



OMNIA

PARTNERS



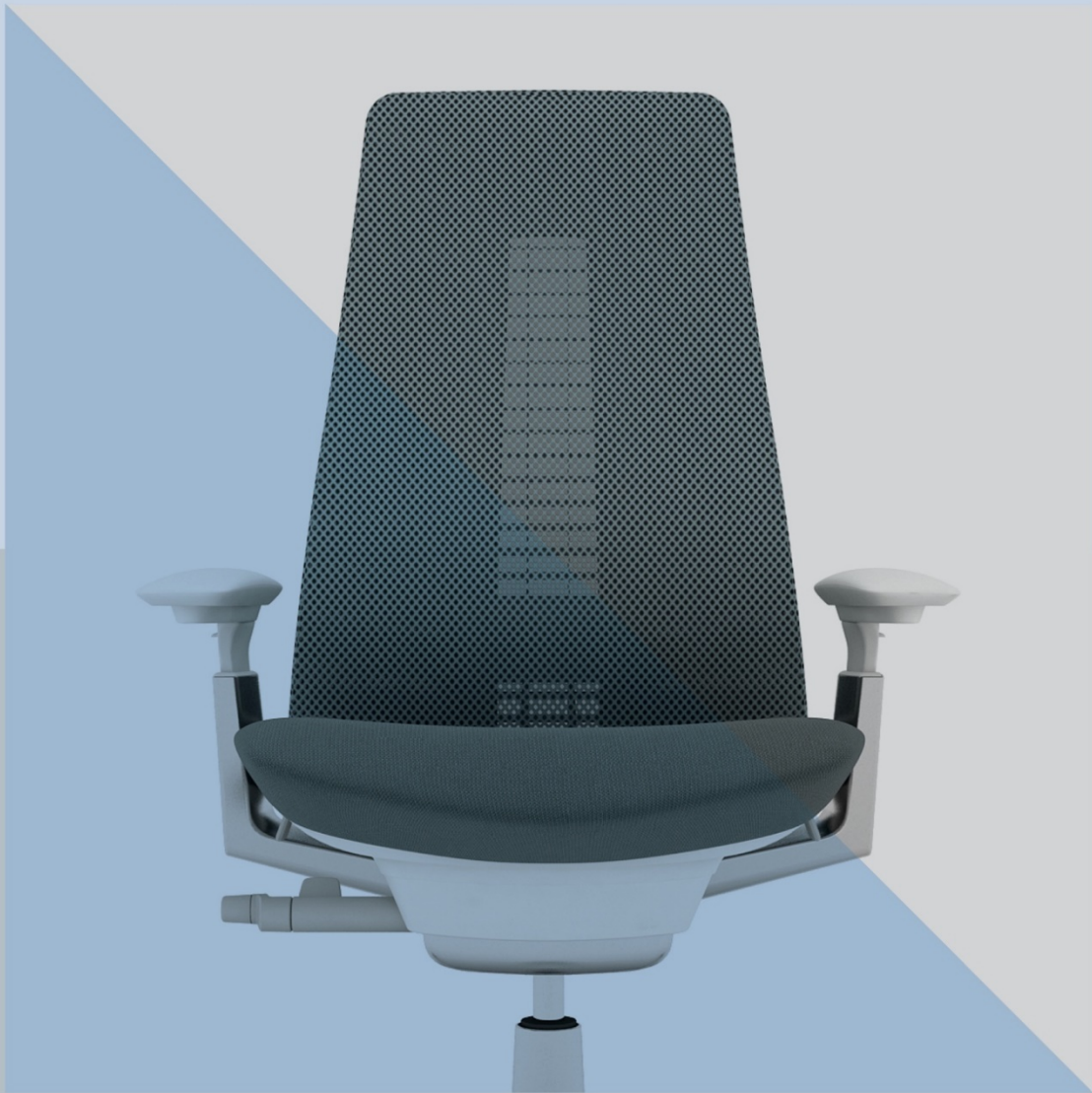
CHARLOTTE

Request for Proposals
Furniture, Installation, and Related
Products and Services

RFP # 269-2019-105
Due: August 6, 2019 - 2pm EST
Last Amended: July 18, 2019



HAWORTH®



HAWORTH®

HAWORTH

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haworth.com

August 6, 2019

CONFIDENTIAL

Ms. Genetta N. Carothers
City of Charlotte, City Procurement
600 East 4th Street, CMGS 9th Floor
Charlotte, NC 28202

Subject: RFP #269-2019-105

Dear Ms. Carothers:

On behalf of Haworth and our Best-in-Class dealer, PMC Commercial Environments (PMC), thank you for the opportunity to submit our proposal to serve OMNIA Partners and its Lead Agency, the City of Charlotte. It has been our privilege to serve agencies throughout the country under US Communities for more than 18 years, and we would be honored to continue to serve OMNIA Partners and its new Lead Agency with the same dedication and commitment to customer satisfaction.

Tim Hodges, Haworth's dedicated Sales and Marketing Program Manager for the OMNIA account, will serve as the Program Manager. Tim will work collaborate with other internal Haworth teams including customer service, planning, scheduling, transportation, and marketing to ensure OMNIA Partners, its Lead Agency, and all its other members have the resources available to them whenever needed.

Our dealer-partner, PMC, is well-known for consistent achievement and exceptional results on projects of any size. Their experience, combined with having both a showroom and warehouse locations in Charlotte, will be key elements in the successful management of any City of Charlotte project.

Services to all other OMNIA Partners will be provided by other national dealerships within Haworth's network of Authorized and Preferred dealers. This robust network of 300 dealers in North America alone (almost half of which are Preferred dealers) allows us to offer public agencies full services provided by a dealership in relatively close proximity. As our face to the market, Haworth dealers are fundamental to our organization. Each of them are held to a very high standard, and are highly trained and experienced to provide customers with the assurance of a consistent procurement

Ms. Genetta Carothers
City of Charlotte / OMNIA Partners
RFP #269-2019-105
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experience no matter where they are located, where a project installs, or how many other projects are occurring simultaneously. Our model provides each of your member agencies with the capability and sound financial backing of a large corporation, combined with the personal attention and support of a local dealer.

Haworth has built a global business on listening to our customers and translating their feedback into products and solutions that help their businesses thrive. Our goal for OMNIA Partners and its member agencies is that their investment with Haworth be the best they will make in terms of total cost of ownership, future assurance, and unsurpassed supplier satisfaction. We welcome the opportunity to demonstrate how we will provide high quality support at every step and look forward to building a relationship built upon trust, collaboration, and exceeded expectations.

Sincerely,

HAWORTH, INC.



Jeff Harrison
Director, Business Resource Center
616-393-1091
jeff.harrison@haworth.com

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PROPOSED SOLUTION

Project Team

The comprehensive team dedicated to serving OMNIA Partners is comprised of experienced and knowledgeable professionals who are ready, responsive, and committed to the success of this partnership.

Tim Hodges, Sales and Marketing Program Manager | OMNIA Partners

A well-respected customer program manager, Tim has more than 17 years of account management experience, the last five of which have been with Haworth where he has managed the US Communities account, as well as federal government and educational contracts. Tim is also a Navy Reserve Intelligence Officer who holds the military rank of Commander and has a Top Secret (SCI) security clearance. His 30-year military background has afforded him numerous leadership positions in the US and during a one-year deployment in Afghanistan where he worked as a Navy Intelligence Officer. Tim has a Bachelors Degree in public relations and journalism and a Masters Degree in human relations and psychology. He also holds a Six Sigma Black Belt certification. His role as Sales and Marketing Program Manager for the OMNIA Partners account is to conduct dealer training and ensure a smooth transition, to help develop and execute marketing campaigns, and to work closely alongside the sales teams to ensure OMNIA Partners' contract is utilized to its fullest potential.

Tony Mayone, Vice President, NA Market Segments

Tony has held a variety of sales and sales leadership positions during his 29-year tenure with Haworth, and currently leads the sales and program development for federal government, healthcare and education markets. Through networking with various industry organizations such as the NIGP Business Council and countless customers, Tony has worked to influence Haworth's strategy to adapt to the ever-changing requirements of his market, and is at the helm of guiding Haworth's sales force in helping to serve the non-profit market segment through Commercial Interiors, Performance Technology, and Lifestyle Design products. Tony is the executive sponsor for the OMNIA Partners contract, providing strategic planning, and executive oversight.

Dan Vredevoogd, Contract Analyst

Dan will serve as the Business Resource Center contact at Haworth for the OMNIA Partners contract and is responsible for the management of all contractual obligations. He joined the Haworth team in April 2019, bringing 15 years of experience in the wholesale distribution industry, most recently in a regional price and contract management role.



PROPOSED SOLUTION

Project Team (continued)

David Graves, Territory Sales Director

Dave has 30 years of sales management experience in the contract furniture industry. He serves as the manufacturer liaison for OMNIA Partners, working in tandem with Haworth and all dealer teams serving them. Responsible for customer overall satisfaction, Dave will ensure the highest level of response to product specifications, pricing, and delivery requirements throughout all phases.

Ben Adams, Dealer Sales Manager

Ben will serve OMNIA Partners' Lead Agency as Haworth's primary contact for local manufacturer support. He will work as customer advocate and liaison between City of Charlotte, manufacturer, and dealer, providing information, knowledge and communication regarding developments with new products, tools and processes. Ben brings 37 years of Haworth experience and has worked with numerous OMNIA Partners members and projects.

Holly Anderson, Communications Project Manager

Holly has over two decades of experience in marketing communications and project management and leads the development of marketing collateral from concept through delivery. Her role for OMNIA Partners will focus on providing strategic content for the supplier page, social media channels, and various sales and training deliverables, as needed.

Numerous other teams at Haworth offer additional support as needed, including:

- Tailored Solutions
- Order Processing
- Logistics and Planning
- Sustainability
- Product Line Marketing
- Distribution



PROPOSED SOLUTION

Project Team (continued)

Haworth's dealer network will provide all services to OMNIA Partners members throughout the US. OMNIA Partners' Lead Agency, The City of Charlotte, will be served by our dealer PMC Commercial Interiors. The PMC team will work in close collaboration with Tim Hodges, Dave Graves, and Ben Adams from Haworth's OMNIA Partners team. The bios for PMC OMNIA Partners team members are included in Section 7 of this response; a summary of their roles and responsibilities is below:

- **Peter Stipecevic, Account Manager** - dealer primary point of local contact for the City of Charlotte
- **Samantha Baumgardner, Managing Director** - oversight and management of the dealer team to ensure City of Charlotte's goals are constantly in sight
- **Jennifer Kite, Designer** - providing site specific design and rendering expertise; fabric and finishes recommendations
- **Tommy Smith, Project Manager** - managing business details to ensure all installations are accomplished on time and within budget
- **Aisha Hobbs, Service Coordinator** - order placement and tracking; will ensure quick resolution to any product or logistic issue
- **Kate Smith, Director of Ideation** - will work closely with the City of Charlotte to understand priorities, workstyles, and preferences; providing tools and workplace strategy option
- **John Moore, Lead Installer** - manage all installation projects; quality assurance
- **Neil Rose, Director of Operations** - oversight and supervision of installation projects; ensuring crew efficiency
- **Alex Tarr, Divisional Manager - Charlotte (Synergy Installation)** - primary contact at installation firm, will assign and supervise the installation crews



PROPOSED SOLUTION

Overview

We are pleased to have an opportunity to continue to serve the public agencies throughout the US under the OMNIA Partners Master Agreement.

Tim Hodges, Haworth's dedicated Sales and Marketing Program Manager for OMNIA Partners, has already begun managing the transition from US Communities to OMNIA Partners. He will continue to diligently promote the Master Agreement through training dealers, collaborating on the development of new and revised marketing collateral, and keeping in constant communication with the rest of the team.

Upon award, Tim will schedule a conference call or WebEx between OMNIA Partners and the Haworth core team. This will begin the process of establishing a strong and ongoing relationship. In addition to facilitating general discussion, he will review expectations and introduce any other Haworth regional team members who will help service the account. He will also provide an overview of dealers in all states, noting any who hold Preferred or Best-in-Class status. This initial step will ensure all agency procurement officers have the information needed to make an informed decision about selecting a dealership to work with prior to the start of any project. Tim will schedule visits to OMNIA Partners annually, or as requested, to assess satisfaction level and to keep them informed of any changes in dealerships, new product offerings, or other updates.

Within the first 30 days of the contract, Tim will also meet with Haworth Regional Dealer Managers (RDMs) throughout the country to create an orientation program for participating dealerships. RDMs oversee all dealer activity, and keep dealers updated on new product, processes, and major projects. The orientation will involve a thorough overview of Haworth's OMNIA Partners contract, including the breadth of approved product, contract terms and conditions, assigning a dealer point of contact, and service level agreements. This will ensure that all OMNIA Partners members have a consistent experience when ordering Haworth product, regardless of their location and which dealer services their accounts.

OMNIA Partners' lead agency, the City of Charlotte, will be served by Haworth's Best-in-Class dealer, PMC Commercial Interiors (PMC). PMC has been serving businesses for over 75 years, providing high-quality furniture and services that include in-house design, project management, and furniture installation. Its business model is built around creating, implementing, and managing furniture and interior solutions. Fortified with the extensive experience and creativity of its team members, PMC provides innovative solutions to customers before, during, and after products are installed.



PROPOSED SOLUTION

Overview (continued)

Our marketing and implementation plan for OMNIA Partners is multifaceted, with emphasis on easy accessibility to information and tools, and consistently quick responses. We want you to be assured that you and your members have the information you need whenever you need it.

- Within 30 days of contract award, Haworth will update OMNIA Partners' information on its website to include a complete list of contact information for dealers and key Haworth representatives.
- Haworth and dealers throughout the country will initiate contact and call on procurement officers, if applicable, and public agencies in each participating region.
- Haworth publishes a broad range of assets and design tools on its website that are available to design partners and customers. These include price lists, cutsheets, idea starters, and other specification tools, including symbols in 2D, 3D, CAD, and Revit formats.
- Information about Haworth Value Added services will also be available to all public agencies. Haworth offers a range of services, from helping customers establish direction to developing high performance solutions. We employ workplace strategists, design consultants, and researchers to help customers reach their objectives. We also offer a variety of diagnostic proprietary tools and services which use a Science + Design methodology to help customers identify needs and set goals to drive desired levels of organizational effectiveness.

All public agencies have the option of submitting orders either through a Haworth dealer or of sending them directly to Haworth at orderentry@haworth.com. All orders will be channeled through a Haworth dealership, regardless of whether the agency has a dealer place the order on its behalf or submits a hard copy PO to Haworth via email. Orders placed by dealers are received electronically through Lynx, Haworth's proprietary, web-based interface, that allows dealers to run quotes, and place orders. Lynx is a tool used to confirm all proposals and orders are 100% accurate based on part number and contract price and discount.



PROPOSED SOLUTION (continued)

Reporting

If requested, Haworth's Contract Administrator for OMNIA Partners projects will travel to contract evaluation meetings, at agreed upon intervals, with the Master Agreement Administrator and will present metrics on a wide range of topics. Haworth's reporting capabilities are broad and customizable; we can report on any piece of data recorded on a Purchase Order, Order Acknowledgement, or Order Invoice. We also partner with our dealer teams to report performance and service data. Haworth can also provide sustainability information by project when a customer is seeking LEED certification. Reports can be further customized to any requirements that may be specific to any participating public agency and scheduled at more frequent intervals if requested.

Rather than Haworth prescribing what types of reports will be provided, we will partner with OMNIA Partners to determine the elements it deems most important; once identified, they become the foundation of the reporting structure. In addition to general discussion and an overall review of the contract, concerns, and experiences, reports and discussion typically include:

- Total annual spend
- Total spend by state/public agency
- Total spend by product category (systems, seating)
- Total state spend by product category
- Spend by product line (Compose, Soji)
- Spend by product number (ABC-123) with or without fabric and finish selections
- Order lead time
- Review and management of terms and conditions
- New product introductions and market trends
- Dealer updates
- Quality and/or corrections review



PROPOSED SOLUTION

Products

Haworth's breadth of product is wide and allows us to furnish virtually every area of our customers' facilities including outdoor areas. Our product portfolio includes seating, storage, desks and tables, systems, lighting, accessories, integrated technology, ancillary furniture, and modular walls. We offer thousands of product lines, each with numerous features and options, and in a variety of sizes and styles. A high level summary is provided below, but Haworth's full statement of line, including photographs, technical specifications, and pricing can be viewed on our website at www.Haworth.com/products.

Seating

- Task and Executive Chairs
- Visitor and Conference Chairs
- Lounge (sofas, chairs, benches)
- Stacking Chairs
- Stools
- Acoustic Seating
- Dining
- Outdoor

Workspaces

- Spine-based
- Panel-based
- Benching and Desking
- Private Office
- Shared and Booth

Lighting

- Table
- Floor
- Pendant
- Acoustic

Technology

- Collaboration
- Teamwork

Desks and Tables

- Collaborative
- Conference
- Height Adjustable
- Side and Occasional
- Training
- Dining
- Outdoor

Storage

- Files and Pedestals
- Cabinets and Towers
- Shelves
- Bookcases
- Recycling Products

Accessories

- Rugs and Decor
- Mobile Carts
- Privacy Screens
- Easels and Whiteboards
- Monitor Arms
- Electrical Components

Architectural Interiors

- Moveable Walls
- Architectural Panel Systems
- Acoustic Solutions



PROPOSED SOLUTION

Services

A summary of services provided through our dealer network include:

Interior Design

- Space Planning and Interior Design
- Site and Field Verification
- Installation Drawings and Renderings
- Procuring Mockups
- Product Application
- Ergonomic Consultation

Project Management

- Schedule Development
- Coordinating with Architects and Facilities Managers
- Documentation
- Custom Reporting
- Coordinate Deliveries
- Preparing Tagging/Custom Carton Information
- Transportation and Move Management

Order Services

- Order Preparation and Management
- Review and Verify Acknowledgement
- Track and Communicate Status
- Order changes

Installation

- Pre-installation Preparation
- Furniture Assembly
- Furniture Moving and/or Removal
- Punch List and Resolution
- Removal/Recycling/Disposal of Installation Debris
- Refurbishment

Post-Installation

- Warranty service
- Repair
- Product Orientation and Training



PROPOSED SOLUTION

Services (continued)

Haworth and its dealers also offer a variety of value-added service that allows customers to focus on their core competencies while benefiting from Haworth's facility and furniture management experience and expertise. This support may come directly from Haworth or through our dealers. Although many of these services are typically fee-based, all can be negotiated based on project volume and contract scope.

Programs for Supporting Facilities Operations

- Refurbishment/Decommissioning
- Maintenance
- Assessing Facilities Performance
- Planning Facilities Strategies

Comprehensive Facility Management Solutions

- Assessing Facilities Performance
- Planning Facilities Strategies
- Managing Facilities Processes
- Supporting Facilities

Programs for Assessing Facilities Performance

- Work Process Analysis
- Alternative Office Needs Assessment
- Ergonomic Audit
- Environmental Audit



PROPOSED SOLUTION

Benefits of Partnering

Sole Source Provider Offer – Haworth is pleased to offer OMNIA Partners members a Sole Source pricing option to any OMNIA Partners public agency that selects Haworth as its sole source provider within the terms of the OMNIA Partners contract. This option will provide deeper discounts than the standard OMNIA Partners contract and would require agencies to sign an agreement acknowledging Haworth as their single source provider.

Organic Workspace

Our Organic Workspaces perform on multiple levels and increase in value over time. It allows customers to easily flex their environments as their organizational priorities shift, reducing the cost of realigning space to support ever-evolving business activities, offering customers an even greater return on their investment

Privately-Owned

Among our major competitors, Haworth is the only company that is family-owned and privately held, meaning we are accountable only to our customers and employees, rather than to a corporate board or the whims of the market.

Global Presence

We are also the most global company in our industry. We manufacture product in the communities we serve, providing us with the ability to absorb knowledge, design acumen, and cultural diversity throughout a broad geographic range, which ultimately leads to even greater ability to serve our customers.

Workplace Knowledge

Haworth helps other businesses work better by providing them with products and services that promote creativity, productivity, sustainability, and profitability. We engage a network of experts from around the world to further our understanding of workplace trends, and we have invested significantly in ongoing research around ideation, innovative design, and engineering. Our research informs our direction; we understand how environments affect productivity and stimulate mental output. Our research is one of the things that helps our company apart and heightens our ability to provide customers with solutions that match their own priorities – solutions backed by research, knowledge, global perspectives, and product.

PROPOSED SOLUTION

Benefits of Partnering (continued)

Continuous Improvement

Throughout its history, two of the most persistent characteristics of Haworth's value system are understanding the customer and a commitment to continuous improvement. Haworth revolutionized the office industry with the invention of the first pre-wired panel in 1976 and has been passionate about finding ways to make workplaces function more efficiently ever since. Today, Continuous Improvement remains the company's number one core competency. We have a formalized Continuous Improvement program we call the Haworth Management System (HMS) that we apply to both our manufacturing operations and our office processes. Our corporate HMS staff helps to support, facilitate, and lead initiatives that drive results and eliminate waste for internal and external customers.



Hop Height Adjustable Benching with Soji Task seating

In addition to Continuous Improvement, other Haworth core competencies include:

- Flexibility and Adaptability - Integrated Palette
- Solution-based, customer-facing approach to sales and service
- Extensive dealer network
- Quality
- Sustainability
- Design expertise



SECTION 7 Required Forms

- C. Addenda Receipt Confirmation (Form 2)
- D. Proposal Submission (Form 3)
- E. Pricing Worksheet (Form 4 and Related Supplemental Information)
- F. MWSBE Utilization (Form 5 and related Supplemental Information)
- G. Company's Background Response (Form 6 and Related Supplemental Information)
- H. References (Form 7)
- I. Certification Regarding Debarment, Suspension (Form 8)
- J. Byrd Anti-Lobbying Certification (Form 9)
- K. Environmental Purchasing Responses (Form 10 and Related Supplemental Information)

Section 7
Required 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:**

8 Jul 19
11 Jul 19
18 Jul 19

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

Matthew Corl

(Please Print Name)

7-31-19

Date



Authorized Signature

Manager Business Segments

Title

Haworth, Inc.

Company Name

Section 7
Required Forms

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

This Proposal is submitted by:

Company Name:

Haworth, Inc.

