

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: HERMAN MILLER, INC. 855 E MAIN AVENUE ZEELAND, MICHIGAN 49464	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	MAY 13, 2021 <hr/> 21-DES-R-632 <hr/> FOR THE PROVISION OF FURNITURE, INSTALLATION & RELATED PRODUCTS <hr/>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-R-632 including any attachments or amendments thereto.

EFFECTIVE DATE: MAY 13, 2021

EXPIRES: JANUARY 1, 2025

RENEWALS: TWO (2) ONE YEAR RENEWAL PERIODS FROM January 1, 2025 to January 1, 2027

COMMODITY CODE(S): 93146, 93145

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DES-R-632

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ZACH ZIEGLER

VENDOR TEL. NO.:

(616) 654-8843

EMAIL ADDRESS: PRESTON_ZIEGLER@HERMANMILLER.COM

COUNTY CONTACT: PIA INGLIS (DES AND FD&C)

COUNTY TEL. NO.:

(703) 228-3244

COUNTY CONTACT EMAIL: PINGLIS@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title: Procurement Officer

Date: May 13, 2021

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 21-DES-R-632

THIS AGREEMENT (hereinafter "Agreement") is made, on **May 12, 2021** by the County, between **Herman Miller, Inc.** ("Contractor"), a Michigan stock corporation with a place of business at 855 E Main Avenue, Zeeland, Michigan 49464 authorized to transact business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A City of Charlotte, North Carolina Contract 2020000622 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the City of Charlotte and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the City of Charlotte. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than January 1, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the City of Charlotte renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from January 1, 2025 to January 1, 2027 ("Subsequent Contract Term"). However, if the City of Charlotte does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish Office, Education, Classroom and Miscellaneous Furniture, Installation and Related Products and Services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Zach Ziegler
Herman Miller, Inc.
855 E. Main
Zeeland, Michigan 94964
Phone: 616-654-8843
Email: Preston.Ziegler@hermanmiller.com

TO THE COUNTY:

Pia Inglis
Facilities and Design & Construction
Arlington County, Virginia
1400 N Uhle Street, Suite 403
Arlington, Virginia 22201
Phone: 703-228-3244
Email: pinglis@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.


11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

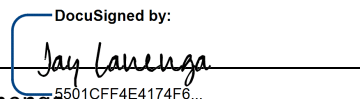
HERMAN MILLER, INC.

AUTHORIZED SIGNATURE: 
DocuSigned by:
27FC198F4A6D475...

NAME: SY GEZACHEV

TITLE: PROCUREMENT OFFICER

DATE: 5/13/2021

AUTHORIZED SIGNATURE: 
DocuSigned by:
5501CFF4E4174F6...

NAME: Jay Lanenga

TITLE: Director of Contracts

DATE: 5/12/2021

**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 Principle 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.

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 the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent, and shall treat the Intellectual Property as “Confidential Information” pursuant to Section 25 of the Contract.

21.3. 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:

For the Company:	For the City:
Zach Ziegler	Kay Elmore
Herman Miller, Inc.	City of Charlotte
855 E. Main	City Procurement
Zeeland, MI 94964	600 East Fourth Street, 9 th Floor
	Charlotte, NC 28202
Phone: 616-654-8843	Phone: 704-336-2524
Fax:	Fax: 704-632-8252
E-mail: Preston.Ziegler@hermanmiller.com	E-mail: kelfmore@charlottenc.gov

With Copy To:	With Copy To:
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 th Floor
	Charlotte, NC 28202
Phone: 201-341-1005	Phone: 704-336-3012
E-mail: greg_cass@hermanmiller.com	E-mail: amjones@charlottenc.gov

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."

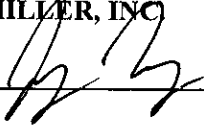
[Signature Page Follows]

CONTRACT #: 2020000622

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 Contract to be executed as of the date first written above.

HERMAN MILLER, INC


BY: 
(signature)

PRINT NAME: Jay Lanenga

TITLE: Director of Contracts

DATE: 12/10/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Angela C. Lee

TITLE: Asst. City Manager

DATE: 1/6/20

EXHIBIT A – PRICING SHEET

HERMAN MILLER - CONTRACT 202000622
EXHIBIT A - PRICING SHEET

I. 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	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
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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

HERMAN MILLER - CONTRACT 202000622
EXHIBIT A - PRICING SHEET

I. 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	
							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® Laterals (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® Laterals (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

HERMAN MILLER - CONTRACT 2020000622**EXHIBIT A - 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
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

**HERMAN MILLER - CONTRACT 2020000622
EXHIBIT A - PRICING SHEET**

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

3. FIXED STORAGE RANGE RATE / FT² :	\$1.50/sq.ft - \$1.85/sq.ft
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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.	

