



August 21, 2019

Yvonne Macon
MRO Commodity Manager
University of California Office of the President

Subject: UC RFP- Office Furniture and Related Services- UC Systemwide - Request for Proposal #001218

Dear Ms. Macon,

Herman Miller is pleased to submit this response to the University of California and OMNIA Partners RFP for office furniture and related services. We understand that this RFP is for a UC systemwide pricing agreement and is also on behalf of OMNIA Partners and other government agencies and non-profits. Our comprehensive and competitive response follows, and we feel our response covers all the requirements of the RFP.

Why partner with us?

Expertise:

Our team has a track record of performing successfully for the Education, Healthcare and Government sectors for over 40 years. Our approach is a cohesive strategy that is integrated and supported by all facets of our leadership and knowledge experts within our organization. This response and implementation of the contract will be led by Greg Cass leading the National program and Alice Park leading the UC program. Our combined experience in leadership and familiarity with the UCOP will be leveraged to provide smooth facilitation. Your end users and our dealer partners will have subject matter experts with education, healthcare and government specialties alongside to ensure successful results whether working on one of your ten campuses, five medical centers, headquarter office, or national laboratories.

Service Model:

Our diverse dealer network is a key component of our approach. They are our local link to deliver consistent service across the UC system and to OMNIA partners nationally. We count on them to implement successful projects and take care of day to day service requirements. We measure and monitor customer satisfaction of our certified dealers - last year the satisfaction index was 99.5 percent. Our dealers are reliable.

**Breadth of Product:**

Herman Miller has the broadest portfolio in the industry. Our family of brands includes Herman Miller, Colebrook Bosson Saunders, Design Within Reach, Geiger, HAY, Maharam, Maars Living Walls, naughtone, and Nemschoff, giving us the capability to curate from vast options for your end users. Our breadth of product enables us to furnish the entire landscape of a UC location including student spaces, faculty spaces, libraries, administrative spaces, residence halls, and medical center including clinical solutions. We are committed to providing the right product for the application for the right price every time.

Sustainability:

As we have come to know the UC through the RFI and RFP process we understand the commitment you have to sustainability. This is one of the areas we are most excited about – on a corporate level we have always embraced the challenge to do more to continue our legacy of being a “good steward of the environment” which began back in 1953. Sustainability is also a personal commitment. Through my involvement with CHESC, I understand the cumulative impact of individuals and commit to making all campus and location visits by public transit, zero emission vehicle, or carpool as a small contribution for the cumulative good. Together, the UC and Herman Miller will make a bigger difference.

We look forward to the possibility of further discussing our proposal at the mock up and interview portion of the evaluation.

For any questions regarding this response, please contact:

Alice Park
925.588.4829
alice_park@hermanmiller.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Alice Park'.

Alice Park
Education Consultant

A handwritten signature in black ink, appearing to read 'Greg Cass'.

Greg Cass
National Account Manager

Omnia/ UCOP Exceptions

RFP Document

- **Attachment 2, Pricing** - Please see exceptions noted on National Disc Service Pricing and UC Discount Service Pricing tabs including tiers, service definitions, additional charges, and other clarifications.
- **Page 11, Pricing and Incentives** - The note included under Item 0 of the RFP, states that UC shall benefit from any lower price offered to other universities, hospitals, government agencies or entities where the economic and service requirements are similar, shall be replaced with:

Subject to applicable law, Supplier acknowledges and agrees that its most favorable overall pricing and value shall be offered to the UC as compared to similar entities with like economic, service and purchase commitments excluding offers to federal government.
- **Page 11, Pricing and Incentives**, Rebate Item 0, #4 of the RFP, as confirmed thru the UC response to questions, shall be revised to state the amount of quarterly rebate provided to each UC location will be calculated based on the total of product **and service** billed and paid for each location.
- **Page 11 of the RFP, Section 0, number 4, Earned Incentives, and Exhibit 6 - Reporting** indicates payments and reports shall be by UC location. To facilitate this process, Herman Miller requests that each UC location has a specific Omnia identification number and is available on their member listing, to enable this process.
- **Page 13, Section U- Liquidated Damages**, and again on page 16 Ecommerce, Invoicing, and Settlement liquidated damages are included. Herman Miller has exceptions to this language and proposes to work with the UC to establish mutually agreeable terms related to these sections.
- **Page 16, Ecommerce, Invoicing, and Settlement and sample agreement-purchasing document** Payment Terms are Net 30 or as negotiated with the local authorized Herman Miller dealer.
- **Page 26 Packaging Foam Ban (Exhibit 4 – UC Sustainability Policy and Requirements)** - Herman Miller currently uses expanded polystyrene (EPS) and will not be able to eliminate all foam by 2020. We are actively trying to find more sustainable alternatives and have had some success. We can partner with the UC to find an acceptable solution.
- **Page 33, Exhibit 6, UC Reporting** requirements, Herman Miller will provide quarterly usage reports within 45 days from the close of the previous quarter. In addition, certain reporting fields required are not currently available through our reporting tools. Herman Miller will work with UC on a mutually agreed upon reporting format.
- **Page 33-34 Exhibit 6, UC Sustainability Report-** Fractional units are not available for workstation components (We can provide the base product and the description). In addition, certain

sustainability information is not currently available through our reporting tools. Herman Miller will work with UC on a mutually agreed upon reporting format.

Terms and Conditions of Purchase

- See document for specific areas that have been redlined to provide alternate language.
- Article 6 Warranties, Letter D, Web Accessibility Requirements – Herman Miller is continually working to make its web content and resources accessible as part of its inclusion efforts online. Please see our accessibility statement: <https://www.hermanmiller.com/legal/accessibility-statement/>

Other Exceptions

Please see each document listed below for specific areas that have been redlined for exceptions.

- uc-terms-conditions-v5-9-19
- OMNIA Partners – Exhibit A Response to National Cooperative Contract for UCOP
- OMNIA Partners – Exhibit B Administration Agreement Example for UCOP
- OMNIA Partners - Exhibit F Federal Funds Certifications Form for UCOP



ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn. **UC shall pay for work completed up until the point of termination.**
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within ~~five (5)~~ **thirty (30)** business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <https://policy.ucop.edu/doc/3420365>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to



rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs **subject to Supplier's Travel and Expense policy**, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
 3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the



source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.
- E. General Accessibility Requirements. Supplier warrants that:
 1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether



the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license ~~(with the right to sublicense)~~ to make, have made, ~~copy~~, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. ~~Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.~~
4. ~~Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.~~

- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000



3. Personal and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, ~~Professional Liability Errors and Omissions~~ Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - iv. FAR 52.219-8, Utilization of Small Business Concerns;
 - v. FAR 52.222-17, Non-displacement of Qualified Workers;



- vi. FAR 52.222-21, Prohibition of Segregated Facilities;
- vii. FAR 52.222-26, Equal Opportunity;
- viii. FAR 52.222-35, Equal Opportunity for Veterans;
- ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- x. FAR 52.222-37, Employment Reports on Veterans;
- xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- xii. FAR 52.222-41, Service Contract Labor Standards;
- xiii. FAR 52.222-50, Combating Trafficking in Persons;
- xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
- xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
- xvi. FAR 52.222-54, Employment Eligibility Verification;
- xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
- xix. FAR 52.224-3, Privacy Training;
- xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

- i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- ii. Clean Air Act. Supplier 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).
- iii. Byrd Anti-Lobbying. Supplier certifies 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.
- iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- iv. Byrd Anti-Lobbying. Supplier certifies 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.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have ~~sole~~ responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit



Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. ~~Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.~~
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.



ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.

Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.



Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
- E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.



Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will



be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: <https://www.ucop.edu/procurement-services/for-suppliers/fww-resources-suppliers.html>.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.



Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.



ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BUSINESS ASSOCIATES, and/or APPENDIX – GENERAL DATA PROTECTION REGULATION.



A warranty is a promise.

Here's ours: 12 years, 3 shifts, labor included

Our warranty covers everything—including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms.

It recognizes the changing nature of work and the need for products that can stand up to continuous use.

And it means that when warranty work is performed in the U.S. and Canada, Herman Miller foots the bill.

At Herman Miller, we work for a better world around you. Our products—and our promise to stand behind their quality 100 percent—are designed to improve your environment whether it's an office, hospital, school, home, an entire building, or the world at large.



All products sold under the Herman Miller brand, including Herman Miller Healthcare products, Geiger® products, Eames® aluminum group, Eames Soft Pad™ group, Eames executive chairs, and Eames tables, are backed by our 12-year, 3-shift warranty, except as limited or described below. Warranty information for Nemschoff products can be found by visiting nemschoff.com/customer-care/warranty. Warranty information for Maharam® textiles can be found by visiting maharam.com/site/terms.

Herman Miller Products

5 years

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

3 years

Herman Miller Collection outdoor products; Compass™ system faucet

2 years

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

1 year

Formwork stackable desktop storage; Nelson™ Bubble Lamps®

None

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

Herman Miller Materials

5 years

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

1 year

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

Parts and Components

5 years

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

3 years

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

2 years

Electrical components (switch, control box, etc.) on Locale height-adjustable surface

1 year

Compass system faucet sensors and control box

6 months

All other products, parts, and any services not listed above, sold or furnished by Herman Miller or its subsidiaries, except for consumable products such as batteries, dry-erase markers, erasers, light bulbs, fans, and other electronic products for which no warranty is given

Other Manufacturers' Products

Herman Miller does not warrant other manufacturers' product but will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, open-line laminates.



Provisions that apply to all Herman Miller-branded products and services:

Herman Miller, Inc. ("Herman Miller"), 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified.

This limited warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Herman Miller, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty, which fails under normal use as a result of a defect in material or workmanship. Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or its authorized resellers. Any product, part, or component must have been used according to Herman Miller's published instructions and installed and maintained by a Herman Miller factory-trained technician or an authorized Herman Miller dealer installer. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty. Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller product.

Limited warranty only covers Herman Miller provided products, components, and related repair work performed by Herman Miller authorized dealers.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes, including colorfastness, due to aging, exposure to light or direct sunlight
- marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone
- failure resulting from normal wear and tear
- pilling of textiles
- matching of colors, grains, or textures of natural materials
- colorfastness or the matching of colors of textiles or surface finishes, including an exact match to cuttings, samples, or swatch cards
- damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments

- changes in the decibel level of motors or mechanisms utilized in height-adjustable products
- damage or marking of materials or abrading of textiles over time caused by sharp or foreign objects
- discoloration of textiles and surface materials due to soiling, stains, or dye transfer from clothing, including denim

Herman Miller tests Customer's Own Material (COM) and other customer-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

Herman Miller does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Applies in US only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Herman Miller will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products, but nothing contained herein will or will be considered to exclude or restrict any liability on Herman Miller's part for death or personal injury resulting from negligence.

Effective April 2019

HermanMiller

For more information about our products and services or to see a list of dealers, please visit us at hermanmiller.com or call (888) 443 4357.

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™ AireWeave, Compass, Connect, DOT, Eames Soft Pad, FLEXNET, Flute, Lyris 2, Nelson, Nevi, Overlay, Renew, Tone, Twist, and Ubi are among the trademarks of Herman Miller, Inc., and its owned subsidiaries.

Geiger Warranty

Geiger, 6095 Fulton Industrial Blvd., SW, Atlanta, GA 30336, USA, warrants the products sold by it to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified below.

This warranty covers the sale of Geiger product in all countries. Not all of the product lines appearing on this list are marketed by Geiger in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

Geiger Commercial Office Furniture Products

12 years

All products sold under the Geiger® brand names, except as limited or described below.

Geiger Textile Alliance Program SM Fabrics

3 years

Includes, but is not limited to Edelman Leather, Geiger, Herman Miller, Maharam, and Place fabrics.

Nonstandard Products

1 – 5 years

Warranty length on nonstandard products not covered by the 12-year warranty is identified on individual product quotes.

All Other Products, Parts and Services

2 years

Height adjustable bases (electrical parts).

5 years

Height adjustable bases (mechanical parts). Task light electronic ballasts.

3 years

All service parts.

6 months

All other products, parts, and any services not listed above, sold or furnished by Geiger, except for consumable products such as light bulbs and other electronic products for which no warranty is given.

None

For other manufacturers' products, Geiger will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, open line laminates.

Provisions that apply to all products and services:

During the applicable warranty period, Geiger, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty, which fails under normal use as a result of a defect in material or workmanship; Geiger will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Geiger, or its authorized resellers. Any product, part, or component must have been installed, used, and maintained according to Geiger's published instructions in order to be eligible for coverage under this warranty and must not have been subject to misuse or abuse. Any modification to the original product voids the warranty. Geiger does not warrant the performance of the product when used in combination with other than original Geiger product. The warranty period starts from the date of purchase. This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Geiger disclaims any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Geiger Warranty (continued)

Geiger does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes due to aging or exposure to light
- marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone

Applies outside US: Except as stated above, Geiger will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Geiger's part for death or personal injury resulting from negligence.

In addition, Geiger does not warrant:

- failure resulting from normal wear and tear
- the matching of colors, grains, or textures of natural materials
- the colorfastness or the matching of colors of textiles, including an exact match to cuttings or to swatch card
- damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds
- damage from sharp objects or imprinting from writing instruments, or
- prolonged exposure to direct sunlight

Geiger tests Customer's Own Material (COM) and other customer-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials. Geiger does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Geiger's products meet the requirements of the price books and other written publications.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

GEIGER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Limited Lifetime Warranty

Seller warrants the products it manufactures against defects of material and workmanship under normal use and service for the useful life* of the product from the date of shipment provided that the product is in use by the original owner and has been used only for the original purpose. This warranty is void in cases of damage in transit, negligence, user modification, abuse, abnormal usage, improper use of cleaning chemicals, misuse, accidents and improper maintenance.

