

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 08/19/25

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with MillerKnoll, Inc., doing business as Herman Miller, Inc., for Department of General Services.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Elizabeth Jefferson</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>7/31/2025 4:23 PM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennine Reed/mjw</u>

ADMINISTRATION	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
Approved by Administration: _____	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with MillerKnoll, Inc., doing business as Herman Miller, Inc., for furniture, installation, related products and services for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County (“Metro”) to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between the city of Charlotte, a state of North Carolina local government, and MillerKnoll, Inc., dba Herman Miller, Inc.; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro Departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between the city of Charlotte and MillerKnoll, Inc., dba Herman Miller, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Jesse V. O'Leary

Assistant Metropolitan Attorney

Ava.Elsaghir@Nashville.gov

Ava Elsaghir

Submission Date

Jun 27, 2025 4:01 PM

What is your name?

Ava Elsaghir

What is your department?

General Services Department

What is your email address?

Ava.Elsaghir@Nashville.gov

What is your phone number?

(615) 930-6049

In addition to your department, will other Metro departments be utilizing this cooperative?

Yes.

If other Metro departments will be utilizing this cooperative, list them here:

Possibly Metro water and Library

How much do you estimate spending on this cooperative contract?

\$1,000,000.00

What is the cooperative entity?

Cooperative - Omnia.

What is the lead agency?

City of Charlotte, NC

Who is the supplier?

Alfred Williams

Is the supplier registered in iSupplier?

Yes.

If yes, what is the supplier's ISN?

1545

What is the contract number?

2020000622

When did the contract start?

When did the contract start?

Jan 1, 2020

When does the contract end?

Dec 31, 2026

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Furniture Brands - in particular Knoll brand that has been recently added to Herman Miller manufacturer. The cooperative specifies that Purchase orders should go through authorized dealers not the manufacturer. So, Alfred Williams is their local authorized dealer.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

Metro Currently has 11 furniture contracts but Knoll Brand was not included in the list of brands. However, current Alfred William contract # 6508737 is for Herman Miller furniture brands but didn't include knoll at that time since Knoll recently has merged with Herman Miller

Upload the original contract from the lead agency.



269-2019-105_AZC_2020_1_28.pdf
35.64 KB



2020000622_Herman_Miller_MAD_2020_1_1.pdf
5.25 MB



269-2019-105_BAM_2019_12_9.pdf
963.38 KB



2020000622_Herman_Miller_AWL_2020_1_28.pdf
121.5 KB



Herman_Miller_2020000622-1.pdf
203.31 KB



Herman_Miller_-_2020000622-2.pdf
695.4 KB



2020000622-3_-_Herman_Miller.pdf
483.22 KB



2020000622-6_Citywide_Furniture_Herman_Miller_Executed.pdf
556.15 KB



HM_2020000622-7_Executed_Amendment.pdf
3.82 MB



2020000622-8_Executed_Amendment.pdf
9.78 MB



2020000622-9_Executed_Amendment.pdf
5.32 MB



269-2019-105_Furniture_Addendum_1.pdf
115.21 KB



269-2019-105_Furniture_Addendum_2.pdf
453.53 KB



269-2019-105_Furniture_Addendum_3.pdf
876.46 KB



RFP_269-2019-105-_Furniture_-_Bidders_List.pdf
67.76 KB



RFP_269-2019-105-_Furniture_-_Bidders_List (1).pdf
67.76 KB



RFP_269-2019-105_BRL_2020_1_28.pdf
826.22 KB



RFP_269-2019-105_BRL_2020_1_28 (1).pdf
826.22 KB



Proof of Publication.pdf
4.08 MB

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



2020000622_Herman_Miller_EXS_2020_1_28_7586.pdf
109.6 KB



Proof of Publication_5365.pdf
4.08 MB

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **furniture, installation and related products & services from Miller Knoll via Omnia contract #202000622** is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative is **\$425,071.00**.

The cooperative was requested by the **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Omnia; the lead agency is City of Charlotte. City of Charlotte is a public institution in North Carolina that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 16 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**41% average off MSRP**) leverages both the scale of Omnia membership and the competition of 16 offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$425,071.00.**

Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Zak Kelley
07/02/2025



Cooperative Request Signature Form

Co-Op Request Number	c2025093
Date Received	June 30, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

7/2/2025 | 4:32 PM CDT

Date Signed



USFR Compliance Questionnaire for RFP # _

	YES/NO	COMMENTS
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads and Affidavits
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Bidders List
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	41 Days
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	RFP Document
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	YES	1.4 Award Basis
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	YES	
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	YES	
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	YES	

	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the IFB? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	RFP
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	YES	
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	N/A	

	<u>YES/NO</u>	<u>COMMENTS</u>
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	PPA CERTIFICATE
For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test <u>all</u> such procurements.		
10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	

Stephanie C. Kelly
December 9, 2019Charlotte-Mecklenburg
Government Center
600 East 4th Street
Charlotte, NC 28202

City of Charlotte

Agenda Date: 12/9/2019

Agenda #: 29.File #: 15-12072 Type: Consent Item

Furniture, Installation, and Related Products and Services**Action:****A. Approve contracts with the following companies for furniture, installation, and related products and services for an initial term of five years:**

- Exemplis LLC,
- Haworth, Inc.,
- Herman Miller, Inc.,
- Knoll, Inc.,
- Teknion LLC, and

B. Authorize the City Manager to renew the contracts for up to two, one-year terms with possible price adjustments and to amend the contracts consistent with the purpose for which the contracts were approved.**Staff Resource(s):**Phil Reiger, General Services
Kay Elmore, General Services**Explanation**

- These contracts will provide furniture and furniture installation services for new and existing city facilities.
- Examples of furniture include office desks, chairs, bookcases, filing cabinets, and conference tables and chairs, as well as other related products such as airport tandem seating.
- On June 19, 2019, the city issued a Request for Proposals (RFP) on behalf of OMNIA Partners; 16 responses were received.
- OMNIA Partners is a national cooperative program which reduces costs by combining the volume and purchasing power of public agencies nationwide. OMNIA Partners selected the city to solicit proposals for these products and services.
- The companies selected best meet the city's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- Total expenditures are estimated to be \$5,000,000 in the first year. Expenditures in subsequent years are conditional on operating and capital budget appropriations.

Charlotte Business INclusionEstablished MWSBE Goal: 10.00%
Committed MWSBE Goal: 10.00%

The companies committed to 10.00% of the total furniture, installation, and related products and services contract to the following certified firms (Part B: Section 2 of the Charlotte Business INclusion Policy):

- Exemplis LLC
 - Forms & Supply, Inc. (WBE) (10%) (Installation, Project Management, and Design Services)
- Haworth, Inc.
 - Connect Systems, Inc. (MBE) (10%) (Installation)

Agenda #: 29.File #: 15-12072 Type: Consent Item

- Herman Miller, Inc.
 - Cabro LLC (WBE) (10%) (Installation)
- Knoll, Inc.
 - Connect Systems, Inc. (MBE) (8%) (Installation)
 - SYNQ Marketing Group LLC (SBE) (2%) (Installation)
- Teknion LLC
 - Evergreen Arts & Plants (WBE) (10%) (Installation, Project Management, and Design Services)

Fiscal Note

Funding: Various Departments' Operating Budgets, Capital Investment Plan, and Grant Funds

Carothers, Genetta

From: Carothers, Genetta
Sent: Monday, November 18, 2019 12:12 PM
To: 'Derek Cairo'
Cc: Ewing, Karen; Betha, Skyne
Subject: RFP 269-2019-105 - Furniture, Installation and Related Products and Services (Exemplis)

Good afternoon,

SENT VIA EMAIL

Re: Furniture, Installation and Related Products and Services, RFP 269-2019-105

Dear Mr. Cairo:

The City of Charlotte ("City") wishes to thank you for participating in its Furniture, Installation and Related Products and Services solicitation process. After careful evaluation, the City has chosen to recommend the award of the Contract to your company. Congratulations on winning the recommendation for award for this important solicitation!