Representative (printed):

Matthew Corl

Address:

One Haworth Center

City/State/Zip:

Holland, MI 49423

Email address:

matt.corl@haworth.com

Telephone:

616-393-3597

(Area Code) Telephone Number

Facsimile:

(Area Code) Fax Number

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

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

Section 7 Required Forms

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: Section V "Exceptions"

☐ 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): _____

(REVISED 7-18-19) SECTION 7 - REQUIRED FORM 4 – PRICING WORKSHEET
RFP # 269-2019-105
FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **Your Price Proposal must reflect all costs for which the City/Participating Public Agencies will be responsible.**

For purposes of this RFP, assume an initial term of five (5) years, with the City having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

1. Furniture Categories and Other Related Products: Company must identify the manufacturer's list price catalog name with the edition number and/or date. Company may insert rows to add product lines per category and incorporate tiered discounts. Company must insert the fixed percentage discount of the manufacturer's list price for each delivery option in the table below:

REVISED TO REQUIRE A FIXED (%) PERCENTAGE DISCOUNT OFF THE MANUFACTURER'S LIST PRICE BASED ON AVAILABLE CATEGORY AND EACH DELIVERY TYPE			
Category	Insert the Verifiable Manufacturer's List Price Catalog Name with the Edition Number and/or Date	Drop Ship	Inside Delivery
Systems Furniture	Please see following pages for our complete response		
Freestanding Furniture			
Seating / Chairs			
Soft Seating			
Filing Systems, Storage & Equipment			
Library Furniture			
Auditorium/Theater Fixed Seating			
Other Related Products	Insert the Verifiable Manufacturer's List Price Catalog Name with the Edition Number and/or Date	Drop Ship	Inside Delivery

1. **Furniture Categories and Other Related Products:** Company must identify the manufacturer's list price catalog name with the edition number and/or date. Company may insert rows to add product lines per category and incorporate tiered discounts. Company must insert the **fixed** percentage discount of the manufacturer's list price for each delivery and installation option in the table below:

Fixed (%) Percentage Discount off the Manufacturer's List Price					
Category	Insert the Verifiable Manufacturer's List Price Catalog Name with the Edition Number and/or Date Price Lists April 2019	Drop Ship	Inside Delivery	Basic Installation	Expanded Service Installation
Systems Furniture	Unigroup Systems (NW & WT)	71%	66%	N/A	N/A
Systems Furniture	Unigroup Too Panels	71%	66%	N/A	N/A
Systems Furniture	Places Systems (NW & WT)	71%	66%	N/A	N/A
Systems Furniture	Adaptable Comps - Wksr, Up Stor, Lghtng	71%	66%	N/A	N/A
Systems Furniture	Places Systems (Wood)	71%	66%	N/A	N/A
Systems Furniture	Systems Fabric	71%	66%	N/A	N/A
Systems Furniture	Compose	68%	63%	N/A	N/A
Systems Furniture	Premise Systems	68%	63%	N/A	N/A
Systems Furniture	IF Systems	68%	63%	N/A	N/A
Freestanding Furniture	Masters	53%	48%	N/A	N/A
Freestanding Furniture	Suite	53%	48%	N/A	N/A
Seating / Chairs	Accolade/Comf 28 NW/Monaco/Sys 58	63%	58%	N/A	N/A
Seating / Chairs	Improv, Comforto 12	63%	58%	N/A	N/A
Seating / Chairs	Seating Fabric	63%	58%	N/A	N/A
Seating / Chairs	Look (Sit 10)	63%	58%	N/A	N/A
Seating / Chairs	X99 Seating	60%	55%	N/A	N/A
Seating / Chairs	Wood Stg - Comp, Frnze, Glrie, Tally, Etc	53%	48%	N/A	N/A
Seating / Chairs	Very Task Seating	55%	50%	N/A	N/A
Seating / Chairs	Very Seating Line (Non-Task)	55%	50%	N/A	N/A
Seating / Chairs	Zody	55%	50%	N/A	N/A
Seating / Chairs	Lively, Cassis, WD Seating	55%	50%	N/A	N/A
Seating / Chairs	Lively™	60%	55%	N/A	N/A
Seating / Chairs	Fern	50%	45%	N/A	N/A
Seating / Chairs	Soji™	50%	45%	N/A	N/A
Seating / Chairs	Maari™	54%	49%	N/A	N/A
Filing Systems, Storage & Equipment	Beside	63%	58%	N/A	N/A
Filing Systems, Storage & Equipment	Premise & X-Series Files	63%	58%	N/A	N/A
Filing Systems, Storage & Equipment	X-Series Peds	63%	58%	N/A	N/A
Filing Systems, Storage & Equipment	950 Fls, Plcs Fs Stl, IF Lat Fls & Psts	63%	58%	N/A	N/A
Filing Systems, Storage & Equipment	V-Series Files & Peds	63%	58%	N/A	N/A
Filing Systems, Storage & Equipment	Active Storage	53%	48%	N/A	N/A
Tables	Everyday Office	50%	45%	N/A	N/A
Tables	Jive	50%	45%	N/A	N/A
Tables	Cultivate	58%	53%	N/A	N/A
Tables	Intuity	53%	48%	N/A	N/A
Tables	Patterns	53%	48%	N/A	N/A
Tables	Kinetics, Tempo, Tactics, Planes, Cmpose	58%	53%	N/A	N/A
Other Related Products	Insert the Verifiable Manufacturer's List Price Catalog Name with the Edition Number and/or Date Price Lists April 2019	Drop Ship	Inside Delivery	Basic Installation	Expanded Service Installation
Walls	Enclose	55%	50%	N/A	N/A
Walls	Walls Adaptable Components	55%	50%	N/A	N/A
Walls	Walls Glass	55%	50%	N/A	N/A
Haworth Collections & Healthcare	Haworth Collection - Haworth	41%	36%	N/A	N/A
Haworth Collections & Healthcare	Healthcare	57%	52%	N/A	N/A
Haworth Collections & Healthcare	Harbor Work Lounge™	50%	45%	N/A	N/A
Haworth Collections & Healthcare	Haworth Collection - Pablo Designs	15%	10%	N/A	N/A
Haworth Collections & Healthcare	Haworth Collection - Capp, Cass, P Frau	15%	10%	N/A	N/A
Haworth Collections & Healthcare	Haworth Collection - GAN	10%	5%	N/A	N/A
Haworth Collections & Healthcare	Haworth Collection - JANUS et Cie	15%	10%	N/A	N/A
Haworth Collections & Healthcare	BuzziSpace	35%	30%	N/A	N/A
Accessories & Technology	Locks	71%	66%	N/A	N/A
Accessories & Technology	Technology Products	55%	50%	N/A	N/A
Accessories & Technology	Ergotron Accessories	48%	43%	N/A	N/A
Accessories & Technology	DataThing	40%	35%	N/A	N/A
Accessories & Technology	Jump Stuff	41%	36%	N/A	N/A

REVISED - ADDENDUM 2

3. Additional Services and Solutions: Company must insert the fixed monthly rate for storage in the table below:

Additional Services & Solutions	Monthly Rate
Storage	N/A

REVISED - ADDENDUM 2

4. Pricing Incentives and Rebates: Company must define the tier and add rows as required. Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria below:

Incentives / Rebates Description	Amount or Percentage
Accessories & Technology (List Volume > \$10,000)	Negotiable Discount
Seating (List Volume >\$25,000)	Negotiable Discount
Haworth Collection & Healthcare (List Volume > \$50,000)	Negotiable Discount
Storage and Tables (List Volume > \$50,000)	Negotiable Discount
Systems (List Volume > \$100,000)	Negotiable Discount
Walls and Wood (List Volume > \$100,000)	Negotiable Discount

In lieu of rebates, Haworth is offering low first tier pricing with negotiable discount ranges established, based on individual product list volume.

In addition, we will offer a Sole Source pricing option to any OMNIA participating agency that selects Haworth as its sole source provider within the terms of the OMNIA contract. This option will provide deeper discounts than the standard OMNIA contract and would require agencies to sign an agreement acknowledging Haworth as their single source provider.

**REVISED ADDENDUM 3 - ADDITIONAL SERVICES AND SOLUTIONS
COMPANY MUST SUBMIT IN HARD COPY AND EXCEL FORMAT ON FLASH DRIVE**

2. REVISED 7-18-19 - OPTION #1: New **INSTALLATION** option with a fixed % discount only. This option requires the Company to define the installation fee program in their Proposal. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage rate in lines 2-5 for all installation services for the City and all public agencies regardless of the location.

Basic Installation - Normal Hours	
Basic Installation - After Hours	
Expanded Installation - Normal Hours	
Expanded Installation - After Hours	

2. REVISED 7-18-19 - OPTION 2 - Company must submit a **fixed hourly rate or an hourly rate range** per state for each type of installation and other additional services and solutions in the table below.
Company may insert additional rows as necessary for any additional services and solutions offered by the Company.

[illegible]

2. REVISED 7-18-19 - OPTION 2 - Company must submit a **fixed hourly rate or an hourly rate range** per state for each type of installation and other additional services and solutions in the table below.
Company may insert additional rows as necessary for any additional services and solutions offered by the Company.

[illegible]

3. **Additional Services and Solutions:** Company must insert a **fixed monthly rate or a monthly rate range** for all available options for storage in the table below. Company may insert additional rows as necessary.

Additional Services & Solutions	Standard Fixed Monthly Rate	Monthly Rate / ft ²	Monthly Rate / ft ³
Storage	\$ n/a	\$ n/a	\$ n/a

4. **Pricing Incentives and Rebates:** Company must define the tier and add rows as required. Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria below:

Incentives / Rebates Description	Amount or Percentage
Accessories & Technology (List Volume > \$10,000)	Negotiable Discount
Seating (List Volume > \$25,000)	Negotiable Discount
Haworth Collection & Healthcare (List Volume > \$50,000)	Negotiable Discount
Storage and Tables (List Volume > \$50,000)	Negotiable Discount
Systems (List Volume > \$100,000)	Negotiable Discount
Walls and Wood (List Volume > \$100,000)	Negotiable Discount

In lieu of rebates, Haworth is offering low first tier pricing with negotiable discount ranges established, based on individual product list volume.

In addition, we will offer a Sole Source pricing option to any OMNIA participating agency that selects Haworth as its sole source provider within the terms of the OMNIA contract. This option will provide deeper discounts than the standard OMNIA contract and would require agencies to sign an agreement acknowledging Haworth as their single source provider.

5. **Payment Terms:** Haworth's standard payments terms are Net 30
6. **Delivery:** Company must state the normal delivery time (in calendar days) and any options for expediting delivery. Haworth's normal delivery times vary according to product line, and may be impacted by other factors such as product mix and location. Haworth defines lead time as manufacture time plus transit time, and publishes a lead guide weekly with lead times broken down by product. A copy of the most recent lead time guide is included in our response on the following pages as supplemental information , along with expedited delivery options.

7. **Warranty:** Company must detail the following: Responses to Warranty questions a - e , along with Haworth's full warranty statement, are included as supplemental information on the pages following response to #6 Delivery
- 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.
 - Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.
 - Availability of replacement parts.
 - Life expectancy of furniture under normal use.

- e. Detailed information as to proposed return policy on all furniture.
8. **Sample Projects:** Company must provide pricing for the City of Charlotte's Sample Projects provided in this Section. Pricing should be based on pricing quoted in Section 7, Form 4 and include basic/expanded installation services during normal hours and after hours. **Sample Project Pricing must be submitted in the format provided and in hard copy and Excel format on a flash drive.** The Sample Projects will be used for evaluation purposes only.
- a. Sample Project #A – Conference Room
 - b. Sample Project #B – Break Room
 - c. Sample Project #C – Private Office
 - d. Sample Project #D – 6'x7' Workstations
 - i. Pricing must include the furniture, all required panels, hardware, connectors, and brackets required to build the 12 workstations.
 - e. Sample Project #E – Large Collaboration Space
 - f. Sample Project #F – Lounge Seating Area



Required Form 4 - DELIVERY - SUPPLEMENTAL INFORMATION

6. Delivery: Company must state the normal delivery time (in calendar days) and any options for expediting delivery.

Haworth's standard lead times vary according to product line. Standard lead times are published weekly to our entire distribution network and are very reliable. We commit to our published lead times, we expedite orders upon request when possible, and we provide clients the solutions they need and expect. Haworth and its dealers often discuss customer expectations well before the order is formally placed. This aids everyone in scheduling, producing, and delivering the product when it is needed. Haworth's lead time guide includes manufacture time as well as transit time. An example of our most recent lead time guide is included on the following page.

Changes in project schedules are sometimes inevitable, and Haworth understands the need for flexibility. As soon as a need is identified, Purchasing Entities will contact the Project Manager at the Haworth dealership handling the account. Working cooperatively, the Haworth/dealer team will evaluate possible options and scenarios to arrive at the solution that best meets the customer's immediate needs. Solutions may include accelerating the shipment of an existing order or placing a RUSH order for product not yet ordered. Our team will also investigate additional avenues, such as modifying the installation schedule or providing loaner product. We take a team approach to providing you with the best option for the specific problem at hand.

RUSH, Haworth's short lead time program, provides customers the option of ordering selected products with accelerated manufacturing times. Products and finishes that are available as part of the RUSH program are denoted with a designated symbol on our website and in our price lists. RUSH orders leave Haworth within 10 business days of order acceptance. RUSH is a premium service, and discounting for products ordered via RUSH are typically four discount points lower.

Standard Lead Time Guide

Stated in business days | Transit times not included

July 30, 2019

Category	Product	Days
Systems Product	Adaptable	25
	Compose	20
	Intuity	25
	Pads/Frame: PREMISE	20
	Panel Systems: PREMISE	20
	Panel Systems: Unigroup, Places, Unigroup Too	20
	Patterns	30
	Patterns Cushion	20
	Planes Height Adjustable	20
	Reside	25
	Worksurfaces	20
	Worktools (Jump Stuff, Boogie Board)	10
Accessories	**All Products with Veneer	28
	Race-Call for quote	
	Active Components	25
	Belong	20
	Belong Plus	23
	Ergotron	20
	If Screen	20
	Overheads	20
	Systems Lighting	20
Storage & Organization	Tackboards	20
	Active Component Peds	20
	Beside Storage	25
	Compose Storage	20
	Files/Bookcases	25
	PLACES Storage	20
	V Series Storage	20
	X & V Series Steel Peds	28
	X Series Combo Files	27
	X Series Towers/Lockers	25
	**All Products with Veneer	28
Private Office		
	Compose/Masters Laminate Casegoods & Storage	20
	Masters	20
	Masters (Veneer)	28
	Masters Paint on Wood Suite	35
	X Series Desks	55
		20
HHE		
	** Please Call Customer Service for Quote, Available Capacity will determine lead time	
	Haworth Health Environments Lead Time Guide	

Category	Product	Days
Walls	Enclose	25
	Haworth Supplied Glass	25
	Trivati	35
Tables	450 Series	25
	Cultivate	20
	Hoop Tables	25
	Hop	25
	Immerse	33
	Jive, Jump & Swivel	20**
	Pip Personal Laptop	15
	Planes (not Height Adjustable)	25
	PopUp	20
	Wood Executive Tables	30
	Workware - Connect Interfaces/Processors	15
	Workware - View Table/Wall mounts	20
Seating	Workware - Wireless	15
	Workware Easel	25
	Fern	15
	Harbor Work Lounge	35**
	Hello Lounge	20
	Improv Task & Side	15
	Lively	15
	Look	15
	Look Task	15
	Maari	15
HHE	Openest	20
	Poppy Guest	25**
	Poppy Lounge	20
	Riverbend & Pebble Lounge	20
	Soji	23
	Very	15
	Very Task with Knit Backs	15**
	Wood Seating	20
	X99 Task & Seminar	15
	Zody	15
	** Please Call Customer Service for Quote, Available Capacity will determine lead time	
	Haworth Health Environments Lead Time Guide	

General Notes	
Lead Times:	Subject to change based on incoming order volumes and plant capabilities, calculated from the date of a clean order receipt to the day of product shipment
Extended Lead Times:	<p>Finishes: Orders, excluding Seating and Walls, with the finishes Clear on Quarter Cut Walnut and Clear on Rift Cut White Oak require an additional 10 days lead time.</p> <p>Tailored Solutions: may have extended lead times due to design, supplier parts, testing or complex design. <i>"Quoted lead time on undocumented Tailored Solutions is an estimate. Final lead time will be communicated upon completion of the Tailored Solutions documentation."</i></p> <p>COM products/Alliance fabrics: may have longer lead time depending on supplier availability.</p>
Modifications to Orders:	If modifications need to be made to your order please refer to our Order Change Policy for guidance
Transit Times:	<p>NOT included in lead times, see the following for Transit Time by Zone:</p> <p>Holland Transit Map</p> <p>Bruce Transit Map</p>
Clean Orders:	Valid PO, valid financials, final signed off approval drawings, complete and final site dimensions and complete finish codes and descriptions
Multiple Products:	Order will be scheduled to longest lead time unless you move it onto its own DG
Non-Catalogs:	Contact your Haworth Customer Service Specialist before making commitments
Rush Orders:	10 business days
Mockups:	See Mockup Lead Time Guide or call 616-393-1178
Acknowledgments:	24-48 hours for normal orders 48 Hours for COM's and Walls 72 hours for HHE and Haworth Collection 24-96 hours for BuzzSpace
Master Lock Series Guide:	2-3 days
Standard Keys:	2-3 days
Haworth Collection	 Haworth Collection Lead Time Guide



Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

7. 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.

Haworth has one of the strongest quality programs in the industry. We offer Limited Lifetime Warranty coverage which includes both parts and labor. Haworth also has a team of full-time Technical Representatives located in each region who will investigate any quality issues on-site, and make sure warranty claims are approved and processed quickly. Haworth takes warranty correction seriously and works diligently to resolve issues to our customers' complete satisfaction. All warranty claims are tracked through a Field Problem Report process, which allows our field technicians to closely monitor issues. Should a systemic product issue be identified, it is swiftly corrected, enabling Haworth to keep warranty claims to a minimum.

Regional dealers will manage all warranty and service requests with support from Haworth. When a product issue, warranty need, or other service request is communicated, the Haworth Command Center will begin the resolution process. Dealers will commit to responding to all service calls within 24 hours of receiving the request. Often, a diagnosis can be made via phone call or email exchange, eliminating the need for a visit entirely. If a site visit is required however, it will be scheduled as soon as possible at the customer's convenience. In either scenario, however, any issue presenting a safety risk will be responded to immediately. If the product is not useable, a plan will be developed to provide temporary alternatives until a permanent solution is found.

The steps involved in each scenario are outlined below:

Warranty Process A: Diagnosis made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Diagnosis - if immediate diagnosis can be made and service parts are in stock, dealer will schedule service work at customer's earliest convenience. If parts are not in stock, an order will be generated and expedited through Haworth customer service.
- Repair or Replace - Service technician repairs or replaces product on-site as scheduled with customer. For warranty issues that require parts to be ordered, Dealer will advise customer on expected ship date and will schedule repair accordingly.



Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

7a. Applicable warranty and/or guarantees of furniture and installations including any...

(continued)

Warranty Process B: Diagnosis cannot be made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Site Visit - if immediate diagnosis cannot be made, dealer's service technician is scheduled to visit at a time convenient to customer
- Diagnosis - if the service technician can make a diagnosis during visit, parts are immediately ordered, and customer is notified when they arrive. If a diagnosis cannot be made, the product is brought back to dealer for further review.
- Repair or Replace - If issue can be corrected via repair, customer is notified when parts arrive, and product is repaired on-site at customer's earliest convenience. If product must be replaced, an order will be generated and expedited through Haworth's customer service team and delivered to customer upon receipt.

In either scenario, any issue presenting a safety risk will be responded to immediately. If the product is not useable, a plan will be developed to provide temporary alternatives until a permanent solution is found.

b. Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.

Haworth's warranty start date is always based upon the manufacture date, as this is the only way to verify the age of a product if there are issues in the future. Unlike mass produced products that may sit in warehouses for months before being purchased, Haworth products are built to order so the products you receive come with the assurance that they are newly manufactured. Due to the strength and duration of Haworth's limited lifetime warranty, the difference between the time of manufacture and time of substantial completion - even it is several months - is not significant enough to appreciably impact the protection granted by the warranty. Haworth values its customers and builds relationships based on trust. In the rare event that a product defect was identified within a very short period outside of the warranty program, we will always work with your organization to reach a suitable solution.

b. Availability of replacement parts

To alleviate potential down time due to the need for small repairs, all dealers will commit to keeping frequently replaced parts in stock (such as keys, casters, arm caps) as well as base feeds and small electrical parts to quickly fix or prepare a site for installation. Small replacement stock is often delivered and replaced on the same day it is requested.



Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

7a. Applicable warranty and/or guarantees of furniture and installations including any...

(continued)

Warranty Process B: Diagnosis cannot be made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Site Visit - if immediate diagnosis cannot be made, dealer's service technician is scheduled to visit at a time convenient to customer
- Diagnosis - if the service technician can make a diagnosis during visit, parts are immediately ordered, and customer is notified when they arrive. If a diagnosis cannot be made, the product is brought back to dealer for further review.
- Repair or Replace - If issue can be corrected via repair, customer is notified when parts arrive, and product is repaired on-site at customer's earliest convenience. If product must be replaced, an order will be generated and expedited through Haworth's customer service team and delivered to customer upon receipt.

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Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

7d. Life expectancy of furniture under normal use.

Industry standards define a lifetime as ten years of normal use. Because Haworth technicians and field personnel actively service the product we sell, we know that the actual lifetime of many of our products surpasses that ten-year standard. Haworth designs product to ANSI/BIFMA™ standards, which are based on an assumption of ten years of 40 hours per week use. Because Haworth knows its products are typically used for more than a single shift, our product testing, in most cases, goes beyond the industry standards, sometimes testing more than 3 times the amount required by the standard. We also monitor product performance in the workplace, which allows Haworth to adjust its designs to meet market needs.

Once designed and tested, however, many factors influence the actual useful lifetime of a product. In the list below, the higher the impact or presence of the factor, the shorter the lifespan past the standard of ten years.

1. Use more than 8 hours per day
2. Churn rate involving furniture moves over 40%
3. Dirty or dusty environments; direct exposure to sunlight
4. Lack of maintenance
5. High traffic or motion areas
6. Exposure to chemical or abrasive agents
7. Weight bearing more than testing standards

e. Detailed information as to proposed return policy on all furniture.

Haworth Product Returns

Haworth products are manufactured to customer orders. We do not stock or otherwise inventory product. Because products are made to order, our return policy is strict, and each request is evaluated on a case-by-case basis. Restocking fees and return freight cost may be applied, depending on circumstances. Haworth's policy is to accept product returns which are shipped as a result of a Haworth error. All returns are processed through the servicing dealer. We value our customers, and it is our goal to ensure their complete satisfaction with their purchase and procurement experience. If you are less than satisfied with a Haworth product, we, along with our dealers, will always work with your organization to find a solution that will ensure your satisfaction.



Great Expectations

You have them as a Haworth customer and so do we. And because we value our customers, we cover our products with this **Product Compatibility and Limited Warranty Policy**.

OUR COMMITMENT TO PRODUCT COMPATIBILITY – INTEGRATED PRODUCT PLATFORMS

As a market leader in the design and manufacture of workspaces that adapt to change, we strive to maintain product compatibility within our various generations of integrated product platforms. This benefits the customer who desires to update or modify their work environment. It also benefits the customer needing to replace a product due to damage or other reasons but which is no longer manufactured or is otherwise unavailable, such as a fabric or finish that is discontinued because of changing market preferences. In both circumstances, we often can provide products with comparable function and performance.

OUR COMMITMENT TO PRODUCT QUALITY – THE HAWORTH NORTH AMERICA LIMITED WARRANTY

To ensure customer satisfaction and peace of mind, we stand behind our products with the following Haworth North America Limited Warranty (“Limited Warranty”).