As Buyer's sole remedy under the warranty, Nemschoff, at its option, will repair or replace defective parts at no charge to the original owner of record. Nemschoff will pay freight charges provided that the replacement or return has previously been authorized by the company under the terms of this warranty. Normal aging and wear of fabrics, filling materials, mechanisms, mechanical components and finishes are exempt from this warranty.

With proper use and maintenance, the limitations of our warranty are as follows:

10 years for all mechanisms and mechanical components of Serenity®, Pristo®, Consoul™, Leonard, and Ava® Recliners

12 years for all mechanisms and mechanical components of Nala and Centé® Patient Chairs

5 years for all other mechanisms and mechanical components

5 years for Overbed Tables, Physician and Caregiver Stools

5 years for lighting

5 years on Nemschoff Performance Fabric (NPF)

1 year for electrical outlets

1 year for Privacy Panels (Palisade)

1 year for Resin panel (Terra™ for Treatment Areas)

Graded-in fabrics follow the warranty of the textile manufacturer—please reference specific manufacturer's website

Customers Own Material (COM) is not covered under warranty

THERE IS NO OTHER EXPRESS WARRANTY. SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE INDICATED BY BUYER TO SELLER.

There are no representations as to the capacity or performance of the products sold hereunder except as set forth in the quotation specifications, if any, and such representations are expressly conditioned upon the correctness of the data furnished by Buyer and upon the products being properly installed and maintained.

IT IS EXPRESSLY AGREED THAT THIS REMEDY OF REPAIR, REPLACEMENT OR CREDIT, AT THE SELLER'S OPTION, IS BUYERS EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES.

On equipment furnished by Seller, but manufactured by others, the written warranty, if any, of the manufacturer will be assigned to Buyer. However, Seller does not adopt, and does not guarantee or represent that manufacturer will comply with any of the terms of the warranty of such manufacturer.

Seller warrants woven and non-woven upholstery on the NPF program when applied to Seller's products. Warranty covers defects of material and workmanship under normal use and service for five (5) years from the date of shipment. This warranty applies only to the original owner and the original use of the product. This warranty is void in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, and improper cleaning and maintenance. Normal aging and wear of woven and non-woven upholstery are exempt from this warranty. As Buyer's sole remedy under the warranty, Nemschoff, as its option, will repair or replace the material at no charge to the original owner of record. If the material is no longer in manufacture, one of comparable value will be substituted for you. Nemschoff will pay freight charges, provided that the replacement or return has been previously authorized by the company under the terms of this warranty.

Expenses incurred by Buyer in repairing or replacing Seller's product will not be allowed except by written permission of Seller.

Seller, in its manufacture and sale of these products, will assume no liability as to possible infringement of patents or copyrights by virtue of the use of said products in combination with other elements or structures, or when manufactured to Buyer's specifications.

* Useful life, as defined by industry standards, is 12 years.



Schedule 1

Warranty information

7 years

naughtone warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of **7 years** from date of delivery, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use.

Exceptions

5 years

Stacking chairs, metal chair frames, seating components including adjustment mechanisms, height adjustment mechanisms and pneumatic cylinders, monitor supports and tablet arm assemblies, wood veneer and low pressure laminate (LPL) surfaces, urethane and wood edge treatments, upholstery/ tailoring and exposed wood frames.

Fabric

naughtone offers no warranty, either implied or expressed, on any fabrics or leathers used on our products. Fabrics and leathers carry warranties from the fabric manufacturer or reseller. Please refer to each reseller's warranties before specifying. Because every fabric specification is different and application for use must be taken into consideration, naughtone shall not be held responsible in any manner for wrong specification of fabric for tailoring, wear, durability, or light fastness.

Limitations and Exceptions

A) General

The warranties set out in Part 1 of Schedule 1:

- Provide coverage to the Customer only;
- Do not apply to (i) merchandise that was at any time, used as a floor sample or display mode, (ii) any merchandise purchase "as is" or second-hand, (iii) any merchandise purchased at a distress sale or a 'going out-of-business sale, or (iv) any merchandise purchased from a liquidator.

The Product Tolerances set out in Schedule 2 shall apply. Products shall not be deemed to be in breach of warranty, or otherwise defective, by reason of an issue that is covered in Schedule 2.

All warranties, whether express or implied, cover only normal usage.

No warranty, express or implied, applies to any Product condition resulting from misuse, abuse, delivery or transportation damage, nor any Product condition resulting from incorrect or inadequate maintenance, cleaning or care. Warranty is null and void if furniture has been moved from original points of delivery to consumer.

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Manse Lane, Knaresborough, North Yorkshire, HG5 8LF
Company Registration Number: 05285557

Useful Beautiful Furniture
British Designed
Since 2005

www.naughtone.com



Warranty

Coverage

All products sold by Design Within Reach, Inc., through its contract channel ("DWRC") are warranted to be free of defects in material and workmanship appearing within 3 years from the date of purchase, except as otherwise described below. All HAY products sold through the DWRC channel are warranted to be free of defects in material and workmanship appearing within 2 years from the date of purchase. This warranty is extended only to the original purchaser from DWRC or its authorized reseller, for commercial or institutional use. During the warranty period, as its sole responsibility and as the purchaser's sole remedy under this warranty, DWRC will provide one of the following remedies, chosen by DWRC in its sole discretion: (a) repair the defective products, (b) replace the defective products with comparable products or (c) refund the purchase price of the defective products.

Other Warranties

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

Exclusions

This warranty is not extended to purchasers for personal, family or household use, and it does not cover any of the following:

- » Misuse, abuse or modification of the original product
- » Any product, part or component that has not been used according to applicable published manufacturer instructions **(and installed and maintained by a DWRC-designated factory-trained technician or dealer installer)**
- » Natural variations in wood grain or figure or presence of character marks
- » Changes in surface finishes, including colorfastness, due to aging or exposure to light
- » Marks, scars or wrinkles occurring naturally in leather
- » Veins, marks, voids, fissures or cracks found naturally in stone
- » Failure resulting from normal wear and tear
- » Pilling of textiles
- » Matching of colors, grains or textures of natural materials
- » Colorfastness or matching of colors of textiles or surface finishes, including an exact match to cuttings, samples or swatch cards
- » Damage, marking or staining of veneer surfaces due to contact with rubber or similar compounds, sharp objects or writing instruments
- » Changes in the decibel level of motors or mechanisms used in height-adjustable products
- » Damage or marking of materials or abrading of textiles over time caused by sharp or foreign objects
- » Discoloration of textiles and surface materials due to soiling, stains or dye transfer from clothing, including denim
- » Products that have been exposed to extreme environmental conditions or that have been improperly stored

Limitation of Liability

DWRC WILL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OTHER THAN THOSE SET FORTH IN THIS DOCUMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO ITS PRODUCTS, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND IN NO EVENT WILL DWRC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, DWRC specifically disclaims any liability for penalties, special damages, damages for lost profits or revenues, downtime, lost good will, cost of capital, cost of substitute goods or services or any other types of economic loss.

HAY

2-year warrenty

Nine United Denmark A/S designs and manufactures furniture under the trademark HAY. All products are manufactured in accordance with the highest standards and to meet our high standards in quality and production and a 2-year warrenty is given.

The 2-year warrenty covers materials and/or workmanship on frame or upholstery. The guarantee is valid from the date on the original invoice. The warrenty does not apply in the following situations:

- / if the products has been stored or assembled wrongly.
- / if the product has been abused or misused, altered or cleaned using wrong cleaning methods.
- / damage due to normal wear and tear, cuts or scratches, or damage caused by impact or accidents.
- / if the product has been placed outdoors or in a humid environment.
- / in cases of consequential or incidental damage.

Nine United Denmark A/S is dedicated to the design and production of of durable furniture designed to last. We put great effort into choosing materials focusing on hard wearing qualities to help us secure the long life span of the product.

Nine United Denmark A/S reserves the right to alter or stop the production of selected items without prior notice.

The warrenty is valid from January 1, 2015.

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table
Systems Furniture	Action Office® 1 & AO2 Panels (B)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	Action Office® 2 Components (J)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	Canvas Channel (FZ)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Dock (FD)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Office Landscape® Group-Based (FR)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Office Landscape® Private Office (FV)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Office Landscape® Wall-Based (FT)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Vista (FX)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Ethospace® (U)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Formwork™ (CY)	40.00%	38.00%	35.00%	33.00%	+2%	Negotiable	
	Intent Solution (CF)	53.00%	51.00%	48.00%	46.00%	+2%	Negotiable	
	Layout Studio® (LS)	51.00%	49.00%	46.00%	44.00%	+2%	Negotiable	
	Prospect (CB)	53.20%	51.20%	48.20%	46.20%	+1.3%	Negotiable	
	Public Office Landscape™ (BV)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Ergonomic Computer Furniture (TE)	64.00%	62.00%	59.00%	57.00%	+2%	Negotiable	
	Exclave Performance Gear (EX)	53.30%	51.30%	48.30%	46.30%	1.4	Negotiable	
	Herman Miller International Collection™ (IK)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Nevi Link (IL)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Renew Link (IB)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Geiger Domino Storage™ (DS)	40.00%	38.00%	35.00%	33.00%	+2%	Negotiable	
	Geiger Catalyst™ (HL)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Eco™ Group (GF)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Keyeira™ Express (HN)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Levels® (HV)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Other (GZ)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Petri/Eco Common (GT)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Petri™ Caseloads (GR)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Petri™ CaseSystem (GQ)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Shelf (SS)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Tablet® Caseloads (G9)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Triuna™ Collection (G2)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Ward Bennett™ Tables & Storage (H3)	43.00%	41.00%	38.00%	36.00%	+2%	Negotiable	
	Rhythm (RM)	51.00%	49.00%	46.00%	44.00%	+1	Negotiable	
	Nelson Lighting (NL)	37.00%	35.00%	32.00%	30.00%	+2%	Negotiable	
	Canvas Office Landscape® Metal Filing & Storage (FM)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Office Landscape® Wood Filing & Storage (FF)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Meridian® Laterals (MF)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Meridian® Pedestals (MP)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Meridian® Storage Cases/Book Cases (MS)	52.00%	50.00%	47.00%	45.00%	+2%	Negotiable	
	Meridian® Towers (MG)	52.00%	50.00%	47.00%	45.00%	+2%	Negotiable	

