Bedside Cabinet (CD)	January 4, 2021	46.00%	44.00%	47.00%	45.00%	Negotiable
Filing Systems, Storage & Equipment	OE1 Storage (JE)	January 4, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Lateral (UL)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable

HERMAN MILLER - CONTRACT 2020000622  
EXHIBIT A.2 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	September 3, 2019	54.00%	52.00%	55.00%	53.00%	Negotiable
Limited Product Lines	Design Within Reach	January 4, 2021	20.00%	18.00%	20.00%	18.00%	Negotiable
D	Herman Miller for Healthcare Action Lab (D)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	September 3, 2019	12.00%	10.00%	12.00%	10.00%	Negotiable
CH	Mora (CH)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	September 3, 2019	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
CW	Magis® Alliance (CW)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX) (discontinued)						

HERMAN MILLER - CONTRACT 2020000622  
EXHIBIT A.2 - PRICING SHEET

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

Purchase order and payment are issued directly to the local authorized Herman Miller dealer.

Payment Terms are Net 30 or as negotiated with the local authorized Herman Miller dealer.

Deposit requirements and progress payments to be negotiated with the local authorized Herman Miller dealer.

Returns & cancellations are allowed only with HMI/dealer approval under HMI's change/cancellation policy.

**Note:**

1. **Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery**, price includes All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.
3. **Basic Installation**, price includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. **Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Installation & Delivery Services:**

The service option product discounts 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.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- 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 commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.

**Additional Charges May Apply For:**

- 1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.
- 2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
  - *Major Metro Markets include large population centers and urban environments.*
- 3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value
- 4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportsations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value
- 5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.
- 6) Local Prevailing Wage and/or Union Labor Rates
- 7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.
- 8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

*Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*

*NTE = Not To Exceed*

**HERMAN MILLER - CONTRACT 2020000622**  
**EXHIBIT A.2 - PRICING SHEET**

<b>2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:</b>											
Basic Installation - Normal Hours	3% of List for seating products; 5% of List for all other products (Clinical Casework quoted)										
Basic Installation - After Hours	See rates in option 2 below										
Expanded Installation - Normal Hours	5% of List for seating products; 7% of List for all other products (Clinical Casework quoted)										
Expanded Installation - After Hours	See rates in option 2 below										
<b>OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:</b>											
Basic Installation - Normal Hours	See fixed % of Discount In Option 1 above										
Basic Installation - After Hours	\$52.50 - \$86.75										
Expanded Installation - Normal Hours	See fixed % of Discount In Option 1 above										
Expanded Installation - After Hours	\$52.50 - \$86.75										
Design	\$55.00 - \$78.75										
Project Management	\$55.00 - \$89.25										
Asset Management	\$55.00 - \$89.25										
Installation/Reconfiguration of existing product	\$40.00 - \$65.00										
Strategic Planning Services	\$100 - \$157.50										
Occupancy Planning/CAD Drafter	\$60.00 - \$89.25										
Build-Out Project Mgt. Services	\$90.00 - \$115.50										
FFE Mgt. Services	\$90.00 - \$115.50										
Performance Environments	To be Quoted										
RePurpose Program	To be Quoted - Herman Miller will work with the customer to determine the best product disposition via our repurpose program										
<b>3. FIXED STORAGE RANGE RATE 1 FT2 :</b>											
	\$1.50/sq.ft - \$1.85/sq.ft										
<b>4. INCENTIVES:</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 30%;">DESCRIPTION</th><th style="text-align: center; width: 70%;">AMOUNT OR PERCENTAGE</th></tr> </thead> <tbody> <tr> <td>Customized Pricing for Sole Source Agreements / Committed Volume</td><td>To Be Negotiated With Buyer</td></tr> <tr> <td>Product Standardization Agreements</td><td>To Be Negotiated With Buyer</td></tr> <tr> <td>Custom pricing agreements with Buyer</td><td>To Be Negotiated With Buyer</td></tr> <tr> <td>Custom Incentives/Rebate agreements with Buyer</td><td>To Be Negotiated With Buyer</td></tr> </tbody> </table>		DESCRIPTION	AMOUNT OR PERCENTAGE	Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer	Product Standardization Agreements	To Be Negotiated With Buyer	Custom pricing agreements with Buyer	To Be Negotiated With Buyer	Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer
DESCRIPTION	AMOUNT OR PERCENTAGE										
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer										
Product Standardization Agreements	To Be Negotiated With Buyer										
Custom pricing agreements with Buyer	To Be Negotiated With Buyer										
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer										
Each Incentive listed above would be separately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.											