Final award of this contract is contingent upon City Council approval, which will be solicited on December 9, 2019 and City Manager approval. Additionally, the ability to provide your proposed solution and full cooperation with the City's contractual requirements is necessary. Procurement staff will be in touch shortly to discuss the contracting process.

Should you have any additional questions regarding this procurement effort or need any additional information, please do not hesitate to contact me directly.

As always, thank you for your interest in doing business with the City of Charlotte. We look forward to a productive and professionally rewarding relationship.

Genetta N. Carothers, A.P.P.; CLGPO
CCPA Program Administrator

City of Charlotte
Department of General Services
City Procurement
600 East Fourth Street, CMGC – 9th Floor
Charlotte, North Carolina 28202-2850

Email: gcarothers@charlottenc.gov
Phone: 704.336.5195
Fax: 704.632.8257

Carothers, Genetta

From: Carothers, Genetta
Sent: Monday, November 18, 2019 12:14 PM
To: 'Matt Corl'
Cc: Ewing, Karen; Betha, Skyne
Subject: RFP 269-2019-105 - Furniture, Installation and Related Products and Services (Haworth)

Importance: High

Tracking:	Recipient	Read
	'Matt Corl'	
	Ewing, Karen	Read: 11/18/2019 12:15 PM
	Betha, Skyne	Read: 11/18/2019 12:22 PM

Good afternoon,

SENT VIA EMAIL

Re: Furniture, Installation and Related Products and Services, RFP 269-2019-105

Dear Mr. Corl:

The City of Charlotte ("City") wishes to thank you for participating in its Furniture, Installation and Related Products and Services solicitation process. After careful evaluation, the City has chosen to recommend the award of the Contract to your company. Congratulations on winning the recommendation for award for this important solicitation!

Final award of this contract is contingent upon City Council approval, which will be solicited on December 9, 2019 and City Manager approval. Additionally, the ability to provide your proposed solution and full cooperation with the City's contractual requirements is necessary. Procurement staff will be in touch shortly to discuss the contracting process.

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Email: gcarothers@charlottenc.gov
Phone: 704.336.5195
Fax: 704.632.8257

Carothers, Genetta

From: Carothers, Genetta
Sent: Monday, November 18, 2019 12:16 PM
To: 'greg_cass@hermanmiller.com'; Jay Lanenga
Cc: Ewing, Karen; Betha, Skyne
Subject: RFP 269-2019-105 - Furniture, Installation and Related Products and Services (Herman Miller)

Importance: High

Tracking:	Recipient	Read
	'greg_cass@hermanmiller.com'	
	Jay Lanenga	
	Ewing, Karen	Read: 11/18/2019 12:46 PM
	Betha, Skyne	Read: 11/18/2019 12:22 PM

Good afternoon,

SENT VIA EMAIL

Re: Furniture, Installation and Related Products and Services, RFP 269-2019-105

Dear Mr. Lanenga and Mr. Cass:

The City of Charlotte ("City") wishes to thank you for participating in its Furniture, Installation and Related Products and Services solicitation process. After careful evaluation, the City has chosen to recommend the award of the Contract to your company. Congratulations on winning the recommendation for award for this important solicitation!

Final award of this contract is contingent upon City Council approval, which will be solicited on December 9, 2019 and City Manager approval. Additionally, the ability to provide your proposed solution and full cooperation with the City's contractual requirements is necessary. Procurement staff will be in touch shortly to discuss the contracting process.

Should you have any additional questions regarding this procurement effort or need any additional information, please do not hesitate to contact me directly.

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Genetta N. Carothers, A.P.P.; CLGPO
CCPA Program Administrator

City of Charlotte
Department of General Services
City Procurement
600 East Fourth Street, CMGC – 9th Floor
Charlotte, North Carolina 28202-2850

Email: gcarothers@charlottenc.gov

Carothers, Genetta

From: Carothers, Genetta
Sent: Monday, November 18, 2019 12:17 PM
To: Wayne McDorman
Cc: Ewing, Karen; Betha, Skyne
Subject: RFP 269-2019-105 - Furniture, Installation and Related Products and Services (Knoll)

Importance: High

Tracking:	Recipient	Read
	Wayne McDorman	
	Ewing, Karen	Read: 11/18/2019 12:46 PM
	Betha, Skyne	Read: 11/18/2019 12:22 PM

Good afternoon,

SENT VIA EMAIL

Re: Furniture, Installation and Related Products and Services, RFP 269-2019-105

Dear Mr. McDorman:

The City of Charlotte ("City") wishes to thank you for participating in its Furniture, Installation and Related Products and Services solicitation process. After careful evaluation, the City has chosen to recommend the award of the Contract to your company. Congratulations on winning the recommendation for award for this important solicitation!

Final award of this contract is contingent upon City Council approval, which will be solicited on December 9, 2019 and City Manager approval. Additionally, the ability to provide your proposed solution and full cooperation with the City's contractual requirements is necessary. Procurement staff will be in touch shortly to discuss the contracting process.

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Phone: 704.336.5195
Fax: 704.632.8257

Carothers, Genetta

From: Carothers, Genetta
Sent: Monday, November 18, 2019 12:18 PM
To: 'Jeff Kraus'
Cc: Ewing, Karen; Betha, Skyne
Subject: RFP 269-2019-105 - Furniture, Installation and Related Products and Services (Teknion)

Importance: High

Tracking:	Recipient	Read
	'Jeff Kraus'	
	Ewing, Karen	Read: 11/18/2019 12:46 PM
	Betha, Skyne	Read: 11/18/2019 12:22 PM

Good afternoon,

SENT VIA EMAIL

Re: Furniture, Installation and Related Products and Services, RFP 269-2019-105

Dear Mr. Kraus:

The City of Charlotte ("City") wishes to thank you for participating in its Furniture, Installation and Related Products and Services solicitation process. After careful evaluation, the City has chosen to recommend the award of the Contract to your company. Congratulations on winning the recommendation for award for this important solicitation!

Final award of this contract is contingent upon City Council approval, which will be solicited on December 9, 2019 and City Manager approval. Additionally, the ability to provide your proposed solution and full cooperation with the City's contractual requirements is necessary. Procurement staff will be in touch shortly to discuss the contracting process.

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Email: gcarothers@charlottenc.gov
Phone: 704.336.5195
Fax: 704.632.8257

Section 2

Introduction and General Information

has significant business presence in the Charlotte Combined Statistical Area.

Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

2.3 Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section 3.

2.4 City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 2.4.1 To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 2.4.2 To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 2.4.3 To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 2.4.4 To waive any defect or irregularity in any Proposal received;
- 2.4.5 To reject any or all Proposals;
- 2.4.6 To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 2.4.7 To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 2.4.8 To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 2.4.9 To terminate discussions and negotiations with any Company at any time and for any reason.

2.5 Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance



Department of General Services – City Procurement

Addendum #1	Furniture, Installation and Related Products and Services RFP # 269-2019-105
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To: All Prospective Companies

Date: July 8, 2019

Subject: Addendum # 1– RFP # 269-2019-105 – Furniture, Installation and Related Products and Services

Please note the specification modification below for the RFP.