What Products are Covered?

This Limited Warranty applies to new products manufactured by Haworth, Inc. or Haworth, Ltd. (individually, “Haworth”) after January 1, 2019 that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer (“Covered Products”). Covered Products also include new products manufactured by a company other than Haworth after January 1, 2019 that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer as part of the Haworth Collection line of products, but only if such products are specifically listed below in the “What are the Warranty Periods? - Haworth Collection of Products” section of this Limited Warranty. For products manufactured on or before January 1, 2019, please refer to the applicable Haworth warranty published in the Haworth North America Price List when the product was purchased or contact your local Authorized Haworth Dealer.

In this Limited Warranty, the terms “us,” “we,” “our” and similar terms refer to Haworth, and an end-user purchaser refers to the first person who purchases a Covered Product for such person’s own internal use and not for resale or distribution.

The following products are excluded from the definition of “Covered Product” and not covered by this Limited Warranty, and neither Haworth nor its affiliates will have any obligation or liability relating to them: (a) software; (b) consumable items, such as batteries and bulbs/lamps; (c) the customer’s own material (COM), or any material specified by the purchaser that is not a standard Haworth product offering, such as Haworth Alliance fabrics, (d) other than Haworth Collection products not manufactured by Haworth as described above, any item manufactured by a third party from whom Haworth purchases the item for resale without incorporating it into a Haworth product as a component or part (in those situations, if the purchaser is not a direct beneficiary of the manufacturer’s warranty, then Haworth will assign to the purchaser any warranty that the manufacturer provides, to the extent the warranty is

assignable), and (e) Ergotron® products included in the Accessories North American Price List, regardless of whether incorporated into a Haworth product as a component or part (if the purchaser is not a direct beneficiary of any applicable Ergotron® warranty, Haworth will assign such warranty to the purchaser, to the extent assignable).

What Problems are Covered?

Subject to the terms of this Limited Warranty, Haworth warrants to the end-user purchaser of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs the performance or functionality of the Covered Product under normal use (a "Defect"). This warranty is for 24-hour / 7-day multiple shift use of the applicable Covered Product; for seating products, such use is by individuals up to 325 lbs. In this Limited Warranty, normal use means use of a Covered Product in accordance with all of the following: (a) Haworth's standards instructions, guidelines and recommendations for that Covered Product; (b) if the Covered Product is part of the Haworth Collection and not manufactured by Haworth, then the applicable manufacturer's standard instructions, guidelines, and recommendations for that Covered Product; and (c) applicable laws, rules, regulations and ordinances.

A Defect excludes, and Haworth and its affiliates will not have any responsibility or liability for, the following: (a) normal wear and tear; (b) any damage, wear or failure of the Covered Product that occurs during transport of the Covered Product, or that is caused by improper use, care or maintenance of the Covered Product or by an act of God or other event outside of Haworth's reasonable control; (c) the natural variation of color, grain or texture found in wood and leather; (d) the natural aging of materials such as wood, fabric and leather which results in colors changing over time or during use; (e) dye lot variations in fabric, leather or wall coverings; (f) the natural patina of leather during use; (g) "puddling" or wrinkling of fabrics, leather, or faux leather; (h) reverse crocking of dyes from clothing onto seating materials; (i) scratches, dents, abrasions or other surface damage to Hoop products; (j) change in color (including fading) or other surface effects resulting from exposure to chemicals (such as chemicals in cleaning solutions) or exposure to sunlight or other sources of ultraviolet rays; or (k) any damage, wear or failure of the Covered Product caused by the integration or use of any non-Haworth materials, components, devices or other products into or with any Covered Product.

What Remedies are Available?

If a purchaser makes a valid claim under this Limited Warranty for a Defect to a Covered Product, Haworth, at its option, will either (a) repair the Covered Product at Haworth's cost, (b) replace the Covered Product at Haworth's cost with a new or refurbished product with comparable function and performance, or (c) refund or credit the purchase price of the Covered Product (excluding taxes, duties, fees and other amounts). All repair and replacement work will be performed by Haworth or a third party engaged by Haworth to perform the specific repair or replacement work relating to the Defect; repair or replacement work performed by any other person will void this Warranty. Haworth will not be responsible for any cost or expenses incurred by the purchaser relating to repair or replacement of a Covered Product due to a Defect, including without limitation freight, insurance, inspection, storage and similar costs and expenses. Any Covered Product that is replaced or whose purchase price is refunded or credited will become the sole and exclusive property of Haworth.

What Conditions Apply?

All the following conditions must be satisfied to make a valid claim under this Limited Warranty for a Defect to a Covered Product:

- the purchaser must have notified Haworth in writing of the Defect within 30 days after the purchaser first learns or has notice of the Defect, and in any event not later than three (3) business days after the last day of the applicable warranty period; all such notices must be sent to Haworth at One Haworth Center, Holland, Michigan 49423, Attention: Customer Service/ Warranty Claims;
- the purchaser must provide original Haworth order number and have fully complied with all instructions, requirements, and directions provided by Haworth, an Authorized Haworth Dealer or their respective agents regarding (a) the inspection, preservation or safeguarding of the Covered Product and (b) the transportation and delivery of the Covered Product to Haworth or, if directed by Haworth, to an Authorized Haworth Dealer or other party;
- the Covered Product must have been installed by Haworth or an installer certified by Haworth to install that Covered Product;
- all prior repairs of the Covered Product must have been performed by Haworth or an installer certified by Haworth to install that Covered Product;
- the repair of the Defect of the Covered Product pursuant to this Warranty must be performed by Haworth or a third party engaged by Haworth to perform the specific warranty-repair work;
- at all times the Covered Product must have been located in a building that is (a) dry, fully closed-in and protected from the natural elements, and (b) adequately heated, ventilated and air conditioned to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%;
- the Covered Product must not have been modified, and the purchaser must have used and maintained the Covered Product in full conformity with all of Haworth's written specifications, instructions and guides regarding use, care and maintenance;
- if the Covered Product is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals and other documents and/or actions required by Haworth to assign and transfer to Haworth sole and exclusive title in the Covered Product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and
- all other conditions and requirements in or arising under this Limited Warranty, applicable law or a written agreement between Haworth and the purchaser, must have been fully satisfied.

What are the Warranty Periods?

A Covered Product's warranty period begins on the Covered Product's date of manufacture and ends on the expiration of the time period identified below for that particular Covered Product. In addition, the warranty period will automatically terminate at the time that the end-user purchaser ceases to solely own, possess, control and use the Covered Product.

- **Lifetime.** Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the end-user purchaser continues to solely own the Covered Product.
- **Twelve (12) Years.** The following Covered Products have a 12-year warranty period:
 - seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, plastic components, and non-gel arm caps)
 - wood or wood-framed products
 - Casgood mechanisms (hinges, slides, latches, glides, casters, etc.)
- **Ten (10) Years.** The following Covered Products have a 10-year warranty period:
 - wall products (excluding soft-close door mechanisms, wallcoverings, and glass)
 - Power Base™ Electrical (excluding Power Base AI and USB receptacles)
 - thermally fused laminates
 - Planes® and Hop™ height adjustable product mechanisms¹
 - fixed task lighting (excluding ballasts and LED lighting)
 - products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below
 - adjustable keyboard pads and monitor arms
 - electrical (non-USB) and A/V accessories
- **Five (5) Years.** The following Covered Products have a 5-year warranty period:
 - fabric scrims, fabric screens, vertical fabrics, and wallcoverings
 - fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines
 - leathers or faux leather
 - vertical-use markerboard laminates
 - user-adjustable work-surface mechanisms
 - Power Base Receptacles with USB
 - overhead storage unit slow-close mechanisms
 - Reed Premier™ LED lighting
 - electronic ballasts used in task lighting
 - glass used in Systems products (vertical & horizontal) ²
 - Improv and X-99 gel arm caps
 - work tools and systems accessories (e.g. laptop holders and footrests)
 - Jump™ height adjustable product mechanisms¹

¹ Troubleshooting procedures provided by Haworth must be used to determine if a mechanism is defective, the associated error code needs to be included in the Service Notification

² The tempering process for glass results in stronger glass and allows it to fracture into smaller, less harmful pieces when it breaks. Tempered glass often is referred to as "safety glass" because of this breakage feature. Although stronger, it is still important to handle tempered glass with care and avoid impact damage. Small impurities introduced during the tempering process or damage to edges during handling or use can result in spontaneous glass breakage at unpredictable times and are excluded from warranty coverage.

- **Three (3) Years.** The following Covered Products have a 3-year warranty period:
 - Power Base AI Electrical product
 - workware™ hardware products
 - painted MDF product
 - USB retrofit kits or products incorporating USB charging outlets (Except Power Base)
 - Hoop products (excludes surface damage such as scratches, dents, or abrasions)
 - fabrics rated General Contract (a) under the Association of Contract Textiles Guideline
- **Two (2) Years.** The following Covered Products have a 2-year warranty period:
 - Walls soft-close door mechanisms
- **One (1) Year.** The following Covered Products have a 1-year warranty period:
 - horizontal use markerboard laminates
 - acrylic tops/surfaces
 - soft palm rests
 - electronic locks
 - mouse pad inserts
 - Translucent edging
 - glass used in Walls product (refer to note ² above)
 - Openest™ Plume Screens
- **Specific Product Lines.**
 - Tailored Solutions™. A Covered Product that is modified under Haworth's "Tailored Solutions" program will have a warranty period that is the same as the standard catalog product that is modified; however, any material modification of the standard catalog product's features, construction, function or aesthetics will have a 1-year warranty period.
 - Haworth Healthcare Products. The warranty period of a Covered Product within the Haworth Healthcare line of products is as follows (textiles and coverings are not covered by this Limited Warranty):
 - **Five (5) Years.**
 - ✓ guest seating
 - **Two (2) Years.**
 - ✓ gas cylinders
 - **Three (3) Years.**
 - ✓ standard glides
 - ✓ standard casters
 - ✓ patient room casegoods
 - ✓ manual exam tables and accessories
 - ✓ exam room stools
 - ✓ power exam tables and accessories
 - ✓ overbed tables
 - **One (1) Year.**
 - ✓ Thermofoil and Kydex arm caps
 - ✓ Thermofoil tops
 - ✓ central locking casters
 - ✓ recliner and lift chair motors
 - ✓ motion mechanisms
 - ✓ heat/massage
 - ✓ recliner options
 - ✓ modular exam base
 - ✓ wall casegoods

- Haworth Collection Products. The warranty period of a Covered Product within the Haworth Collection line of products, including those manufactured outside of North America and sold to a customer based or located in North America, is as follows (textiles and coverings are not covered by this Limited Warranty):

▪ **Twelve (12) Years.**

- ✓ Haworth seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, plastic components, and non-gel arm caps)
- ✓ Haworth wood or wood-framed products

▪ **Five (5) Years.**

- ✓ Cappellini products manufactured in North America
- ✓ Haworth products imported from Europe unless noted for shorter terms
- ✓ Pablo Designs products

▪ **Three (3) Years.**

- ✓ GAN products
- ✓ JANUS et Cie seating frames and table frames (excludes cushions, fabrics, frame finish, and glass)

▪ **Two (2) Years.**

- ✓ Cappellini products imported from Europe
- ✓ Cassina products imported from Europe
- ✓ Poltrona Frau products imported from Europe
- ✓ BuzziSpace products

▪ **One (1) Year.**

- ✓ JANUS et Cie umbrellas and umbrella base

• **Service Parts.**

Haworth-authorized service parts installed on a Covered Product will be covered by this Limited Warranty for the remaining balance of the warranty period for that Covered Product, so long as the service part was installed by Haworth or an installer certified by Haworth to install that Covered Product.

GENERAL TERMS

This Product Compatibility and Limited Warranty Policy extends solely to end-user purchasers of Covered Products and not to their successors, assigns, employees, agents or affiliates. This Policy is not assignable or transferable in whole or in part, whether voluntarily, by operation of law or otherwise, and any purported assignment or transfer will be void.

All determinations regarding the scope, applicability and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by Haworth in its discretion. All such determinations made by Haworth will be final, non-appealable and binding on all persons.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, HAWORTH DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE.

AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT HAWORTH'S OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT

SHALL HAWORTH OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

Applies to U.S. 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 immediately preceding paragraph may not apply to a purchaser. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights which vary from state to state.

[End of Document]

REVISED 7-18-19 - SAMPLE PROJECT A - CONFERENCE ROOM

A - Conference Room							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
Accessories & Technology	FTU,2sd,8 Port,2 Recpt,1 USB,1 Data port,No Cable Garage,Clr Anod Alum,Wht Tch,6' Cord	EUE2-PF0W-2110	Haworth	each	1	\$ 1,158.43	41%	\$ 683.47	\$ 683.47	36%	\$ 741.40	\$ 741.40
Tables	Planes,Conference,J-channel tray,12"W	TA01-JT12	Haworth	each	2	\$ 11.14	58%	\$ 4.68	\$ 9.36	53%	\$ 5.24	\$ 10.47
Tables	Planes,Column Base,12"W,28"H	TACB-1200-4	Haworth	each	2	\$ 946.94	58%	\$ 397.71	\$ 795.43	53%	\$ 445.06	\$ 890.12
Tables	Planes,Column Cladding,Flat,Painted,12"W,29"H	TACC-1200-PF4	Haworth	each	8	\$ 278.52	58%	\$ 116.98	\$ 935.83	53%	\$ 130.90	\$ 1,047.24
Tables	Planes,J-Channel,50"W	TAJC-5000	Haworth	each	1	\$ 483.57	58%	\$ 203.10	\$ 203.10	53%	\$ 227.28	\$ 227.28
Tables	Planes,Column Plate,Square,27",Painted	TAPL-2712-SA	Haworth	each	2	\$ 807.68	58%	\$ 339.23	\$ 678.45	53%	\$ 379.61	\$ 759.22
Tables	Planes,Top,Rt,Lam,42"x120",EB3,Std,Co:2Sd/8 Opn/Cntr,Col Str	TARA-54C0-LJSMBNNN	Haworth	each	1	\$ 2,142.95	58%	\$ 900.04	\$ 900.04	53%	\$ 1,007.19	\$ 1,007.19
Seating	Soji Task,Fab St /Mesh Bk,Fxd Arm,NoLum,Bk Lock,Fxd Seat,Alu Base,Hrd Cstr,Assembled	SJT-20-101X1A	Haworth	each	10	\$ 788.22	50%	\$ 394.11	\$ 3,941.10	45%	\$ 433.52	\$ 4,335.21
TOTAL:							\$	8,146.78			\$	9,018.12
BASIC INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
BASIC INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
							Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
BASIC INSTALLATION NORMAL HOURS - OPTION 2							10.00	\$ 28.00	\$ 280.00	10.00	\$ 28.00	\$ 280.00
BASIC INSTALLATION AFTER HOURS - OPTION 2							10.00	\$ 39.00	\$ 390.00	10.00	\$ 39.00	\$ 390.00
EXPANDED INSTALLATION NORMAL HOURS - OPTION 2							10.00	\$ 35.00	\$ 350.00	10.00	\$ 35.00	\$ 350.00
EXPANDED INSTALLATION AFTER HOURS - OPTION 2							10.00	\$ 52.50	\$ 525.00	10.00	\$ 52.50	\$ 525.00
COLOR OPTIONS:							https://surfaces.haworth.com/			https://surfaces.haworth.com/		
LEAD-TIME FROM RECEIPT OF PURCHASE ORDER:							See included Lead Time guide located in the supplemental information section			See included Lead Time guide located in the supplemental information section		

REVISED 7-18-19 - SAMPLE PROJECT A - CONFERENCE ROOM

A - Conference Room							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price

1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.

2. Inside Delivery price includes product delivered to the site and unloaded

3. Basic Installation price to include 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 tele/data infeed 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 pricing based on the following:

- a. Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
- b. Non-union labor
- c. Free and clear access to loading docks and elevators
- d. Job site to be free and clear of other trades
- e. Reasonable access to Space
- f. Where applicable, Haworth will abide by union or prevailing wage rates

REVISED 7-18-19 - SAMPLE PROJECT B - BREAK ROOM

B - Break Room							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
Tables	Jive,Table,Rd,Lam,30"x30",Eb3,Std,Co:none,X,Gld,29"h,Ptd	TVRN-3030-LJSNXG4A	Haworth	each	1	\$ 601.25	50%	\$ 300.63	\$ 300.63	45%	\$ 330.69	\$ 330.69
Seating	Maari, 4 Leg Side Chair, Poly Seat and Back, No Arms, Plastic Glide	S7S-44-0H	Haworth	each	4	\$ 335.00	54%	\$ 154.10	\$ 616.40	49%	\$ 170.85	\$ 683.40
TOTAL:							\$ 917.03			\$ 1,014.09		
BASIC INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
BASIC INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
							Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
BASIC INSTALLATION NORMAL HOURS - OPTION 2							2.00	\$ 28.00	\$ 56.00	2.00	\$ 28.00	\$ 56.00
BASIC INSTALLATION AFTER HOURS - OPTION 2							2.00	\$ 39.00	\$ 78.00	2.00	\$ 39.00	\$ 78.00
EXPANDED INSTALLATION NORMAL HOURS - OPTION 2							2.00	\$ 35.00	\$ 70.00	2.00	\$ 35.00	\$ 70.00
EXPANDED INSTALLATION AFTER HOURS - OPTION 2							2.00	\$ 52.50	\$ 105.00	2.00	\$ 52.50	\$ 105.00
COLOR OPTIONS:							https://surfaces.haworth.com/			https://surfaces.haworth.com/		
LEAD-TIME FROM RECEIPT OF PURCHASE ORDER:							See included Lead Time guide located in the supplemental information section			See included Lead Time guide located in the supplemental information section		

- 1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
- 2. Inside Delivery price includes product delivered to the site and unloaded
- 3. Basic Installation price to include 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 tele/data infeed 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 pricing based on the following:

- a. Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
- b. Non-union labor
- c. Free and clear access to loading docks and elevators
- d. Job site to be free and clear of other trades
- e. Reasonable access to Space
- f. Where applicable, Haworth will abide by union or prevailing wage rates

REVISED 7-18-19 - SAMPLE PROJECT C - PRIVATE OFFICE

C - Private Office							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
Seating	Maari, 4 Leg Side Chair, Fab Seat, Poly Back, No Arms, Plastic Glide	S7S-24-0H	Haworth	each	2	\$ 455.00	54%	\$ 209.30	\$ 418.60	49%	\$ 232.05	\$ 464.10
Freestanding Furniture	Masters Series,Storage,Closed,Lam,2-High 23In.D X 36In.W	X5H2-2336-BSLLL	Haworth	each	1	\$ 1,844.78	53%	\$ 867.05	\$ 867.05	48%	\$ 959.29	\$ 959.29
Freestanding Furniture	Masters Series,Pedestal,Add-On,Lam,Ltr & Lgl Width,File File,Bar,Blk Miterfold,Lam Back,23In.D	X5PA-2823-6BSSYL	Haworth	each	2	\$ 1,358.16	53%	\$ 638.34	\$ 1,276.67	48%	\$ 706.24	\$ 1,412.49
Freestanding Furniture	Masters Series,Dbl Ped, Rect Top Desk,Lam,30Dx66"W,One B/B/F and One F/F Blk Miterfold,Full Overlay Mod,Bar Pull	XLDF-3066-JSS56BLF	Haworth	each	1	\$ 2,510.85	53%	\$ 1,180.10	\$ 1,180.10	48%	\$ 1,305.64	\$ 1,305.64
Freestanding Furniture	Masters Series,Laminate,Credenza Top,One Profile Edge,24Dx67"W,No Grommet	TS00-1VWG	Haworth	each	1	\$ 384.00	53%	\$ 180.48	\$ 180.48	48%	\$ 199.68	\$ 199.68
Seating	Soji Task,Fab St /Mesh Bk,Hgt Adj Arm,NoLum,Bk Lock,Adj Seat,Alu Base,Hrd Cstr,Assembled	SJT-20-401A1A	Haworth	each	1	\$ 870.07	50%	\$ 435.04	\$ 435.04	45%	\$ 478.54	\$ 478.54
TOTAL:							\$	4,357.93		\$	4,819.73	
BASIC INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
BASIC INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
							Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
BASIC INSTALLATION NORMAL HOURS - OPTION 2							6.25	\$ 28.00	\$ 175.00	6.25	\$ 28.00	\$ 175.00
BASIC INSTALLATION AFTER HOURS - OPTION 2							6.25	\$ 39.00	\$ 243.75	6.25	\$ 39.00	\$ 243.75

REVISED 7-18-19 - SAMPLE PROJECT C - PRIVATE OFFICE

C - Private Office							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
EXPANDED INSTALLATION NORMAL HOURS - OPTION 2							6.25	\$ 35.00	\$ 218.75	6.25	\$ 35.00	\$ 218.75
EXPANDED INSTALLATION AFTER HOURS - OPTION 2							6.25	\$ 52.50	\$ 328.13	6.25	\$ 52.50	\$ 328.13
COLOR OPTIONS:							https://surfaces.haworth.com/			https://surfaces.haworth.com/		
LEAD-TIME FROM RECEIPT OF PURCHASE ORDER:							See included Lead Time guide located in the supplemental information section			See included Lead Time guide located in the supplemental information section		

1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
2. Inside Delivery price includes product delivered to the site and unloaded
3. Basic Installation price to include 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 tele/data infeed 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 pricing based on the following:

- a. Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
- b. Non-union labor
- c. Free and clear access to loading docks and elevators
- d. Job site to be free and clear of other trades
- e. Reasonable access to Space
- f. Where applicable, Haworth will abide by union or prevailing wage rates