HERMAN MILLER - CONTRACT 2020000622  
EXHIBIT A.2 - PRICING SHEET

**Note:**

1. **Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery**, price includes All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.
3. **Basic Installation**, price includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. **E[xpanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Installation & Delivery Services:**

The service option product discounts 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.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- 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 commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.
- Travel expenses will be quoted extra

**Additional Charges May Apply For:**

- 1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.
- 2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
  - *Major Metro Markets include large population centers and urban environments.*
- 3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value
- 4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value
- 5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.
- 6) Local Prevailing Wage and/or Union Labor Rates
- 7) Mora, Compass, and CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.
  - 8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

*Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*

*NTE = Not To Exceed*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		NAME: Carolyn Schultz PHONE: 616-233-0910 (A/C, No, Ext): (A/C, No): 616-233-0923	
Arthur J. Gallagher Risk Management Services, Inc. 300 2tawwa N: Suite 301 Grand Rapids MI 49503		ADDRESS: carolyn_schultz@aig.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Herman Miller, Inc 855 E Main Ave. Zeeland, MI 49464		INSURER A: The Travelers Indemnity Company of CT 25682	
		INSURER B: Standard Fire Insurance Company 19070	
		INSURER C: Everest National Insurance Company 10120	
		INSURER D:	
		INSURER E:	
		INSURER F:	
HERMMIL-02			

## COVERAGES

CERTIFICATE NUMBER: 942495865

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER IOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<	HC2EGLSA-475M286A-20	6/1/2020	6/1/2021	EACH OCCURRENCE	\$ 2,000,000		
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
							MED EXP (Any one person)	\$ Excluded		
							PERSONAL & ADV INJURY	\$ 1,000,000		
							GENERAL AGGREGATE	\$ 25,000,000		
							PRODUCTS - COMP/OP AGG	\$ 4,000,000		
								\$		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HC2ECAP-475M286A-20	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000		
							BODILY INJURY (Per person)	\$		
							BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (Per accident)	\$		
								\$		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	X	OCCUR		XC8C800048-201	6/1/2020	6/1/2021	EACH OCCURRENCE	\$ 1,000,000	
			CLAIMS-MADE				AGGREGATE	\$ 1,000,000		
		DED	X	RETENTION \$ 10,000				\$		
%	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	8%-4P920303-20-NC-T	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000		
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #2020000622-3.

City of Charlotte shall be shown as additional insured solely with respect to general liability coverage per form CG D4 11 (designated person or organization) as evidenced herein as required by written contract with respect to work performed by the named insured. General liability coverage is primary/non contributory basis per forms CGT100. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

## CERTIFICATE HOLDER

## CANCELLATION

City of Charlotte 600 East 4th street 9th Floor Charlotte NC 28202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	

© 1988-2015 ACORD CORPORATION. All rights reserved.

**STATE OF NORTH  
CAROLINA COUNTY OF  
MECKLENBURG**

**FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND  
SERVICES**

**THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES** (this  
“Fourth Amendment”) is made and entered into this 27 day of July, 2021, by and between Herman  
Miller, Inc., a Michigan corporation doing business in North Carolina (the “Company”), and the  
City of Charlotte, a North Carolina municipal corporation (the “City”).

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for Furniture, Installation, and Related Products and Services dated January 1, 2020 (the “Contract”) pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties amended the Contract to add and delete product lines.
- E. The parties now desire to amend the Contract to incorporate changes to the Pricing Sheet and certain other changes.

.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the new catalog date which are attached hereto as Exhibit A.3.

4. Exhibit D of the Contract (“Federal Contract Terms and Conditions) is hereby appended as follows:

**14. Domestic (U.S.) Procurement Preference.** *Herman Miller, Inc. should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*

Notwithstanding anything to the contrary herein: (i) the appended Section 14 shall only apply to the extent it would not significantly increase pricing to Company’s end customers; and (ii) end customers utilizing the Contract will notify Company of their desire to exercise domestic procurement preferences either under the Buy American Act, Trade Agreements Act, or the appended Section 14 above as modified by this paragraph.