Item #	Page #	Section #	Specification	Modifications
1	2	2nd Paragraph	Cover Letter	<p>Modified to read: A Non-Mandatory Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Products and Services will be held on July 9, 2019 at 10 am EDT, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, NC 28202, Basement – CH14 Room or via teleconference at 855-244-8681. Please read the RFP in its entirety prior to the meeting and bring a copy with you at that time.</p>

In order to constitute a complete proposal response, you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form in Section 7 of the RFP in your Proposal. **Any Company not acknowledging receipt of an issued addendum may not be considered.**

In the event additional changes or clarifications to this RFP are warranted, all Companies are responsible for monitoring www.ips.state.nc.us or the City’s Contract Opportunities site at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for additional addenda.

We appreciate your interest in doing business with the City and look forward to receiving a Proposal from your company.

Sincerely,

Genetta N. Carothers, A.P.P.; CLGPO
Procurement Officer

cc: RFP File



CHARLOTTE

General Services – City Procurement

Addendum #2	Furniture, Installation and Related Products and Services RFP # 269-2019-105
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To: All Prospective Companies

Date: July 11, 2019

Subject: **Addendum # 2– RFP # 269-2019-105 – Furniture, Installation and Related Products and Services**

It's important to read the RFP and written addendum in its entirety. Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification	Modifications and Questions
1	2	1 st Paragraph	Cover Letter	<p>Company Question: Who is the end user for this RFP? Is it a university? Is there a name to tie to this RFP?</p> <p>Answer: See the first sentence in the first paragraph on the Cover Letter. Please note this is a citywide project for the City of Charlotte and other government agencies (i.e. states, local governments, school districts, and higher education institutions and nonprofit organizations) may utilize the resulting contracts without requiring a competitive solicitation process.</p>
2	2	1 st Paragraph	Cover Letter	<p>Company Question: Does this submission override any existing NIPA or US Communities contracts for OMNIA? No.</p>
3	2	1 st Paragraph	Cover Letter	<p>Company Question: If awarded a City of Charlotte contract, will OMNIA Partners grant vendors a contract as well?</p> <p>Answer: The resulting contract(s) will be with the City of Charlotte and available through OMNIA Partners.</p>
4	2	1 st Paragraph	Cover Letter	<p>Company Question: Is this a Dealer submission or are manufacturers able to respond?</p> <p>Answer: Companies must be able to provide Products/Services nationwide. Manufacturers may submit a Proposal.</p>

Item #	Page #	Section #	Specification	Modifications and Questions
5	3	Checklist	Proposal Copies	<p>Company Question: Does the City want two copies on one flash drive or one copy each on two flash drives?</p> <p>Answer: Companies must submit a copy of their Proposal along with the required Pricing Sheets in Excel format on two (2) separate flash drives. Read Section 2.6.2 on Trade Secrets.</p>
6	3	Checklist	Proposal Format	<p>Company Question: Is this document with completed check marks to be included with the response?</p> <p>Answer: This is not a Required Form. It's included as a guide for the Company to ensure a complete Proposal.</p>
7	11	2.6.6	Charlotte Business INclusion	<p>Company Question: Are we allowed to utilize any MWSBE across the nation to satisfy this requirement or only City of Charlotte-Certified MWSBEs?</p> <p>Answer: Companies must list all MWSBEs and indicate their location. The utilization percentages are for the City of Charlotte usage only. A list of the certified firms is available at https://charlottenc.gov/finance/procurement/cbi/Pages/vendors.aspx.</p>
8	11	2.6.6	Charlotte Business INclusion	<p>Company Question: Since our subcontractors are our independently-owned Dealers, it may be difficult to determine the overall percentage of spend to be committed to MWSBE Dealers. Are we able to provide a percentage goal?</p> <p>Answer: The percentage goal is 10% MWSBE spend for the City of Charlotte usage.</p>
9	11	2.6.6	Charlotte Business INclusion	<p>Company Question: How do we address the 10% requirement if there are not any qualified vendors in furniture?</p> <p>Answer: Companies are highly encouraged to consider any and all possibilities for MWSBE participation. The 10% MWSBE utilization is not limited to certified firms that provide furniture. Other areas of consideration include, but not limited to are installation, office supplies, printing, transportation, just to name a few. To search for certified MWSBEs, visit www.charlottebusinessinclusion.com. Your outreach efforts will need to be documented thoroughly.</p>
10	11	2.6.6	Charlotte Business INclusion	<p>Company Question: Could you please elaborate on the following sentence: "Please note, when identifying MBEs for inclusion towards the established MBE Goal, only HUB certified Aggregate MWSBE Goal 10%: The total work performed by MWSBEs in the aggregate.</p> <p>Answer: The MBEs that are certified with NCHUB, must be registered with the City of Charlotte within the CSA (Combined Statistical Area). To search for counties in the CSA, visit https://charlottenc.gov/finance/procurement/cbi/Pages/getting-started.aspx.</p>

Item #	Page #	Section #	Specification	Modifications and Questions
11	14	2.8	Required Financial Information	<p>Company Question: Are we required to submit the documentation stated in Sections a), b), and c) with our RFP Response or wait until we receive a written request from the City of Charlotte for this information?</p> <p>Answer: No, financials are not due with the Proposal submission. During the Evaluation Phase, the City will request Financials if required.</p>
12	17	3.5	Submission of Proposals	<p>Company Question: Just to confirm, we do not need to bind or use a binder for the (1) original and (3) copies of our RFP Proposal Response? Can we use a clip to hold the documents together?</p> <p>Answer: Do not bind or use binders for the original and copies of the Proposal. Companies may use a clip to hold documents together.</p>
13	19	4.1	General Scope	<p>Company Question: Is the City of Charlotte requesting only full-line manufacturers to respond? No. Do we need to provide solutions for all categories? No. We can provide solutions for 8 of the categories. Does that mean we are excluded from responding? No.</p>
14	19	4.1	General Scope	<p>Modification: The City removed some of the educational furniture categories from this RFP. See the revised Section 4.1 included in this addendum.</p>
15	19	4.1	General Scope	<p>Company Statement: There are no drawings, specifications or quantities for library shelving. Please advise.</p> <p>Answer: Companies will provide the percentage discounts under the “Library Furniture” category within the “Furniture Categories & Other” tab of the “269-2019-105 – Categories, Storage and Incentives Pricing Sheet in Excel.</p>
16	19	4.1	General Scope	<p>Company Question: Will there be a new RFP replacing the educational categories?</p> <p>Answer: The City of Charlotte will not issue a RFP to replace the educational categories.</p>
17	20	4.3	Pricing	<p>Company Question: Will agreement be sole sourced? No.</p>
18	20	4.3	Pricing	<p>Company Question: It appears as if you want one discount per category. Most manufacturers have multiple products per category that may carry different discounts. Would discounting per product within each category be acceptable? Yes. Additionally, would tiered discounting be acceptable? Yes. Companies must identify the product line, define the tier, and add rows as required in the “Furniture Categories & Other” tab of the “269-2019-105 – Categories, Storage and Incentives Pricing Sheet in Excel.</p>
19	20	4.3	Pricing	<p>Company Question: Will the same discount apply to the City of Charlotte as with the national contract? Yes.</p>