REVISED 7-18-19 - SAMPLE PROJECT D - 6'X7' WORKSTATIONS

C - 6'X7' Workstations: must include the furniture, all required panels, hardware, connectors, and brackets to build 12 workstations.							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
Accessories & Technology	CPU Holder,Basic,Non Locking	KU1C-0000-N	Haworth	each	12	\$ 116.62	41%	\$ 68.81	\$ 825.67	36%	\$ 74.64	\$ 895.64
Systems Furniture	Worksurface, Rect,30Dx54W,Lam,Edgeband,Std Core,No Cbl Mgt,	WURA-3054- LJSC	Haworth	each	12	\$ 546.73	71%	\$ 158.55	\$ 1,902.62	66%	\$ 185.89	\$ 2,230.66
Systems Furniture	Side/Corner Bracket,LH	ZZBA-0000-PL	Haworth	each	8	\$ 21.00	71%	\$ 6.09	\$ 48.72	66%	\$ 7.14	\$ 57.12
Systems Furniture	Compose, Cntlvr Brkt,16In.D, Lh	ZZBD-1600-PL	Haworth	each	4	\$ 59.79	71%	\$ 17.34	\$ 69.36	66%	\$ 20.33	\$ 81.31
Systems Furniture	Elec Comp, Data Blank Cover, Hard Surf Tiles all manuf dates, Fabric Tiles manuf after 3/17/2009	VZAD-0000-R	Haworth	each	48	\$ 3.82	68%	\$ 1.22	\$ 58.68	63%	\$ 1.41	\$ 67.84
Systems Furniture	Panel, Vertical Light Block, 50in, Compose	VZAL-5000	Haworth	each	9	\$ 5.08	68%	\$ 1.63	\$ 14.63	63%	\$ 1.88	\$ 16.92
Systems Furniture	Panel, Receptacle Blank Cover, Compose	VZAR-0000	Haworth	each	31	\$ 6.35	68%	\$ 2.03	\$ 62.99	63%	\$ 2.35	\$ 72.83
Systems Furniture	Compose,Panel Trim,End-Of-Run 50In.H, Steel	VZCE-5000-H	Haworth	each	20	\$ 65.92	68%	\$ 21.09	\$ 421.89	63%	\$ 24.39	\$ 487.81
Systems Furniture	Compose,Connector Trim,Corner,2- Way 50In.H, Steel	VZCL-5000-H	Haworth	each	7	\$ 258.35	68%	\$ 82.67	\$ 578.70	63%	\$ 95.59	\$ 669.13
Systems Furniture	Compose,Connector Trim,Corner,3- Way 50In.H, Steel	VZCT-5000-H	Haworth	each	4	\$ 234.09	68%	\$ 74.91	\$ 299.64	63%	\$ 86.61	\$ 346.45
Systems Furniture	Compose,Connector Trim,Corner,4- Way 50In.H, Steel	VZCX-5000-H	Haworth	each	3	\$ 150.15	68%	\$ 48.05	\$ 144.14	63%	\$ 55.56	\$ 166.67
Systems Furniture	Compose,Base Feed Module,3Cir,332	VZEB-0000-3	Haworth	each	5	\$ 339.07	68%	\$ 108.50	\$ 542.51	63%	\$ 125.46	\$ 627.28
Systems Furniture	Compose,Flex Connector,Straight Span,3-Circuit	VZEF-0R0S	Haworth	each	4	\$ 116.93	68%	\$ 37.42	\$ 149.67	63%	\$ 43.26	\$ 173.06
Systems Furniture	Compose,Receptacle,Triplex, 15- Amp, 3 Circuit, 332, CM	VZER-0003-M	Haworth	each	2	\$ 255.40	68%	\$ 81.73	\$ 163.46	63%	\$ 94.50	\$ 189.00
Systems Furniture	Compose, Frm,50Hx30W,Bs 3CIR,Bs Cvhl/Cvhl,No Blt Pwr,Std	VZFF-5030- N3HNNR	Haworth	each	3	\$ 449.89	68%	\$ 143.96	\$ 431.89	63%	\$ 166.46	\$ 499.38
Systems Furniture	Compose, Frm,50Hx30W,Bs 3CIR,Bs Cvhl/No BsTrm,No Blt Pwr,Std	VZFF-5030- N3HNNR	Haworth	each	6	\$ 435.91	68%	\$ 139.49	\$ 836.95	63%	\$ 161.29	\$ 967.72
Systems Furniture	Compose, Frm,50Hx42W,Bs NoPwr,BsTrm/NoBsTrm,No Blt Pwr,Std	VZFF-5042- NNBNNR	Haworth	each	8	\$ 270.67	68%	\$ 86.61	\$ 692.92	63%	\$ 100.15	\$ 801.18

REVISED 7-18-19 - SAMPLE PROJECT D - 6'X7' WORKSTATIONS

C - 6'X7' Workstations: must include the furniture, all required panels, hardware, connectors, and brackets to build 12 workstations.							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
Systems Furniture	Compose, Frm,50Hx54W,Bs 3CIR,Bs Cvhl/Cvhl,No Blt Pwr,Std	VZFF-5054-N3HNNR	Haworth	each	3	\$ 526.13	68%	\$ 168.36	\$ 505.08	63%	\$ 194.67	\$ 584.00
Systems Furniture	Compose, Frm,50Hx54W,Bs 3CIR,Bs Cvhl/No BsTrm,No Blt Pwr,Std	VZFF-5054-N3HNNR	Haworth	each	6	\$ 512.15	68%	\$ 163.89	\$ 983.33	63%	\$ 189.50	\$ 1,136.97
Systems Furniture	Compose Frm,50Hx72W,Bs NoPwr,BsTrm/No BsTrm,No Blt Pwr,No UndrWS Pwr,Std	VZFF-5072-NNNNNR	Haworth	each	12	\$ 431.05	68%	\$ 137.94	\$ 1,655.23	63%	\$ 159.49	\$ 1,913.86
Systems Furniture	Compose,Topper, Glass 12In.H X 30In.W	VZSG-1230-1S4	Haworth	each	9	\$ 292.34	68%	\$ 93.55	\$ 841.94	63%	\$ 108.17	\$ 973.49
Systems Furniture	Compose,Topper, Glass 12In.H X 42In.W	VZSG-1242-1S4	Haworth	each	8	\$ 335.56	68%	\$ 107.38	\$ 859.03	63%	\$ 124.16	\$ 993.26
Systems Furniture	Compose,Topper, Glass 12In.H X 54In.W	VZSG-1254-1S4	Haworth	each	9	\$ 392.76	68%	\$ 125.68	\$ 1,131.15	63%	\$ 145.32	\$ 1,307.89
Systems Furniture	Compose, Topper, Glass 12In.H X 72In.W	VZSG-1272-1S4	Haworth	each	12	\$ 587.33	68%	\$ 187.95	\$ 2,255.35	63%	\$ 217.31	\$ 2,607.75
Systems Furniture	Compose,Bottom Rail Kit,Frameless Topper 30In.W, Steel	VZST-0030-H4	Haworth	each	9	\$ 149.96	68%	\$ 47.99	\$ 431.88	63%	\$ 55.49	\$ 499.37
Systems Furniture	Compose,Bottom Rail Kit,Frameless Topper 42In.W, Steel	VZST-0042-H4	Haworth	each	8	\$ 160.12	68%	\$ 51.24	\$ 409.91	63%	\$ 59.24	\$ 473.96
Systems Furniture	Compose,Bottom Rail Kit,Frameless Topper 54In.W, Steel	VZST-0054-H4	Haworth	each	9	\$ 170.28	68%	\$ 54.49	\$ 490.41	63%	\$ 63.00	\$ 567.03
Systems Furniture	Compose, Bottom Rail Kit,Frameless Topper 72In.W, Steel	VZST-0072-H4	Haworth	each	12	\$ 283.10	68%	\$ 90.59	\$ 1,087.10	63%	\$ 104.75	\$ 1,256.96
Systems Furniture	Single Tile,40In.HX30In.W,For Use W/Compose,Fabric/Tackable,Std Core,No Tech	VZTI-4030-FNN	Haworth	each	12	\$ 195.19	68%	\$ 62.46	\$ 749.53	63%	\$ 72.22	\$ 866.64
Systems Furniture	Compose,Single Tile,40In.HX42In.W,Fabric/Tackable,Std Core,No Tech	VZTI-4042-FNN	Haworth	each	8	\$ 236.88	68%	\$ 75.80	\$ 606.41	63%	\$ 87.65	\$ 701.16
Systems Furniture	Compose,Single Tile,40In.HX54In.W,Fabric/Tackable,Std Core,No Tech	VZTI-4054-FNN	Haworth	each	12	\$ 278.58	68%	\$ 89.15	\$ 1,069.75	63%	\$ 103.07	\$ 1,236.90
Systems Furniture	Compose,Single Tile,40In.HX72In.W,Fabric/Tackable,Std Core,No Tech	VZTI-4072-FNN	Haworth	each	12	\$ 402.46	68%	\$ 128.79	\$ 1,545.45	63%	\$ 148.91	\$ 1,786.92

REVISED 7-18-19 - SAMPLE PROJECT D - 6'X7' WORKSTATIONS

C - 6'X7' Workstations: must include the furniture, all required panels, hardware, connectors, and brackets to build 12 workstations.							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
Systems Furniture	Compose,Single Tile,48In.HX30In.W,Fabric/Tackable ,Std Core,No Tech	VZTI-4830-FNN	Haworth	each	6	\$ 225.38	68%	\$ 72.12	\$ 432.73	63%	\$ 83.39	\$ 500.34
Systems Furniture	Compose,Single Tile,48In.HX42In.W,Fabric/Tackable ,Std Core,No Tech	VZTI-4842-FNC	Haworth	each	8	\$ 274.89	68%	\$ 87.96	\$ 703.72	63%	\$ 101.71	\$ 813.67
Systems Furniture	Compose,Single Tile,48In.HX54In.W,Fabric/Tackable ,Std Core,No Tech	VZTI-4854-FNC	Haworth	each	6	\$ 324.40	68%	\$ 103.81	\$ 622.85	63%	\$ 120.03	\$ 720.17
Systems Furniture	Compose,Single Tile,48In.HX72In.W,Fabric/Tackable ,Std Core,No Tech	VZTI-4872-FNC	Haworth	each	12	\$ 465.68	68%	\$ 149.02	\$ 1,788.21	63%	\$ 172.30	\$ 2,067.62
Accessories & Technology	Ergotron, HX Desk Mount Single Monitor Arm, White	45-475-216	Haworth	each	24	\$ 621.00	48%	\$ 326.03	\$ 7,824.60	43%	\$ 353.97	\$ 8,495.28
Tables	Hop,Table,Rt,Lam,29"x70",Eb3,Std, Co:none,C,Eadjdls,Gld	TVRA-2970-LJSNCV	Haworth	each	12	\$ 1,654.48	50%	\$ 827.24	\$ 9,926.88	45%	\$ 909.96	\$ 10,919.57
Filing Systems, Storage & Equipment	X Series,Pedestal,Cushion Top Kit, 18"D	JCTB-18	Haworth	each	12	\$ 176.39	63%	\$ 65.26	\$ 783.17	58%	\$ 74.08	\$ 889.01
Filing Systems, Storage & Equipment	X Series,27.5"H x 36"W,Lateral File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Attached,J Pull,Glides	JLPD-0236-SJA	Haworth	each	11	\$ 1,042.02	63%	\$ 385.55	\$ 4,241.02	58%	\$ 437.65	\$ 4,814.13
Filing Systems, Storage & Equipment	X Series,27.5"H x 42"W,Lateral File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Attached,J Pull,Glides	JLPD-0242-SJA	Haworth	each	1	\$ 1,192.55	63%	\$ 441.24	\$ 441.24	58%	\$ 500.87	\$ 500.87
Seating	Soji Task,Fab St /Mesh Bk,Hgt Adj Arm,Lum,Bk Lock,Adj Seat,Alu Base,Hrd Cstr,Assembled	SJT-20-411A1A	Haworth	each	12	\$ 920.44	50%	\$ 460.22	\$ 5,522.64	45%	\$ 506.24	\$ 6,074.90
Filing Systems, Storage & Equipment	X Series,Pedestal,Mobile,B/F,18"D,Pt dDrwFrt, Std Lkrl,J Pull,Cstr,No Top	JPMA-18-SJC	Haworth	each	12	\$ 624.65	63%	\$ 231.12	\$ 2,773.45	58%	\$ 262.35	\$ 3,148.24
TOTAL:							\$ 56,926.49			\$ 64,199.97		
BASIC INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
BASIC INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
							Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
BASIC INSTALLATION NORMAL HOURS - OPTION 2							6.50	\$ 28.00	\$ 182.00	6.50	\$ 28.00	\$ 182.00

REVISED 7-18-19 - SAMPLE PROJECT D - 6'X7' WORKSTATIONS

C - 6'X7' Workstations: must include the furniture, all required panels, hardware, connectors, and brackets to build 12 workstations.							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
BASIC INSTALLATION AFTER HOURS - OPTION 2							6.50	\$ 39.00	\$ 253.50	6.50	\$ 39.00	\$ 253.50
EXPANDED INSTALLATION NORMAL HOURS - OPTION 2							6.50	\$ 35.00	\$ 227.50	6.50	\$ 35.00	\$ 227.50
EXPANDED INSTALLATION AFTER HOURS - OPTION 2							6.50	\$ 52.50	\$ 341.25	6.50	\$ 52.50	\$ 341.25
COLOR OPTIONS:							https://surfaces.haworth.com/			https://surfaces.haworth.com/		
LEAD-TIME FROM RECEIPT OF PURCHASE ORDER:							See included Lead Time guide located in the supplemental information section			See included Lead Time guide located in the supplemental information section		

1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
2. Inside Delivery price includes product delivered to the site and unloaded
3. Basic Installation price to include 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 tele/data infeed 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 pricing based on the following:

- a. Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
- b. Non-union labor
- c. Free and clear access to loading docks and elevators
- d. Job site to be free and clear of other trades
- e. Reasonable access to Space
- f. Where applicable, Haworth will abide by union or prevailing wage rates

REVISED 7-18-19 - SAMPLE CONTRACT E - LARGE COLLABORATION SPACE

E - Large Collaboration Space							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
Tables	Planes,Table,Rt,Lam,42"x120",EB3,Std,Co:None,Disc,N,40"H,Ptd	TS00-2K6N	Haworth	each	1	\$ 4,531.00	58%	\$ 1,903.02	\$ 1,903.02	53%	\$ 2,129.57	\$ 2,129.57
Seating	Maari, 4 Leg Bar Hgt Stool, Poly Seat and Back, No Arms, Plastic Glide	S7SB-44-0H	Haworth	each	6	\$ 575.00	54%	\$ 264.50	\$ 1,587.00	49%	\$ 293.25	\$ 1,759.50
TOTAL:							\$	3,490.02			\$	3,889.07
BASIC INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
BASIC INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
							Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
BASIC INSTALLATION NORMAL HOURS - OPTION 2							6.00	\$ 28.00	\$ 168.00	6.00	\$ 28.00	\$ 168.00
BASIC INSTALLATION AFTER HOURS - OPTION 2							6.00	\$ 39.00	\$ 234.00	6.00	\$ 39.00	\$ 234.00
EXPANDED INSTALLATION NORMAL HOURS - OPTION 2							6.00	\$ 35.00	\$ 210.00	6.00	\$ 35.00	\$ 210.00
EXPANDED INSTALLATION AFTER HOURS - OPTION 2							6.00	\$ 52.50	\$ 315.00	6.00	\$ 52.50	\$ 315.00
COLOR OPTIONS:							https://surfaces.haworth.com/			https://surfaces.haworth.com/		
LEAD-TIME FROM RECEIPT OF PURCHASE ORDER:							See included Lead Time guide located in the supplemental information section			See included Lead Time guide located in the supplemental information section		

1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
2. Inside Delivery price includes product delivered to the site and unloaded
3. Basic Installation price to include 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 tele/data infeed 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 pricing based on the following:

- a. Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
- b. Non-union labor
- c. Free and clear access to loading docks and elevators
- d. Job site to be free and clear of other trades
- e. Reasonable access to Space
- f. Where applicable, Haworth will abide by union or prevailing wage rates

REVISED 7-18-19 - SAMPLE F - LOUNGE SEATING AREA

F - Lounge Seating Area							Drop Ship			Inside Delivery		
Category	Product Description	Vendor Product Number	Manufacturer Name	Unit of Measure	Qty	Manufacturer List Price	Fixed % Discount	Unit Price	Extended Price	Fixed % Discount	Unit Price	Extended Price
Tables	Jive,Table,Rd,Wd,36"x36",Eb3wd,Std,Co:none,X,Gld,20"h,Ptd	TVRN-3636-WKSNXG2A	Haworth	each	1	\$ 943.71	50%	\$ 471.86	\$ 471.86	45%	\$ 519.04	\$ 519.04
Seating	Poppy Lounge, Fabric Seat, Fabric Back, Return to Center Wood Base, Hard Glide	SLP-22-RH	Haworth	each	3	\$ 2,870.81	53%	\$ 1,349.28	\$ 4,047.84	48%	\$ 1,492.82	\$ 4,478.46
TOTAL:							\$	4,519.70			\$	4,997.50
BASIC INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
BASIC INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION NORMAL HOURS - OPTION 1							n/a			n/a		
EXPANDED INSTALLATION AFTER HOURS - OPTION 1							n/a			n/a		
							Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
BASIC INSTALLATION NORMAL HOURS - OPTION 2							1.75	\$ 28.00	\$ 49.00	1.75	\$ 28.00	\$ 49.00
BASIC INSTALLATION AFTER HOURS - OPTION 2							1.75	\$ 39.00	\$ 68.25	1.75	\$ 39.00	\$ 68.25
EXPANDED INSTALLATION NORMAL HOURS - OPTION 2							1.75	\$ 35.00	\$ 61.25	1.75	\$ 35.00	\$ 61.25
EXPANDED INSTALLATION AFTER HOURS - OPTION 2							1.75	\$ 52.50	\$ 91.88	1.75	\$ 52.50	\$ 91.88
COLOR OPTIONS:							https://surfaces.haworth.com/			https://surfaces.haworth.com/		
LEAD-TIME FROM RECEIPT OF PURCHASE ORDER:							See included Lead Time guide located in the supplemental information section			See included Lead Time guide located in the supplemental information section		

- Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
- Inside Delivery price includes product delivered to the site and unloaded
- Basic Installation price to include 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.
- Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed 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 pricing based on the following:

- Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
- Non-union labor
- Free and clear access to loading docks and elevators
- Job site to be free and clear of other trades
- Reasonable access to Space
- Where applicable, Haworth will abide by union or prevailing wage rates

Section 7
Required Forms



REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

Aggregate MWSBE Goal 10% for the City of Charlotte usage estimated to be \$500,000 annually.

A list of current registered and certified MWSBEs can be found at www.charlottebusinessinclusion.com.

Failure to submit this form shall deem a Proposal non-responsive.

Company Name:	<u>HAWORTH, INC.</u>
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Please indicate if your company is any of the following:

☐ MBE ☐ WBE ☐ SBE ☒ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

Full response on following page

Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

Full response on following page

[Form continues on next page]

Section 7 Required Forms

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 #
Synergy Installation Solutions	Installation services	W	n/a
Full response, including a complete list of MWSBEs within our national dealer network, is listed on following pages.			

Total MBE Utilization	0	%
Total WBE Utilization	10	%
Total SBE Utilization	0	%
Total MWSBE Utilization	10	%

Representative (signed): 

8-5-19 Matthew Corl

Date Representative Name



Required Form 5 - M/W/SBE PARTICIPATION - SUPPLEMENTAL INFORMATION

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal.

While Haworth is neither a small business nor minority-owned, we have programs in place to foster and implement supplier diversity. We sell and distribute our product through a robust network of certified dealers, most of which are small businesses, and many of which fall under MWVBE classifications including MBE, WBE, VBE, and SDVOSB. In addition, Haworth actively seeks to increase the participation of minority, women-owned, and service disabled veteran-owned businesses in our procurement process. We have an annual goal of striving for a minimum of 10% of dollars spent with minority suppliers, and we track these figures monthly.

Identify outreach efforts that will be employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal.

We are committed to identifying, developing, and working with diverse dealerships and other MWSBE suppliers and will continue current outreach efforts that will help our clients meet their own diverse spend objectives.

List below all MWSBEs that you intend to subcontract to while Performing the Services:

For services to the City of Charlotte, Haworth and its dealer PMC Commercial Interiors will partner with woman-owned firm, Synergy Installation Solutions in Charlotte, NC.

For services to other OMNIA Partners public agencies nationally, a complete listing of all MWSBEs within our national dealer network is included on the following page. All dealers will provide standard dealer services, including (but not limited to) design and specification, product management, order services, installation, warranty and other post-installation. Further, all Haworth dealers have the ability to subcontract with MWSBE businesses in their areas, increasing OMNIA Partners' ability to meet its minority spend objectives, however, as our dealers are independently owned and operated, we do not have access to the list of vendors with whom they may subcontract.



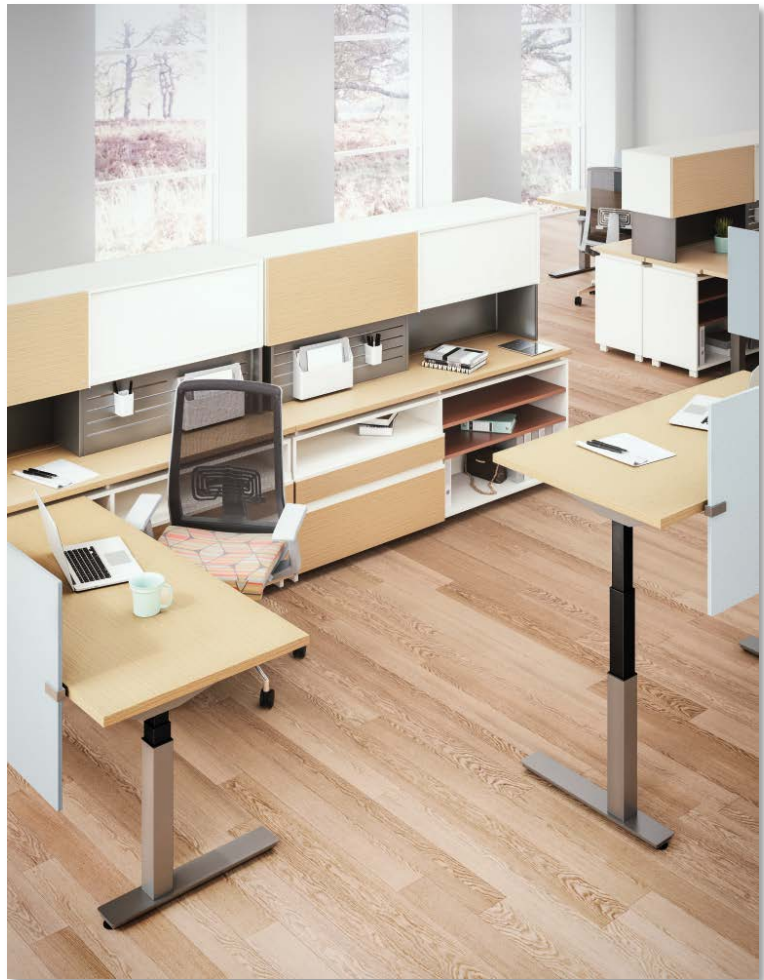
Required Form 5 - M/W/SBE PARTICIPATION - SUPPLEMENTAL INFORMATION

Subcontractor Name	Description of Work	Indicate either "M," "S," and/or "W"
Contract Office Group, San Francisco and San Jose, CA	Standard Services	M
Western Contract, Rancho Cordova, CA	Standard Services	S
Accent Office Interiors, Tallahassee, FL	Standard Services	W, S
JC White Architectural Interiors, Miramar, FL	Standard Services	W
Office Concepts & Furniture Design, Gainesville, FL	Standard Services	M, S
Turnerboone Contract, Atlanta, GA	Standard Services	W
Illini Supply, Forsyth, IL	Standard Services	W
Kayhan International, Ltd, Schaumburg, IL	Standard Services	M, W
Louer Facility Planning, Collinsville, IL	Standard Services	W
Commercial Office Environments, Indianapolis, IN	Standard Services	W
encompas, Wichita, KS	Standard Services	W
InterSpace Ltd., Lexington, KY	Standard Services	W
Office Environment Company, Louisville, KY	Standard Services	W
KV Workspace, Mandeville, LA	Standard Services	W
ISCG, Royal Oak, MI	Standard Services	W
SPACE, Inc., Midland, MI	Standard Services	W, S
encompas, Kansas City, MO	Standard Services	W
encompas - Nebraska, Omaha, NB	Standard Services	W
Image Office Environments, Mountainside, NJ	Standard Services	C
Meadows Office Furniture of NJ, Fairlawn, NJ	Standard Services	W
Contract Associates, Inc., Albuquerque, NM	Standard Services	W, M
Meadows Office Furniture, New York, NY	Standard Services	W
Elements IV Interiors, Dayton, OH	Standard Services	M, S
King Business Interiors, Inc. Columbus, OH	Standard Services	W
RCF Group, West Chester and Cleveland, OH	Standard Services	M
BurkeMICHAEL+, Pittsburgh, PA	Standard Services	W
Miller's of Columbia, Inc., Columbia, SC	Standard Services	W, S
Built for Dreams, Lubbock, TX	Standard Services	W
Business Interiors of Texas, Corpus Christi, TX	Standard Services	W
Facility Interiors, Carrollton, Dallas, Austin, Houston, TX	Standard Services	M
Facilities Connection, El Paso, TX	Standard Services	W
Omnifics, Alexandria, VA	Standard Services	M
Great Spaces, LLC, Seattle, WA	Standard Services	S
Capitol Business Equipment, Inc., Charleston, WV	Standard Services	W

MWSBE – SUPPLEMENTAL INFORMATION

PMC will subcontract with Synergy Installation Solutions, a Woman-owned, HUB certified business. Synergy is a leader in its field, with a 25 year history serving customers in Charlotte. With divisions also in Atlanta, Georgia and Detroit, Michigan, it is their mission to provide clients with the ultimate experience in installation services. They are committed to setting the standard for excellence in their industry in providing delivery, installation, long-term support services and customer satisfaction.