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table
Storage	Meridian® Verticals (MV)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Nelson™ Cabinets (NC)	37.00%	35.00%	32.00%	30.00%	+2%	Negotiable	
	Quadrant B-Front Lateral Files (2)	52.00%	50.00%	47.00%	45.00%	+2%	Negotiable	
	Quadrant B-Front Pedestals (BP)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Quadrant F-Front Lateral Files (2A)	52.00%	50.00%	47.00%	45.00%	+2%	Negotiable	
	Quadrant F-Front Pedestals (BQ)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Tu® Laterals (UL)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Pedestals (UP)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Storage (US)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Towers (UT)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Cases (UW)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Credenzas (UJ)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Cubbies (UH)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Peds (UF)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Towers (UI)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
Seating								
	Aeron® Chairs (EC)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Aside® Seating (PD)	53.00%	51.00%	50.00%	48.00%	+2%	Negotiable	
	Caper® Chair (WC)	53.00%	51.00%	50.00%	48.00%	+2%	Negotiable	
	Celle® Chair (TR)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Chadwick™ Modular Seating (V)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	Classical Seating (E)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Collection (ER)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Cosm (FC)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Eames® Aluminum Group (H)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Eames® Molded Plastic and Wire Chairs (VT)	40.00%	38.00%	37.00%	35.00%	+2%	Negotiable	
	Eames® Tandem Seating (L)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Embody® (CN)	49.00%	47.00%	46.00%	44.00%	+2%	Negotiable	
	Goetz™ Sofa (GS)	40.00%	38.00%	37.00%	35.00%	+2%	Negotiable	
	Keyn (TV)	49.00%	47.00%	46.00%	44.00%	+2%	Negotiable	
	Limerick® Seating (PO)	53.00%	51.00%	50.00%	48.00%	+2%	Negotiable	
	Lino (MI)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Mirra2 Seating (LF)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Plex (XX)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	SAYL® (AV)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Setu® (RY)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Stools (SO)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	Verus (PI)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Geiger Foray (NG)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Guest Seating (H5)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Sotto™ (H6)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Stackable™ (H7)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Stools (H2)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Taper (FG)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table
Tables	Leeway (LA)	51.00%	49.00%	48.00%	46.00%	+0%	Negotiable	
	HAY HM (2C)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	naughtone (NO)	46.00%	44.00%	43.00%	41.00%	+0%	Negotiable	
	Nemschoff	48.00%	47.00%	45.00%	43.00%	0	Negotiable	
	Swoop™ (OA)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Geiger Lounge Seating (H8)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Reframe (HJ)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Ward Bennett™ Seating (HU)	43.00%	41.00%	38.00%	36.00%	+1%	Negotiable	
	ColourForm Sofa Group (CU)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	Objects (AB)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	Striad (SD)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	AGL Table Group™ (DF)	37.00%	35.00%	32.00%	30.00%	+2%	Negotiable	
	Burdick Group™ (Y)	46.00%	44.00%	41.00%	39.00%	+2%	Negotiable	
	Eames® Tables (ET)	48.70%	46.70%	43.70%	41.70%	+2%	Negotiable	
	Everywhere™ Tables (IV)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Herman Miller Tables (F)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Motia Table (AH)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Nelson™ Tables (NX)	37.00%	35.00%	32.00%	30.00%	+2%	Negotiable	
	Nevi Sit-to-Stand Tables (ID)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
Architectural Elements	Renew Tables (IE)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Geiger Axon (HW)	40.00%	38.00%	35.00%	33.00%	+2%	Negotiable	
	Geiger Caucus Conferencing Suite™ (HY)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Conference Tables (HZ)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger MP Tables (HE)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Occasional Tables (H9)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Elsi (LC)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
Accessories and Technology Support	Accessories (8)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	C-Style Overhead Storage (CS)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Energy Distribution System (C)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	Generic (R)	64.00%	64.00%	59.00%	57.00%	+2%	Negotiable	
	Innovative Products (IP)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Keys & Locks (KA)	64.00%	64.00%	59.00%	57.00%	+2%	Negotiable	
	Lighting (A)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	Textiles (K)	64.00%	64.00%	59.00%	57.00%	N/A	Negotiable	
	Thrive® CBS Portfolio (Z2)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Thrive® Ergonomic Portfolio (ZZ)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Thrive® Global (Z3)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order							
	Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table
Fixed Seating & Higher Education Classroom Furniture								
Repair Parts (non warranty) - Discount off List		Repair Parts follow product discounts as shown						
Other	Co/Struc® (S)	51.00%	49.00%	Negotiable	Negotiable	+2%	Negotiable	installation to be quoted and approved by the buyer prior to performance of the work.
	Compass™ System (TW)	54.00%	52.00%	Negotiable	Negotiable	1%	Negotiable	installation to be quoted and approved by the buyer prior to performance of the work.
	Herman Miller for Healthcare Action Lab (D)	51.00%	49.00%	46.00%	44.00%	+2%	Negotiable	
	Herman Miller for Healthcare Carts (SA)	12.00%	10.00%	7.00%	5.00%	N/A	Negotiable	
	Mora (CH)	51.00%	49.00%	Negotiable	Negotiable	+2%	Negotiable	installation to be quoted and approved by the buyer prior to performance of the work.
	Living Office Hardware (OS) - does not include software/subscriptions	50.00%	50.00%	Negotiable	Negotiable	Negotiable	Negotiable	does not include software/subscriptions
	Overlay (MN)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Magis® Alliance (CW)	40.00%	38.00%	37.00%	35.00%	+2%	Negotiable	
Insert additional rows as needed								
Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, Design Services		Hourly Rates (NTE)			Comments		Exceptions Noted Below Table for this Section	
Project Management Services		\$55.00 - \$78.75						
Asset Management (e.g. Dealer tracks ownership at campus level)		\$55.00 - \$89.25						
Demolition (breakdown and removal or repacking of old stock)		\$40.00 - \$65.00						
Installation/Reconfiguration of existing product		\$40.00-\$65.00						
Strategic Planning Services		\$100.00 - \$157.50						
Occupancy Planning/CAD Drafter		\$60.00 - 89.25						
Build-Out Project Mgt. Services		\$90.00 - \$115.00						
FFE Mgt. Services		\$90.00 - \$115.00						
Performance Environments		To be quoted						
RePurpose Program		To be quoted			Herman Miller will work with the customer to determine the best product disposition via our repurpose program			
Other - Insert rows as needed								
Storage		Rate per Sq. Ft. (NTE)			Comments		Exceptions Noted Below Table for this Section	
Storage (for anything beyond the mandated 30 days)		\$1.50 -\$1.85			* Storage for planning only, actual cost to be quoted; in/out and other services onsite and/or trailer storage are extra			
Labor/Installation -Hourly labor rates are quoted using the appropriate hourly labor application, such as Union		Hourly Rates (NTE)			Comments		Exceptions Noted Below Table for this Section	
Standard Installation Labor		\$40.00-\$65.00			Standard Rate normal business hours		Does not include Union or Prevailing wage, if required those rates would be determined by State, County and Trade and provided at time of quote. See exceptions noted below.	
Services Associated with Discount off List								Exceptions Noted Below Table for this Section
1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.								

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table

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

BASIC INSTALLATION - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

EXPANDED/COMPLEX INSTALLATION Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

List prices include freight within the 48 contiguous United States. Shipments outside of the contiguous United States are shipped freight prepaid to point of embarkation with freight costs beyond that Purchase order and payment are issued directly to the local authorized Herman Miller dealer.

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

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

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

Clarification/Exceptions Noted Below:

Installation & Delivery Services:

The service option product discounts include "standard" services only, subject to the conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent on the specific project conditions. Additional charges and services shall be negotiated in advance of the service being performed.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- Service work will shall not be hindered by other trades.
- Electric, heat, and adequate elevator service will be furnished without charge.
- The immediate installation area shall be complete and free of debris including the carpet/flooring before installation commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.
- Travel expenses will be quoted as necessary.

Additional Charges May Apply For:

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

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

NTE = Not To Exceed



Herman Miller Returns, Order Changes and Cancellation Policy

Returns

All product is manufactured by Herman Miller in the specific size, finish, and fabric requested to meet a specific customer application. Due to the customization and variety of applications, requests to return product, outside of warranty situations, are not typically authorized. Any product returned requires the written authorization from Herman Miller prior to return to ensure proper tracking and assessment.

Order Changes and Cancellation

Dealers may make a request at any time to change an order or to cancel part or all of an order, except where noted below. Changes may affect the original scheduled ship date. All changes are calculated in Herman Miller business days. For proper interpretation, count back from the delivery date identifying the delivery date as day # 0 (exclude weekends and Herman Miller designated holidays).

Quantity, Specification, Move out, or Order Cancellation	1st/2nd Request	Add'l Requests
16 days and beyond from acknowledged planned delivery date	NO FEE	\$150
12-15 days prior to acknowledged planned delivery date	5%	5%
1-11 days prior to acknowledged planned delivery date	NA	NA

Move Up	Per Request (a)
Standard Order - request to move up to 16 days and beyond from acknowledged planned delivery date	NO FEE
Chargeable ERP	\$100
Move up to inside of 15 days or less from acknowledged planned delivery date	\$250



Special Deliveries (does not apply to normal planned full truckload deliveries)	Per trailer	Load Plan B (b)	Team Drivers (c)
0 – 500 miles	\$1,100	\$400	\$110
501 – 750 miles	\$2,000	\$650	\$210
751 – 1,000 miles	\$3,000	\$1,000	\$270
1,001 – 2,000 miles	\$4,000	\$1,250	\$450
2,001 and beyond	\$5,000	\$1,750	\$750

Notes and Exceptions:

- (a) Move Up - additional fees may apply:
 - Materials (ie. Setup charges, expediting for supplier, etc.)
 - Capacity (ie. OT, setup charges, programming, break into current schedule, etc.)
 - Determined based on order product mix, volume and/or dates requested
 - Dealer approval of additional costs required before request moved forward
 - (b) Load Plan B – includes special requests for loading that results in less than a truckload cube distribution
 - (c) Team Drivers – not available to all delivery destinations
-
- Regardless of initial lead time given, All 10-Day, 20-Day, and Assigned lead time orders can be changed through the next business day following the day of order acknowledgment. 10 day orders are limited to revision requests within 24 hours of acknowledgment only.
 - Requests must be submitted by 8pm EST on cutoff dates listed above.
 - Fees apply only to the affected product or lines.
 - ERP orders cannot be changed once submitted.
 - Options product may receive additional charges based on actual HMI incurred tooling or parts costs.
 - Standard freight costs are already included in product purchase pricing.
 - This policy applies to Herman Miller branded product acknowledged through Order Manager on Omni.
 - International orders and alliance orders have different policies. For these details call Customer Care.



Lead Time Programs

Herman Miller lead time programs are backed by the established reliability of our production and distribution systems. Customers can be confident that we ship what they need, when they need it. That's important for any installation project, because reliable lead times are a crucial element in a customer's planning process and resource allocation.

To match a customer's particular product and scheduling needs, Herman Miller offers three lead time choices—10 Day or Less, 20 Day or Less, and Assigned lead time. Our dealers have access to the most current lead time information through our web-based tool, Omni.

Lead times are stated in business days and are calculated from order acknowledgement to ship date. These lead time programs are designed to decrease overall lead times and eliminate quick-ship surcharges.

10 Day or Less Program

The 10-Day or Less Program provides a broad vocabulary with selective finishes and fabrics for workspaces, seating, storage and tables that ship in 10 days or less. It's one of the most comprehensive quick ship programs in the industry, and there are no quick-ship surcharges.

20 Day or Less Program

Almost our entire product offering falls into the 20 Day or Less category, with an even broader range of workspaces, seating, storage, tables, fabrics, and finishes.

Assigned Lead Time

The Assigned Lead Time Program is product that may require a unique process or unique lead time. Newly launched products also initially have an Assigned lead time while manufacturing processes ramp up. Assigned lead times can change frequently and significantly.



Product	10-Day or Less	20-Day or Less	Assigned
Workspaces / Collaborative Furniture			
Action Office 2 System	•	•	•
Canvas Office Landscape		•	•
Ethospace System	•	•	•
Exclave		•	•
Layout Studio		•	•
Locale		•	•
Prospect			•
Public Office Landscape		•	•
Resolve System	•		•
Performance Chairs / Seating / Lounge			
Aeron (Remastered)	•	•	•
Aside	•	•	•
Caper	•	•	•
Celle	•	•	•
Chadwick Modular Seating			•
Cosm Chairs		•	•
Eames Aluminum Group			•
Eames Sofa Compact			•
Eames Executive Chairs			•
Eames Molded Fiberglass Chairs			•
Eames Molded Plastic Chairs		•	•
Eames Molded Plywood Wood Chairs			•
Eames Tandem Sling			•
Eames Thin Pad & Soft Pad Chairs			•
Eames Wire Base Chairs			•
Embodiy	•	•	•
Equa 2	•	•	•
Keyn		•	•
Limerick	•		



Product	10-Day or Less	20-Day or Less	Assigned
Mirra 2	•	•	•
Plex Lounge		•	•
Sayl	•	•	•
Setu	•	•	•
Striad Lounge & Ottoman			•
Swoop Lounge		•	•
Taper			•
Verus	•	•	•
Storage			
Canvas Office Landscape		•	•
Meridian Bookcases	•	•	•
Meridian Pedestals	•	•	•
Meridian Stackable Lateral Files	•	•	•
Meridian Stackable Storage Cabinets		•	•
Meridian Storage Cases	•	•	•
Meridian Storage Towers	•	•	•
Meridian Vertical Files	•	•	•
Tu Bookcases	•	•	•
Tu Pedestals	•	•	•
Tu Storage Cases	•	•	•
Tu Storage Towers	•	•	•
Tables			
AGL Tables			•
Burdick Group			•
Eames Tables		•	•
Everywhere Tables	•	•	•
Exclave Performance Gear		•	•
Intersect Portfolio		•	•
Motia			•
Plex Tables			•
Renew Sit-to-Stand Tables		•	•



Product	10-Day or Less	20-Day or Less	Assigned
Swoop Tables		•	•
Specialty			
HAY			•
Magis		•	•
Mattiazzi		•	•
naughtone		•	•
Technology Support / Accessories			
Thrive Portfolio	•	•	•
Ubi Work Tools			•
Healthcare			
Carts			•
Casework			•
Co/Struc System		•	•
Compass System		•	•
Healthcare Lab			•
Mora System		•	•
Geiger			•

Questionnaire Level - Supplier Summary

Questionnaire Name	Supplier Name	Total Questionnaire Score	My Score	Total Questions	Questionnaire Coverage	QuestionCoverage %
Program Pricing Responses	Herman Miller Inc.	-	-	3	3	100
Company Profiles_General Capabilities	Herman Miller Inc.	-	-	26	26	100
Pricing Terms and Product	Herman Miller Inc.	-	-	5	5	100
Services	Herman Miller Inc.	-	-	19	19	100
Sustainability	Herman Miller Inc.	-	-	14	14	100