Item #	Page #	Section #	Specification	Modifications and Questions
20	20	4.3	Pricing	Company Question: Is the City of Charlotte looking to obtain 4 types of discounting (Dock Delivery, Inside Delivery, Delivered & Install, and Expanded Services Installation)? Yes.
21	20	4.3	Pricing	Modification: Section 4.3.1.1 – revised to read: “Drop Ship: All deliveries shall be delivered to the site. City or Public Agency is responsible for unloading.”
22	21	4.3	Pricing	Company Question: Sections 4.3.2.3 & 4.3.2.4: Did you want the manufacturer to list the hourly rates for “Normal Hours” and “After Hours” installation? Answer: Yes, there is a separate line for after-hours installation.
23	21	4.3	Pricing	Company Question: Section 4.3.2.6 - Would a rate range be acceptable if it includes a Not to exceed amount? Answer: Yes, please see the revised Additional Services and Solutions Pricing – Furniture spreadsheet in Excel.
24	21	4.3	Pricing	Company Question: Section 4.3.4 - Are we able to offer tiered/volume discounting to the City of Charlotte? Answer: Yes, Companies must define the tier and add rows as required in the “Incentives & Rebates” tab of the “269-2019-105 – Categories, Storage and Incentives Pricing Sheet in Excel.
25	21	4.3	Pricing	Modification: Section 4.3.6.2 – revised to read: “Manufacturer List Price from the verifiable Manufacturer’s Price List or Catalog used in Section 7, Form 4”.
26	21	4.3	Pricing	Company Question: The RFP and Form 6 requests a list of certified installers by geographical area. Shall this represent the Charlotte CSA or the nation or some other geographic area? Answer: Companies shall list the certified installers by state or the national geographical area (i.e. northeast, mid-west, southeast, south, etc.).
27	22	4.4	Price Adjustments	Company Question: In order to offer the best discount on day one, would the City offer multiple (ideally 4) windows of time throughout the year to update price lists versus one? Answer: No, Companies may request price adjustments (increases/decreases) for consideration at least sixty (60) days prior to each anniversary of the Contract effective date.
28	22	4.8	Warranty	Company Question: Section 4.8.2 - The furniture industry standard is for the warranty to begin at the date of manufacturing or invoice date. Is this acceptable? Answer: Companies may take an exception to this requirement if necessary.

Item #	Page #	Section #	Specification	Modifications and Questions
29	25	5	Proposal Content	<p>Modification: Section 5.1.2 – revised to read: Proposed Solution. Given the purpose of this project and the City’s goals as stated in this RFP, provide a creative solution to meet such goals. For each component of the Project described in Section 4, state whether and how your Proposed Solution complies as well as any additional information requested. If you wish to add supplemental information, it shall be labeled “Supplemental Information.”</p>
30	26	6	Evaluation Criteria	<p>Company Question: What are the award priorities if pricing evaluation only? Answer: The evaluation criteria includes qualifications and experience, national/corporate support, range and quality of Products/Services offerings, project approach and proposed solution, pricing, financial qualifications, MWSBE inclusion efforts, and acceptance of terms and conditions.</p>
31	26	6	Evaluation Criteria	<p>Company Question: Section 6.6 - When in the evaluation process do you anticipate making the request for the financial documents in Section 2.8 and having them returned in (2) business days? Answer: Once we identify the short-list of Companies, the City will request in writing the financial documents as described in Section 2.8.</p>
32	32	Required Form 4	Section 1 - Furniture Categories and Other Related Products	<p>Company Question: Are all categories required to be supplied by each Company? Is a detailed list of products required for each category available? Answer: No, Companies should only respond to categories of Products/Services they are able to provide and/or perform. Companies should include a detailed list of products for each category.</p>
33				<p>Company Question: Is there a percentage of the products within a category a Company is required to provide? No.</p>
34	32	Required Form 4	Section 1 - Furniture Categories and Other Related Products	<p>Company Question: Can this form be provided in Excel format? Or be modified by the respondent? Would discounting by product within each category be acceptable? Can this form be modified to include discount tiers? Yes. Companies must identify the product line, define the tier, and add rows as required in the “Furniture Categories & Other” tab of the file named “269-2019-105 – Categories, Storage and Incentives Pricing Sheet in Excel.</p>
35	32	Required Form 4	Section 1 - Furniture Categories and Other Related Products	<p>Company Question: Does the request for fixed installation %, nullify the attachment (Additional Services and Solutions Pricing - Furniture.xlsx) requesting install by state? No.</p>

Item #	Page #	Section #	Specification	Modifications and Questions
36	32	Required Form 4	Pricing Worksheet	<p>Company Question: If we are proposing tier/volume discounting, would we insert this information in this Section?</p> <p>Answer: See the revised pricing sheets in Excel and note that Companies must define the tier and add rows as required.</p>
37	33	Required Form 4	Section 2 – Additional Services & Solutions by State	<p>Company Question: For the cost benefit of all end users, would the Evaluation Committee consider installation quoted based on a project by project basis by location? The amount would be on separate line of the quote rather than a National or a per state fixed installation %?</p> <p>Answer: Companies must provide the following:</p> <ol style="list-style-type: none"> 1. fixed percentage discount for each category based on the delivery and installation type; and 2. fixed hourly rate or an hourly rate range by state.
38	34	Required Form 4	Section 3- Additional Services & Solutions (Storage)	<p>Company Question: Is storage mandatory?</p> <p>Answer: The City is looking for options and Companies may take an exception if they are unable to provide the Product/Service.</p>
39	34	Required Form 4	Section 3- Additional Services & Solutions (Storage)	<p>Company Question: Should this monthly charge be based on cubes or square feet? No. Should this also include the additional handling required to place product into storage? No.</p>
40	36	Required Form 4	Sample Projects	<p>Company Question: Where are the visual diagrams of the Sample Projects? See pages 36-39.</p>
41	36	Required Form 4	Sample Projects	<p>Company Question: All of the sample projects include chairs or stools and laminate desks. How should a Company respond if their unable to provide these products?</p> <p>Answer: Companies are encouraged to submit a complete proposal and take exceptions as required.</p>
42	36	Required Form 4	Sample Projects	<p>Company Question: Are substitutions of product permitted? No.</p>
43	37	Required Form 4	Sample Project - A	<p>Company Question: Sample Project A - The RFP calls for a 42"x120" table. Standard size at this length is 54' Wide. Would a 54 X 120 conference table be acceptable? Yes, see the revised Sample Project Page in this addendum.</p> <p>The RFP calls for a slab base. Would the manufacturers standard power routing base be acceptable? Yes.</p>

Item #	Page #	Section #	Specification	Modifications and Questions
44	37	Required Form 4	Sample Project - B	<p>Company Question: Sample Project B - Can the break room only accommodate a 30” table with four chairs? A 30” table normally only fits two chairs.</p> <p>Answer: For the purposes of this exercise, please use four chairs.</p>
45	37	Required Form 4	Sample Project -C	<p>Company Standard: Sample Project C – The City is requesting a credenza 66” x 18” opposed to the standard 22” or 24”.</p> <p>Answer: The dimension should read 66” x 24” and see the revised Sample Project Page in this addendum.</p>
46	36-37	Required Form 4	Sample Project -D	<p>Company Question: Sample Project D - Are the workstations stand alone or are they sharing panels? What is the configuration of the workstations, (6 back to back, one long run of 12)? The layout shows the configuration of the group and they share panels. Power would be shared by two (2) 2-packs, and three (3) 3-packs, and one (1) individual cubicle as indicated on the plan, with power running down the central spine (corridor to outside wall) for multi-packs and coming in from the base. For the single cubicle, power would also be run through the main spine, with power supplied at the base against the outside wall.</p> <p>Do they need power? If so, will they need base feed or power poles for ceiling feed electrical? Yes, they need power. See response above. Power will come from the base at the outside wall.</p> <p>Does the “Fixed Height Worksurface” need to be 30” deep? Normally the worksurfaces in a workstation are 24” deep. It would give the person more space to sit/stand at their desk, (48” verses 42”). Yes.</p> <p>The RFP calls for a panel height of 48" and a glass topper height of 13". Will a tolerance of +/- 2” be acceptable for both? Yes.</p> <p>The RFP calls for a 15" deep lateral file. The industry standard varies from 18" to 20" deep. Would the manufacturers standard depth lateral file be acceptable if it still allows access to power in the panel? For the purposes of this exercise, the maximum is 18” deep.</p>
47	39	Required Form 4	Sample Project - F	<p>Company Question: Sample Project F - The RFP calls for a brushed aluminum table base. Would Polished aluminum or a Metallic painted base be acceptable?</p> <p>Answer: For the purposes of this exercise, please use a brushed aluminum table base.</p>