Synergy shares PMC's philosophy of doing whatever it takes to meet customers' goals and they have worked together in the past with outstanding results. Synergy works with a focus and level of professionalism under a mandate of business ethics and moral standards. Their factory-trained and uniformed installers guarantee the results their customers expect. Synergy will provide lead installation services on all City of Charlotte projects, with PMC providing dealer oversight and supervision.



Planes height adjustable tables and Very task chair



North Carolina Department of Administration

Pat McCrory, Governor
Bill Daughtridge, Jr., Secretary

Office for Historically Underutilized Businesses
Dennis M. English, Jr., Asst. to the Secretary for
HUB Outreach

July 24, 2015

Lisa Tarr
Synergy Installation Solutions, LLC. (Woman Owned)
10709 Granite Street
Suite K
Charlotte, NC 28273

Dear Lisa Tarr:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter, contingent upon submission of your 'Annual Status Update Affidavit' each year prior to your certification renewal date. If you fail to submit the 'Annual Status Update Affidavit' your HUB Certification shall be Revoked.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. Also, it is important to maintain current contact information such as address, telephone number, and email address in the SWUC Program database.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at www.doa.nc.gov/hub/swuc.htm to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcd.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Bradley Hicks

Bradley Hicks
Certification Specialist

Mailing Address:

Office for Historically Underutilized Businesses
Department of Administration
1336 Mail Service Center
Raleigh, NC 27699-1336

Telephone (919) 807-2330
Fax (919) 807-2335
State Courier #51-01-00

Location:

116 West Jones Street
Administration Building
Suite 4109
Raleigh, NC 27603

Section 7

Required Forms

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	Haworth, Inc.
Company Location (indicate corporate headquarters and location that will be providing the Services).	Please see complete response on Supplemental sheets following this form.
How many years has your company been in business? How long has your company been providing the Products and Services as described in Section 4?	Haworth was founded in 1948. Please see complete response on Supplemental sheets following this form.
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).	Please see complete response on Supplemental sheets following this form.
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	Haworth has had no projects terminated by a government entity.
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	Please see complete response on Supplemental sheets following this form.
Provide an overview and history of your company.	Please see complete response on Supplemental sheets following this form.
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	Haworth is not a subsidiary of another company.
Identify the percentage of revenue used for research and/or development by the proposing company or division.	Haworth’s R&D spend falls between 1.5% and 2.0% of revenue annually.
Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been effect.	Please see complete response on Supplemental sheets following this form.
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	Please see complete response on Supplemental sheets following this form.
Describe the ownership structure of your company, including any significant or controlling equity holders.	Haworth is privately-held and 100% family-owned.

Section 7

Required Forms

Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.	Please see complete response on Supplemental sheets following this form.
Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.	Please see complete response on Supplemental sheets following this form.
If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.	Please see complete response on Supplemental sheets following this form.
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	Please see complete response on Supplemental sheets following this form.
Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.	Please see complete response on Supplemental sheets following this form.
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	Haworth has not been the subject of a dispute or strike by organized labor within the last five years.
Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.	Please see complete response on Supplemental sheets following this form.
Provide the names and addresses of each certified installer/subcontractor by geographical area.	Please see complete response on Supplemental sheets following this form.

Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Note: We want to ensure all questions are answered completely and accurately. Per the requirements of the RFP, the following represents additional pages needed when the space on the Required Form was insufficient for a full response. For your convenience, all questions and correlating full responses from Required Form 6 are included whether or not additional space was required.



Company's Legal Name

Haworth, Inc.

Company Location (indicate corporate headquarters and location that will be providing services.

Haworth's corporate offices are located at One Haworth Center, Holland, Michigan. Haworth products go to market via an extensive network of 650 dealers strategically located worldwide. Dealers in North America provide coverage to every state in the US. This extensive network assures our customers a consistent quality experience, no matter where they are located, where a project installs, or how many other projects are occurring simultaneously. The City of Charlotte will be serviced by Haworth Best-in-Class dealer, PMC Commercial Interiors. PMC has offices located in Charlotte, Greensboro, and Raleigh, North Carolina, as well as in Charleston, Columbia, and Greenville, South Carolina.

How many years has your company been in business? How long has your company been providing the Products and Services as described?

Haworth was founded 71 years ago in 1948 and has been producing office furniture and partitions since 1954. We, along with our dealers, have been delivering the types of services required for more than 50 years.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).

(Note: We acknowledge this question was removed from Revised Section 7 in Addendum, but have included it to provide you with the additional information you requested)

Haworth has more than 100,000 global customers, including most Fortune 1000 companies, and hundreds of US cities and counties in the public sector. Some of Haworth's largest customers are in the government sector, at both the federal and local level, and our experience working with purchasing groups and cities and municipalities similar in size and scope to the City of Charlotte is significant. We currently hold a contract with US Communities with annual sales in excess of \$56.7 million dollars in 2018. Some of the large customers serviced by this contract include the City of Long Beach (California), Clark County (Nevada) Real Property Management, Durham County (North Carolina) Purchasing Dept, City and County of Denver (Colorado), and the City of Philadelphia (Pennsylvania). To protect their privacy, no reports or statistics regarding customer orders or finances are released without their stated permission. We remain open to private discussion and are happy to provide references to demonstrate how we, along with our dealers, successfully manage large complex projects for customers whose objectives, size, and scope are similar to those of the City of Charlotte.

List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.

Haworth has had no projects terminated by a government entity.

List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.

Haworth is a large international company that is active throughout the world and has commercial relationships with many organizations, including end-user customers, dealers, suppliers, governments, and competitors. Claims arise for a variety of reasons, including waste claims, product liability claims, contract disputes, dealer termination, supplier disputes, collection matters, and intellectual property disputes such as patent and/or trademark infringement. A review of all active claims indicate that these disputes have arisen in the ordinary course of business, will be resolved in the ordinary course and, in the judgment of Haworth's management, will have no material financial or operational impact on the company's ability to effectively service its customers.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Provide an overview and history of your company.

Established in 1948 by G.W. Haworth, and family-owned and privately-held ever since, Haworth evolved from a small home-based business into one of the largest designers and manufacturers of office and residential furniture in the world. Haworth operates 18 wholly-owned manufacturing locations in eight countries, and markets and sells products and services through 45 showrooms around the globe. We employ more than 7,000 people worldwide (nearly 4,000 people in the United States alone). Our customer base is comprised of thousands of businesses including most Fortune 1000 companies, and others in the fields of healthcare, education, and finance, as well as many from the government and non-profit sectors. The company is divided into three separate business segments: Commercial Interiors, Lifestyle Designs, and Performance Technology.

We manufacture and distribute contract and residential furniture including, seating, tables, workstations, systems, desking, lounge furniture, lighting, accessories, and technology tools, providing customers with options to furnish virtually every area, including outdoor spaces. Haworth also manufactures modular walls to provide an architectural element that integrates with other Haworth product on many levels including finishes, resulting in a clean and coordinated aesthetic.

With a record of continuous growth and profitability, Haworth is a fiscally responsible company with a Dun & Bradstreet rating of 5A2 and one of the strongest financial conditions in the industry. Annual sales in 2018 were approximately \$2.14 billion.

If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.

Haworth is not a subsidiary of another company.

Identify the percentage of revenue used for research and/or development by the proposing company or division.

Haworth's R&D spend falls between 1.5% and 2.0% of revenue annually.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been effect.

We are not implementing or reselling another company's products other than our own or those of our subsidiary or affiliate companies. Services will be provided by our dealer PMC Commercial Interiors. Although we work with our dealers as partners, each Haworth dealership is an independently-owned business. PMC has locations across six major markets in The Carolinas, more than 75 years of experience, and serves customers in 35 states. PMC has been a Haworth Preferred dealer since 2011 and a Best-in-Class dealer for the last five consecutive years and a Haworth's Top 10 dealerships for 5 years running.

Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.

Haworth, Inc. is a large global corporation, divided into three separate business segments: Commercial Interiors, Lifestyle Designs, and Performance Technology.

The Commercial Interiors business segment operates within the global contract furniture industry leveraging a network of direct sales teams, augmented by 650 independent dealers serving customers around the world that include government entities, and those in corporate, education, and healthcare markets. It operates under the following brand names: Haworth, Haworth Collection, Haworth Health, BuzziSpace, and TUOHY.

The Lifestyle Designs business segment operates within the global premium residential, hospitality, contract, and interior transportation industries. The Lifestyle Designs family of brands currently includes Cappellini, Cassina, JANUS et Cie, Karakter, and Poltrona Frau.

The Performance Technology business segment, currently represented by the Bluescape® brand, operates within the emerging virtual collaboration and meeting solutions technology industry.

Haworth subsidiaries include the following companies: Poltrona Frau Group (including the brands of Poltrona Frau, Cappellini, Cassina, Janus et Cie, and Karakter), BuzziSpace, TUOHY Furniture, and Bluescape. In addition to our subsidiary companies, other affiliates within the Haworth Family of brands are Pablo Designs (lighting) and Gan Rugs, who provide products to our customers in both the Lifestyle Designs and Commercial Interiors segments.

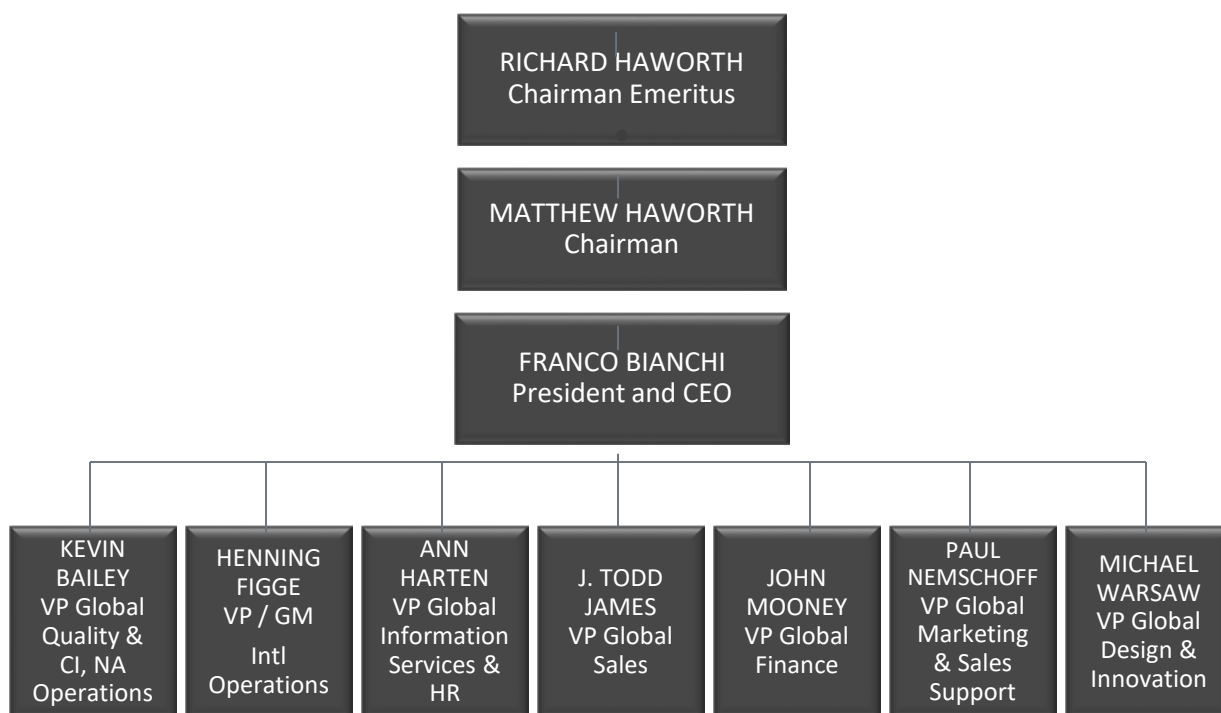
Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Describe the ownership structure of your company, including any significant or controlling equity holders.

Haworth is privately-held and 100% family-owned.

Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.

Executive Officers



All Haworth Vice Presidents manage other Vice President, Director, and Manager level positions within various business groups.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.

Services for the City of Charlotte will be provided by Haworth's Best-in-Class dealer, PMC Commercial Interiors. The PMC team will ensure every City of Charlotte project is tailored specific to its unique business needs. Each team member undergoes extensive product, safety, and design training to ensure a comprehensive and thought-out project experience from start to finish.



Peter Stipicevic, Account Manager (PMC)

Peter brings over 30 years of industry experience and will be the City of Charlotte's primary point of contact. He will handle all day-to-day requests and ensure project expectations are met. Peter provide continued support, knowledge, and workplace expertise throughout all stages of any City of Charlotte projects.



Samantha Baumgardner, Managing Director (PMC)

Sam has a passion for driving team engagement and planning projects for flawless operational execution. She brings more than 15 years of dealer and manufacturer experience to the team and is well-known for her ability to guide projects to successful completion. Her mission is to ensure the City of Charlotte's goals are met and expectations exceeded for every project.



Jennifer Kite, Designer (PMC)

Jennifer's role on the team will be to develop a customized solution for every City of Charlotte project. A designer for four years, Jennifer has proven success with projects of all sizes. She will work alongside your team from start to finish to deliver an exceptional outcome.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Describe the key individuals along with their qualifications, professional certifications and experience... (continued)



Tommy Smith, Project Manager (PMC)

As Project Manager, Tommy's will be the lead in ensuring that all projects for the City of Charlotte are developed, maintained, and implemented on time and within budget. He will act as the eyes and ears of projects throughout the installation phase, and will work directly with your team and any outside contractors to ensure success.



Aisha Hobbs, Service Coordinator (PMC)

Aisha will be responsible for entering orders and will work closely with the Haworth customer service team to review order acknowledgements, coordinate deliveries, and answer questions. She has a keen eye for detail, is skilled at developing customer relationships, and will be instrumental in ensuring a successful procurement experience for the City of Charlotte.



Kate Smith, Director of Ideation (PMC)

With a degree in design, Kate has over 11 years of experience in workplace design and research. She will work directly with the City of Charlotte to ensure we have a clear understanding of organizational goals and priorities. She will offer workshops and other tools to help improve workplace effectiveness and enhance communication.

Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Describe the key individuals along with their qualifications, professional certifications and experience... (continued)



John Moore, Lead Installer (PMC)

John is a Haworth-certified installer and will serve as the lead installer for all projects for the City of Charlotte. He will coordinate project installation, communicate install details, and develop punch items.



Neil Rose, Director of Operations (PMC)

Neil will work alongside Tommy and John to oversee the management and installation of products. He has more than 20 years of experience in dealer operations, and is skilled at maximizing crew efficiency and making sure all products are installed per design requests and to manufacturer specifications.



Alex Tarr, Divisional Manager - Charlotte (Synergy Installation)

Alex will be the primary contact at Synergy Installations, and will work in close collaboration with PMC. He will assign and supervise the installation crew for maximum efficiency and attention to detail in every aspect of the installation process, from set-up to cleanup. Alex will maintain a focus on efficiency and craftsmanship, ensuring site decorum is observed at all times.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Describe the key individuals along with their qualifications, professional certifications and experience... (continued)



Tim Hodges, Sales and Marketing Program Manager/OMNIA Partners (Haworth)

As Program Manager for the OMNIA Partners account, Tim will provide direct manufacturer oversight to all projects. He will work closely with PMC to ensure the City of Charlotte has awareness on any new product introductions, updates, or new initiatives. Since joining Haworth 5 years ago, the primary focus of Tim's career has been handling various federal and education contracts. He brings 17 years of experience in account management and quality engineering to the team, and is also a Navy Reserve Intelligence Officer who holds the military rank of Commander.



Ben Adams, Dealer Sales Manager (Haworth)

Ben will serve OMNIA Partners' Lead Agency as Haworth's primary contact for local manufacturer support. He will work as customer advocate and liaison between City of Charlotte, manufacturer, and dealer, providing information, knowledge and communication regarding developments with new products, tools and processes. Ben is a 37-year veteran with Haworth and has worked with numerous OMNIA Partners members and projects.



Dave Graves, Territory Sales Director (Haworth)

Dave has 30 years of sales management experience in the contract furniture industry. He serves as the manufacturer liaison for OMNIA Partners, working in tandem with Haworth and the dealer teams serving them. Responsible for customer overall satisfaction, Dave will ensure the highest level of response to product specifications, pricing, and delivery requirements throughout the all phases.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.

Haworth works with its dealers as a strategic partner on projects by providing corporate oversight and managing contracts. Our relationship with our dealers is a collaborative one, built upon a foundation of mutual trust and a commitment to excellence. Services for the City of Charlotte will be provided by Haworth dealer PMC Commercial Interiors (PMC). PMC has been a Haworth preferred dealer since 2011, and a Best-in-Class dealer for the last 4 consecutive years. Best-in-Class is a distinction bestowed annually upon dealers who have performed in the top 25th percentile of all Haworth Preferred dealers in the areas of marketing, sales, operations, finance, and customer satisfaction.

PMC has a proven record of excellence in The Carolinas. Established in 1945, they remain privately owned, employ more than 140 people, and have showrooms across 6 major markets. They offer warehouse storage and inventory services in three locations with a combined total of approximately 140,000 square feet of climate controlled space. They manage standard programs for more than 350 clients across 38 states in the US, and hold national accounts with major corporations. Some of their customers include well-known businesses such as BMW, Electrolux, First Citizens Bank, Ingersoll Rand, Honeywell, Reynolds America, and many others, including clients finance, automotive, and technology industries, as well as in government and education.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services... (continued)

PMC Project Experience

Dixon Hughes Goodman Company (DHG), Charlotte, NC



DHG, LLP, headquartered in Charlotte, ranks as one of the top 20 public accounting firms in the nation. With their new headquarters, DHG wanted to source a partner that was forward thinking and could help enhance their environment and brand. By leveraging our ideation services and workshops, PMC was able to create a consistent and sophisticated product palette that would serve all new and current locations throughout the nation. Because they

are a national accounts, our team is able to manage DHG's product standards and local services using our cloud service platform. DHG was also able to utilize CBRE's fusion partnership program with Haworth as an additional cost saving to their projects. With the ease of managing their space and design standards, our team created the forward-thinking and efficient environment DHG required.





Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

PMC Project Experience (continued)

NN, Inc., Charlotte, NC

As a diversified industrial company, NN, Inc. combines science expertise with advanced engineering and production capability to design and manufacture high-precision components for a variety of global markets. When the decision was made to move their corporate headquarters from Johnson City, Tennessee to their current HQ location in Charlotte, they chose CBRE as their Real Estate and Project Management partner. Leveraging the value of CBRE's fusion partnership with Haworth, Haworth and PMC were chosen as NN's vendor to furnish more than 60,000 square feet of its new space.

Our team understood the vision and business drivers of NN and worked closely with the architectural firm to propose products that helped address and solve the function of each space. Finishes, textures, and variety were layered throughout to provide function and visual interest. The result is a tailored space that reflects the NN brand and culture and supports their work and future goals.

LUESA, Charleston, SC

Mecklenburg County moved to an over 110,000 square foot building to integrate and locate all their departments into one building for all Land Use and Environmental Services Agency (LUESA), as well, as have a dynamic customer service focused lobby. The open floorplan integrates the latest technology into the variety of collaborative neighborhoods that consist of causal lounge clusters, private meeting rooms, and standing height service counters for a welcoming and efficient customer experience.

Skyline Steel, Rock Hill, SC

Skyline Steel relocated to the Lowenstein Building located in Rock Hill, SC and took occupancy of the building's entire fourth floor. The scope of the project included the upfit of approximately 20,000 SF of cold, dark shell to new Class A office space. The Lowenstein Building is a former textile mill originally constructed in 1929, which was revitalized and started undergoing renovations in 2016 and is included on the National Register of Historic Places.

Skyline Steel chose PMC based not only on its digital presentation, but also on its ability to work on their aggressive timeline with a streamlined approach. They wanted their space to be minimalistic in terms of style with clean lines and innovative features that would stand the test of time. PMC delivered the aesthetic they were seeking, while also providing the comfort and ergonomics required for a highly functional workspace and a healthy workforce.

Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

PMC Project Experience (continued)

Häfele, Archdale, NC

Häfele America Co., a leading provider of furniture fittings, architectural hardware, and electronic locking systems, completed an impressive contemporary building that expands their existing space while representing the inspiration and innovation Häfele is known for around the world. The facility incorporates a great deal of glass to more efficiently make use of natural light—an important feature to improve employee well-being, productivity, and performance. A contemporary floorplan includes a mix of Planes height-adjustable individual workstations and private offices for focus work, and open, ancillary spaces to support collaboration for teams.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

PMC Project Experience (continued)

Lennar Multifamily Communities (LMC), Charlotte, NC

Lennar Multifamily Communities, a multifamily real estate development company, wanted to evolve their brand and foster a feeling of innovation, progress, and efficiency in their new 20,400 square foot headquarters. Partnering with Perkins + Will and utilizing CBRE's fusion partnership with Haworth, PMC furnished their space, met their project goals, and created a space that was attractive to their employees as well as to their clients.



PMC References

Mecklenburg County - LUESA | Charlotte, NC

Maia M. Setzer | Support Division Director
maia.setzer@mecklenburgcountync.gov
980.314.3330

NN, INC | Charlotte, NC

Robbie Atkinson | Executive Vice President- Life Sciences
robbie.atkinson@nninc.com
980-264-4314



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Explain how your organization ensures that personnel performing the Services are qualified and proficient.