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	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table
Systems Furniture	Action Office® 1 & AO2 Panels (B)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	Action Office® 2 Components (J)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	Canvas Channel (FZ)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Dock (FD)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Office Landscape® Group-Based (FR)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Office Landscape® Private Office (FV)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Office Landscape® Wall-Based (FT)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Vista (FX)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Ethospace® (U)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Formwork™ (CY)	40.00%	38.00%	35.00%	33.00%	+2%	Negotiable	
	Intent Solution (CF)	53.00%	51.00%	48.00%	46.00%	+2%	Negotiable	
	Layout Studio® (LS)	51.00%	49.00%	46.00%	44.00%	+2%	Negotiable	
	Prospect (CB)	53.20%	51.20%	48.20%	46.20%	+1.3%	Negotiable	
	Public Office Landscape™ (BV)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Ergonomic Computer Furniture (TE)	64.00%	62.00%	59.00%	57.00%	+2%	Negotiable	
	Exclave Performance Gear (EX)	53.30%	51.30%	48.30%	46.30%	1.4	Negotiable	
	Herman Miller International Collection™ (IK)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Nevi Link (IL)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Renew Link (IB)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Geiger Domino Storage™ (DS)	40.00%	38.00%	35.00%	33.00%	+2%	Negotiable	
	Geiger Catalyst™ (HL)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Eco™ Group (GF)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Keyeira™ Express (HN)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Levels® (HV)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Other (GZ)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Petri/Eco Common (GT)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Petri™ Caseloads (GR)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Petri™ CaseSystem (GQ)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Shelf (SS)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Tablet® Caseloads (G9)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Triuna™ Collection (G2)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Ward Bennett™ Tables & Storage (H3)	43.00%	41.00%	38.00%	36.00%	+2%	Negotiable	
	Rhythm (RM)	51.00%	49.00%	46.00%	44.00%	+1	Negotiable	
	Nelson Lighting (NL)	37.00%	35.00%	32.00%	30.00%	+2%	Negotiable	
	Canvas Office Landscape® Metal Filing & Storage (FM)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Canvas Office Landscape® Wood Filing & Storage (FF)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Meridian® Laterals (MF)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Meridian® Pedestals (MP)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Meridian® Storage Cases/Book Cases (MS)	52.00%	50.00%	47.00%	45.00%	+2%	Negotiable	
	Meridian® Towers (MG)	52.00%	50.00%	47.00%	45.00%	+2%	Negotiable	

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table
Storage	Meridian® Verticals (MV)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Nelson™ Cabinets (NC)	37.00%	35.00%	32.00%	30.00%	+2%	Negotiable	
	Quadrant B-Front Lateral Files (2)	52.00%	50.00%	47.00%	45.00%	+2%	Negotiable	
	Quadrant B-Front Pedestals (BP)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Quadrant F-Front Lateral Files (2A)	52.00%	50.00%	47.00%	45.00%	+2%	Negotiable	
	Quadrant F-Front Pedestals (BQ)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Tu® Laterals (UL)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Pedestals (UP)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Storage (US)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Towers (UT)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Cases (UW)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Credenzas (UJ)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Cubbies (UH)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Peds (UF)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
	Tu® Wood Towers (UI)	66.80%	64.80%	61.80%	59.80%	+1.4%	Negotiable	
Seating	Aeron® Chairs (EC)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Aside® Seating (PD)	53.00%	51.00%	50.00%	48.00%	+2%	Negotiable	
	Caper® Chair (WC)	53.00%	51.00%	50.00%	48.00%	+2%	Negotiable	
	Celle® Chair (TR)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Chadwick™ Modular Seating (V)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	Classical Seating (E)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Collection (ER)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Cosm (FC)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Eames® Aluminum Group (H)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Eames® Molded Plastic and Wire Chairs (VT)	40.00%	38.00%	37.00%	35.00%	+2%	Negotiable	
	Eames® Tandem Seating (L)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Embody® (CN)	49.00%	47.00%	46.00%	44.00%	+2%	Negotiable	
	Goetz™ Sofa (GS)	40.00%	38.00%	37.00%	35.00%	+2%	Negotiable	
	Keyn (TV)	49.00%	47.00%	46.00%	44.00%	+2%	Negotiable	
	Limerick® Seating (PO)	53.00%	51.00%	50.00%	48.00%	+2%	Negotiable	
	Lino (MI)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Mirra2 Seating (LF)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Plex (XX)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	SAYL® (AV)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Setu® (RY)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Stools (SO)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	Verus (PI)	51.00%	49.00%	48.00%	46.00%	+2%	Negotiable	
	Geiger Foray (NG)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Guest Seating (H5)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Sotto™ (H6)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Stackable™ (H7)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Stools (H2)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Taper (FG)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table
Tables	Leeway (LA)	51.00%	49.00%	48.00%	46.00%	+0%	Negotiable	
	HAY HM (2C)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	naughtone (NO)	46.00%	44.00%	43.00%	41.00%	+0%	Negotiable	
	Nemschoff	48.00%	47.00%	45.00%	43.00%	0	Negotiable	
	Swoop™ (OA)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Geiger Lounge Seating (H8)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Reframe (HJ)	51.00%	49.00%	48.00%	46.00%	+1%	Negotiable	
	Geiger Ward Bennett™ Seating (HU)	43.00%	41.00%	38.00%	36.00%	+1%	Negotiable	
	ColourForm Sofa Group (CU)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	Objects (AB)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	Striad (SD)	37.00%	35.00%	34.00%	32.00%	+2%	Negotiable	
	AGL Table Group™ (DF)	37.00%	35.00%	32.00%	30.00%	+2%	Negotiable	
	Burdick Group™ (Y)	46.00%	44.00%	41.00%	39.00%	+2%	Negotiable	
	Eames® Tables (ET)	48.70%	46.70%	43.70%	41.70%	+2%	Negotiable	
	Everywhere™ Tables (IV)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Herman Miller Tables (F)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Motia Table (AH)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Nelson™ Tables (NX)	37.00%	35.00%	32.00%	30.00%	+2%	Negotiable	
	Nevi Sit-to-Stand Tables (ID)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
Architectural Elements	Renew Tables (IE)	67.00%	65.00%	62.00%	60.00%	+2%	Negotiable	
	Geiger Axon (HW)	40.00%	38.00%	35.00%	33.00%	+2%	Negotiable	
	Geiger Caucus Conferencing Suite™ (HY)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Conference Tables (HZ)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger MP Tables (HE)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Occasional Tables (H9)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
	Geiger Elsi (LC)	51.00%	49.00%	46.00%	44.00%	+1%	Negotiable	
Accessories and Technology Support	Accessories (8)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	C-Style Overhead Storage (CS)	69.00%	67.00%	64.00%	62.00%	+2%	Negotiable	
	Energy Distribution System (C)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	Generic (R)	64.00%	64.00%	59.00%	57.00%	+2%	Negotiable	
	Innovative Products (IP)	46.00%	44.00%	43.00%	41.00%	+2%	Negotiable	
	Keys & Locks (KA)	64.00%	64.00%	59.00%	57.00%	+2%	Negotiable	
	Lighting (A)	70.50%	68.50%	65.50%	63.50%	+1%	Negotiable	
	Textiles (K)	64.00%	64.00%	59.00%	57.00%	N/A	Negotiable	
	Thrive® CBS Portfolio (Z2)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Thrive® Ergonomic Portfolio (ZZ)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Thrive® Global (Z3)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order							
	Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table
Fixed Seating & Higher Education Classroom Furniture								
Repair Parts (non warranty) - Discount off List		Repair Parts follow product discounts as shown						
Other	Co/Struc® (S)	51.00%	49.00%	Negotiable	Negotiable	+2%	Negotiable	installation to be quoted and approved by the buyer prior to performance of the work.
	Compass™ System (TW)	54.00%	52.00%	Negotiable	Negotiable	1%	Negotiable	installation to be quoted and approved by the buyer prior to performance of the work.
	Herman Miller for Healthcare Action Lab (D)	51.00%	49.00%	46.00%	44.00%	+2%	Negotiable	
	Herman Miller for Healthcare Carts (SA)	12.00%	10.00%	7.00%	5.00%	N/A	Negotiable	
	Mora (CH)	51.00%	49.00%	Negotiable	Negotiable	+2%	Negotiable	installation to be quoted and approved by the buyer prior to performance of the work.
	Living Office Hardware (OS) - does not include software/subscriptions	50.00%	50.00%	Negotiable	Negotiable	Negotiable	Negotiable	does not include software/subscriptions
	Overlay (MN)	54.00%	52.00%	49.00%	47.00%	+2%	Negotiable	
	Magis® Alliance (CW)	40.00%	38.00%	37.00%	35.00%	+2%	Negotiable	
Insert additional rows as needed								
Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, Design Services		Hourly Rates (NTE)			Comments		Exceptions Noted Below Table for this Section	
Project Management Services		\$55.00 - \$78.75						
Asset Management (e.g. Dealer tracks ownership at campus level)		\$55.00 - \$89.25						
Demolition (breakdown and removal or repacking of old stock)		\$40.00 - \$65.00						
Installation/Reconfiguration of existing product		\$40.00-\$65.00						
Strategic Planning Services		\$100.00 - \$157.50						
Occupancy Planning/CAD Drafter		\$60.00 - 89.25						
Build-Out Project Mgt. Services		\$90.00 - \$115.00						
FFE Mgt. Services		\$90.00 - \$115.00						
Performance Environments		To be quoted						
RePurpose Program		To be quoted			Herman Miller will work with the customer to determine the best product disposition via our repurpose program			
Other - Insert rows as needed								
Storage		Rate per Sq. Ft. (NTE)			Comments		Exceptions Noted Below Table for this Section	
Storage (for anything beyond the mandated 30 days)		\$1.50 -\$1.85			* Storage for planning only, actual cost to be quoted; in/out and other services onsite and/or trailer storage are extra			
Labor/Installation -Hourly labor rates are quoted using the appropriate hourly labor application, such as Union		Hourly Rates (NTE)			Comments		Exceptions Noted Below Table for this Section	
Standard Installation Labor		\$40.00-\$65.00			Standard Rate normal business hours		Does not include Union or Prevailing wage, if required those rates would be determined by State, County and Trade and provided at time of quote. See exceptions noted below.	
Services Associated with Discount off List								Exceptions Noted Below Table for this Section
1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.								

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Based on Product Value of Each Order Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts \$100k-400k	Volume Discounts >400k	Exceptions Noted Proposed Variation to Tiers Clarification that Tiers are based on Product Value of Each Order Services Clarifications and Additional Charges noted below Table

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

BASIC INSTALLATION - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

EXPANDED/COMPLEX INSTALLATION Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

List prices include freight within the 48 contiguous United States. Shipments outside of the contiguous United States are shipped freight prepaid to point of embarkation with freight costs beyond that Purchase order and payment are issued directly to the local authorized Herman Miller dealer.

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

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

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

Clarification/Exceptions Noted Below:

Installation & Delivery Services:

The service option product discounts include "standard" services only, subject to the conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent on the specific project conditions. Additional charges and services shall be negotiated in advance of the service being performed.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- Service work will shall not be hindered by other trades.
- Electric, heat, and adequate elevator service will be furnished without charge.
- The immediate installation area shall be complete and free of debris including the carpet/flooring before installation commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.
- Travel expenses will be quoted as necessary.

Additional Charges May Apply For:

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

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

NTE = Not To Exceed

Attachment #1 - Product Categories and Dealer Network TAB 1 - PRODUCT CATEGORIES (BREADTH OF PRODUCT)

Instructions: Please complete in full and upload as Attachment #1_Company Name_RFP# 001218 inside the Questionnaire Section of this RFP. Note: The first five categories and items are required in order to qualify as a Broad Line manufacturer of Office Furniture, for purposes of this solicitation.

Company Name:				Company Name:		Company Name:	
Categories of furniture offered	Type within category	Included Yes/No	Number of items in category	Number of items in category, meeting UC Minimum Sustainability and Ergonomic	% of category meeting the requirement	Number of items in category, meeting UC Preferred Sustainability and Ergonomic requirements of this RFP	% of category meeting the requirement
EXAMPLE RESPONSE	Task Chairs	Yes	75	60	80%	30	40%
Systems Furniture	• Modular office furniture system	Yes	15	11	73%	11	550%
	• Benching product lines	Yes	2	2	100%	2	100%
	• Adjustable Hgt. Work surface	Yes	2	2	100%	2	100%
	• Other (N/A)	No	0	0	#DIV/0!	0	#DIV/0!
			0	0	#DIV/0!	0	#DIV/0!
Freestanding Furniture	• Work Surface	Yes	3	3	100%	3	100%
	• Work Surface -Adjustable Height	Yes	3	3	100%	3	100%
	• Credenza	Yes	7	5	71%	5	71%
	• Other (N/A)	No	0	0	#DIV/0!	0	#DIV/0!
Storage:	• Book Cases	Yes	5	5	100%	5	100%
	• Files	Yes	5	5	100%	5	100%
	• other	No	0	0	#DIV/0!	0	#DIV/0!
Seating:	• Task Seating (chairs and stools)	Yes	14	14	100%	14	100%
	• Guest/Side Seating	Yes	44	44	100%	29	66%
	• Foot Rest/Ottomans	Yes	2	2	100%	2	100%
	• Conference Seating	Yes	11	11	100%	9	82%
	• Lounge Seating	Yes	39	35	90%	28	72%
	• Flexible Learning Seating	Yes	6	6	100%	6	100%
Tables:	• Conference Tables (With or without electronic/AV	Yes	8	8	100%	5	63%
	• Training/Classroom or Collaborative Learning Tables	Yes	4	3	75%	3	75%
	• Occasional Tables (i.e. end table, coffee table)	Yes	8	8	100%	5	63%
	• Height Adjustable Tables	Yes	3	3	100%	3	100%
	• Other	No	0	0	#DIV/0!	0	#DIV/0!
Architectural Elements:	• Demountable wall systems/Privacy Walls	No	0	N/A	#VALUE!	N/A	#VALUE!
	• Beams	Yes	1	1	100%	0	0%
	• Power and Flooring	No	0	N/A	#VALUE!	N/A	#VALUE!
	• Other	No	0		#DIV/0!		#DIV/0!
Integrated Technology:	• Whiteboards	No	0	N/A	#VALUE!	N/A	#VALUE!
	• Acoustical Solutions	No	0	N/A	#VALUE!	N/A	#VALUE!
	• Other	No	0	N/A	#VALUE!	N/A	#VALUE!
Accessories and Technology Support	• Lighting, Power and Cable	No	0	N/A	#VALUE!	N/A	#VALUE!
	• Desk Accessories	Yes	0	N/A	#VALUE!	N/A	#VALUE!
	• Computer Support (Keyboard Trays, Monitors, etc.)	Yes	0	N/A	#VALUE!	N/A	#VALUE!