Item #	Page #	Section #	Specification	Modifications and Questions
48	40-45	Required Form 4	Sample Projects Pricing Sheet	<p>Company Question: By obtaining an electronic copy of the RFP in Microsoft Word and Sample Project Pricing Sheet in Excel format, will it provide the details required to draw and quote sample projects?</p> <p>Answer: A drawing is not required to provide pricing. Companies must itemize the products list and use the separate tabs on the Sample Project Pricing Sheet in Excel.</p>
49	46	Required Form 5	MWSBE Participation Plan	<p>Company Question: Do we include our MWSBE partners who are not registered with the City? Or do not have a city vendor number? Are the utilization percentages for the City of Charlotte business only or a national number?</p> <p>Answer: Companies must list <u>all</u> MWSBEs and indicate their location. The utilization percentages are for the City of Charlotte usage only.</p>
50	47	Required Form 5	MWSBE Participation Plan	<p>Company Question: Does this only apply to City of Charlotte registered MWBE's or can we include MWBE's we intend to use on a nationwide basis?</p> <p>Answer: Companies must list <u>all</u> MWSBEs and indicate their location. The utilization percentages are for the City of Charlotte usage only.</p>
51	48-49	Required Form 10	Environmental Purchasing Responses	<p>Company Question: Are we required to complete every question even if the standard is not applicable to our products? Are we fine to insert "Not Applicable"?</p> <p>Answer: Companies may insert "Not Applicable".</p>
52	48-49	Required Form 10	Environmental Purchasing Responses	<p>Company Question: Is an attachment acceptable to present the information requested?</p> <p>Answer: Companies should complete the boxes. If you wish to add supplemental information, it shall be labeled "Supplemental Information."</p>
53	59	OMNIA Exhibits	Section 2.2 - Pricing Commitment	<p>Company Question: Is OMNIA Partners asking us to provide "most favored nation" pricing? For example, if our GSA discount is the deepest for a public agency, are we required to offer that discount to OMNIA Partners Members?</p> <p>Answer: OMNIA Partners is asking for Companies to provide their best pricing available for a national contract and neither the City of Charlotte nor OMNIA Partners will require any discount structure other than the one agreed to in the final Master Agreement.</p>
54	62	OMNIA Exhibits	Section M - Response for National Cooperative Contract	<p>Company Question: What is volume requirement?</p> <p>Answer: There is no volume requirement.</p>

Item #	Page #	Section #	Specification	Modifications and Questions
55	63-68	OMNIA Exhibits	Administration Agreement	<p>Company Question: Are we required to fill out and sign this Agreement and return it with our RFP Response?</p> <p>Answer: Companies must redline the Administration Agreement if there are any exceptions and include it in the Proposal. It does not need to be filled out and submitted with within your Proposal.</p>
56	65	OMNIA Exhibits	Section 12 - Administration Agreement	<p>Company Question: Just to confirm, is OMNIA Partners seeking a 3% Admin Fee under the new Contract? Yes.</p>
57	66	OMNIA Exhibits	Section 13 - Administration Agreement	<p>Modification: Section 13 – second sentence revised to read: The Contract Sales reporting format is provided as Exhibit E (“Contract Sales Report”), attached hereto and incorporated herein by reference.</p>
58	69-71	OMNIA Exhibits	Master Intergovernmental Cooperative Purchasing Agreement	<p>Company Question: Are we required to fill out and sign this Agreement and return it with our RFP Response?</p> <p>Answer: The Master Intergovernmental Cooperative Purchasing Agreement is for information only and is an example of the agreement which participating agencies must sign to participate with OMNIA Partners. It is not required within your Proposal.</p>
59	84	OMNIA Exhibits	Procurement, Professional and Service Contracts	<p>Company Question: The signature line says, “Signature of Procurement Agent”. Is that correct or should the manufacturer sign?</p> <p>Answer: The Company submitting the Proposal must sign.</p>
60	89	OMNIA Exhibits	Stockholder Disclosure Certification	<p>Company Question: We are a Limited Liability Company (LLC). What box would we check on the Form?</p> <p>Answer: Check the box for Limited Liability Corporation.</p>

Additional questions must be submitted to Genetta Carothers at gcarothers@charlottenc.gov no later than **5 pm EDT on Monday, July 15** to issue the answer per written addendum.

In order to constitute a complete proposal response, you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form in Section 7 of the RFP in your Proposal. **Any Company not acknowledging receipt of an issued addendum may not be considered.**

In the event additional changes or clarifications to this RFP are warranted, all Companies are responsible for monitoring the City’s [Contract Opportunities](#) site or www.ips.state.nc.us or for additional addenda.

We appreciate your interest in doing business with the City and look forward to receiving a Proposal from your company.

Sincerely,

Genetta N. Carothers, A.P.P.; CLGPO
Procurement Officer

cc: RFP File

City of Charlotte | General Services – City Procurement | 600 East Fourth Street | Charlotte, NC 28202 | PH: 704.336.2256

3.1 Schedule and Process. (REVISED)

Please note that the schedule is revised to read:

DATE	EVENT
JUNE 19, 2019	<i>Issuance of RFP.</i> The City issues this RFP.
JUNE 27, 2019	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.2.
JUNE 27, 2019	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 2 p.m. EDT.
JULY 9, 2019	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 10 a.m. EDT.
JULY 15, 2019	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m. EDT.
AUGUST 6, 2019	<i>Proposal Submission.</i> Proposals are due by 2 p.m. EDT. at City Procurement, CMGC 9 th Floor.
AUGUST 6, 2019 - SEPTEMBER 16, 2019	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
NOVEMBER 26, 2019	<i>Contract Award by Council.</i>
JANUARY 1, 2020	<i>Services commence.</i> Company begins providing the Products and Services.

4.1 General Scope. (REVISED)

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

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

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

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

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

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

Fixed (%) Percentage Discount off the Manufacturer’s List Price					
Category	Insert the Verifiable Manufacturer’s List Price Catalog Name with the Edition Number and/or Date	Drop Ship	Inside Delivery	Basic Installation	Expanded Service Installation
Systems Furniture					
Freestanding Furniture					
Seating / Chairs					
Soft Seating					
Filing Systems, Storage & Equipment					
Library Furniture					
Auditorium/Theater Fixed Seating					
Other Related Products	Insert the Verifiable Manufacturer’s List Price Catalog Name with the Edition Number and/or Date	Drop Ship	Inside Delivery	Basic Installation	Expanded Service Installation

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

Additional Services & Solutions	Monthly Rate
Storage	\$

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

Incentives / Rebates Description	Amount or Percentage

5. **Payment Terms:** _____

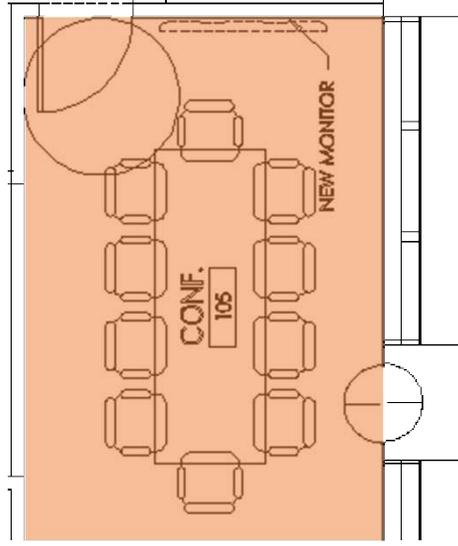
6. **Delivery:** Company must state the normal delivery time (in calendar days) and any options for expediting delivery. _____