Haworth views its Dealer Network as a critical component of our ability to satisfy our customers. Our goal is to maintain a robust network of financially sound, customer-focused, and solution-oriented dealers, and we provide them with equally well-rounded support. Preferred dealers are assigned a Dealer Business Consultant who consults with them on a variety of business management issues, including financial benchmarking, customer satisfaction, employee compensation, and strategic planning. We work directly with each dealerships' management teams to develop solution-oriented plans that meet the needs of our mutual customers. In conjunction with our field sales team, we monitor both financial and quality measurements using a balance scorecard for all dealers.

All Haworth dealers must continuously demonstrate superior performance in meeting customer needs. Some of the tools employed to help dealers develop and continue to serve customers with the highest level of quality and accountability, include:

- Training on new products and services
- Regional and national dealer meetings on relevant business topics
- Marking and branding tools that support co-branding
- Financial benchmarking
- Financial support for strategic growth
- Electronic resources to keep them up-to-date on changes in product, policy, and process
- Designated Haworth personnel who call on the dealerships regularly to share updates, review projects, and share best practices, and who are accessible at to dealers at all times via phone or email
- Designated Haworth technicians to provide technical support and training when needed

Dealers are required to demonstrate that they continually reinvest in their businesses and improve their service standards. To help recognize and reward those dealers making these types of investments, Haworth developed its Preferred Dealer Program. Preferred Dealers offer our customers an additional level of expertise and stability in these critical areas, have documented quality systems, and participate in continuous training. In addition, they have invested in proprietary technologies to enable efficient communication of customer information and must demonstrate continuous superior performance in meeting customer needs.

Dealer performance is also evaluated through participation in the Best-in-Class program. PMC Commercial Interiors (PMC), the dealership that will be providing services for the City of Charlotte, has been a Best-in-Class dealer for the past five consecutive years.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.

Haworth and PMC will guarantee a robust and dedicated staff to provide required services. We have assembled a team of skilled professionals who are prepared and committed to serving the City of Charlotte. This core team will be supported by additional design, customer service, and installation resources, and will also benefit from considerable executive oversight from both Haworth and PMC.

Our Installation partner, Synergy Installation Solutions, a woman-owned, Historically Underutilized Business, was founded in 1994 and provides nationwide office furniture installation services. With locations in Charlotte, Atlanta, and Detroit, Synergy understands the staffing required for a successful installation project, and takes pride in their ability to complete projects in a timely and professional manner.



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.

Haworth has not been the subject of a dispute or strike by organized labor within the last five years.

Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third-party security audits in the last five (5) years.

Haworth's corporate security team holds primary responsibility for the company's physical plant and for ensuring a safe and secure environment for Haworth members, visitors, and customers. Our safety management program is a compilation of the standards, policies, procedures, and guidelines developed to maintain a healthy workplace and is ensured through the application of accepted industry practices, compliance with legislative requirements, and the active involvement of our own members in the safety of their workplace. Perimeter doors (as well as some interior doors) are locked and can be accessed only by company issued identification cards, and we utilize door alarms and other devices to report intrusions, failures, or doors left open. Corporate security officers are onsite at all times, and continuously perform internal and external foot patrols, vehicle patrols, and monitor a robust network of cameras and network recording devices that are inside and outside the premises. Every Haworth member is required to complete training on policies and process and all levels of management are responsible for ensuring training and education programs are updated, relevant, and effective and that policies are enforced. At satellite plant locations, plant and human resource managers retain primary accountability for the effective administration of the safety and security at each site.

Haworth participates in a multitude of local, state, and federal compliance programs, and each is overseen by a member of the relevant department who has the responsibility of ensuring strict adherence. Examples of programs we participate in, as well as the departments that are responsible for monitoring and reporting, include:

- OFCCP (Human Resources)
- ADA (Human Resources)
- OSHA (Health and Safety)
- C-TPAT (Corporate Security)

Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Describe your security procedures to include physical plant, electronic... (continued)

Information security is integral to Haworth's operation. We assure the integrity of all information (both digital and hard copy) and disseminate, produce, manage, store, and duly handle all data through sound confidentiality procedures. This policy aims to protect our information assets from any internal or external deliberate or accidental threats. We employ industry best practices using best of breed security solutions which are reviewed annually for applicability within the environment. Policies and procedures developed cover such items as (but are not limited to) incident handling, disaster recovery and business continuity, privacy, and awareness. Regarding customer information, we collect and store only what is needed to process orders. Electronic data that is collected is stored in our ERP system, which is access controlled, encrypted, and fault tolerant. Haworth's IT team has accountability for all digital information handled. Accountability for and processes around handling hard copy records are the responsibility of the specific department that stores them.



Planes tables with Very Stacker chairs and stools



Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Provide the names and addresses of each certified installer / subcontractor by geographical area.

Haworth currently has approximately 2500 certified installers, working at more than 340 installation companies throughout the US. At least one installation company with Haworth certified installers is in every state except for Delaware, Montana, and Wyoming. Including every name and address in this bid response would be impractical. Further, without an ownership or contractual relationship with these installers, we are unable to provide their names without their expressed permission. However, Haworth maintains an extensive team of field technical representatives located throughout North America who are responsible for the education and training of Haworth Certified Installers. Tech reps have engineering backgrounds and are well-versed in the details that allow them to fully deconstruct and reconstruct product. They frequently work in partnership with sales teams and provide technical oversight and consultation on installation projects when needed or requested. The list of all Haworth's tech reps by region, along with their cell phone numbers is as follows:

BASE CITY	NAME	TITLE	CELL PHONE
East Region			
Washington, DC	Mark Petenbrink	Sr. Tech Representative	202-421-9899
Tampa, FL	Jim Dowdy	Sr. Tech Representative	616-836-0795
Atlanta, GA	Ken Fleri	Sr. Tech Representative	616-836-0827
Boston, MA	John Stoessel	Technical Representative	857.248.7774
New York, NY	John Sobocinski	Sr. Tech Representative	908-966-3513
New York, NY	Joshua Sobocinski	Technical Representative	908.377.9457
Seattle, WA	Ron Huey	Sr. Tech Representative	503.756.7750
Seattle, WA	Jim Meyers	Sr. Tech Representative	206.619.1305
Central Region			
Chicago, IL	Kevin Beardsley	Field Technical Services Manager - East	630.596.7721
Chicago, IL	Matthew Stevens	Technical Representative	312.644.3983
Detroit, MI	Greg Swanson	Sr. Tech Representative	248-379-1832
Minneapolis, MN	Mitch Perry	Technical Representative	612.310.5904
St. Louis, MO	Clayton Lovvorn	Technical Representative	317-612-1099
Columbus, OH	Roger McConnell	Sr. Tech Representative	614-496-0377
Dallas, TX	Sal Zarcone	Technical Representative	214-507-5078
Houston, TX	Kris Napier	Technical Representative	616-836-0873
West Region			
Denver, CO	Sanford Cote	Field Technical Services Manager - West	303-961-9858
Los Angeles, CA	Walt Teunier	Sr. Tech Representative	616-836-7466
Los Angeles, CA	Hector Moreno	Sr. Tech Representative	310.505.4740
San Francisco, CA	Andy McKinnon	Technical Representative	408.230.0526

Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Provide the names and addresses of each certified installer / subcontractor by geographical area (continued)

In addition, most Haworth dealerships have certified and vetted installers on their staff. A full list of our more than 300 US Preferred and Authorized dealers, along with their locations, is included on the following page.



Poppy Lounge and Maari Conference seating

2019 US Dealers by Region

EASTERN REGION

ALABAMA

Innerspace Architectural Interiors, Birmingham

BERMUDA

Innovative Office Interiors, Hamilton

CONNECTICUT

John Watts Associates, East Hartford

Robert H. Lord Co., Manchester

FLORIDA

Accent Office Interiors, Tallahassee (WBE, SDB)

Florida Business Interiors, Inc., Lake Mary

Florida Business Interiors, Inc., Tampa

Innerspace Architectural Interiors, Fort Walton Beach

JC White Architectural Interiors, Miramar* (WOB)

Office Concepts & Furniture Design, Gainesville, (MBE, SDB)

Office Environments & Services, Jacksonville*

GEORGIA

Loy's Office Supplies, LaGrange

McGarity's Business Products, Gainesville

Modern Business Systems, Inc., Augusta, GA

Office Images, Roswell

Turnerboone Contract, Atlanta (WBENC)

LOUISIANA

KV Workspace, Mandeville (WOSB)

MAINE

Environments @ Work, LLC, Boston, MA

MARYLAND

Price Modern, Baltimore*

Price Modern of Washington, Lanham*

MASSACHUSETTS

Environments @ Work, LLC, Boston

MISSISSIPPI

Business Interiors, Ridgeland

Commercial Business Interiors, Inc., Hattiesburg

Sullivan's Office Supply, Inc., Starkville

NEW HAMPSHIRE

Office Interiors, Ltd., Dover

NEW JERSEY

Allstate Office Interiors, Inc., Hamilton

Bellia Office Furniture, Inc., Woodbury

Commercial Furniture Interiors, Inc., Mountainside

Image Office Environments, Mountainside (WBE, SDB)

Meadows Office Furniture of New Jersey, Fairlawn (WBE)

Millennium Office Solutions, LLC, Morristown

NEW YORK

A.C. Desk Co., Inc., Mineola

Allstate Office Interiors, Inc., Buffalo

Bell Yorktown Inc., Bedford Hills

Buffalo Office Interiors, Inc., Buffalo

Key International, Inc., New York

Meadows Office Furniture, New York (WBE)

Standard Commercial Interiors, Albany

Syracuse Office Environments, Syracuse

Workplace Interiors, Fairport

WORKWELL PARTNERS, New York

NORTH CAROLINA

Bumbargers, Inc, Hickory

Corporate Interiors & Sales, Fayetteville

PMC Commercial Interiors, Charlotte*

PMC Commercial Interiors, Greensboro*

PMC Commercial Interiors, Morrisville*

Professional Business Interiors, Asheville

PENNSYLVANIA

Advanced Office Environments, Malvern

Advanced Office Environments, Philadelphia

BMC Office Furniture, Scranton

BurkeMICHAEL+, Pittsburgh (WBE)

Easley & Rivers, Inc., Monroeville

Office Environments, Inc., Bristol

Tanner of Pennsylvania, Inc., Harrisburg

Top to Bottom Interiors, Altoona

Transamerican Office Furniture, Inc., Philadelphia

Transamerican Reading, Reading

PUERTO RICO

Systronics, San Juan

RHODE ISLAND

Creative Office Environments, East Providence

SOUTH CAROLINA

Miller's of Columbia, Inc., Columbia (HUB, WBE, SBD)

PMC Commercial Interiors, Greenville

VERMONT

Office Environments, Inc., South Burlington

VIRGINIA

DDG, Inc., Fredericksburg (SDVOSB)

JMJ Corporation, Richmond

New Day Office Furniture, Inc., Suffolk

Omnifacs, Alexandria (8a G, MBE)

Wytheville Office Supply, Inc., Wytheville

WEST VIRGINIA

Capitol Business Equipment, Inc., Charleston (WBE)

Names in **ITALICS** indicate Haworth Preferred Dealers; all others are Haworth Authorized Dealers

* Haworth Best-In Class Dealers

(8a G) 8(a) Graduate

(EDGE) Encouraging Diversity, Growth and Equity

(HUB) Hub Zone

(MBE) Minority Business Enterprise

(NMDSC) National Minority Supplier Development Council

(PEP) Procurement Enhancement Program

(SDB) Small Disadvantaged Business

(SDVOSB) Service-Disabled Veteran-Owned Small Business

(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

2019 US Dealers by Region

CENTRAL REGION

ARKANSAS

David Martin, Inc., Jonesboro
Innerplan Office Interiors, North Little Rock*
Norman Company, Fort Smith

IOWA

Triplett Corporate Interiors, Des Moines
Triplett Corporate Interiors, Dubuque

ILLINOIS

Business Office Systems, Carol Stream
Illini Supply, Forsyth (WBE, EDWOSB)
Kayhan Intl Ltd., Schaumburg* (WBENC, MBE)
Korte Co, Highland
Louer Facility Planning, Collinsville (WBE)
Ridders Business Supply Co., Inc., Quincy
Stiles Office Solutions, Inc., Carbondale

INDIANA

Commercial Office Environments, Indianapolis (WBE)
Intrascap, Inc., Fort Wayne

KANSAS

encompas, Wichita* (WMBE by WBENC)

KENTUCKY

InterSpace Ltd., Lexington (WBE)
Office Environment Company, Louisville (WBE)

MICHIGAN

AIREA, Farmington Hills
DBI Business Interiors, Lansing*
Interphase Interiors, Grand Rapids*
ISCG, Royal Oak* (WBE)
Michigan Office Environments, Kalamazoo
SPACE, Inc., Midland (WBENC, WOSB, SDB)

MINNESOTA

Fluid Interiors, Minneapolis*

MISSISSIPPI

Weatheralls, Tupelo

MISSOURI

encompas, Kansas City* (WMBE by WBENC)
Professional Office Environments, Maryland Heights*

NEBRASKA

encompas - Nebraska, Omaha* (WMBE by WBENC)

NORTH DAKOTA

Christiansons Business Furniture, Inc., Fargo*
Norby's Work Perks, Grand Forks
Southwest Business Machines, Inc., Dickinson

OHIO

Charles Ritter Co., Mansfield
Elements IV Interiors, Dayton (SDB, MBE, EDGE, PEP, 8(a)G)
Globe Business Interiors, West Chester
King Business Interiors, Columbus
(WBENC, EDGE, WOSB)
MyOffice Products, Akron
RCF Group, West Chester Township* (MBE, NMDSC)
RCF Group Cleveland, Cleveland* (MBE, NMDSC)
Supply Post Business Products, Cincinnati

OKLAHOMA

Furniture Marketing Group of Oklahoma, Oklahoma City
Workspace Resources, Inc., Tulsa

SOUTH DAKOTA

Canfield Business Interiors, Sioux Falls
V-cor, LLC, Rapid City (VOSB, SDVOSB)

TENNESSEE

Nashville Office Interiors, Nashville
Nashville Office Interiors of Chattanooga, Chattanooga
Nashville Office Interiors of Knoxville, Knoxville
Officescapes, Inc., Bartlett

TEXAS

Built for Dreams, Lubbock (WBE, HUB)
Business Interiors of Texas, Corpus Christi (WBE)
Facility Interiors, Carrollton (MBE)
Facility Interiors EDS, Dallas* (MBE)
Facility Interiors of Austin, Austin* (MBE)
Facility Interiors of Houston, Houston* (MBE)
Furniture Marketing Group, Plano
Furniture Marketing Group of Austin, Austin
Furniture Marketing Group of Houston, Houston
Royer & Schutts, Fort Worth
Spencer Co, Dallas*
Wittigs Office Interiors, San Antonio
Wittigs Office Interiors of Houston, Houston

WISCONSIN

Business Interiors by Staples, Onalaska
M & M Office Interiors, Pewaukee*
M & M Madison, Middleton*
Nordon, Inc., Appleton

Names in **ITALICS** indicate Haworth Preferred Dealers; all others are Haworth Authorized Dealers

* Haworth Best-In Class Dealers

(8a G) 8(a) Graduate

(EDGE) Encouraging Diversity, Growth and Equity

(HUB) Hub Zone

(MBE) Minority Business Enterprise

(NMDSC) National Minority Supplier Development Council

(PEP) Procurement Enhancement Program

(SDB) Small Disadvantaged Business

(SDVOSB) Service-Disabled Veteran-Owned Small Business

(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

2019 US Dealers by Region

WESTERN REGION

ALASKA

AA-K Business Environments, Inc., Anchorage

MONTANA

360 Office Solutions, Billings

ARIZONA

Tucson Business Interiors, Inc., Tucson

NEW MEXICO

Contract Associates, Inc., Albuquerque* (WOSB, MDOB)

CALIFORNIA - NORTHERN

Contract Office Group, San Francisco (VOSB, MBE)

Contract Office Group, San Jose (VOSB, MBE)

CORE Business Interiors, Inc., Fresno

Durst Contract Interiors, Inc., Stockton

Interiors, Inc, Santa Rosa

Wardens Office, Inc., Modesto

NEVADA

Faciliteq Business Interiors, Las Vegas

Reno Business Interiors, Inc., Reno

OREGON

Interior Office Solutions, Inc., Portland

CALIFORNIA - SOUTHERN

Interior Office Solutions, Inc., Irvine

Interior Office Solutions, Los Angeles

Key International, Gardena

Pacific Office Interiors, Agoura Hills*

TotalPlan, Inc., Riverside

Unisource Solutions, Hayward

Unisource Solutions, Pico Rivera

Unisource Solutions, San Diego

Western Contract, Rancho Cordova (SBE)

TEXAS

Facilities Connection, El Paso (8(a) G, WBE, HUB, WOSB)

UTAH

CCG Howells, Salt Lake City*

WASHINGTON

Brutzman's Office Solutions, Richland

Creative Office, Olympia

Great Spaces, LLC, Seattle (SDVOSB, SDB)

Interior Solutions, Inc., Spokane

Quantum Solutions, Spokane

COLORADO

Pear Workplace Solutions, Denver

HAWAII

Great Space, Honolulu

The Systemcenter, Inc., Honolulu

WYOMING

Business Interiors by Stables, Idaho Falls, ID

IDAHO

Business Interiors of Idaho, Inc., Boise

Business Interiors by Staples, Idaho Falls

KANSAS

Contract Design Group, Inc., Topeka

MISSOURI

Thomas Brothers Office Furniture, Springfield

Names in **ITALICS** indicate Haworth Preferred Dealers; all others are Haworth Authorized Dealers

* Haworth Best-In Class Dealers

(8a G) 8(a) Graduate

(EDGE) Encouraging Diversity, Growth and Equity

(HUB) Hub Zone

(MBE) Minority Business Enterprise

(NMDSC) National Minority Supplier Development Council

(PEP) Procurement Enhancement Program

(SDB) Small Disadvantaged Business

(SDVOSB) Service-Disabled Veteran-Owned Small Business

(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

Section 7

Required Forms

REQUIRED FORM 7 – REFERENCES

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate. **Please do not list the City of Charlotte.**

Reference 1	
Company Name:	Florida Blue
Contact Name:	John Trevathan, VP Corporate Services
Phone Number:	904.905.5015
Reference 2	
Company Name:	San Diego International Airport
Contact Name:	Jana Vargas, Procurement and Contract Services
Phone Number:	619.400.2535
Reference 3	
Company Name:	US Dept of Energy, Pacific Northwest National Laboratory
Contact Name:	Brianna Yi, Small Business Program Manager, Senior Contract Specialist
Phone Number:	509.371.7742
Reference 4	
Company Name:	University of California, San Diego
Contact Name:	Alma Rose Mendoza, Senior Buyer Commodity Manager
Phone Number:	858.822.4390
Reference 5	
Company Name:	Dixon Hughes Goodman , LLP
Contact Name:	Beth Lantz, Director of Facilities & IT
Phone Number:	336.822.4450

Section 7
Required Forms

**REQUIRED FORM 8 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☒ I hereby certify as stated above:

Matthew Corl
(Print Name)


Signature

Manager Business Systems
Title

7-15-19
Date

☐ I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

Section 7
Required Forms

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.

Haworth, 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.

Matthew Corl
(Print Name)


Authorized Signature

7-15-19
Date

Haworth, Inc.
Company Name

One Haworth Center
Address

Holland, MI 49423
City/State/Zip

Section 7 Required Forms

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
<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.	See Product Environmental Datasheets in Supplemental information following this form.
<u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	See Product Environmental Datasheets in Supplemental information following this form.
<u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	n/a - See complete response on Supplemental sheets following this form.
<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.	n/a - See complete response on Supplemental sheets following this form.
<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.	See complete response on Supplemental sheets following this form.
<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.	n/a
<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.	n/a
<u>Low VOCs.</u>	See complete response on Supplemental sheets following this form.

Section 7 Required Forms

Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.	See complete response on Supplemental sheets following this form.
<u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this proposal.	See complete response on Supplemental sheets following this form.
<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 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.	Haworth is committed to providing our customers with products that support safe and healthy environments, and to a policy of material chemistry transparency. All Haworth-owned manufacturing facilities are ISO 14001 and 9001 certified. See our complete response on Supplemental sheets following this form.
<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).	See complete response on Supplemental sheets following this form.
<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).	See complete response on Supplemental sheets following this form.



Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Note: We want to ensure all questions are answered completely and accurately. Per the requirements of the RFP, the following represents additional pages needed when the space on the Required Form was insufficient for a full response. For your convenience, all questions and correlating full responses from Required Form 10 are included whether or not additional space was required.

Recycled Content.

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.

Recyclability.

Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.

PRODUCT RECYCLED CONTENT AND RECYCLABILITY			
Product	Pre-Consumer	Post-Consumer	Recyclability
Compose	45%	27%	47%
Hop Tables	34%	22%	99%
Hop Benching	24%	42%	48%
Jive Tables	63%	26%	98%
Maari Conference	24%	7%	100%
Maari Side	12%	10%	100%
Masters Series	49%	26%	20%
Planes Training Tables	57%	27%	18%
Poppy Lounge	5%	7%	74%
Soji Task	15%	8%	94%
Very Side	7%	10%	95%
Very Wire Stacker	9%	13%	97%



Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Biodegradability.

Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.

Not applicable - Haworth products are designed to be durable and long-lasting to meet the performance requirements our customers demand. With the exception of some natural fabrics that may be available on seating products and panels, Haworth products are not biodegradable.

Compostability.

Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.

Not applicable - Haworth products are designed to be durable and long-lasting to meet the performance requirements our customers demand. With the exception of some natural fabrics that may be available on seating products and panels, Haworth products are not biodegradable.

Energy Consumption.

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.

Energy Consumption	
Compose	5,300 MJ
Hop HAT	3,400 MJ
Hop Benching	2,800 MJ
Jive	availability mid-August
Maari Conference	1,470 MJ
Maari Side	1,020 MJ
Maari Stool	1,100 MJ
Masters	4,930 MJ
Planes HAT	2,530 MJ
Poppy Lounge	2,380 MJ
Soji	2,120 MJ
Very	2,480 MJ
Very Stacker	570 MJ



Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Energy Efficiency.

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.

Not applicable

Water Efficiency.

Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program, or be water-efficient or low-flow fixtures.

Not applicable

Low VOCs

Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.

Haworth produces 133 low-emitting product lines. Since 2005 we have reduced our VOC emissions by 70%, GHG emissions by 20%, and energy use by almost 30%. More than 95% of our products are air quality certified (GREENGUARD®). GREENGUARD certificates for the products positioned in this response are available upon request.

Reduced Packaging.

Please include any efforts made to reduce the packaging of the products included in this proposal.

Haworth has successfully eliminated polystyrene from most packaging materials; it is currently used only in very small quantities (less than 5%) of product packaging where alternatives do not sufficiently protect the integrity of package contents. Haworth continues working toward the greening of the supply chain and eliminating packaging that is not recyclable. Paperboard protective posts and polyester banding contain 100% recycled content; and cartons, dividers, pads, and sheets are made from corrugated fiberboard that is 35%-40% recycled content. Protective pads, fillers, and dunnage are honeycomb and contain 20% recycled content. Each year Haworth introduces more stretch wrapping and blanket wrapping on selected product, further reducing raw material consumption and eliminating waste at the customer location. Our packaging engineers and transportation teams work together to seek new environmentally friendly packaging methods that can be implemented without compromising the level of protection provided while in transit.



Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Pollution Prevention.

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 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.

Caring for our environment has been a long held, company-wide value. Haworth was the first office furniture manufacturer to achieve Zero Waste to Landfill status in all its global manufacturing facilities, and among the first to achieve 14001 certification. We maintain both ZWTL and ISO 14001 (along with ISO 9001) in all our owned manufacturing facilities worldwide. We continuously evaluate both our products and our production processes and we implement improvements at all stages, from design through end of life.

Haworth is committed to providing our customers with products that support safe and healthy environments, and to a policy of material chemistry transparency. Complying with applicable legal requirements on chemicals, such as REACH, is considered as minimum standard for all our operations. We are working diligently toward reducing potentially hazardous chemicals beyond regulatory restrictions associated with parts and materials we source. We anticipate the complete elimination of targeted hazardous chemicals as new safer, alternatives become commercially available.



Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Life Cycle Management.

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).

Haworth products are designed for a long life of active and continuous use, and we offer one the strongest product warranties in the industry. Most products come with a lifetime warranty that is good for around the clock usage, and our most popular task seating is warrantied up to 400 pounds. Often, it is not the deterioration of Haworth product, but rather a desire for a new aesthetic, that drives customers to replace product. Many of our customers have had product in active use for more than two decades. Haworth's value proposition, Organic Workspace, allows customers to flex their environments as their organizational priorities shift, reducing the cost of realigning space to support ever-evolving business activities, and offering customers an even greater return on their investment. Unlike conventional spaces, Organic Workspaces are designed to embrace change, ensuring that your physical space, technology, and processes remain in alignment with your organizational and cultural goals.

End of Life Management.

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).

Haworth has a Seating Take-Back Program, which is offered on Zody and Very, two of the company's best-selling chairs in its task seating line. This program was established so that at the end of a Zody or Very chair's useful life, customers can simply ship it back to Haworth (customers cover the cost of return shipping). Depending on the model and options, we will be able to recycle up to 98% of the chair. Although we do not have a formal program in place to return other Haworth product, Haworth and our dealer partners are experienced in helping customers develop a comprehensive exit strategy for the removal of unwanted/outdated existing furniture. Aligned with our zero waste to landfill philosophy, we partner with several companies to find a second life for products - often through remanufacturing or charitable donations - with recycling considered as a last resort. Final solutions are typically a combination of all options, depending on the age, type, and marketability of existing furnishings. Further, if customers are replacing existing Haworth product with new Haworth product, we will work with your organization to develop a disposition program and assign a value to existing furniture that can be applied to new purchases. These options may also include discussion around the transportation costs of returning existing Haworth furniture.



SECTION 8 OMNIA Partners Requirements

- L. Response for National Cooperative Contract (Exhibit A)
- M. Administrative Agreement, Example (Exhibit B)
- N. Federal Funds Certifications (Exhibit F)
- O. Ownership Disclosure Form (Exhibit G Doc 1)
- P. Non-Collusion Affidavit (Exhibit G Doc 2)
- Q. Affirmative Action Affidavit (Exhibit G Doc 3)
- R. Political Contribution Disclosure Form (Exhibit G Doc 4)
- S. Stockholder Disclosure Certification (Exhibit G Doc 5)
- T. Certification of Non-Involvement in Prohibited Activities in Iran (Exhibit G Doc 6)
- U. New Jersey Business Registration Certificate (Exhibit G Doc 7)



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Haworth acknowledges that it has read, reviewed, and agrees to comply with direction set forth in Sections 1.0 and 2.0, unless otherwise noted by an exception.

SECTION 3.0 COMPANY RESPONSE

3.1 Company

A. Brief history and description of Company.

Haworth has been in business for more than 70 years. Driven by a dream to start his own business, G.W. Haworth, a high school industrial arts teacher, founded the company in 1948 under the name of Modern Products and operated it initially out of his family's garage. In 1954, in response to a customer request, the company's focus shifted toward office environments and changed its name to Modern Partitions. The company took its current name in 1976, when G.W.'s son, Dick, took over as the company's President and CEO. Still family-owned and privately held, Haworth operates in 120 countries, through 47 sales showrooms globally. With more than \$2 billion in sales, the company is financially strong, currently employing more than 7,000 people worldwide (nearly 4,000 people in the United States alone). Our customer base includes thousands of businesses and organizations in diverse industries including Fortune 1000 companies, government entities, healthcare and education facilities, commercial businesses, and non-profit organizations.

Haworth Milestones:

- 1948 G.W. Haworth establishes Modern Products
- 1954 Modern Products begins focusing on production of modular office partitions
- 1976 Development of the first pre-wired panel; company changes name to Haworth, Inc.
- 1995 Haworth's Ideation Group is formed, applying user-based research to develop products.
- 1997 Manufacturing expands with production in Shanghai; over 10 years, Haworth acquires 25 companies in Europe, North America, and Asia.
- 2004 Haworth's Organic Workspace strategy launches
- 2008 Grand opening of renovated LEED-NC Gold Corporate Headquarters in Holland, Michigan
- 2009 Zero-waste-to-landfill status in all North American manufacturing facilities
- 2010 Haworth Collection launched, broadening company's design perspective
- 2011 Haworth Health (HH) launched after acquisition of Legacy Furniture Group
- 2012 All manufacturing facilities globally are landfill free
- 2013 Company adds technology tools with acquisition of Bluescape®
- 2014 Haworth acquires the Poltrona Frau Group, including design brands Cappellini, Cassina, and Poltrona Frau, creating the Lifestyle Designs business segment
- 2016 Haworth acquires Janus et Cie, adding premium contemporary outdoor furniture to its portfolio
- 2018 To expand offerings within Lifestyle Designs, Haworth acquires BuzziSpace, adding original acoustic solutions, lighting, and furnishings



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

B. Total number and location of sales persons employed by Company.

In North America, Haworth has approximately 280 people employed in field sales, who are supported by numerous individuals in other departments throughout the company. Field sales members are located strategically throughout the US and Canada and provide coverage to all fifty states, US territories, and outlying areas.

C. Number and location of support centers (if applicable) and location of corporate office.

Haworth's corporate headquarters is in Holland, Michigan. In addition to manufacturing facilities, the Holland facility also functions as a showroom, and provides office space to numerous teams including sales support, marketing, design, finance, research and development, training, HR, and IT. Additional sales support is provided out of our showrooms. Current US showroom locations:

Eastern Region

Atlanta, Georgia
Boston, Massachusetts
New York, New York
Philadelphia, Pennsylvania
Washington, DC

Central Region

Chicago, Illinois
Dallas, Texas

West Region

Denver, Colorado
Houston, Texas
Los Angeles, California
San Francisco, California
Seattle, Washington

D. Annual sales for the three previous fiscal years.

Global sales for 2018 were \$2.14 billion, up from 2.04 billion in 2017, and \$1.93 billion in 2016.

E. Submit FEIN and Dunn & Bradstreet report.

Haworth's Federal ID number is 38-6053093. Haworth's Dun & Bradstreet number is 07-259-5457, and our D&B rating is 5A2 (5A1 is the highest rating given). Our contract with Dun & Bradstreet prohibits us from furnishing our own D&B report to customers, but we encourage you to acquire a copy of our report directly from Dun & Bradstreet.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

F. Describe any green or environmental initiatives or policies.

Haworth is an industry leader in sustainable practices. Caring for our environment has been a long held, company-wide value, and we are committed to constantly evaluating and improving our production processes and our products, from concept through end of life. Haworth was among the first in our industry to achieve ISO 14001 certification, and we currently maintain it in our owned manufacturing facilities worldwide. Since 2005, through our Environmental Management System (EMS) we have reduced our VOC emissions by 92%, GHG emissions by 20%, and energy use by almost 30%. We were also the first office furniture manufacturer to achieve Zero-Waste-to-Landfill status in all of our global manufacturing facilities. Since the inception of this initiative in 2009, we've successfully diverted 100% of our waste streams from landfill disposal. Haworth is now proactively targeting the reduction of material sent for Waste to Energy treatment. To date, less than 2% of our annual waste generated goes to waste to energy treatment.

Haworth's manufacturing facilities recycle water in wash lines, and the 45,000-sf roof on Haworth's corporate headquarters building is planted with flowering sedum to create a greenroof that provides more efficient heating and cooling of the building, reduces storm water runoff and CO₂ in the atmosphere, and increases biodiversity. We have also implemented sustainable practices into our transportation practices, including the use of SmartWay certified trucks, utilizing rail services, and combining shipments on one truck with multiple scheduled stops.

We are committed to providing our customers with products that support safe and healthy environments. Our products are composed of high-recycled content, have high recyclability at end of life, and more than 95% of our products are GREENGUARD Indoor Air Quality and/or BIFMA level certified for lower emissions. Most of our wood products are offered as FSC certified. With only a few exceptions, most Haworth product is manufactured locally for the market it serves - in the US for customers in North America, in Europe for European customers, and in Asia and India for the Asian Pacific market - resulting in lower fuel emissions and a reduced carbon footprint. We develop products that encompass Design for the Environment (DfE) strategies and create designs that integrate within and across product lines. This Integrated Palette™ approach results in interiors that are exceptionally well-suited to adapt as organizations evolve. Extending the life cycle of the workspace in this way not only creates a more sustainable environment for our customers, but also makes an enormous impact on their return on investment.

We actively prohibit materials of concern, including PVC, from new product offerings. Haworth has proactively identified 56 chemicals of concern in materials we source and has targeted them for removal from our standard product lines. These include chemicals commonly used in our industry such as PVC, benzidine dyes, ozone depleters, hexavalent chromium, and PBDE flame retardants. We have already made great strides in these reductions, and our standard product lines are nearly 100% free of these materials. Haworth is dedicated to continuously seeking



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

F. Describe any green or environmental initiatives or policies. (continued)

greener, healthier material choices as new safer alternatives become technically and commercially available, and to being transparent about our progress in removing these chemicals from our product lines.

We help support the communities in which we do business by sourcing locally whenever possible which often results in reduced costs as well as a reduction of our carbon footprint. Environmental stewardship projects are numerous. Haworth also continues to support the 10 principles of the UN Global Compact with respect to Human Rights, Labor Rights, Anti-Corruption, and Environmental Protections.

Haworth publishes an annual Corporate Responsibility Report (formerly known as the Sustainability Report). For additional in-depth information on our sustainable policies and programs, as well as our commitment to social and ecological principles, the most recent report may be viewed on our corporate website at <http://www.haworth.com/company-info/sustainability>.

G. Describe any diversity programs or partners Company does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Haworth has an annual goal of ensuring that a minimum of 10% of dollars spent are with diverse-owned suppliers, and we track these figures monthly. For the past three years, we have averaged about 14% Tier 1 and Tier 2 diversity spend each year. Haworth does not participate in a diversity program that would impact customer pricing.

H. Describe any historically underutilized business certifications Company holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

While Haworth is not a minority business, we can help our customers achieve their diverse spending objectives in two ways. We sell and distribute our product through a robust network of certified dealers, many of which represent historically underutilized businesses and fall under MWVBE classifications including SBE, MBE, WBE, VBE, and SDVOSB. These dealers can directly invoice for all Haworth products, installation and services, thus reporting at Level 1 tier. Because Haworth and our network of Haworth dealers are nationwide, we can meet requirements for local purchasing preferences throughout the country, and we are committed to continuing to identify, develop, and work with diverse dealerships.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

I. Describe how Company differentiates itself from its competitors.

There are three key aspects that set us apart from our competitors. The first is Organic Workspace,[®] our process for creating inspiring spaces and our perspective of workplace design. Organic Workspace enhances the effectiveness of people and the efficiency of real estate. A key component of this is our design point of view, we refer to as Performance + Desire, which encompasses elements of empathy, beauty, simplicity, performance, balance, and craft. This viewpoint led to the development of Haworth's Integrated Palette[™] and a holistic portfolio of products (including systems, storage, tables, desking, and walls) that helps customers embrace change. Many of our product lines are designed to integrate not only on fabrics and finishes, but also on other factors (such as interconnectivity and scale), so that no matter how many times product is reconfigured, reused, or moved, the workspace will maintain a clean and cohesive appearance. Pieces can be moved, swapped, and rearranged, allowing customers to focus on a design that works for today, with the assurance that changes for future needs and evolving workstyles will be accomplished with minimal cost and effort. Products that are easily reused, rewired, and repurposed not only ease space reconfigurations by broadened application possibilities, but also retain their value, ultimately resulting in more sustainable spaces.

We are also the most global company in our industry. We manufacture product in the communities we serve, providing us with the ability to absorb knowledge, design acumen, and cultural diversity throughout a broad geographic range, which ultimately leads to even greater ability to serve our customers. We serve markets in more than 120 countries and employ more than 7000 people, nearly half of whom live outside of the United States. We operate 17 wholly-owned manufacturing facilities in 8 countries throughout North America, Asia, and Europe, and are the only global company whose owned manufacturing facilities are all Zero Waste to Landfill and ISO-certified, enabling greater control over quality.

Finally, among the major manufacturers in the contract furniture industry, only Haworth is still privately-owned. This autonomy frees us from the constraints of a corporate board and makes us accountable only to our customers and employees. Our customers benefit by our ability to implement rapid change if needed or flex our workforce according to customer demand. We also have greater capacity to make long-term investments to find new ways to solve for the needs of customers - now and in the future.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

J. Describe any present or past litigation, bankruptcy or reorganization involving Company.

Haworth is a large international company that is active all over the world and has commercial relationships with many organizations, including end-user customers, dealers, suppliers, governments, and competitors. Claims arise for a variety of reasons, including waste claims, product liability claims, contract disputes, dealer termination, supplier disputes, collection matters, and intellectual property disputes such as patent and/or trademark infringement. A review of all active claims indicate that these disputes have arisen in the ordinary course of business, will be resolved in the ordinary course and, in the judgment of Haworth's management, will have no material financial or operational impact on the company's ability to effectively service its customers.

K. Felony Conviction Notice: Indicate if the Company

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Haworth is a privately-held corporation and 100% family-owned. The company is not owned or operated by any individuals who have been convicted of a felony.

L. Describe any debarment or suspension actions taken against Company.

There have been no debarment or suspension actions taken against Haworth.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

3.2 Distribution, Logistics

A. Describe the full line of Products and Services offered by Company.

Haworth's breadth of product is wide and allows us to furnish virtually every space within a facility, including outdoor areas. Our product portfolio includes seating (task, executive, conference, visitor, side, lounge), storage, desks and tables, systems, lighting, accessories, integrated technology, ancillary furniture, and architectural moveable wall systems.

Services are provided through our network of locally owned and operated dealers, and we strategically partner with them by providing corporate oversight and managing contracts. All Haworth dealers offer interior design and installation services, and all are skilled in the following areas:

Design/Space Planning

Programming

Providing finishes, materials, and other product samples for evaluation as requested

Preliminary space planning; developing detailed specification for workspace furniture for all approvals and order entry; reviewing and revising as necessary

Order Entry

Placing orders electronically

Tracking orders

Providing status reports

Confirming ship dates

Confirming product status

Confirming install dates

Pre-Install

Field verification of critical dimensions

Submitting installation plans for all floors

Requesting written client sign-off prior to order placement

Site preparation, including sending out certificate of insurance, reserving elevators, protecting existing walls, furniture, and decorated surfaces, etc.

Delivery and Installation

Receiving and inspecting all products as they are unloaded

Reporting and addressing any delays, damages, or shortage immediately

Providing daily progress reports to entire project team

Overseeing and ensuring a thorough and complete installation of all products

Cleaning, testing, and inspecting all product as assembled



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

3.2 Distribution, Logistics

A. Describe the full line of Products and Services offered by Company. (continued)

Post-Install

- Creating a punch list and resolving all deficiencies within agreed-upon time frame
- Signing off on any punch items
- Ordering warranty items, if needed; scheduling and completing service in a timely manner
- Conducting final walk-through and sign off
- Providing orientation/maintenance training and documentation for all product
- Providing ongoing maintenance and continued service of purchased product
- Providing ongoing updates on product enhancements and new offerings

Value Add Services:

Haworth offers a range of value-add services that allows customers to benefit facility and management expertise without having to divert focus from their own core competencies. This support can come directly from Haworth or through one of our strategic partners, including our dealers. Although many of these services are typically fee based, all can be negotiated based on project volume and contract scope. Others are included with the overall relationship.

Programs for Supporting Facilities Operations

- Refurbishment/Decommissioning
- Maintenance
- Assessing Facilities Performance
- Planning Facilities Strategies

Comprehensive Facility Management Solutions

- Assessing Facilities Performance
- Planning Facilities Strategies
- Managing Facilities Processes
- Supporting Facilities

Programs for Assessing Facilities Performance

- Work Process Analysis
- Alternative Office Needs Assessment
- Ergonomic Audit
- Environmental Audit



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

B. Describe how Company proposes to distribute the Products/Services nationwide. Include any states where Products and Services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Haworth products go to market via our national dealer network which provides local services to customers throughout the United States. With dealerships located in all states but Delaware, Maine, and Wyoming, Haworth provides products and services through its network of nearly 300 authorized and preferred dealers across the country. In North America, Haworth has established agreements (that are reviewed and negotiated annually) for transportation and delivery of Haworth product. Product delivery is coordinated by individual local dealers serving each Public Agency, and delivery is tracked by Haworth's customer service team. Haworth also provides products and services to all US Territories and Outlying Areas and the process for distribution is the same as it is for the Continental US.

C. Identify all other companies that will be involved in processing, handling or shipping the Products/Services to the end user.

All processing and handling from the point of placing the order to loading product onto containers is done by either Haworth or the local dealership serving the particular Public Agency. The transportation of all Haworth products to dealer warehouses or direct to end users is handled via a network of contracted asset-based carriers across parcel, less-than-truckload, full truckload, and intermodal. To ensure product consistently reaches its destination on time and undamaged our Logistics team continuously evaluates transportation practices and monitors carrier performance to provide outstanding results. Although we do not publicly release the names of individual carrier companies, each servicing dealer has full access to transportation data and will track the status of shipments and report back to the Public Agency as required.

D. Provide the number, size and location of Company's distribution facilities, warehouses and retail network as applicable.

In North America, all Haworth product is shipped from our 360,000 sq. ft. Distribution Center at Haworth's headquarters in Holland, Michigan. Haworth is a Just-in-Time manufacturer, meaning all products are manufactured to customer orders. As we do not stock product or otherwise keep inventory on hand, the need for addition warehouse space is negligible, however, all of our Preferred dealers have access to warehouse spaces, either owned or contracted, and can provide warehouse services for customers across the country, if requested. Haworth does not operate any retail spaces; all products are sold and distributed through its dealer network.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Company's primary go to market strategy for Public Agencies to Company's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- ii. Training and education of Company's national sales force with participation from the Company's executive leadership, along with the OMNIA Partners team within first 90 days.

Haworth's executive leadership team will announce this award through various Haworth communication channels within the first ten days of award. Communication channels include Dealer Connect (a monthly video presentation sent to Haworth's 300-plus dealer network), various Haworth-specific Yammer groups (Haworth's internal social media vehicle), and direct emails to Haworth's nationwide sales management network. The award and company strategy in serving OMNIA Partners, will also be announced at various internal management meetings. Haworth's regional field sales personnel will call on public agencies on regular intervals to provide program overviews and updates.

Tony Mayone, Haworth's Vice President, North American Business, is the executive sponsor of this contract, and has worked directly with Tim Hodges, the Sales and Marketing Program Manager dedicated to this contract, to develop training that enables our dealers to best serve the various agencies under the Master Agreement. Future training will be developed in collaboration with OMNIA Partners. In anticipation of transitioning service to OMNIA Partners, training to Haworth's dealer network that previously serviced US Communities customers has already begun. Ongoing training will occur at dealer physical locations and through WebEx teleconference meetings and includes explanation of the transition process from current Lead Agency Fairfax County to the City of Charlotte as Lead Agency. To date, four nationwide dealer teleconferences have been conducted with over 150 Haworth dealer and Haworth salespeople attending these training events. In addition, numerous dealer training sessions have been conducted at dealer locations throughout the US. Our training strategy will continue if awarded this contract.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Company, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications.
- ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days.
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Company-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Company. In addition, Company commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).
- viii. Dedicated OMNIA Partners internet web-based homepage on Company's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Company;
 - Summary of Products and pricing;
 - Marketing Materials;
 - Electronic link to OMNIA Partners' website including the online registration page; and
 - A dedicated toll-free number and email address for OMNIA Partners.

Tim Hodges, the Sales and Marketing Program Manager for the OMNIA Partners contract, will have primary responsibility for ensuring the promotion of the Master Agreement nationally. He will work closely with other departments at Haworth (Marketing, Public Relations, Field Sales, Dealer Development) to develop processes and marketing collateral to be made available to both existing Public Agency customers, as well as prospective ones. All marketing and promotion will be conducted within the terms and methods set forth in the RFP.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies...
(continued)

Upon award, Haworth will work with the OMNIA Partners' Cooperative Purchasing Program to develop a co-branded news release. Haworth will release it at a date and time agreed upon by all stakeholders (within the first 10 days of award). The announcement will be sent to various trade publications, posted on the Media Room at Haworth.com, and publicized via internal and external social media channels. Further, Haworth has several intranet website options that provide outstanding communication tools, and the award, along with all required contract details and contact information will be published on those sites on the day of the official contract award.

Conference and trade show attendance and participation will be an important element of managing the project. Tim Hodges attended OMNIA Partners' national conference in July, and he will continue to ensure Haworth is actively participating in future national conferences and regional events, including the NIGP Annual Forum and NPI Conferences. Haworth will be further represented at regional events and trade shows throughout the year by Haworth field sales members and representatives of Haworth's extensive dealer network that service and support local Public Agencies.

Working in close collaboration with OMNIA Partners' marketing department, Haworth will begin development of co-branded marketing material within 2 weeks of contract award, with completion of all collateral within the first 90 days of award notification. Haworth has extensive experience in co-branding marketing materials for contracts, including government contracts. Given the potential sales associated with the City of Charlotte and other OMNIA Partners projects, these co-branded materials will be given high priority for completion and distribution.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

C. Describe how Company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Haworth's transition of existing Public Agency customers' accounts from US Communities to the Master Agreement for OMNIA Partners has already been implemented and was completed in the spring of 2019. Tim Hodges, the Program Manager, is available to respond to any individual questions Public Agencies may have. As a just-in-time manufacturer with extensive manufacturing capacity, the need to prioritize one customer's work against another is eliminated. Due to the anticipated volume of OMNIA Partners sales, however, we have resources in place to ensure OMNIA Partners' Master Agreement is executed with constant attention, and all orders are tracked at every stage from order entry through installation. Haworth will meet all delivery requirements, even for large volume projects occurring simultaneously in multiple locations. Our North American manufacturing plants utilize state of the art technology, and capacity exceeds \$20 million per week. Our dedicated project team will have direct access to corporate specialists to help service and support your project, including product experts, engineers, and customer service representatives. Because we build everything to order (rather than the traditional forecasting and stocking that "fill rate" normally implies), our fill rate requirement is 100%.