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourth Amendment to be executed as of the date first written above.

**HERMAN MILLER, INC**

Preston Z  
Ziegler:A0109B3000001  
BY: 6D1C502E070000E76  
(signature)

PRINT NAME: Preston Z. Ziegler  
TITLE: Contract Manager  
DATE: 6/16/2021

**CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE**

BY: \_\_\_\_\_  
(signature)  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



## Digital Contract Routing Form Non-Encumbered

Date Submitted: July 27, 2021

Submitted by: Brian Winegard

Submitter email: brian.winegard@charlottenc.gov

Contract #: 2020000622

Amendment #: 4

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co)

Vendor Legal Name: Herman Miller Inc

Vendor #: 308726

### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized  
The following signatures, once completed, shall be incorporated by reference into the contractual  
City individual with signature authority. The Routing Packet MUST include all required components per  
document identified above. the direction provided at:

#### CITY OF CHARLOTTE:

The following signatures, once completed, shall be incorporated by reference into the contractual  
document identified. The document has been preaudited in the manner  
required by the Local Government Budget and Fiscal  
Control Act.

#### City of Charlotte

eSigned via SeamlessDocs.com  
  
Key: f6ef2b82108208b08604836a6d96b831

#### ACCOUNTS PAYABLE:

The following individual has been designated by the City's  
Chief Finance Officer to Pre-Audit this Contract on behalf  
of the City:

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
	FIXED PERCENTAGE	DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER			
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 AO2 Panels (B)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	egotiable
Systems Furniture	Action Office® 2 Components (J)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	egotiable
Systems Furniture	Canvas Channel (F=)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Systems Furniture	Canvas Dock (FD)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Systems Furniture	Canvas Vista (F;)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Systems Furniture	Ethospace® (U)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Systems Furniture	FormZork™ (CY)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	egotiable
Systems Furniture	Content Solution (CF)	June 7, 2021	53.00%	51.00%	55.00%	53.00%	egotiable
Systems Furniture	Layout Studio® (LS)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Systems Furniture	Prospect (CB)	June 7, 2021	53.20%	51.20%	54.50%	52.50%	egotiable
Systems Furniture	Public Office Landscape™ (BV)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	egotiable
Systems Furniture - Ancillary	Accessories (8)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	egotiable
Systems Furniture - Ancillary	C-Style Overhead Storage (CS)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Systems Furniture - Ancillary	Energy Distribution System (C)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	egotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Systems Furniture - Ancillary	Geiger Generic (+R)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Systems Furniture - Ancillary	Generic (R)	June 7, 2021	64.00%	64.00%	66.00%	66.00%	egotiable
Systems Furniture - Ancillary	Innovative Products (.P)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Systems Furniture - Ancillary	Keys Locks (KA)	June 7, 2021	64.00%	64.00%	66.00%	66.00%	egotiable
Systems Furniture - Ancillary	Lighting (A)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	egotiable
Systems Furniture - Ancillary	Textiles (K)	June 7, 2021	64.00%	64.00%	66.00%	66.00%	egotiable
Systems Furniture - Ancillary	Thrive® CBS Portfolio (=2)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	egotiable
Systems Furniture - Ancillary	Thrive® Ergonomic Portfolio (==)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	egotiable
Systems Furniture - Ancillary	Thrive® Global (=3)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	egotiable
Freestanding Furniture	AGL Table Group™ (DF)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Freestanding Furniture	Burdick Group™ (Y)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Freestanding Furniture	Commend (+4)	June 7, 2021	66.50%	64.50%	68.50%	66.50%	egotiable
Freestanding Furniture	Eames® Tables (ET)	June 7, 2021	48.70%	46.70%	51.30%	49.30%	egotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	June 7, 2021	64.00%	62.00%	66.00%	64.00%	egotiable
Freestanding Furniture	EveryZhere™ Tables (.V)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	egotiable
Freestanding Furniture	EJ clave Performance Gear (E;)	June 7, 2021	53.30%	51.30%	54.70%	52.70%	egotiable
Freestanding Furniture	LeadZay Conference Tables (.M)	June 7, 2021	66.50%	64.50%	68.60%	66.50%	egotiable
Freestanding Furniture	Herman Miller International Collection™ (.K)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Freestanding Furniture	Herman Miller Tables (F)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Freestanding Furniture	Motia Table (A+)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	egotiable
Freestanding Furniture	olson™ Tables ( ;)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Freestanding Furniture	evi Link (.L)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	egotiable
Freestanding Furniture	evi Sit-to-Stand Tables (.D)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	egotiable
Freestanding Furniture	OE1 Boundary (JC)	June 7, 2021	66.25%	64.25%	67.25%	65.25%	egotiable
Freestanding Furniture	OE1 Micro Packs (JD)	June 7, 2021	67.25%	65.25%	68.25%	66.25%	egotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	June 7, 2021	67.25%	65.25%	68.25%	66.25%	egotiable
Freestanding Furniture	ReneZ Link (.B)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	egotiable
Freestanding Furniture	ReneZ Tables (.E)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	egotiable
Freestanding Furniture	Geiger A on (+W)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	egotiable