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

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

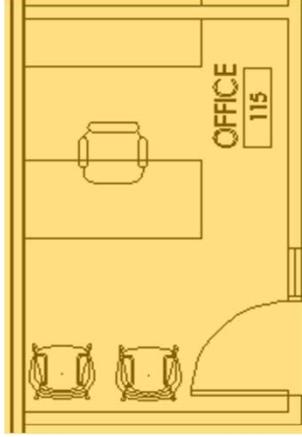
8. **Sample Projects:** Company must provide pricing for the **City of Charlotte's** Sample Projects provided in this Section. Pricing should be based on pricing quoted in Section 7, Form 4. **Sample Project Pricing must be submitted in the format provided and in hard copy and Excel format on a flash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

REVISED - ADDENDUM 2



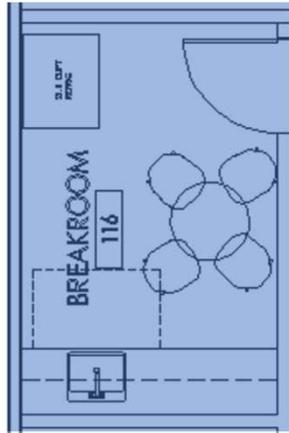
- (1) **120W"x54"D Conference Table**
 - Plastic Laminate Top, Wood-Look Flat Matching T-Mold Edge
 - Slab Legs with Power/Wiring Capability (laminated finish)
 - Integrated HDMI/USB/Power Hub
- (10) **Conference Arm Chairs**
 - Mesh Seat and Back
 - 5-Arm Swivel Base (painted)
 - Pneumatic Height Adjustment
 - Passive Seat Adjustment (auto-adjusting, user weight-based)
 - Open Static Arms, Hard Casters (for carpet use)

A: Conference Room



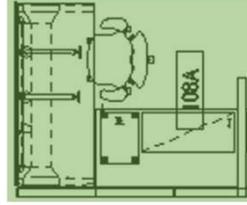
- (2) **Side Chairs with Arms**
 - Upholstered Seat, Poly Back
 - Painted 4-Legged Base with Glides
 - Flexible Back

C: Private Office



- (1) **30"DIAx29"H Table**
 - Plastic Laminate Top, Wood-Look Flat Matching T-Mold Edge
 - Painted X-Base with Glides
- (4) **Poly Armless Stack Chairs**
 - Poly Seat and Back
 - Painted 4-Legged Base with Glides
 - Flexible Back

B: Break Room



- (12) **6'x7' Systems Workstations**
 - 72"Wx 30"D Adjustable Height Desk (Wood-Look Top) with Two (2) Monitor Arms and CPU Sling
 - 54"Wx 30"D Fixed Height Worksurface (Wood-Look)
 - Mobile BF Pedestal with Cushion Top
 - 36"Wx15"D 2-Drawer Lateral File
 - Modular Panel Size: ~48"H with 13" Frosted Glass Topper
- (12) **Multi-Function, Adjustable Ergonomic Task Chairs**
 - Upholstered Padded Seat, Mesh Back
 - 5-Arm Swivel Base (painted)
 - Adjustable Lumbar Support
 - Adjustable Seat: Tilt, Seat Pan, Locking Position
 - Adjustable Arm Width and Height

D: 6'x7' Workstations

CITY OF CHARLOTTE
General Services Department - City Procurement

[X] Pre-Proposal

Date: July 9, 2019

Time: 10:00 am

Project Name: Furniture, Installation and Related Products & Services

RFP#: 269-2019-105

Company Name	Representative	Phone Number	Fax Number	E-Mail Address
Larner's Office Furn	Mary Kegley	704-399-1948	704-399-6646	mary@larner'soffice.com
Herman Miller	Greg Cass	201-341-1005		Greg_CASS@HermanMiller.com
OFS	Aimee McElroy	704-771-9003	n/e	amccl@offices.com
Knoll	WAVE D. JOEMAN	703-501-4855		WVCDORMAN@KNOLL.COM
Alumni Edu. Solutions	Joe Davis	984-960-9508		jdavis@alumnicf.com
PMC	Peter Stipicevic	704-960-6367		peter@pmccommercialinteriors.com
Hertz Furniture	David Azer	862-571-4892		dazer@hertzfurniture.com
TEKNO	DANIEL MORALES	404-452-9191		DANIEL.MORALES@TEKNO.COM
Te Knian	Julie Kimray	704-614-7325		julie.kimray@teknian.com
OMNIA PARTNERS	SONDA SAHLEY	216-978-8038		Sonda.Sahley@omniapartners.com
OMNIA PARTNERS	Vanessa Pentelli	615-509-2800		Vanessa.pentelli@omniapartners.com
HON	Morgan Harden	563-299-3593		mardenm@honorcompany.com
Alkotec	TIFFANY REEVES	404-694-6563		trees@allsteeloffice.com

CITY OF CHARLOTTE
General Services Department - City Procurement

[X] Pre-Proposal Date: July 9, 2019 Time: 10:00 am

Project Name: Furniture, Installation and Related Products & Services RFP#: 269-2019-105

Company Name	Representative	Phone Number	Fax Number	E-Mail Address
City of Charlotte	Nolan Markovich			Nolan.Markovich@ci.charlotte
City of Charlotte	Nancy Tatom	704 407 8850		nancy.tatom@ci.charlotte.nc.us
City of Charlotte	Skylene Beebe	704 432 3330		skylene@charlotte.gov
City of Charlotte	Karen Ewing	704 336 2988		Kewing@charlotte.nc.gov
City of Charlotte	Michelle Stafford	704 756 3113		Info@fmgofthecarolinas.com

CITY OF CHARLOTTE
General Services Department - City Procurement

[X] Pre-Proposal via WebEx

Date: July 9, 2019 Time: 10:00 am

Project Name: Furniture, Installation and Related Products & Services
RFP#: 269-2019-105

Company Name	Representative	Phone Number	Fax Number	E-Mail Address
Haskell Office	Tim Kerfien	616-278-1010		tkerfien@haskelloffice.com
Bush Industries	Jill Shelters	800-727-2874 x3772		jillshelters@bushindustries.com
Spacesaver Corporation	Tammy Lee	920-563-0771		tle@spacesaver.com
Stephens Office	Sara Nixon			sara@stephensoffice.com
VWR	Lewis McMillan	770-335-7925		lewis.mcmillan@avantorsciences.com
Kimball International	Tonja Blackgrove	812-482-8573		tonja.blackgrove@kimball.com
Kimball International	Rhonda Hammack			rhonda.hammack@kimball.com
Kimball International	Melissa Fuller			melissa.fuller@kimball.com
Interior Systems	Charlie Murphy	816-520-2311		charles.murphy@elkay.com
School Specialty	Rosann Cochran	469-507-9583		rosann.cochran@schoolspecialty.com
Piedmont Office Suppliers	Cindy Burrell	336-260-0566		cburrell@piedmontoffice.com



CHARLOTTE

Department of General Services – City Procurement

Addendum #3	Furniture, Installation and Related Products and Services RFP #269-2019-105
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To: All Prospective Companies

Date: July 18, 2019

Subject: **Addendum #3 –RFP #269-2019-105 – Furniture, Installation and Related Products and Services**

Please read in its entirety and note the specification changes/modifications below for the RFP. **Per Section 2.6.12 of the RFP 269-2019-105, all exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP.** The Word documents are available [here](#).