D. Acknowledge Company agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Haworth agrees to provide continued use of its logo to OMNIA Partners, within the terms as stated, throughout the term of the contract.

E. Confirm Company will be proactive in direct sales of Company's Products and Services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Company's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency;
- ii. Best government pricing;
- iii. No cost to participate; and
- iv. Non-exclusive contract.

Haworth agrees to continue to proactively support direct sales of its products and follow up on leads per the terms set forth in the RFP.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

F. Confirm Company will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement;
- ii. Working knowledge of the solicitation process;
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners; and
- iv. Knowledge of benefits of the use of cooperative contracts.

Haworth confirms it will provide training to field sales members on the Master Agreement per the terms set forth in the RFP.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support;
- ii. Marketing;
- iii. Sales;
- iv. Sales Support;
- v. Financial Reporting;
- vi. Accounts Payable; and
- vii. Contracts.

Executive Support

Tony Mayone, Vice President N.A. Business Segments – Federal Government, Education, Healthcare
703-863-2520 (cell)

Marketing, Sales, Sales Support

Tim Hodges, Sales and Marketing Program Manager – OMNIA Partners
616-834-1994 (cell)

Financial Reporting, Contracts, Accounts Payable

Dan Vredevoogd, Contract Analyst II
616-879-5828 (cell); 616-393-3812 (desk)



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

H. Describe in detail how Company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Haworth's highest executive overseeing company sales is Todd James, Vice President Global Sales.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Haworth's field sales personnel will call on participating Public Agencies on regular intervals to provide program overviews and updates. They will also reach out to non-participating agencies and provide information on the Master Agreement and the benefits of participation. In addition, Haworth will participate in any conference where sellers can support the value we bring, such as the NIGP Annual Forum, or any other regional seminars or conferences for procurement professionals.

J. Explain in detail how Company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Tim Hodges, (Haworth's dedicated Sales and Marketing Program Manager for the OMNIA Partners account) has nearly two decades of project management experience, more than five of which have been managing large accounts at Haworth, including US Communities. OMNIA Partners will benefit from our long-term experience (18+ years) working with the US Communities account as there is an existing substructure in place to manage the Master Agreement. Although it will be modified to meet the specific needs and requirements of OMNIA Partners, there is already a process in place to coordinate marketing and sales efforts. Tim works alongside a team of other Haworth professionals who assist in marketing, administer the contract, set up new participating public agencies, and report monthly to OMNIA Partners. He will continue to provide ongoing dealer training (either live or via teleconference communication tools) to ensure the entire team is well-positioned to implement the contract to its fullest potential.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

K. State the amount of Company's Public Agency sales for the previous fiscal year. Provide a list of Company's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Sales with US Communities agencies in 2018 were \$56.7 million. Top 10 customers and their total purchases that year:

City of Long Beach (CA)	\$3,412,843
County of Riverside (CA)	\$2,508,382
Tulare County Purchasing (CA)	\$1,691,322
County of Los Angeles (CA)	\$1,650,658
University of Southern California (CA)	\$1,271,159
Clark County Real Property Management (NV)	\$1,122,810
Stanislaus County (CA)	\$ 947,819
Foundation for Cal Community College (CA)	\$ 908,224
Palomar Community College (CA)	\$ 842,864
City of Durham Police HQ (NC)	\$ 817,006

L. Describe Company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Customer orders are validated in Lynx, Haworth's proprietary web-based order system. This SAP based e-procurement tool has the ability to interface with many different procurement systems used by our clients, including Ariba, Coupa, and others. Lynx communicates with dealers throughout every aspect of the order, enhancing transparency to our customers. Dealers have visibility when orders are acknowledged, so they can see delivery dates, review reports, track shipments, see carrier information, and obtain Bill of Lading. Billing is based on contractual discounts, and invoicing is generated systematically, ensuring 100% accuracy. Haworth invoices upon shipment. Electronic, emailed, or faxed invoices are linked the Bill of Lading and are sent the morning after orders have shipped.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$___n/a___00 in year one
\$___n/a___00 in year two
\$___n/a___00 in year three

To the extent Company guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.



SECTION 8 - EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Company may respond with lower pricing through the Master Agreement. If Company is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Company's strategies under these options when responding to a solicitation.

Haworth acknowledges compliance with the above-stated options in cases where Public Agencies may submit their own solicitations.

Section 8

OMNIA Partners Requirements – Exhibit A

OMNIA PARTNERS EXHIBITS

EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Charlotte (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Furniture, Installation and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Company resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Company and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Company and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Company for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Companies based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Companies on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

Section 8

OMNIA Partners Requirements – Exhibit A

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Company pursuant to this section that directly promotes the Company's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Company to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Company to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Company teams

The OMNIA Partners contracting teams will work in conjunction with Company to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Company teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Companies are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Company will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$300M annually. While no minimum volume is guaranteed to Company, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Company and OMNIA Partners.

Section 8

OMNIA Partners Requirements – Exhibit A

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Companies are awarded by Principal Procurement Agency under the Master Agreement, those same Companies will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Company, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Company to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Company to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Company (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Company may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Company is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Company's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Company and Public Agencies through a single solicitation process that will reduce the Company's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

Section 8

OMNIA Partners Requirements – Exhibit A

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Company entering into the Master Agreement, which would be available to all Public Agencies, Company must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Company.

2.1 Corporate Commitment

Company commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Company's executive management, (2) the Master Agreement is Company's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Company will transition existing customers, upon their request, to the Master Agreement, and (4) that the Company has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Company will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Company commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Company will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Company commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Company commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Company also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Company were not awarded the Master Agreement.

3.0 COMPANY RESPONSE

Company must supply the following information in order for the Principal Procurement Agency to determine Company's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Company.
- B. Total number and location of sales persons employed by Company.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners Company does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

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OMNIA Partners Requirements – Exhibit A

- H. Describe any historically underutilized business certifications Company holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how Company differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving Company.
- K. Felony Conviction Notice: Indicate if the Company
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against Company.

3.2 Distribution, Logistics

- A. Describe the full line of Products and Services offered by Company.
- B. Describe how Company proposes to distribute the Products/Services nationwide. Include any states where Products and Services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the Products/Services to the end user.
- D. Provide the number, size and location of Company's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Company's primary go to market strategy for Public Agencies to Company's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
 - ii. Training and education of Company's national sales force with participation from the Company's executive leadership, along with the OMNIA Partners team within first 90 days.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Company, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications.
 - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days.
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Company-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Company. In addition, Company commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

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OMNIA Partners Requirements – Exhibit A

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).
- viii. Dedicated OMNIA Partners internet web-based homepage on Company's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Company;
 - Summary of Products and pricing;
 - Marketing Materials;
 - Electronic link to OMNIA Partners' website including the online registration page; and
 - A dedicated toll-free number and email address for OMNIA Partners.
- C. Describe how Company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Company agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Company will be proactive in direct sales of Company's Products and Services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Company's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency;
 - ii. Best government pricing;
 - iii. No cost to participate; and
 - iv. Non-exclusive contract.
- F. Confirm Company will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement;
 - ii. Working knowledge of the solicitation process;
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners; and
 - iv. Knowledge of benefits of the use of cooperative contracts.
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support;
 - ii. Marketing;
 - iii. Sales;
 - iv. Sales Support;
 - v. Financial Reporting;
 - vi. Accounts Payable; and
 - vii. Contracts.
- H. Describe in detail how Company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales

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OMNIA Partners Requirements – Exhibit A

efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- K. State the amount of Company's Public Agency sales for the previous fiscal year. Provide a list of Company's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ N/A .00 in year one
\$ N/A .00 in year two
\$ N/A .00 in year three

To the extent Company guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Company may respond with lower pricing through the Master Agreement. If Company is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Company's strategies under these options when responding to a solicitation.

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OMNIA Partners Requirements - Exhibit

OMNIA PARTNERS EXHIBITS EXHIBIT B - ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA

PARTNERS

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____, 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____ Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

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OMNIA Partners Requirements - Exhibit

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NEITHER OMNIA PARTNERS, PUBLIC SECTOR NOR SUPPLIER SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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OMNIA Partners Requirements - Exhibit

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of ~~three-two~~ percent (32%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Commented [JL1]: Based upon prior agreement with US Communities being 2%, Haworth believes 2% is competitive. Haworth remains open to discussing the fee upon award.

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OMNIA Partners Requirements - Exhibit

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector' costs and expenses related to such audit, but only if such audit revealed an underpayment of Administrative Fees exceeding \$25,000.00.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether

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OMNIA Partners Requirements - Exhibit

by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

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OMNIA Partners Requirements - Exhibit

[INSERT SUPPLIER ENTITY NAME]

OMNIA PARTNERS, PUBLIC SECTOR

Signature

Signature

Sarah Vavra

Name

Name

Sr. Vice President, Public Sector

Contracting

Title

Title

Date

Date

SAMPLE

OMNIA Partners Requirements - Exhibit F**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS****FEDERAL CERTIFICATIONS****ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

OMNIA Partners Requirements - Exhibit F

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES MOC Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance 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, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MOC Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MOC Initials of Authorized Representative of offeror

OMNIA Partners Requirements - Exhibit F

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties 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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

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

Section 8

OMNIA Partners Requirements - Exhibit F

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MSC Initials of Authorized Representative of offeror

Section 8

OMNIA Partners Requirements - Exhibit F

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must 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..

Does Vendor agree? YES MJC Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MJC Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES MJC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MJC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Haworth, Inc.

Address, City, State, and Zip Code:

One Haworth Center, Holland MI 49423

Phone Number: 616-393-3000

Fax Number: N/A

Printed Name and Title of Authorized Representative: Matthew Corl - Manager Business Segments

Email Address: corl.matt@haworth.com

Signature of Authorized Representative:

[Signature]

Date: 7-29-19

OMNIA Partners Requirements - Exhibit G

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Haworth, Inc.Street: One Haworth CenterCity, State, Zip Code: Holland, MI 49423**Complete as appropriate:**

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Matthew Corl, an authorized representative of Haworth, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Matthew Haworth	6446 Oakridge Holland, MI 49423	>10%
Richard Haworth	P.O. Box 245 Saugatuck, MI 49453	>10%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7-30-19
Date

Matthew Corl Mgr. Business Segments
Authorized Signature and Title

OMNIA Partners Requirements - Exhibit G

DOC #2

NON-COLLUSION AFFIDAVITCompany Name: Haworth, IncStreet: One Haworth CenterCity, State, Zip Code: Holland, MI 49423State of MichiganCounty of AlleganI, Matthew Corl of the Holland
Name Cityin the County of Allegan State of Michigan
of full age, being duly sworn according to law on my oath depose and say that:I am the Mgr. Business Segments of the firm of Haworth, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Haworth, Inc
Company Name

Matthew Corl
Authorized Signature & Title
Manager Business Segments

Subscribed and sworn before me

this 30th day of July, 2019Virginia M. Conklin
Notary Public of AlleganMy commission expires 5/3/25

SEAL

VIRGINIA M. CONKLIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES May 3, 2025
ACTING IN COUNTY OF Allegan

OMNIA Partners Requirements - Exhibit G

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Haworth, Inc.
 Street: One Haworth Center
 City, State, Zip Code: Holland, MI 49423

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7-31-19

Date

Mgr. Business Segments
 Authorized Signature and Title

CO= D150944
U= D150944

EQUAL EMPLOYMENT OPPORTUNITY
2018 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. HAWORTH INC
1 HAWORTH CTR

HOLLAND, MI 49423

2. HAWORTH INC
1 HAWORTH CTR

HOLLAND, MI 49423
OTTAWA COUNTY
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:072595457 EIN :386053093

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 337214 Office Furniture (except
Wood) Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			***** MALE *****						***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	10	0	0	0	0	0	1	0	0	0	0	0	11
FIRST/MID OFFICIALS & MGRS	5	6	163	1	0	4	0	2	80	0	1	1	2	0	265
PROFESSIONALS	9	24	403	0	1	14	0	0	275	11	0	9	1	5	752
TECHNICIANS	5	1	101	1	0	2	1	0	27	1	0	0	0	0	139
SALES WORKERS	3	2	47	0	0	1	0	1	89	3	0	3	0	1	150
ADMINISTRATIVE SUPPORT	10	12	113	8	0	1	1	4	141	12	0	12	1	7	322
CRAFT WORKERS	0	0	86	2	0	1	0	2	0	0	0	0	0	0	91
OPERATIVES	54	11	555	79	1	16	4	10	109	32	0	7	0	5	883
LABORERS & HELPERS	26	42	208	45	1	7	1	10	223	59	2	12	1	14	651
SERVICE WORKERS	1	2	10	0	0	0	0	0	5	1	0	0	0	0	19
TOTAL	113	100	1696	136	3	46	7	29	950	119	3	44	5	32	3283
PREVIOUS REPORT TOTAL	108	91	1728	120	5	38	7	27	939	112	2	43	6	20	3246

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/16/2018 THRU 12/29/2018

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: RUBY HAMACHER
EEO-1 REPORT CONTACT PERSON: RUBY HAMACHER
EMAIL: RUBY.HAMACHER@HAWORTH.COM

TITLE: HUMAN RESOURCES SPECIALIST
TITLE: HUMAN RESOURCES SPECIALIST
TELEPHONE NO: 6163933719

CERTIFIED DATE[EST]: 05/28/2019 09:50 AM

Section 8

OMNIA Partners Requirements - Exhibit G

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Section 8

OMNIA Partners Requirements - Exhibit G

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Section 8

OMNIA Partners Requirements - Exhibit G

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA Partners Requirements - Exhibit G

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

Section 8

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993. c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:	Haworth, Inc.		
Address:	One Haworth Center		
City:	Holland	State:	MI Zip: 49423

Signature: Matthew Corl Printed Name: Matthew Corl Title: Mgr. Business Segment

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

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OMNIA Partners Requirements - Exhibit G

☐ DOC #4, continued

**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL
CONTRIBUTION DISCLOSURE
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE
PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

Section 8

OMNIA Partners Requirements - Exhibit G

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

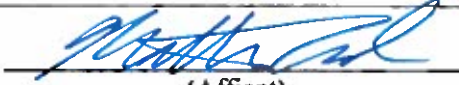
☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

<p>Name: <u>Matthew Haworth</u></p> <p>Home Address: <u>6446 Oakridge</u> <u>Holland, MI 49423</u></p>	<p>Name: <u>Richard Haworth</u></p> <p>Home Address: <u>P.O. Box 245</u> <u>Saugatuck, MI 49453</u></p>
<p>Name:</p> <p>Home Address:</p>	<p>Name:</p> <p>Home Address:</p>
<p>Name:</p> <p>Home Address:</p>	<p>Name:</p> <p>Home Address:</p>

<p>Subscribed and sworn before me this <u>30th</u> day of <u>July</u>, 2019</p> <p>(Notary Public) <u>Virginia M. Conklin</u></p> <p>My Commission expires: <u>5/3/25</u></p>	<p style="text-align: center;"> (Affiant)</p> <p><u>Matthew Corl - Mgr. Business Segments</u> (Print name & title of affiant)</p> <p style="text-align: center;">(Corporate Seal)</p>
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VIRGINIA M. CONKLIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES May 3, 2025
ACTING IN COUNTY OF Allegan

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Matthew Carl

Signature:

Matthew Carl

Title:

Manager Business Segments

Date:

7-30-19

Section 8

OMNIA Partners Requirements - Exhibit G

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njrcg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	HAWORTH, INC.
Trade Name:	
Address:	ONE HAWORTH CENTER HOLLAND, MI 49423-9570
Certificate Number:	0092709
Effective Date:	July 01, 1966
Date of Issuance:	July 30, 2019

For Office Use Only:

20190730161643100



Exceptions to the Remainder of the RFP

Contract Exceptions

OMNIA Partners contract:
Exceptions have been made in Items 7, 12, and 15

City of Charlotte contract:
Exceptions have been made on pages 102 - 126

Sample Project Exceptions

Sample Project A- Conference Room
"Slab legs" were requested, we used standard Planes column base

Sample Project C- Private Office
Credenza was requested at 66"w, ours is 67" to keep as many pieces standard as possible

Sample Project D- 6' x 7' Workstations
Height adjustable table was requested at 30"d x 72"w, our standard is 29"d x 70"w

Sample Project E- Large Collaboration Space
42"H table was requested, our standard is 40" H
Panel base support was requested, we used standard disc base

Sample Project F- Lounge Seating Area
Table was requested 18-19"H, our standard is 20"h

Note regarding submission of required financial information:

As a private company, Haworth does not publicly share its financial information, however, we understand OMNIA Partners' need to verify the financial strength of its business partner, and we will agree to provide all required information, if requested, under a confidentiality agreement which is mutually acceptable to both parties. We would be happy to provide OMNIA Partners with a Letter of Financial Strength, signed by our Vice President of Finance, and remain open to further private discussion in regards to our finances.

Charlotte, NC Agreement - Haworth Comments 8/2/2019

Insert A:

The City shall provide at least ten (10) business days' prior notice of its desire to conduct the inspection. The inspection shall take place at the place or places designated by the Company. The City shall conduct the inspection in a manner that does not unreasonably disrupt the Company's normal business operations. The City may exercise this right of inspection not more than once during any 12-month period.

Insert B:

With respect to any claim, demand, lawsuit, action or proceeding as to which an Indemnitee intends to seek indemnification and defense (each, an "Action"), the Indemnitee must, as conditions to the indemnity and defense obligations herein, (a) promptly provide the Company with written notice of the Action and tender to the Company the right to exclusively control the defense (including settlement) of the Action, (b) fully cooperate in the defense of the Action as requested by the Company and its counsel, and (c) not settle or compromise any part of the Action without the Company's express written consent. Once the Company has assumed defense of the Action, the Company will not be liable for any attorney or other professional fees or expenses incurred by Indemnitee.

Notwithstanding any other provision of this Contract, any Exhibit or any related agreements or understandings, in no event shall the Company have any indemnity or defense obligation for Charges or any other amounts (a) that include, consist of, or are determined in reference to indirect, punitive, exemplary, incidental, liquidated, special, or consequential damages, or lost profits, lost revenues, loss of use, loss of reputation, or loss of goodwill, or (b) for which a claim for indemnification or defense is made after the time that the aggregate amount of Charges for which the Company is liable equals or exceeds the total amount of compensation received by The Company for all Services and any products and services sold and/or provided to the City up to the date of the claim. Any demand for indemnification or defense of an Action must be presented to the Company in writing with reasonable detail the earlier of (i) one (1) year after the date on which the Indemnitee knows or has reason to know of the event on which the demand is based, (ii) three (3) years after the date of occurrence of the event on which the demand is based, or (iii) the expiration of any statute of limitation applicable to the right to such indemnification.

SAMPLE CONTRACT.

As used in this Section of the RFP, the term "Contract" shall refer to the agreement entered into between the City and the Company, and the term "Company" shall refer to the vendor that has been awarded a contract.

**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 _____, 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 ("Services"), and the Company desires to provide such 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.

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 COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICE SCHEDULE

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

Section 9

Sample Contract

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 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.** Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

for services which were not performed.

Section 9 Sample 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.
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 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 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 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 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

promptly

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. 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 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 Professional 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 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 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 Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 15.1.4. Neither the Services nor any Deliverables provided by the Company under this Contract will infringe ~~or misappropriate~~ ^{U.S. - registered} any patent, copyright, trademark or ~~trade secret~~ ^{or} 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 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 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 Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and *reasonably*

Charge to the Company
b. ~~Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the 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 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) additional 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 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 number of hours of Services rendered through the termination date and the percentage of completion of each task.

Section 9

Sample Contract

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 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 completion date set forth in this Contract;
- 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

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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.

and pay
19. **TRANSITION 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 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 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 Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the 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 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 Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

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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~~ ^{Company} 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~~ ^{City} hereby assigns and transfers all rights in the Intellectual Property to the ~~City~~ ^{Company}. The ~~Company~~ ^{City} further agrees to execute and deliver such assignments and other documents as the ~~City~~ ^{Company} may later require to perfect, maintain and enforce the ~~City's~~ ^{Company's} rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The ~~Company~~ ^{City} hereby appoints the ~~City~~ ^{Company} as attorney in fact to execute all such assignments and instruments and agree that its appointment of the ~~City~~ ^{Company} as an attorney in fact is coupled with an interest and is irrevocable.

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

21.3. The ~~Company~~ ^{parties} 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. Subject to the limitations, exclusions, and conditions in this Contract or,

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~~ ^{arising from the} 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~~ ^{of a third party}; (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. ^{any exhibit} ^{U.S.-registered} ^{by the Company}

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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, ~~finos, penalties~~, royalties, interest charges and other liabilities (including settlement amounts).

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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~~ the amount amount paid by the City to the Company for the affected product or service.

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.**

Note: Delete if parties have signed a separate NDA

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*

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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

shall promptly inform the City so the City may

promptly inform the City

~~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 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 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 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

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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 ^{two} 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, ^{and} 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:
	Kay Elmore
	City of Charlotte
	City Procurement
	600 East Fourth Street, 9 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-2524
Fax:	Fax: 704-632-8252
E-mail:	E-mail: kelnmore@charlottenc.gov

With Copy To:	With Copy To:
	Adam Jones
	City of Charlotte
	City Attorney's Office
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-3012
E-mail:	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.

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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. ~~NOT~~ 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, liquidated, punitive, or exemplary 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.

~~20.6.4. 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]

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Sample Contract

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.

[INSERT COMPANY NAME]

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A – PRICING SHEET

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT B – SCOPE OF SERVICES

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT C – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the _____ [EXACT CAPTION OF CONTRACT] (the "Contract") between the City of Charlotte and [COMPANY NAME] (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 [EXHIBIT LETTER].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.

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- 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 [EXHIBIT LETTER].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. **Remedies.** *(after providing the Company with notice of and opportunity to cure such failure,*
- 11.1 **RIGHT TO COVER.**
- If the Company fails to meet ~~any~~ completion date or resolution time set forth in this Contract (including the Exhibits), 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 Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and *reasonably*
- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services ~~from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.~~
- Charge to the Company*

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11.2 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.

11.3 SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the 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 the Contract.

11.4 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.

11.5 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.

12. Termination for Convenience and for Cause.

12.1 TERMINATION FOR CONVENIENCE.

The City may terminate the 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, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.

12.2 TERMINATION FOR DEFAULT BY EITHER PARTY.

By giving written notice to the other party, either party may terminate the 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 the Contract, provided that, unless otherwise stated in the 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 the 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 the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

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13. Indemnification.

13.1 INDEMNIFICATION.

Subject to the limitations, exclusions, and conditions set forth in this Contract or any ~~Exhibit~~ exhibit,

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: (a) the term "Indemnitees" means 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 (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, ~~finer, penalties~~, royalties, interest charges and other liabilities (including settlement amounts).

arising from the
or
arising from the Company's failure to properly pay

U.S. - registered third-party

INSERT B

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





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