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
	FIXED PERCENTAGE	DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER			
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		ALL SERVICE OPTIONS
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Freestanding Furniture	Geiger Domino Storage™ (DS)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	egotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Conference Tables (H=)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Eco™ Group (GF)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Elsi (LC)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Keyeira™ Express (H ) (discontinued)						
Freestanding Furniture	Geiger Levels® (HV)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger MP Tables (HE)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger One Casegoods (H1)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Other (G=)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (G4)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Shelf (SS)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Triuna™ Collection (G2)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables Storage (H3)	June 7, 2021	43.00%	41.00%	45.00%	43.00%	egotiable
Freestanding Furniture	Rhythm (RM)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Freestanding Furniture	elson Lighting ( L)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Seating / Chairs	Aeron® Chairs (EC)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Seating / Chairs	Aside® Seating (PD)	June 7, 2021	53.00%	51.00%	55.00%	53.00%	egotiable
Seating / Chairs	Axa Folding Chair (A)	June 7, 2021	37.25%	35.25%	38.25%	36.25%	egotiable
Seating / Chairs	Caper® Chair (WC)	June 7, 2021	53.00%	51.00%	55.00%	53.00%	egotiable
Seating / Chairs	Celle® Chair (TR)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Seating / Chairs	ChadZick™ Modular Seating (V)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Seating / Chairs	Classical Seating (E)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Seating / Chairs	Collection (ER)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Seating / Chairs	Cosm (FC)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Seating / Chairs	Eames® Aluminum Group (H)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	egotiable
Seating / Chairs	Eames® Tandem Seating (L)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Seating / Chairs	Embody® ( C )	June 7, 2021	49.00%	47.00%	51.00%	49.00%	egotiable
Seating / Chairs	Goet™ Sofa (GS)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	egotiable
Seating / Chairs	Keyn (TV)	June 7, 2021	49.00%	47.00%	51.00%	49.00%	egotiable
Seating / Chairs	Limerick® Seating (PO)	June 7, 2021	53.00%	51.00%	55.00%	53.00%	egotiable
Seating / Chairs	Lino (M.)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Seating / Chairs	Mirra2 Seating (LF)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Seating / Chairs	Plex ( ;)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Seating / Chairs	Portrait Chair (AW)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Seating / Chairs	SAYL® (AV)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Seating / Chairs	Setu® (RY)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Seating / Chairs	Stools (SO)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Seating / Chairs	Verus (P.)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
Seating / Chairs	Geiger Foray ( G )	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Seating / Chairs	Geiger Guest Seating (H5)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE		DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER			
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	1 - \$100,000	\$100,001 - \$400,000	\$400,001 and Above	ALL SERVICE OPTIONS
Seating / Chairs	Geiger Sotto™ (H6)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Seating / Chairs	Geiger Stackable™ (H7)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Seating / Chairs	Geiger Stools (H2)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Seating / Chairs	Geiger Taper (FG)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Seating / Chairs	Leeway (LA)	June 7, 2021	51.00%	49.00%	51.00%	49.00%	egotiable
Seating / Chairs	Pronto Stacking Chair (JO)	June 7, 2021	53.50%	51.50%	54.50%	52.50%	egotiable
Seating / Chairs	Valor Side Chair (CR)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Seating / Chairs	Whisk (H:)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Soft Seating	HAY HM (2C)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Soft Seating	naughtone ( O )	June 7, 2021	46.00%	44.00%	46.00%	44.00%	egotiable
Soft Seating	emschoff	June 7, 2021	48.00%	47.00%	48.00%	47.00%	egotiable
Soft Seating	Swoop™ (OA)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	egotiable
Soft Seating	Geiger Lounge Seating (H8)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Soft Seating	Geiger Reframe (HJ)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	egotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	June 7, 2021	43.00%	41.00%	45.00%	43.00%	egotiable
Soft Seating	ColourForm Sofa Group (CU)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Soft Seating	ObMects (AB)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Soft Seating	Striad (SD)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	egotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	egotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	June 7, 2021	52.00%	50.00%	54.00%	52.00%	egotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	June 7, 2021	52.00%	50.00%	54.00%	52.00%	egotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	egotiable
Filing Systems, Storage & Equipment	elson™ Cabinets ( C )	June 7, 2021	37.00%	35.00%	39.00%	37.00%	egotiable
Filing Systems, Storage & Equipment	emschoff Bedside Cabinet (CD)	June 7, 2021	46.00%	44.00%	47.00%	45.00%	egotiable
Filing Systems, Storage & Equipment	OE1 Storage (JE)	June 7, 2021	67.25%	65.25%	68.25%	66.25%	egotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	June 7, 2021	52.00%	50.00%	54.00%	52.00%	egotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	June 7, 2021	52.00%	50.00%	54.00%	52.00%	egotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	egotiable
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	June 7, 2021	66.80%	64.80%	68.20%	66.20%	egotiable