Item #	Page #	Section	Specification	Modifications and Questions
1	2	Cover Letter	3 rd Paragraph	Company Question: Will the City consider extending the deadline? Answer: No, Proposals are due by 2 pm EDT on August 6, 2019.
2	3	Checklist	General Question	Company Question: When will a Company use the City's fax number? Answer: Companies may use the fax number to submit the Section 7 - Required Form 1.
3	3	Checklist	Last Paragraph	Company Question: When will the City answer questions? As promised in the Pre-Proposal Conference, the City released addendum 2 on July 11, 2019. Will all questions and answers be shared amongst everyone? Yes, see the second paragraph on page 17 of the RFP.
4	9	Intro and General Information	Section 2.4 - City's Rights and Options	Company Question: Is this a multiple award or single award? Answer: The City reserves the right to award all, none, or any part of the Products/Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation.
5	11	Intro and General Information	Section 2.6.5 - Proposal Conditions	Company Question: Should this section refer to "all discounts should be firm and fixed", since the RFP requires a submittal of % discount off Manufacturer list price? Yes.

Item #	Page #	Section	Specification	Modifications and Questions
6	12	Intro and General Information	Section 2.6.7 - Proposal Conditions	<p>Company Question: Will Company(ies) require the City or Public Agency's approval for subcontractors at any time?</p> <p>Answer: The City and Public Agency retains the right to approve all subcontractors.</p>
7	13	Intro and General Information	Section 2.7 - Guarantor	<p>Company Question: If a Company is a Wholly-Owned subsidiary of another company, does the City still require the Parent company to provide a guarantee of payment?</p> <p>Answer: Yes, see the first sentence in this section.</p>
8	17	Proposal Process	Section 3.3 - Interpretations and Addenda	<p>Company Question: Will the address for the proposal submittals accept a FedEx or UPS delivery? Yes. Are Companies required to hand deliver the proposals? No.</p>
9	19	Scope of Products & Services	Section 4.1 - General Scope	<p>Company Question: Are Companies required to bid on all product categories?</p> <p>Answer: No, see addendum 2 – question 13</p>
10	20	Scope of Products & Services	Section 4.3 - Pricing	<p>Company Question: We have a few product offerings that are not FOB Destination and require additional freight charges based on location in the county. Will this be allowed to be called out separately? Yes.</p> <p>Company Question: Are surcharges allowed at any time with the City's approval? Surcharges will be considered on a case by case basis and must be requested in writing to the City.</p>
11	21	Scope of Products & Services	Section 4.3.3 – Pricing	<p>Company Question: Most warehousing facilities charge either by the square foot of floor space or the cubic foot of space required. The calculations for all are straightforward, when you know the size of the goods you must store. A straight Monthly fee is hard to determine. There should be different rates for one chair compared to 25 workstations. The amount of space taken up in storage would be drastically different. Would we be able to list as a price based on cubes or square ft.? If not, public agencies will be overcharged.</p> <p>Answer: Yes, Companies must provide a monthly rate by square foot of floor space or cubic foot of space. Companies must use the "269-2019-105 – Categories, Storage and Incentives Pricing Sheet in Excel" file and the Required Form 4 – Pricing Sheet with a revision date of July 18, 2019.</p>
12	22	Scope of Products & Services	Section 4.4 - Price Adjustments	<p>Company Question: Due to unprecedented instability in the raw materials marketplace, will the City consider a 12-month price hold for date of submission.</p>

Item #	Page #	Section	Specification	Modifications and Questions
				<p>Answer: The City is requesting adjustments at the contract anniversary and will review other written requests at the given time to determine if its justified.</p> <p>Company Question: Will the City consider price adjustments resulting from tariffs outside of the standard annual increase window? Yes. Price adjustments shall only be allowed when justified in the City’s sole discretion based on a legitimate, bona fide increases in the cost of materials. No adjustments shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.</p> <p>To obtain approval for a price adjustment, the Company must submit a written request to the City Procurement representative at the address in the RFP, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.</p> <p>No proposed price increases shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of this Contract or for a shorter specified period, in the City’s sole discretion. If the City rejects such price increase, the Company shall continue performance of this Contract.</p> <p>If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City’s reasons for granting the increase longer apply.</p>
13	22	Scope of Products & Services	Section 4.5 - Environmental Purchasing Requirements	<p>Company Question: Is there a full listing of product environmental certifications required? Companies must follow the directions in Section 7, Required Form 10.</p>
14	22	Scope of Products & Services	Section 4.6 – New Products & Services	<p>Company Question: Are new model numbers introduced under an existing product series and awarded category added to the Contract(s) without approval? New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment.</p> <p>Company Question: Will the City allow new products that fall under an awarded category at any time with approval from the Contract Administrator? Yes.</p>

Item #	Page #	Section	Specification	Modifications and Questions
15	24	Proposal Content	Cover Letter	Company Question: Is a cover page required? No.
16	24	Proposal Content	1st Bullet	Company Question: What is your definition of 'standard text'? The information within your response. What font size is required for page headers/subtitles? The minimum font size is 11 points.
17	24	Proposal Content	4 th Bullet	Company Question: Is it acceptable to use 3-ring binders that are 100% recyclable and made of 100% post-consumer waste? Answer: No, the City is requesting unabridged Proposals. See Section 3.5 on page 17 of the original RFP and addendum 2 – question 12.
18	25	Proposal Content	Section 5.1.2 – Executive Summary	Company Question: Was the Executive Summary replaced with Project Approach? Will an amended RFP be issued to reflect this change? Answer: See addendum 2 – question 29, the City defined Proposed Solution in Section 5.1.2. Please note that the reference to “Executive Summary” in the checklist is revised to read “Proposed Solution” in this addendum.
19	25	Proposal Content	Section 5.1.3 -	Company Question: Are these lettered forms within these sections missing from the main document? Answer: No, the Required Forms are listed on the Checklist on page 3 and in Section 5 under the first paragraph on page 24. The Required Forms were included in the original RFP in Sections 7 and 8.
20	28	Section 7 - Required Form 1	Request for Proposals Acknowledgment	Company Question: Are Companies allowed to submit the Section 7, Required Form 1 with their Proposal? Yes.
21	32-45	Section 7 - Required Form 4	Pricing Sheets	Company Question: Will the City share the pricing sheets in Excel format? Answer: Yes, all pricing sheets are available in Excel at the City's Contract Opportunities Site at https://charlottenc.gov/DoingBusiness/Pages/SolicitationDetails.aspx?ID=1081. Company Question: To meet the unique needs of a public agency, we can customize many of our products. These customized products are referred to as 'specials'. These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Specials are uniquely priced based upon the requested modification; as such, the list prices and model numbers of the specials are not published in our