Other	• Other (Modular Casework)	Yes	3	3	100%	3	100%
	• Other (Healthcare Carts)	Yes	1	0	0%	0	0%
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
Classroom Furniture and/or Fixed Seating	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!

186

174

143

Attachment #1 - Product Categories and Dealer Network **TAB 2 -DEALER NETWORK (INFORMATION)**

Instructions: Please indicate if you sell products directly. Follow that information by detailing your Dealer Network, per headers below; their name, the campuses they are able to service, their status as it relates to your furniture lines (volume/market share within the region covered), and Manufacturer showroom location(s) that would pertain to your recommended dealer(s) from which the work will be done if your firm is awarded a contract as a result of this RFP. After Completion, please upload as Attachment #1_Company Name_RFP# 001218 with submission.

Example Dealer	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Best Ever Furnishings & Design Services	UCI, UCLA, UCR, UCSB	Primary Supplier for full product line and all services line close line & open line (Textiles) offerings	Space Planning and Design Services, Project Management, Installation Services)	Los Angeles, Ca.
Proposer Name	Herman Miller, Inc.			
Is UC able to purchase directly?			NO	
Dealer #1	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Pivot Interiors Bay Area/Northern CA - (San Francisco, Fremont, Santa Clara)	UCSF, Berkeley, Santa Cruz, UCOP HQ, Davis, Merced	Certified Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca

Dealer #2	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Pivot Interiors SoCal (Los Angeles, La Marada, Costa Mesa)	Irvine, UCLA	Certified Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca
Dealer #3	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Tri County (Santa Barbara, Ventura)	Santa Barbara	Authorized Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca
Dealer #4	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
MTA (Sacramento)	UC Davis	Certified Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca

Dealer #5	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Facility Designs (Fresno)	Merced	Certified Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca
Dealer #6	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Interior Motions (Emeryville, Pleasanton)	UCSF, Berkeley, Santa Cruz, UCOP HQ	Authorized Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca
Dealer #7	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
CRI (San Francisco)	UCSF, Berkeley, Santa Cruz, UCOP HQ	Certified Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca

Dealer #8	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
The Sheridan Group (Calabasas, Los Angeles, La Palma, San Luis Obispo)	UCLA, UC Irvine	Certified Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca
Dealer #9	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
G/M Business Interiors (San Diego, Riverside, Irvine)	San Diego, Riverside, UCI, UCLA	Certified Herman Miller Dealer	Sales Installation Design Project management Inventory/asset management Moves/reconfigurations Repair (warranty or non-warranty) Asset disposal	Los Angeles, Ca., San Francisco, Ca

Herman Miller works with a diverse network of certified dealers with whom we collaborate to bring the best level of uniform service to our clients. This form includes the list of dealers by name and location of their office, showroom, or warehouse. Due to agreed upon "trade areas" between Herman Miller and Herman Miller certified dealers, some campuses will have access to more than one dealer. In most cases a "primary dealer" or "secondary dealer" can be determined by each UC location due to geographic proximity to a dealer(s). In certain high business concentration markets (Los Angeles and San Francisco), campus or campus departments can choose their preferred dealer among multiple dealers within close geographic proximity.

Implementation Schedule

[illegible]

Please detail 2 large projects, which were performed over the last 12 -18 months. This can include UC projects. Please provide basic project details; approximate size (\$), scope, style of furniture used, timeline, on-time delivery and install dates, and any problems to resolve, etc. . Please provide contact information (Name and Phone Number)

PROPOSER:	Herman Miller
REFERENCE 1 - DEPT.	Information Technology Services
UNIVERSITY NAME	UCSD, Torrey Pines Center (TPC)
ADDRESS	10280 N Torrey Pines Rd, La Jolla, CA 92037
CONTACT PERSON	Sheryl Gerbracht
TITLE	Director, IT Business Office
PHONE	858.534.7339
EMAIL	sgerbracht@ucsd.edu
DATES	Project was installed in 4 phases, but within only a month timeframe. Deliveries began in September 2018 and completed in early October 2018. Project was delivered and installed on time.

	<p>Herman Miller and our dealer partner GM Business Interiors completed the 3rd floor for the IT department. Approximately, \$870,000.</p> <p>Project Scope and Furniture Used: 282 Workstations: Herman Miller: Layout Studio, V1, Renew Link 60 Height Adjustable Tables: V1 with 22 Renew Link workpoints 282 Task Chairs: Mirra 2 9 Conference Rooms: Exclave, Sayl Stools Storage and Filing: Tu Laterals</p> <p>Problems to resolve: UCSD requested a unique butcher block surface that also needed to be FSC rated. We were able to source the custom wood through our Options team, but later found that the FSC rating could not be passed through to UCSD due to internal chain of custody. GM was able to source the butcher block directly from Herman Miller's supplier and maintain FSC rating for UCSD LEED certification.</p> <p>Note: This project was led by a design firm out of Seattle. Herman Miller supported both locally and out of Seattle for all field/design communication. It was a strong network of individuals to keep the A&D firm, UCSD and GM Business Interiors connected.</p>
DESCRIPTION OF SERVICES	
PROPOSER:	Herman Miller
REFERENCE 2 - DEPT.	UCSF
UNIVERSITY NAME	University of California San Francisco
ADDRESS	654 Minnesota Street, San Francisco, CA 94143
CONTACT PERSON	Bruce Lanyon
TITLE	Interim Assistant Vice Chancellor, UCSF Real Estate
PHONE	415.476.8858
EMAIL	bruce.lanyon@ucsf.edu

DATES	Currently programming furniture for a Q1 2021 Install
	<p>Furnishing the new Behavioural Health Building (approx \$6,000,000)</p> <p>UCSF is undertaking a ground-up project for a new Behavioural Health Building in San Francisco that will re-define how Behavioural Healthcare is delivered to patients globally. We are currently several years into researching and designing this world-class facility which will open in 2021.</p> <p>Style of furniture: Herman Miller and others</p> <p>We have made all dates for deliverables and have no problems to resolve.</p>
DESCRIPTION OF SERVICES	
PROPOSER:	Herman Miller
OPTIONAL - REFERENCE 3	
UNIVERSITY NAME	Chapman University
ADDRESS	One University Drive, Orange, CA 92866
CONTACT PERSON	Ken Murai
TITLE	Director of Campus Design
PHONE	714.532.7793
EMAIL	murai@chapman.edu
DATES	April 2018- Keck Center for Science and Technology and November 2017- Reeves Hall

DESCRIPTION OF SERVICES	<p>Our work with Chapman University has included projects Keck Center for Science and Technology, Reeves Hall, Kennedy Hall Law Library and the Brain Institute. These larger projects range in budget of \$150,000 to \$750,00 but the strength of our long term relationship with Chapman University is due to our day-to-day customer service. Many manufacturers perform well on large projects, but the challenge is supporting small orders or small service activities. Herman Miller, in collaboration with our local dealer Pivot, has successfully provided on going customer service maintaining priority and urgency based on the relationship and not volume of the transaction. Our contact at Chapman, Ken Murai say's " Herman Miller has great product that is competitively priced and the service is fantastic. Pivot really makes the difference and together we are a complete package".</p> <p>Problems they are trying to solve/ how we helped</p> <p>Attract and retain students and faculty that would otherwise attend a CA top 10 school- Top quality product that make Chapman a great place to Learn and Work</p> <p>Quick and efficient partner- Ken is a team of one and needs our team to execute</p> <p>Prestige and quality on campus- Quality Products for a great environment</p> <p>Fiscal Responsible- great price with Herman Miller and Pivot team</p>
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The Proposer should provide 3 non-University (i.e.UC) references that clearly demonstrate the Proposer's proven capabilities in performing services of similar size and scope to those required by this RFP.

PROPOSER:	Herman Miller
REFERENCE 1	
COMPANY NAME	County of Los Angeles
ADDRESS	1100 North Easter Ave. Los Angeles, CA 90063
CONTACT PERSON	Eric Carlos
TITLE	Purchasing and Contracts Analyst
PHONE	323.267.2331
EMAIL	ecarlos@isd.lacounty.gov
CONTRACT DATES	01/01/16 - 12/31/19
DESCRIPTION OF SERVICES	Full Line furniture contract Delivery and Installation
PROPOSER:	Herman Miller
REFERENCE 2	
COMPANY NAME	County of San Bernardino
ADDRESS	777 East Rialto Ave. San Bernardino, CA 92415
CONTACT PERSON	Laurie Rozko
TITLE	Director, Purchasing
PHONE	909.387.2060
EMAIL	lrozko@pur.sbcounty.gov
CONTRACT DATES	12/30/16 - 12/31/19
DESCRIPTION OF SERVICES	Full Line furniture contract Delivery and Installation
PROPOSER:	Herman Miller
REFERENCE 3	
COMPANY NAME	St. Luke's Health System
ADDRESS	190 E. Bannock St., Boise, ID 83712
CONTACT PERSON	Debra Staten
TITLE	Sourcing Manager
PHONE	208.706.9665

EMAIL	statend@slhs.org
CONTRACT DATES	2015-2019
DESCRIPTION OF SERVICES	<p>SLHS is the largest health system in Idaho, and consistently rated among the top 100 hospitals in the US. They are the largest employer in Idaho, as well. SLHS was previously a STC standard client, and Herman Miller worked closely with Henriksen Butler Boise to build this partnership. They still have a mandate to seek 2 other quotes on orders over \$50K, but we have won all but one of those bids.</p>

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 University of California (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 Office Furniture and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier 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 Supplier 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 Supplier 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 Supplier 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 Suppliers 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 Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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.

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 Supplier pursuant to this section that directly promotes the Supplier'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 Supplier 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 Supplier 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 Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier 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 Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Suppliers are required to pay an administrative fee of **two** percent (**2%**) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier 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 \$200 million annually. While no minimum volume is guaranteed to Supplier, 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 Supplier and OMNIA Partners.

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 Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers 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 Supplier, 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 Supplier 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 Supplier 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 Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier 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. Supplier is responsible for reporting all sales and paying the

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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 Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier'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.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier 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 Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier'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 Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier 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. Supplier 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

Supplier 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 Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.3 Sales Commitment

Supplier 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. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier 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 Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier.

We are a leading provider of furnishings, tools, and services. Our human-centered approach begins with the study of people, their physical attributes and their behaviors. Based on this research, we work with the world's leading thinkers and designers to design solutions for people, wherever they work, learn, heal, and live. These collaborations yield original designs that marry beauty and utility.

Established in 1905 as Star Furniture, renamed Herman Miller Furniture Company in 1923 by founder D.J. De Pree, we became known as Herman Miller, Inc., in 1960. Our stock became publicly traded in 1970.

We're headquartered in West Michigan, USA, and employ over 7,000 people worldwide. People obtain our products and services through an international network of dealers, retailers, and e-commerce sites. We have a presence on every continent but Antarctica. We make our products in the United States, Brazil, China, Hong Kong, India, and the United Kingdom. We are known globally for our innovative and award-winning designs.

Our family of brands and partners extend our ability to solve more problems more effectively for our customers. People around the world take inspiration from our innovative business practices, our views on leadership, and our stance on sustainability.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

Herman Miller has 334 employees in sales roles covering major metropolitan areas throughout the US.

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

We're headquartered in West Michigan, USA. People obtain our products and services around the world through a network of dealers, retailers, and e-commerce sites. We have a presence on every continent but Antarctica.

North America Showroom locations include:

Atlanta, Chicago, Dallas, Los Angeles, New York, San Francisco, Washington, D.C., and Toronto

D. Annual sales for the three previous fiscal years.

Net sales for Herman Miller for the last 3 years are as follows:

Reporting Period	Net Sales (in millions)
2018-2019	\$2,567.2
2017-2018	\$2,381.2
2016-2017	\$2,278.2

E. Submit FEIN and Dunn & Bradstreet report.

Herman Miller, Inc.'s federal I.D. number is 38-0837640. Herman Miller does not subscribe to Dun & Bradstreet. We subscribe to Experian Business IQ. Our business identification number is 759158937. Our Intelliscore Plus rating is 68 with a Financial Stability Risk of 35, both scores are considered low to medium risk.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

F. Describe any green or environmental initiatives or policies.

At Herman Miller, advocating for the environment is in our DNA, and has been since their founder, D.J. De Pree, declared in 1953, “We will be good corporate neighbors by being good stewards of the environment.”

Designs for the Environment

For over 60 years, respecting the environment has been more than good business practice for Herman Miller—it is the right thing to do. Our 10-year sustainability strategy — Earthright — begins with three principles: positive transparency, products as living things, and becoming greener together.

Earthright Strategy Launched

Earthright is a sustainability initiative that is woven into the fabric of everything we do at Herman Miller; it will help to create a better world. Our guiding principles are: improve by being positively transparent; recognize that our products can be living things; and understand that we can all be greener together. With ambitious goals come challenges, but sound innovative thinking and evolving technologies will enable us to achieve our objectives.