HERMAN MILLER - CONTRACT 2020000622

EXHIBIT A - 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. **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.
- 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:

Product or Service	Examples	Environmental Attributes
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 IPS website at www.ips.state.nc.us and the City’s Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

1 _____
2 _____
3 _____

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

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)

7-30-19
Date


Authorized Signature

Director of Commercial Contracts
Title

Herman Miller Inc.
Company Name

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

Facsimile: 616.654.8278
(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

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. Warranty information for Maharam® textiles can be found by visiting 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 or call (888) 443 4357.

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® 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. 40

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

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.

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.



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®, Pristo®, 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 BUYERS 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

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



Warranty

Coverage

All products sold by Design Within Reach, Inc., through its contract channel (“DWRC”) are warranted 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 warranted 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 their 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 in electronic form (picture, pdf).
4. During the warranty period, Framery undertakes upon written request of the Purchaser to, 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 design, poor workmanship or 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 any time, 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 by other than personnel of Framery Oy 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 by other than personnel of Framery Oy 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 no case later than twenty-one (21) days after discovering the defect which it 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 when 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 to and from Framery shall be for 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.

HAY

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 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.

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. - Mechanicsburg	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	

WRG	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. - Fort 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	M	
Alpha Coating Technology	Supplier	M	
Apex Spring & Stamping	Supplier	M	
Eagle-Nichols Packaging	Supplier	M	
Global Concepts Enterprise Inc	Supplier	M	
Hot Melt Technologies	Supplier	M	
Intex Technologies	Supplier	M	
Jireh Metals Products	Supplier	M	
Luna Textiles	Supplier	M	
Mico Industries	Supplier	M	
Primera Plastic Inc	Supplier	M	

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 %
Total MWSBE Utilization	10 %

Representative (signed): *Kavy Lenon*

9/26/2019
Date

Kavy Lenon
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

To be completed by the Bidder	
Name of Bidder:	Herman Miller, Inc. / Alfred Williams & Company Vendor #: 122386
Address:	855 E Main Zeeland, MI 49464
Contact Person:	Jay Lanenga Email: jacob_lanenga@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.

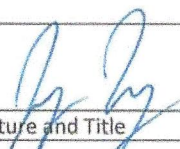
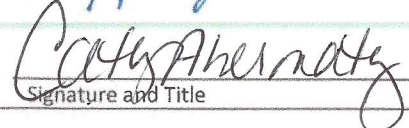
Identify in complete detail the scope of work to be performed or item(s) to be supplied by the SBE and/or MBE.

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.

To be completed by SBE and/or MBE	
Name of SBE and/or MBE:	Cabro LLC Vendor#: 305715
Address:	1893 Scott Futrell Drive. Charlotte, NC 28208
Contact Person:	Cathy Abernathy Email: mark@cabro1.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:	 Director of Contracts Date: 12/4/19
SBE/MBE Firm: (Circle one or both)	 managing partner Date: 12/4/19

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.

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> 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: hermanmiller.ecomedes.com.</p>
<p><u>Recyclability.</u> 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: hermanmiller.ecomedes.com.</p>
<p><u>Biodegradability.</u> 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> 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> 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> 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> 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> 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: hermanmiller.ecomedes.com.</p>
<p><u>Reduced Packaging.</u> 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> 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>Herman Miller Safety and Sustainability Policy At Herman Miller, we approach safety and sustainability two ways.</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.</p> <p>These approaches meet in the middle, always striving to improve through commitments to:</p> <p>Living, Working, and Being Safe Promoting safety knowledge, well-being both at work and at home, and the prevention of injuries and ill health.</p> <p>Being Resource Smart Acting on the prevention of pollution, the elimination of all forms of waste, and the efficient use of all resources.</p> <p>Being Eco Inspired Advocating for better, more sustainable products with safer material chemistry.</p> <p>Being Community Driven Sharing best practices with all stakeholders and going beyond compliance with regulations and other requirements.</p>
<p><u>Life Cycle Management.</u> 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><u>End of Life Management.</u> 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 9 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-105

FURNITURE, INSTALLATION 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.

Herman Miller Inc. (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 Signature

7-30-19

Date

Herman Miller Inc.

Company Name

855 East Main Avenue

Address

Zeeland, Michigan 49464

City/State/Zip