HERMAN MILLER - CONTRACT 2020000622-4  
EXHIBIT A.3 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
	FIXED PERCENTAGE	DISCOUNT OFF THE MANUFACTURER'S LIST PRICE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
TW	Compass™ System (TW)	June 7, 2021	54.00%	52.00%	55.00%	53.00%	egotiable
Limited Product Lines	Design Within Reach	June 7, 2021	20.00%	18.00%	20.00%	18.00%	egotiable
D	Herman Miller for Healthcare Action Lab (D)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
SA	Herman Miller for Healthcare Carts (SA)	June 7, 2021	12.00%	10.00%	12.00%	10.00%	egotiable
CH	Mora (CH)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	egotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	June 7, 2021	50.00%	50.00%	50.00%	50.00%	egotiable
M	Overlay (M)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	egotiable
CW	Magis® Alliance (CW)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	egotiable
Cx	Mattiazzi Alliance (Cx) <i>(discontinued)</i>						

HERMAN MILLER - CONTRACT 2020000622-4  
EXHIBIT A.3 - PRICING SHEET

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

Purchase order and payment are issued directly to the local authorized Herman Miller dealer.

Payment Terms are net 30 or as negotiated with the local authorized Herman Miller dealer.

Deposit requirements and progress payments to be negotiated with the local authorized Herman Miller dealer.

Returns & cancellations are allowed only with HMI/dealer approval under HMI's change/cancellation policy.

**Note:**

1. **Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery**, price includes All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.
3. **Basic Installation**, price includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. **Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Installation & Delivery Services:**

The service option product discounts 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.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- Service work will 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 commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.

**Additional Charges May Apply For:**

- 1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - TE \$300 fee per delivery.
- 2) Major Metro Markets and any non-ground floor installation: TE 1% - 3.5% of list product value  
*- Major Metro Markets include large population centers and urban environments.*
- 3) Installation in a clinical/medical environment: TE 1% - 3.5% of list product value
- 4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: TE 1% - 3.5% of list product value
- 5) Installations outside of a 50 mile radius of the servicing dealer: TE 1% - 2% of list product value.
- 6) Local Prevailing Wage and/or Union Labor Rates
- 7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.
- 8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

*Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*

*NTE = Not To Exceed*

**HERMAN MILLER - CONTRACT 2020000622-4**  
**EXHIBIT A.3 - PRICING SHEET**

**2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:**

Basic Installation - ormal Hours	3% of List for seating products; 5% of List for all other products (Clinical Casework quoted)
Basic Installation - After Hours	See rates in option 2 below
Expanded Installation - ormal Hours	5% of List for seating products; 7% of List for all other products (Clinical Casework quoted)
Expanded Installation - After Hours	See rates in option 2 below

**OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:**

Basic Installation - ormal Hours	See fixed % of Discount In Option 1 above
Basic Installation - After Hours	\$52.50 - \$86.75
Expanded Installation - ormal Hours	See fixed % of Discount In Option 1 above
Expanded Installation - After Hours	\$52.50 - \$86.75
Design	\$55.00 - \$78.75
Project Management	\$55.00 - \$89.25
Asset Management	\$55.00 - \$89.25
Installation/Reconfiguration of existing product	\$40.00 - \$65.00
Strategic Planning Services	\$100 - \$157.50
Occupancy Planning/CAD Drafter	\$60.00 - \$89.25
Build-Out Project Mgt. Services	\$90.00 - \$115.50
FFE Mgt. Services	\$90.00 - \$115.50
Performance Environments	To be Quoted
RePurpose Program	To be Quoted - Herman Miller will work with the customer to determine the best product disposition via our repurpose program

<b>3. FIXED STORAGE RANGE RATE I FT2 :</b>	\$1.50/sq.ft - \$1.85/sq.ft
--	-----------------------------

**4. INCENTIVES:**

DESCRIPTION	AMOUNT OR PERCENTAGE
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer

Each Incentive listed above would be separately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

**THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES** (this "Fifth Amendment") is made and entered into this 3rd of February 2022, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties amended the Contract to add and delete product lines.
- E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and appended the Federal Contract Terms and Conditions.
- F. The parties now desire to amend the Contract to replace the Commercial Non-Discrimination clause, to add and delete product lines, to make adjustments to pricing, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this Fifth Amendment by reference.
2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition and deletion of product lines and the price adjustments in the January 4, 2022 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.4.
4. Section 27 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

**REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** Herman Miller, Inc. agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Herman Miller, Inc. consents to be bound by the award of any arbitration conducted thereunder."

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fifth Amendment to be executed as of the date first written above.

**HERMAN MILLER, INC.**

Preston Z  
1eg er. ·AOI 0983000001 Ziegler:A0109B30000016D1C502  
**BY: 6D1C502E0700000E76** Date: 2022.02.0409:03:19-05'00  
(signature)

**PRINT NAME:** Preston Z. Ziegler

**TITLE:** Contract Manager

**DATE:** 2/4/2022

**CITY OF CHARLOTTE:**  
**CITY MANAGER'S OFFICE**

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## Digital Contract Routing Form Non-Encumbered

Date Submitted: February 17, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000622

Amendment #: 5

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized  
The following signatures, once completed, shall be incorporated by reference into the contractual  
City individual with signature authority. The Routing Packet MUST include all required components per  
document identified above. the direction provided at:

#### CITY OF CHARLOTTE:

The following signatures, once completed, shall be incorporated by reference into the contractual  
document identified above. The document has been preaudited in the manner  
required by the Local Government Budget and Fiscal  
Control Act.

#### ACCOUNTS PAYABLE:

The following individual has been designated by the City's  
Chief Finance Officer to Pre-Audit this Contract on behalf  
of the City:

#### City of Charlotte

eSigned via SeamlessDocs.com  
  
Key: f68f2b82106208b08604836a6d96b831

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		ALL SERVICE OPTIONS
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Systems Furniture	Action Office® 1 & AO2 Panels (B)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	January 4, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	January 4, 2022	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Accessories (8)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	C-Style Overhead Storage (CS)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture - Ancillary	Energy Distribution System (C)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Generic (R)	January 4, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Innovative Products (IP)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Systems Furniture - Ancillary	Keys & Locks (KA)	January 4, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Lighting (A)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Textiles (K)	January 4, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Global (Z3)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	January 4, 2022	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	January 4, 2022	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	January 4, 2022	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	January 4, 2022	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	January 4, 2022	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	January 4, 2022	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	January 4, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	January 4, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Renew Link (IB)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Tables (IE)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS						
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER			
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000	\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY
Freestanding Furniture	Geiger Domino Storage™ (DS)	January 4, 2022	40.00%	38.00%	42.00%	40.00%
Freestanding Furniture	Geiger Catalyst™ (HL)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Conference Tables (HZ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Eco™ Group (GF)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Elsi (LC)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Keyeira™ Express (HN) (discontinued)					
Freestanding Furniture	Geiger Levels® (HV)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger MP Tables (HE)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Occasional Tables (H9)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger One Casegoods (H1)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Other (GZ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Petri/Eco Common (GT)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Shelf (SS)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Triuna™ Collection (G2)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	January 4, 2022	43.00%	41.00%	45.00%	43.00%
Freestanding Furniture	Rhythm (RM)	January 4, 2022	51.00%	49.00%	52.00%	50.00%
Freestanding Furniture	Nelson Lighting (NL)	January 4, 2022	37.00%	35.00%	39.00%	37.00%
Seating / Chairs	Aeron® Chairs (EC)	January 4, 2022	51.00%	49.00%	53.00%	51.00%
Seating / Chairs	Aside® Seating (PD)	January 4, 2022	53.00%	51.00%	55.00%	53.00%
Seating / Chairs	Axa Folding Chair (XA)	January 4, 2022	37.25%	35.25%	38.25%	36.25%
Seating / Chairs	Betwixt Seating (LN)	January 4, 2022	40.00%	38.00%	42.00%	40.00%
Seating / Chairs	Caper® Chair (WC)	January 4, 2022	53.00%	51.00%	55.00%	53.00%
Seating / Chairs	Celle® Chair (TR) (discontinued)					
Seating / Chairs	Chadwick™ Modular Seating (V)	January 4, 2022	37.00%	35.00%	39.00%	37.00%
Seating / Chairs	Classical Seating (E)	January 4, 2022	46.00%	44.00%	48.00%	46.00%
Seating / Chairs	Collection (ER)	January 4, 2022	46.00%	44.00%	48.00%	46.00%
Seating / Chairs	Comma Seating (WR)	January 4, 2022	48.00%	46.00%	50.00%	48.00%
Seating / Chairs	Cosm (FC)	January 4, 2022	51.00%	49.00%	53.00%	51.00%
Seating / Chairs	Eames® Aluminum Group (H)	January 4, 2022	46.00%	44.00%	48.00%	46.00%
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	January 4, 2022	40.00%	38.00%	42.00%	40.00%
Seating / Chairs	Eames® Tandem Seating (L)	January 4, 2022	46.00%	44.00%	48.00%	46.00%
Seating / Chairs	Embody® (CN)	January 4, 2022	49.00%	47.00%	51.00%	49.00%
Seating / Chairs	Goetz™ Sofa (GS)	January 4, 2022	40.00%	38.00%	42.00%	40.00%
Seating / Chairs	Keyn (TV)	January 4, 2022	49.00%	47.00%	51.00%	49.00%
Seating / Chairs	Limerick® Seating (PO)	January 4, 2022	53.00%	51.00%	55.00%	53.00%
Seating / Chairs	Lino (MI)	January 4, 2022	51.00%	49.00%	53.00%	51.00%
Seating / Chairs	Mirra2 Seating (LF)	January 4, 2022	51.00%	49.00%	53.00%	51.00%
Seating / Chairs	Plex (XX)	January 4, 2022	46.00%	44.00%	48.00%	46.00%
Seating / Chairs	Portrait Chair (AW)	January 4, 2022	46.00%	44.00%	48.00%	46.00%
Seating / Chairs	SAYL® (AV)	January 4, 2022	51.00%	49.00%	53.00%	51.00%
Seating / Chairs	Setu® (RY)	January 4, 2022	51.00%	49.00%	53.00%	51.00%
Seating / Chairs	Stools (SO)	January 4, 2022	37.00%	35.00%	39.00%	37.00%

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Seating / Chairs	Verus (PI)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	January 4, 2022	22.00%	20.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Leeway (LA)	January 4, 2022	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	January 4, 2022	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Whisk (HX)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	HAY HM (2C)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	naughtone (NO)	January 4, 2022	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nemschoff	January 4, 2022	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	January 4, 2022	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Striad (SD)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Lateral (MF)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	January 4, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	January 4, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Nemschoff Bedside Cabinet (CD)	January 4, 2022	46.00%	44.00%	47.00%	45.00%	Negotiable
Filing Systems, Storage & Equipment	OE1 Storage (JE)	January 4, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	January 4, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	January 4, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Lateral (UL)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	January 4, 2022	54.00%	52.00%	55.00%	53.00%	Negotiable
Limited Product Lines	Design Within Reach	January 4, 2022	20.00%	18.00%	20.00%	18.00%	Negotiable
D	Herman Miller for Healthcare Action Lab (D)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	January 4, 2022	12.00%	10.00%	12.00%	10.00%	Negotiable
CH	Mora (CH)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	January 4, 2022	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
CW	Magis® Alliance (CW)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX) <i>(discontinued)</i>						

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

Purchase order and payment are issued directly to the local authorized Herman Miller dealer.