The following are our Earthright goals that include 10-year targets:

Resource Smart

- Zero Waste
- Net Zero Water
- Net Zero Energy

Eco-inspired Design

- All products designed for the environment
- All products BIFMA level 3 certified
- Closed-loop recycling of used product

Community Driven

- All employees engaged in Earthright
- All suppliers committed to be Resource Smart

We measure our performance and regularly report the results to senior management in the Better World Report.

To view or download the better world report please visit:

https://www.hermanmiller.com/content/dam/hermanmiller/documents/a_better_world/Better_World_Report.pdf

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- G. Describe any diversity programs or partners supplier 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.

Herman Miller has had a supplier diversity initiative since 1990 and is the recognized industry leader for supplier diversity, as demonstrated by the awards and recognitions the company has received over the years.

Vision. Help transform the well-being of society by engaging diversely-owned businesses to become part of the solutions that we bring to market.

Mission. Herman Miller's suppliers come to us with a rich mix of talent, competence, and commitment. Their performance and dedication matter a great deal to us; their gender, ethnicity, size, and so on do not. By including a wide range of suppliers in our business community, together we help people do great things.

Pricing does not change when working with a diverse dealer.

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

Herman Miller is classified as a large business.

Most of our business is conducted through our dealer network. It matters to us that we engage dealers who embrace inclusiveness and diversity. We have the following diverse dealers in our distribution network:

16 Woman-owned dealers with 30 locations
5 Minority-owned dealers with 11 locations
2 Service Disabled Veteran owned with 4 locations
1 Veteran owned
1 Ability One Certified owned

We're focused on including more minority- and woman-owned dealers and service partners. And we're ensuring that all our dealers have active and

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

measurable inclusiveness and diversity plans in place to recruit and promote minorities and women from within.

I. Describe how supplier differentiates itself from its competitors.

We Are Where You Need Us to Be

People can choose how they interact with us. From learning more, to buying our products, to getting help using them, their choices are broader and deeper than anyone else in the office furniture industry can offer.

The Leader in Using Lean to Ensure Reliability and Quality

When customers get a delivery date from us, they can count on it. Our reliability score, the percentage of product we make and ship complete, on-time, and defect-free, averaged 96.6 percent in 2018. We can do that because of the Herman Miller Performance System. We're extending it to our dealers, too, so they can deliver and install just-in-time, on the customer's schedule.

We Use Design to Solve Problems and Help Your Business

Design is—and always has been—how we think, learn, communicate, and solve problems for people. Our focus on design thinking extends beyond the products and services we offer, too. Instrumental in establishing the U.S. Green Building Council, we continue to work for improving how buildings are designed and operated.

Insights and Innovations You Won't Find Anywhere Else

We invest over 3 percent of net sales every year in research and development. That investment fuels our creativity in solving problems for our customers. Originality is our goal. Innovation often results, as in the Aeron® chair, but it isn't just limited to products. It's seen in services like Space Utilization, an accurate, unobtrusive way to show how space is actually being used.

Employee Stock Owners Who Are Vested in Your Success

When our customers succeed, every one of us does too. That's because Herman Miller employees with over one year of service own stock in the company, and own the customer relationship. It keeps us all on our toes, looking for ways to do things better for our customers.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

These traits set us apart from others. Our strengths empower us to act on these traits. We've been around for more than 110 years, and we have the business stability to keep on performing. And we have a workforce of people who are deeply connected and passionately involved, committed to turning what is unique about us into what is valuable for our customers.

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

We do not have any material litigation pending against us. We are a defendant in several routine lawsuits customary of companies of our size and in our industry.

- K. Felony Conviction Notice: Indicate if the supplier
- 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.

Herman Miller is a publicly traded company listed on the NASDAQ.

- L. Describe any debarment or suspension actions taken against supplier

Herman Miller has not been "Terminated For Cause" by a government entity in relation to an executed and actionable contract. Further, Herman Miller is not suspended or debarred. This information pertains to the state/local/municipal/educational environment as well as the federal/GSA environment.

Herman Miller was not listed in the federal EPLS (Excluded Parties List System) nor is Herman Miller listed as such (excluded, etc.) in the current www.sam.gov website which has 'absorbed' EPLS into the integrated federal SAM (System for Award Management) website.

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3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Herman Miller offers a wide variety of systems furniture, seating, tables, and storage for your workplace. Our products are designed to work together, functionally and aesthetically, offering virtually endless office design possibilities. Finish and fabric compatibility among product lines allows you to combine product choices throughout the entire workplace to support individual and group work requirements.

The following pages contain some of the primary workspaces, seating, tables, and storage product lines we offer. To see our complete product line offering, visit us at hermanmiller.com.

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

In North America, U.S. Territories and Outlying Areas, Herman Miller products are distributed through a network of over 110 Authorized and Certified Dealers, with almost 230 locations. They provide both products and services and are committed to meeting our quality standards. You can see a list of Herman Miller dealers in your area by visiting hermanmiller.com/dealers.

Currently Herman Miller has 334 employees actively involved in promoting and selling in the state and local segment. In addition, our authorized dealers employ their own sales force that is trained by the local Herman Miller sales team and effectively creates a sales force of over 1,200.

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

Ordering Process

Customer Care and Product Service representatives help facilitate efficient order processing, coordinate product deliveries, resolve service issues, and provide general sales support. They will also be directly involved with special initiatives and various projects to increase work effectiveness and department improvements, and to bring customer service to the next level.

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Prior to order placement, the dedicated Customer Care representative works with the dealer to determine the best way to enter the purchase order. Our line item validation process electronically scans orders for completeness and accuracy. Incomplete orders are immediately presented to the dealer to review.

The dealer representative will make corrections and then send it back through the same process. All validated orders are sent electronically to Herman Miller. After being reviewed again for validity, the orders route to the scheduling department for reviewing of the product list and scheduling the order in the manufacturing process. At this point, an acknowledgment, including a shipping date, is issued. This process generally takes 24-48 hours. Exceptions are modified products or those with Customer's Own Material (COM). Those turnarounds vary with project specifics.

Shipping Process

Herman Miller products are delivered through a highly-trained, professional independent or Herman Miller owned dealer distribution network. Dedicated Customer Care representatives work very closely with our dealerships and our Traffic Department to consolidate and coordinate product delivery.

Herman Miller has approximately 45 contract carriers, with all trucks operated by seasoned professionals who are familiar with Herman Miller products and our customers' delivery expectations. Delivery of product to our customers is accomplished through three outsourced truckload carriers: ALTL is dedicated to the East Coast and Midwest states; VanEerden is dedicated to the West Coast and Southern states; and J-Max, a minority-owned carrier, also covers the East Coast and Southern states.

The primary criteria for choosing a carrier is the geographic location of the customer's delivery address. We have high service primary carriers established for each state, and those primary carriers perform all of the deliveries for each particular state. Secondary criteria considered is as follows: Union carrier requirement, minority owned carrier requirement, expedited delivery requirement, and blanket wrap product requirement.

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

Product is built to order, rather than stocked, and our distribution centers are used to consolidate the entire customer order from various plants and suppliers in order to deliver it exactly when and how the customer needs it. The Herman Miller Performance System, our adaptation of the Toyota Production System, has been applied to our distribution centers to dramatically reduce the cost and complexity of distribution. In addition to Herman Miller Group showrooms, our dealer network brings another 230 locations nationwide. Locate a dealer: hermanmiller.com/where-to-buy/

Distribution Centers

Facility	Location
Herman Miller, Inc.	Holland, Michigan
Design Within Reach	Hebron, Kentucky
Nemschoff Furniture:	Sheboygan, Wisconsin
Geiger Furniture:	Atlanta, Georgia
International	4 locations

Showroom Locations

Herman Miller	Atlanta GA, Chicago IL, Dallas TX, Los Angeles CA, New York NY, San Francisco CA, Washington DC, 15 international locations
DWR	Atlanta GA, Austin TX, Berkeley CA, Brooklyn NY, Cambridge MA, Charlotte NC, Chicago IL, Costa Mesa CA, Dallas TX, Denver CO, Edina MN, Georgetown DC, Houston TX, La Jolla, CA, Larkspur CA, Miami Design District FL, Nashville TN, NYC NY, Oxnard CA, Palo Alto CA, Paramus NJ, Pasadena CA, Portland OR, San Francisco CA, Santa Monica CA, Scottsdale AZ, Seattle WA, Stamford CT, Vero Beach, FL, Yonkers NY, West Hollywood CA, West Palm Beach FL, Westport CT, 5 international locations
Hay	Chicago IL, Costa Mesa CA, Portland OR, 33 international locations

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Geiger	Atlanta GA, Chicago IL, Dallas TX, Los Angeles CA, New York, NY, San Francisco CA, Washington DC, 1 international location
Nemschoff	Sheboygan
Maharam	San Francisco CA, Los Angeles CA, Dallas TX, Atlanta GA, Chicago IL, New York NY, 27 international locations

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 supplier's primary go to market strategy for Public Agencies to supplier'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

Herman Miller, Inc. executive leadership team is actively engaged in our program and our executive sponsors Greg Bylsma and John Michael fully support the value of this program.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Having been a successful US Communities contract holder for nearly 20 years. Herman Miller, Inc. will have no issue immediately implementing our new OMNIA Partners contract. Our executive leadership team fully understands and supports the power of this master agreement. They have empowered our government team to continue leading the way in the State and Local sector. Upon award Herman Miller will immediately begin updating our Sales and Dealer teams who are already extremely confident in the cooperative sales process. We will leverage several capabilities to assist in the training and updating of our teams. These include immediately making information available on our Seals and Dealer learning site, conducting internal and Dealer facing learning webinars or Live broadcasts. Host joint Webinars or Live learning events. Additionally Regional Sales Directors will make training sessions available for local dealers and is

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responsible for explaining the OMNIA Partners Agreement to the entire dealer sales and Local management force.

Herman Millers National Accounts Manager will conduct training sessions to discuss and plan marketing strategy to target Participating Public Agencies and utilize the OMNIA Partners Agreement for all purchases. We will also leverage OMNIA Partners training team to assist in a variety of training engagements.

- 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 Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Week #1 Confirm Marketing Goals for Program

Share Program Goals with Key Internal and OMNIA Partner Stakeholders
Prioritize Deliverables
Confirm Schedule

Week #2 Dealer Notification

Herman Miller Leadership sends notification to Dealers
Herman Miller Leadership sends notification to Herman Miller Sales Organization
Dealer expectations outlined
Herman Miller Sales Team expectations outlined

Week #3 National Announcements

Initiate Social Media Campaign
Create and Implement Press Release(s)

Week #4 Meeting with OMNIA Partners

Review Herman Miller and OMNIA Marketing Plans
Establish Cadence of Marketing Review Meetings
History of marketing collateral what has worked best and prioritize
Review Trade Show Opportunities for Participation

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Week #5 Marketing Collateral and Website Refresh

Redesign Website

Create New Collateral Pieces

Week #6 Marketing Collateral and Website Refresh Continued

Redesign Website

Create New Collateral Pieces

Week #7 Key Customer Communication

e-postcards sent

Invites to key customers to visit Herman Miller in West Michigan

Telemarketing

Week #8 Dealer and Herman Miller Field Sales Training | Webinars

Understanding OMNIA Partners

Contract

Marketing Tools

Key Projects

Support Resources Available

Week #9 OMNIA Partners and Customer Facing Webinars

Introduction to Herman Miller

Dealer Network

Services Provided

Contract

Week #10 Herman Miller Regional Sales Leadership | Webinar

Update on program's first 8 weeks

Review Commitments

Understanding OMNIA Partners

Establish Regional Goals

Identify Key Agencies to target per region

Week #11 Herman Miller West Michigan - Dealer and Herman Miller

Field Sales Training

Product Training

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What's working and what's not with roll out
Contract Detail

Week #12 Herman Miller West Michigan - OMNIA Partners and/or Key Agency Visit

Review Program roll out to date
Performance to date on marketing plan roll out
Herman Miller introduction People | Performance Environments |
Technology | Collaboration

- i. Creation and distribution of a co-branded press release to trade publications

Upon award of Contract, Herman Miller's Communications and Media representative, will work with OMNIA to determine appropriate press release channels

- ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

Herman Miller has an established State and Local Government website and will publish the announcement of the award, Contract details and relevant information on the newly created OMNIA Partners section as soon as the award is made. View a sample site at:
hermanmiller.com/solutions/government/us-state-and-local-government/

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Herman Miller will produce several co-branded marketing materials. Please see sample included on the next page.

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HermanMiller
Government



Working Together for You

Herman Miller and OMNIA Partners

Save Time and Money with Cooperative Purchasing

When you use the OMNIA Partners, Public Sector Cooperative Purchasing Program, there is no need to seek multiple bids. Contracts have already been competitively solicited and awarded by a lead public agency, so you save time and money by skipping the bid process. And by aggregating the demand of multiple state/local government and education customers, as well as other public agencies and nonprofits, you get the best prices on Herman Miller products.

OMNIA Partners, Public Sector Cooperative

OMNIA Partners is the nation's largest and most experienced cooperative purchasing organization for the public sector. OMNIA Partners delivers cost savings for products and services while reducing administrative costs associated with competitive bids for state and local government agencies, educational institutions, and nonprofits nationwide.

Together, we connect thousands of public agencies and educational institutions with hundreds of supplier partners for combined purchasing power.

Savings

There is no cost or commitment to participate. An impartial lead public agency competitively solicits, evaluates, and awards all contracts.

Efficiency

Reduces time and resources required for contract solicitation. The transparent process protects your ethical, legal, and financial interests.

Value

Use of cooperative contracts reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide.



OMNIA
PARTNERS

OMNIA PARTNERS EXHIBITS
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- 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 supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Herman Miller is committed to participating in NIGP as well as numerous other conferences and events.

- 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 Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Herman Miller is Commitment to attend, exhibit and participate at the NIGP Annual Forum in the OMNIA Partners pavilion. Additionally, we fully support the overall efforts of this event and its success.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Herman Miller does very little print advertising. Should Herman Miller advertise the OMNIA Partners agreement, it will be in publications appropriate to the OMNIA Partners audience.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Herman Miller will continue to market and promote this agreement and its impact on our customers thru the publication of Case Studies, Videos, Testimonials and more.

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- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Upon award Herman Miller will create an OMNIA partners section on our State and Local section of hermanmiller.com We have also already established the following phone and email for this agreement:

OMNIA Partners Hotline: 866.322.0700

Email: OMNIApartners@hermanmiller.com

- C. Describe how Supplier 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) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Herman Miller currently holds a US Communities and NASPO Valuepoint contract. US Communities has been our lead contract for almost 20 years. Given that the lions share of our volume is driven by our US Communities contract that expires in 2020 we do not anticipate having any issue transitioning that business to our new OMNIA Partners agreement. Our OMNIA Partners agreement will remain as our most favorable agreement in this marketplace from Pricing to Services and Product offering. Our customers have come to depend on our ability to maintain a national agreement that offers the best pricing, Product portfolio and services in the industry.

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- D. Acknowledge Supplier 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.

Herman Miller will provide our logo upon request. Permission granted for use of Herman Miller logo is on a per-use basis only as approved by an appropriate Herman Miller representative.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods 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 Supplier'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
 - iv. Non-exclusive

Herman Miller takes great pride in serving the State and Local market place and providing our customers with amazing solutions one time and under budget. We are committed to our customers and are very proactive in following up on and leads or requests. Herman Miller and our dealers are well aware and versed in the tenors of this agreement and include them in our marketing information, Sales Presentations and learning events.

- F. Confirm Supplier 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
 - iv. Knowledge of benefits of the use of cooperative contracts

Herman Miller prides its self in one of the industry's most innovative learning platforms. The Herman Miller sales and dealer sales teams have access to learning on demand content, that includes self-study, Video on demand, Live broadcast as well as in person learning all devoted to the features and benefits of the master agreement. Additionally, Herman Miller will work in conjunction with the OMNIA Partners teams to provide additional training content and sessions.

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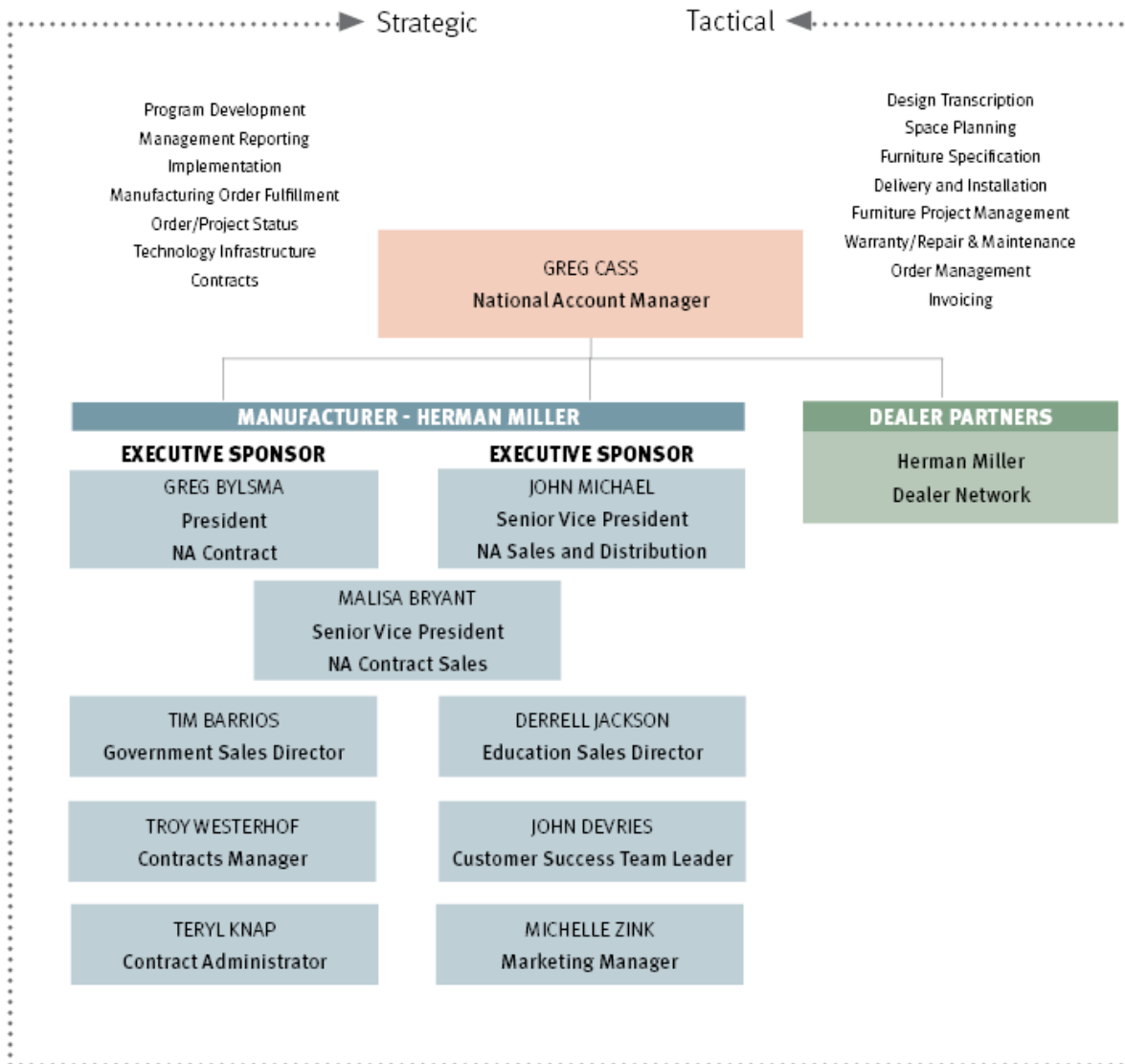
G. Provide the name title, email and phone number for the person(s), who will be responsible for:

- i. **Executive Support**
Malisa Bryant, SVP of NA Contract Sales,
malisa_bryant@hermanmiller.com, 616.298.1692
- ii. **Marketing**
Michelle Zink, Sales Tools Specialist,
michelle_zink@hermanmiller.com, 616.485.2242
- iii. **Sales**
Greg Cass, National Account Manager, greg_cass@hermanmiller.com,
201.341.1005
- iv. **Sales Support**
John Devries, Customer Success Team,
john_devries@hermanmiller.com, 616.654.8613
- v. **Financial Reporting**
Teryl Knap, Contract Administrator, teryl_knap@hermanmiller.com,
616.654.3170
- vi. **Accounts Payable**
Teryl Knap, Contract Administrator, teryl_knap@hermanmiller.com,
616.654.3170
- vii. **Contracts**
Troy Westerhof, Contracts Manager,
troy_westerhof@hermanmiller.com, 616.654.7074

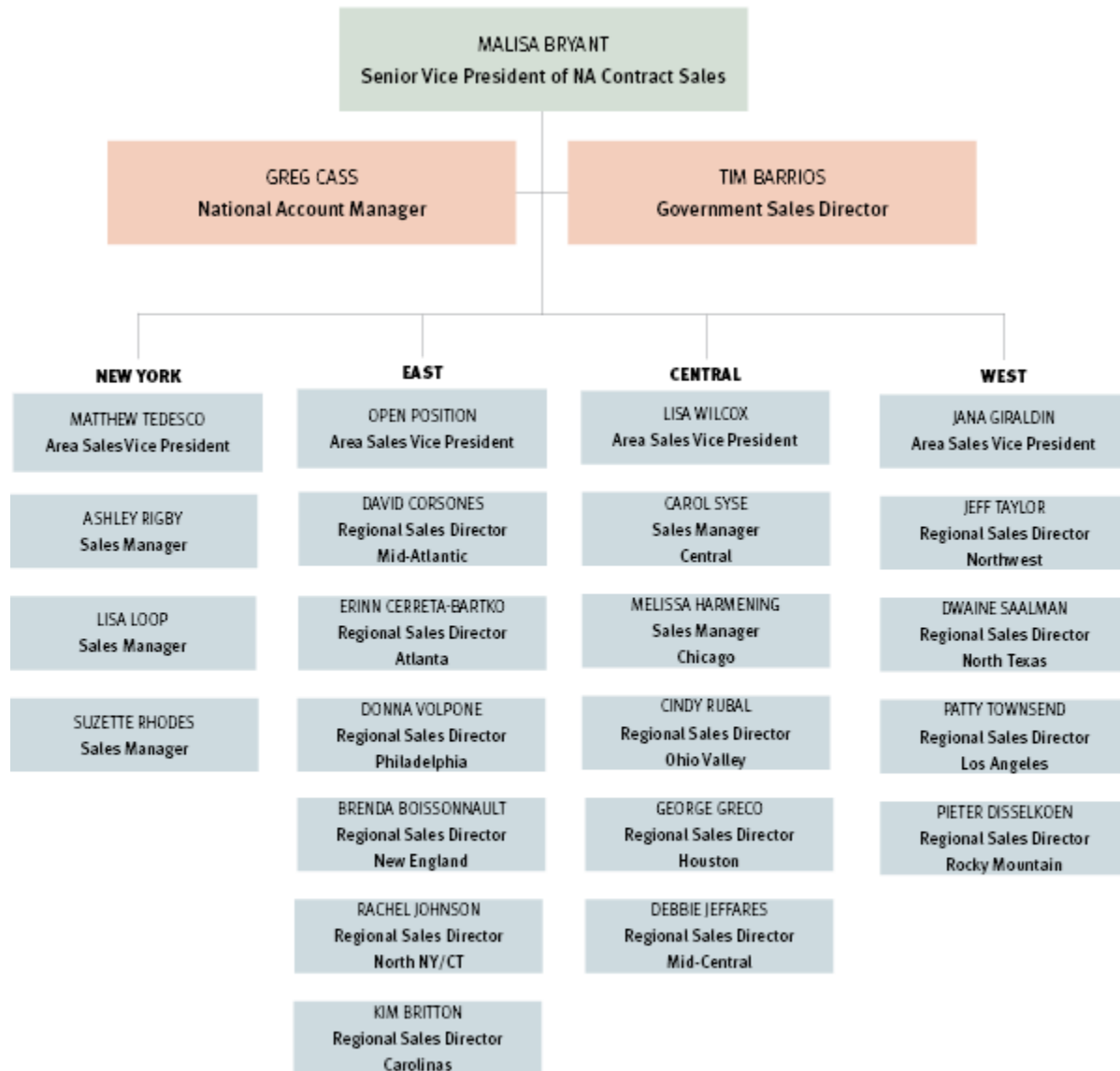
H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Org charts have been provided on the following two pages to describe Herman Miller's national sales force structure. Contact information and sales leadership info follows.

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Greg Cass, National Account Manager

Greg_cass@hermanmiller.com

201.341.1005

Greg Cass leads a core team focused on the management and administration and sales efforts of the OMNIA Partners program. This is a team of high performing individuals with extensive experience in this market and a track record of achieving superior results. As an organization, Herman Miller and our network of dealers have worked with the U.S. Communities Program since 2001. Over this period we have gained extensive knowledge of the program and the program participants.

Greg has served as Government Sales Manager at Herman Miller for the last 9 years and currently leads Herman Miller's State & Local government strategy. His responsibilities include acting as the national lead for our US Communities (OMNIA Partners) contract, as well as our NASPO ValuePoint contract. Greg also oversees Herman Miller's portfolio of State Contracts around the country.

With over 20 years of industry experience and extensive expertise working across U.S. Federal, State, and Local government agencies, Greg will run point in deploying appropriate Herman Miller resources throughout the contract life span. His leadership and guidance with Herman Miller and the dealer sales teams will ensure our collective success with this contract.

Malisa Bryant, Senior Vice President of NA Contract Sales

malisa_bryant@hermanmiller.com

616.298.1692

Malisa makes it her business to understand a customer's needs and expectations, anticipate concerns, and seize every opportunity to take measures that might make their jobs a little easier. Whether setting priorities, implementing processes, or figuring out organizational structure, she always considers the customer first and how the action taken might affect them.

Malisa joined Herman Miller in 2013. Prior to her current role, Ms. Bryant was the Vice President and General Manager of Focused Markets where she worked with cross-functional teams and resources to provide differentiated

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market offerings and cross-segment solution packages to build Herman Miller's overall performance and exceed customers' expectations. With over 20 years in the office furniture industry, Ms. Bryant brings years of successful experience in Sales, Customer Support, Operations, Strategic Account Management, and has a passion for developing the next generation of Sales Leadership.

Tim Barrios, Government Sales Director

tim_barrios@hermanmiller.com
616.654.3457

Tim is the Director of Government Sales, responsible for developing and implementing a successful and sustainable Government sales strategy. He joined Herman Miller in 2000 and joined the Government Sales Team in 2009, serving in a variety of roles before taking his current position in 2013. Tim is inspired by the idea that Herman Miller can serve a customer who serves our nation and communities by being creative and innovative in a complex market segment. He studied Business Management at Davenport University and has also served on the Board of Advisors for the Coalition for Government Procurement.