Payment Terms are Net 30 or as negotiated with the local authorized Herman Miller dealer.

Deposit requirements and progress payments to be negotiated with the local authorized Herman Miller dealer.

Returns & cancellations are allowed only with HMI/dealer approval under HMI's change/cancellation policy.

**Note:**

1. **Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery**, price includes All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.
3. **Basic Installation**, price includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. **Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Installation & Delivery Services:**

The service option product discounts 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.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- 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 commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.

**Additional Charges May Apply For:**

- 1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.
- 2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
  - *Major Metro Markets include large population centers and urban environments.*
- 3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value
- 4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value
- 5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.
- 6) Local Prevailing Wage and/or Union Labor Rates
- 7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.
- 8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

*Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*

*NTE = Not To Exceed*

**2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:**

Basic Installation - Normal Hours	3% of List for seating products; 5% of List for all other products (Clinical Casework quoted)
Basic Installation - After Hours	See rates in option 2 below
Expanded Installation - Normal Hours	5% of List for seating products; 7% of List for all other products (Clinical Casework quoted)
Expanded Installation - After Hours	See rates in option 2 below

**OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:**

Basic Installation - Normal Hours	See fixed % of Discount In Option 1 above
Basic Installation - After Hours	\$52.50 - \$86.75
Expanded Installation - Normal Hours	See fixed % of Discount In Option 1 above
Expanded Installation - After Hours	\$52.50 - \$86.75
Design	\$55.00 - \$78.75
Project Management	\$55.00 - \$89.25
Asset Management	\$55.00 - \$89.25
Installation/Reconfiguration of existing product	\$40.00 - \$65.00
Strategic Planning Services	\$100 - \$157.50
Occupancy Planning/CAD Drafter	\$60.00 - \$89.25
Build-Out Project Mgt. Services	\$90.00 - \$115.50
FFE Mgt. Services	\$90.00 - \$115.50
Performance Environments	To be Quoted
RePurpose Program	To be Quoted - Herman Miller will work with the customer to determine the best product disposition via our repurpose program

<b>3. FIXED STORAGE RANGE RATE / FT<sup>2</sup> :</b>	\$1.50/sq.ft - \$1.85/sq.ft
---	-----------------------------

**4. INCENTIVES:**

DESCRIPTION	AMOUNT OR PERCENTAGE
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer

\*Each Incentive listed above would be separately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG****SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES]**

**THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES** (this "Seventh Amendment") is made and entered into this 22 of December 2023, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties amended the Contract to add and delete product lines.
- E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.
- F. The parties amended the Contract to replace the pricing sheet due to the addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.
- G. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.
- H. The parties now desire to amend the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**A G R E E M E N T**

1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition of product lines and the price adjustments in the July 5, 2023, verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.7.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

- **IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventh Amendment to be executed as of the date first written above.

**HERMAN MILLER, INC:**

DocuSigned by:

BY:   
(signature)

PRINT NAME: Jay Lanenga

TITLE: Senior Director of Contracts

DATE: December 15, 2023 | 2:52 PM EST

**CITY OF CHARLOTTE:**  
**CITY MANAGER'S OFFICE**

BY: See Attachment Below  
(signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Digital Contract Routing Form Non-Encumbered

Date Submitted: December 21, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000622

Amendment #: 7

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

#### City of Charlotte

eSigned via SeamlessDocs.com  
A rectangular box containing a handwritten signature in black ink that reads "Liz Babson". Above the box, the text "eSigned via SeamlessDocs.com" is printed in small, faint capital letters. Below the box, the text "Key: f86f2b82106208b08604836a6d96b81" is printed in a smaller, faint font.