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

Greg Cass our National Program Lead will be the high level contact for all of the OMNIA Partners Regional Managers. In addition Each Herman Miller local sales team led by the Regional Sales Director. They will work with their local network of dealers to develop a strategic plan to pursue eligible program users. This strategic plan will be developed in collaboration with the OMNIA Partners team based on shared information and available market data. These plans will be updated periodically as new information becomes available. Dealers will be an active participant in the process and will be measured on results.

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- J. Explain in detail how Supplier 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.

Our National Program lead is ultimately responsible for all activities under the Master Agreement. They will lead and coordinate with all internal departments involved in the execution of the agreement. Those internal business partners include:

National Accounts Manager – Greg Cass

Responsible for:

- Overall program leadership
- Compliance, strategy development, and success
- Developing and attaining sales and financial objectives integrated with the corporate plan
- Providing program and compliance training, expertise and direction to regional sales Directors and their teams
- Working with regional sales directors (RSDs) to integrate the national strategy with the local markets
- Serving as a key contact at Herman Miller for Program and strategy related issues.

Program Contract Manager – Troy Westerhof

Responsible for:

- Managing general program pricing and compliance on an ongoing basis
- Management and administration of the Program Agreement
- Providing legal and contractual direction regarding program commitments and requirements
- Serving as the key contact at Herman Miller for all legal, contract and compliance issues.

Area Vice President's

Responsible for:

- Successfully growing assigned market by implementing business strategies related to products and services across commercial/healthcare/government customer/market segments

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- Ensuring that customers have an unequaled experience in their interactions with HMI and our people.

Regional Sales Director and Sales Managers

Responsible for:

- Developing, leading, and motivating the MSA/Regional selling team (staffing, training, coaching), striving for improved performance and managing the MSA/Region business activities
- Responsibilities include:
 - Dealer sales planning and market share growth
 - Progress against the revenue goal for the MSA/Region.
 - OMNIA Partners Local program and strategy development
 - sales team and dealer training
 - Alignment of sales resources under the U.S. Communities program
 - Integration of the U.S. Communities program goals and strategy into the overall plan for the MSA/Region

Operations/Marketing

Responsible for:

- Managing all aspects of trade show program participation and activities
- Developing marketing and promotional materials
- Coordinating regional training sessions.
- Directing or facilitating website development and maintenance work with IT resources

Reporting/Project Coordinator – Teryl Knap

Responsible for:

- Managing the reporting and rebate process in compliance with the U.S. Communities program requirements, including accuracy and timeliness of the output

Education Sales Director

Responsible for:

- Directs a skilled team of learning experts assisting in building relationships in the education community leveraging the U.S. Communities program
- Leads the effort to expand the understanding of evolving learning trends and the impacts on higher education environments

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- Helps clients solve the important equation required to create effective learning spaces (people + pedagogy + place = possibilities), through involvement with learning institutions.

Specific areas of contribution:

- Maintaining a strong focus on researching changes in teaching and learning and how space can support this evolution
- Developing knowledge and insights that will assist Higher Education leadership in shaping new approaches to campus learning spaces
- Working with clients to develop new approaches to campus learning spaces (learning space strategy, observation, design criteria, change management, etc.)
- Assessment efforts that help leadership understand the impact that space can have on teaching and learning

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

For fiscal year 2019 Herman Miller's public agency sales were in the Hundreds of millions of dollars.

As a publicly traded company Herman Miller does not disclose financial information that is not included in our financial reporting requirements. For clarity we have provided the following:

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Top 10 customers*

Customer #1	City Business	\$ 11,997,094
Customer #2	State Business	\$ 8,618,056
Customer #3	University Business	\$ 4,486,418
Customer #4	State Business	\$ 4,014,863
Customer #5	Education Customer	\$ 3,902,757
Customer #6	University Business	\$ 3,337,685
Customer #7	State Business	\$ 2,922,731
Customer #8	University Business	\$ 2,848,090
Customer #9	University Business	\$ 2,754,268
Customer #10	County Business	\$ 2,419,919

* Herman Miller takes its customers confidentiality seriously and we honor our customers' non-disclosure/confidentiality clauses in their contracts and do not disclose specific customer data to entities other than that customer.

- L. Describe Supplier'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.

At Herman Miller, information technology is used to achieve outstanding speed and consistency throughout the order/supply/manufacturing chain. Combined with our commitment to process discipline, strict attention to detail and a clearly defined business model based on a total value chain, the end result is unparalleled reliability for the end customer.

Order Processing

Customer Care and Product Service Representatives help facilitate efficient order processing, coordinate product deliveries, resolve service issues, and provide general sales support. Prior to order placement, a dedicated Customer Care representative works with the dealer to determine the best way to enter the purchase order.

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The ordering process involves the following steps:

The dealer specifies the customer sales order in CET Designer with Herman Miller's extension, specIT, and / or other office furniture design and specification tools.

The dealer imports an industry standard file format into their DBOS (dealer business operating system), i.e. DDMS, Khameleon, Team-Design. As the sales order might involve multiple manufacturers, product on hand at the dealer, and services, appropriate purchase orders are generated.

Purchase orders are then electronically validated for accuracy through Herman Miller's web-based platform, Omni Order Manager using an industry standard file format coming from the DBOS.

The dealer receives and reviews an acknowledgement line by line to verify that there were no specification errors and that the correct customer contract number was used to ensure accurate discounting.

After successful validation, the purchase orders are sent to Herman Miller's ERP (Enterprise Resource Planning) system.

The order is scheduled into the manufacturing process and a shipment notice sent to the dealer. If order changes are needed, the dealer uses Omni Customer Care Forms to electronically start the order change request work flow. Depending on the request, Customer Care and/or Order Entry will review the request and document any necessary changes to ensure accuracy.

Under this agreement orders are issued directly to our authorized dealers. The dealer would issue an invoice thru there DBOS (dealer business operating system) in the format required by the customer (electronic, printed or transmitted) and would receive payment via wire or electronic transfer, Check or P Card. (Transaction fees may apply on P card payments)

- M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the

OMNIA PARTNERS EXHIBITS
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Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ 0.00 in year one
\$ _____ 0.00 in year two
\$ _____ 0.00 in year three

To the extent Supplier 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, Supplier may respond with lower pricing through the Master Agreement. If Supplier 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 Supplier’s strategies under these options when responding to a solicitation.

Herman Miller’s program is mature in nature and our internal and dealer sales teams have made great strides in positioning the value of agreements of this nature and the savings that come with bid avoidance. We do also understand that some agencies are prone to bidding regardless. In the event that Herman Miller receives a bid from an eligible or already registered customer we would respond with the discounts established in our master agreement or deeper and report such sales under the program. In the rare event that we were not allowed to respond using the Master agreement we would leverage two options: One would be to respond with less favorable pricing driving the value of using the master agreement. The second would be to work with the OMNIA Partners regional managers to help promote or educate the customer on the master agreement and its benefits.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Additionally, internally we have several compliance checks that would prevent our dealer from selling outside the master agreement to an eligible or registered customer. These compliance checks include limited access to discounting outside of this program, Our regional contracts managers check all potential customers against the eligibility database as well as having intimate knowledge of the markets they cover. Lastly our business system will reject any order that does not contain a customer ID number. This number is used to identify the customer type and tie them to a specific contract or discounting. In the rare event that a customer does not want to participate in this agreement or is partied to another agreement, despite our best efforts to show the value of this program, Herman Miller would respond to that customers request in an unencumbered manner.

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.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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 as detailed in the terms of the contract.

Does offeror agree? YES JL 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."

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 JL 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 JL 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 JL Initials of Authorized Representative of offeror

(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 **JL** 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 **JL** 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 Executive Office of the President Office of Management and Budget (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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES **JL** 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.

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 JL 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 JL 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 JL 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. **PLEASE NOTE: When advised by the Participating Agency that specific entities or purchases are subject to this provision, Herman Miller will propose/supply only items which are compliant with BAA.** JL 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 documents, papers, or other records of offeror that are 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 JL 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 JL 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: Herman Miller Inc.

Address, City, State, and Zip Code: 855 East Main Avenue, Zeeland, Michigan, 49464

Phone Number: 616-654-3000

Fax Number: 616-654-8278

Printed Name and Title of Authorized

Representative: Jay Lanenga, Director of Commercial Contracts

Email Address: jay_lanenga@hermanmiller.com

Signature of Authorized Representative:



Date:

8-19-19

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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: Herman Miller Inc.

Street: 855 East Main Avenue

City, State, Zip Code: Zeeland, Michigan, 49464

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 Jay Lanenga _____, an authorized representative of Herman Miller 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
BlackRock, Inc	55 East 52nd Street New York, NY	11.66%

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

8-19-19 
Date

Director of Commercial Contracts
Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Herman Miller

Street: 855 East Main Avenue

City, State, Zip Code: Zeeland, Michigan, 49464

State of Michigan

County of Ottawa

I, Jay Lanenga of the Zeeland
Name City

in the County of Ottawa, State of Michigan
of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of Commercial Contracts of the firm of Herman Miller 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.

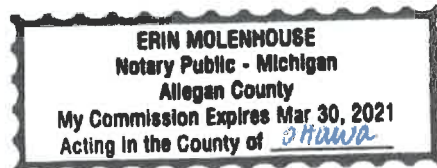
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Herman Miller Inc.
Company Name

[Signature]
Authorized Signature & Title
Title: Director of Commercial Contracts

Subscribed and sworn before me

this 19th day of August, 2019
Erin K. Molenhouse
Notary Public of Michigan
My commission expires March 30, 2021



SEAL

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3

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

Company Name: Herman Miller Inc.
Street: 855 East Main Avenue
City, State, Zip Code: Zeeland, Michigan, 49464

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.

8-19-19

Date


Authorized Signature and Title

Title: Director of Commercial Contracts

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/purchase/contract_compliance/pdf/aa302rev.pdf

SECTION A - COMPANY IDENTIFICATION

1 FID NO. OR SOCIAL SECURITY 38-0837640	2 TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 5795
4 COMPANY NAME Herman Miller Inc		
5 STREET 855 East Main Avenue	CITY Zeeland	COUNTY Ottawa
	STATE MI	ZIP CODE 49464
6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7 CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10 PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	INAGU DATE	ASSIGNED CERTIFICATION NUMBER


SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL 1 TOTAL (Cols 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/Managers	199	128	71	2	7	0	0	131	1	4	0	2	66
Professionals	512	258	254	5	8	1	13	231	5	11	1	6	231
Technicians	30	24	6	0	2	0	0	22	1	2	0	0	3
Sales Workers	89	30	59	0	2	0	0	28	1	2	0	0	56
Office & Clerical	62	18	44	1	1	0	0	16	0	5	0	2	37
Craftworkers (Skilled)	84	80	4	0	3	1	3	73	0	0	0	0	4
Operatives (Semi-skilled)	713	434	279	17	67	3	21	326	10	57	1	14	197
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	11	9	2	0	1	0	0	8	0	0	0	0	2
TOTAL	1700	981	719	25	91	5	37	835	18	81	2	24	596
Total employment from previous report (if any)	1750	1030	712	27	92	6	35	878	19	91	1	21	580
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above												

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1 Visual Survey <input checked="" type="checkbox"/> 2 Employment Record <input type="checkbox"/> 3 Other (Specify)	14 IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/>	15 IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 7 30 19
13 DATES OF PAYROLL PERIOD USED From: 11/18/2018 To: 12/1/2018		

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type) KRISTIA CNOSSON	SIGNATURE 	TITLE Sr. Performance & Accountability Mgr	DATE MO DAY YEAR 7 30 19
17 ADDRESS NO & STREET 855 East Main Ave	CITY Zeeland	COUNTY Ottawa	STATE MI
	ZIP CODE 49464	PHONE (AREA CODE, NO, EXTENSION) 616-654-3400	

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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 it 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.

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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 EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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.**

* 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:	Herman Miller Inc.		
Address:	855 East Main Avenue		
City:	Zeeland	State: Michigan	Zip: 49464

Signature  Printed Name **Jay Lanenga** Title **Director of Commercial Contracts**

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]

Requirements for National Cooperative Contract
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**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**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.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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:

Name:	Name:
Home Address:	Home Address:
BlackRock Inc., 55 East 52nd Street, New York, NY 10055	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 19 day of August, 2019

(Notary Public) Erin K. Molenhouse

My Commission expires: March 30, 2021

Deanna Larson
(Affiant)

Deanna Larson, Paralegal
(Print name & title of affiant)

(Corporate Seal)

**ERIN MOLENHOUSE
Notary Public - Michigan
Allegan County**

**My Commission Expires Mar 30, 2021
Acting in the County of Ottawa**

Requirements for National Cooperative Contract
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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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

Quote Number: RFP # 001218

Bidder/Officer: Herman Miller Inc.

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. 26, 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/Officer _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer 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): Jay Lanenga

Signature: 

Title: Director of Commercial Contracts

Date: 8-19-17

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HERMAN MILLER, INC.
Trade Name:
Address: 855 E MAIN AVE
ZEELAND, MI 49464-1366
Certificate Number: 0092565
Effective Date: July 01, 1966
Date of Issuance: June 25, 2019

For Office Use Only:
20190625095902717