Item #	Page #	Section	Specification	Modifications and Questions
				<p>catalog or our list pricer. Are Companies allowed to offer this 'specials' program upon contract award? Yes.</p>
22	32	Section 7 - Required Form 4	Pricing Sheets	<p>Company Question: Should Companies only include information for the applicable categories being bid and all other categories remain blank? Yes.</p> <p>Company Question: Are Companies allowed to only provide discounts based on Drop Ship or Inside Delivery and then provide an hourly rate for installation and after hour installation (along with the other services) on page 33?</p> <p>Answer: Please see the revised pricing sheet in this addendum. Companies must use the "269-2019-105 – Categories, Storage and Incentives in Excel" file and the Required Form 4 – Pricing Sheet with a revision date of July 18, 2019.</p>
23	33	Section 7 – Required Form 4	Additional Services and Solutions	<p>Company Question: What is the definition of Installation in the Additional Services & Solutions table compared to Basic or Expanded Service Installation on page 32? The types of installation are defined in Section 4.3.2 on page 21. Companies must use the "Additional Services and Solutions Pricing – Furniture" Pricing Sheet in the Excel file and the Required Form 4 – Pricing Sheet with a revision date of July 18, 2019.</p> <p>Company Question: Will the City/Public Agency's location dictate the service rates as entered in this form? Yes.</p> <p>Company Question: Will the City allow a minimum delivery requirement for installations in remote areas? Companies may take an exception to the installation requirements as necessary.</p> <p>Company Question: Is a percentage or an hourly rate preferred? Per this addendum, Companies will use the revised "Additional Services and Solutions Pricing – Furniture" spreadsheet to select one of the following options: 1) to provide a fixed percentage discount for installation nationwide with a detailed installation fee program outlined within the Proposal; or 2) to provide an hourly rate or hourly rate range in by state. Are Companies allowed to mix the usage considering circumstances such as prevailing wage, union labor, delivery restrictions in major metropolitan markets? Yes, option #2 on the "Additional Services and Solutions Pricing – Furniture" spreadsheet structure should cover this concern.</p>

Item #	Page #	Section	Specification	Modifications and Questions
24	35	Section 7 – Required Form 4	Sample Projects	<p>Company Question: Which State should be used as the baseline for the sample project pricing.</p> <p>Answer: The Sample Projects are for the City of Charlotte in North Carolina.</p>
25	36	Section 7 – Required Form 4	Sample Projects	<p>Company Question: Are Companies to submit their best product applicable to each space type, keeping the desired aesthetic but possibly positioning finishes that are more applicable to the typical? Yes.</p> <p>Company Question: Are Companies to complete all sample project pricing with the closest product we have in compliance with the spec in size/material and finish and call out exceptions as needed? Yes. Will the Proposal be non-responsive if a Company is unable to match the spec exactly? Companies may take exceptions as necessary.</p> <p>Company Question: If a Company is providing limited categories (i.e. Filing Systems, Storage & Equipment or Library Furniture) that are not included in a Sample project, will Company be considered Non-Responsive if they do not complete and submit the Sample Project Pricing Sheets as part of Required Form 4? See addendum 2 and question 41.</p>
26	36-37	Section 7 - Required Form 4	Sample Project - A	<p>Company Question: The RFP references (10) Conference Arm chairs with mesh seat and back, and Passive Seat adjustment (auto-adjusting, user weight-based). Are these mandatory or can we submit our conference room chair with full description? For the purposes of this exercise, please use mesh seat, mesh back, and passive seat adjustment. Per addendum 2, substitutions are not permitted.</p> <p>Company Question: In the pre-proposal conference, a Company mentioned that the 54"x120" is a standard table size. Will the City accept a range of 42" – 54"x120"? Per addendum 2, please provide a 54"x120" table for this exercise.</p> <p>Company Question: Not all manufacturers offer a mesh/mesh chair. Are Companies allowed to submit an upholstered/mesh conference chair instead? For the purposes of this exercise, please use a mesh-mesh chair. Per addendum 2, substitutions are not permitted.</p> <p>Company Question: Due to ergonomic concerns such as thermal regulation and pressure point contacts, will the City accept a mesh back with a padded upholstered seat? For the purposes of this</p>

Item #	Page #	Section	Specification	Modifications and Questions
				<p>exercise, please use a mesh-mesh chair. Per addendum 2, substitutions are not permitted.</p> <p>Company Question: Is a four-leg table base acceptable? No.</p>
27	36-37	Section 7 - Required Form 4	Sample Project - B	<p>Company Question: Will the (4) Poly Armless Stack Chairs require a poly back and seat? Yes.</p>
28	36-37	Section 7 - Required Form 4	Sample Project - C	<p>Company Question: Will the (2) Side chairs with arms require a poly back? Yes.</p> <p>Company Question: To properly accommodate the requested lower storage components, will the City accept a 72" wide credenza? For the purposes of this exercise, please use a 66" W x 24" D credenza. Per addendum 2, substitutions are not permitted.</p>
29	36-37	Section 7 - Required Form 4	Sample Project - D	<p>Company Question: Please confirm the cubicle layout. Is cubicle 113A considered a single pack? No. There is a discrepancy between the floorplan and the clarification notes. This clarification supersedes the statement in addendum 2 - there are three (3) 3-packs, one 2-packs, and one individual cubicle in the far right on page 36 of the original RFP. See the revised picture included in this addendum.</p> <p>Company Question: What are the power requirements for the 6x7 Workstation? It is (1) duplex outlet/station.</p> <p>Company Question: Will the City accept storage that is 22" deep? No, see addendum 2 – question 46.</p> <p>Company Question: There is a privacy screen shown on the plan under the height adjustable table, but it is not mentioned in the specs. Is this required? If so, fabric or laminate? What grade fabric? What size? Companies are to price the workstations with panels only with Grade 1 fabric and the size is dictated by the 6'x7' footprint.</p> <p>Company Question: What do you mean by 'flexible back' for the side chair? A chair back that pivots back.</p> <p>Company Question: Will the City accept polished chrome base seating instead of painted finish? No.</p> <p>Company Question: The request is for 48H + 13" glass = 61" overall height. Our closest available sizes are 42.5H+15 glass (57.5" overall) or 50H + 15" glass (65" overall). Are these acceptable and which overall height would be preferred? See addendum 2 – question 46.</p>

Item #	Page #	Section	Specification	Modifications and Questions
30	38-39	Section 7 - Required Form 4	Sample Project - E	<p>Company Question: Will the (6) 4-Legged High Stools require 4 legs or is a sled base acceptable? For the purposes of this exercise, please use painted 4-legged base with glides. Per addendum 2, substitutions are not permitted.</p> <p>Company Question: For a table of that length we find 42" to be too narrow to comfortably seat 6 users. Will the City accept 48" depth? For the purposes of this exercise, please a 42" depth. Per addendum 2, substitutions are not permitted.</p>
31	38-39	Section 7 - Required Form 4	Sample Project - F	<p>Company Question: Due to the enhancement of aesthetic in laminate furniture and the decreased demand for wood veneer furniture, will the City allow laminate as an alternative to veneer for better durability and value? For the purposes of this exercise, please use a wood veneer finish. Per addendum 2, substitutions are not permitted.</p> <p>Company Question: Will the City accept any finish of similar luster on Typical F? For the purposes of this exercise, please use the finish described in the specification.</p>
32	40-45	Section 7 - Required Form 4	Sample Projects – Pricing Sheets	<p>Company Question: Are Companies only required to submit pricing without cut sheets, renderings, floor plans, etc. as a part of the submission. Yes, Companies are not required to submit cut sheets, renderings, and floor plans within their Proposal.</p> <p>Company Question: Should Companies list all available colors in finishes and material or can we reference where to find the options in the price lists? Companies must include the colors in finishes and material within the Pricing Sheet in Excel and add rows as needed.</p>
33	43	Section 7 – Required Form 4	Sample D – Pricing Sheet	<p>Company Question: Is the City looking for pricing on 12 workstations using the specific typical that is highlighted on page 36? Yes, the drawing on the bottom right hand side of page 36 covers 12 workstations.</p>
34	48	Section 7 - Required Form 6	Company's Background Response	<p>Company Question: As a National Supplier, we do business with thousands of public sector clients annually. Can you please clarify what specific information you desire in response to the 4th question? The City removed this requirement within the revised Section 7, Form 6 in this addendum.</p>
35	49	Section 7 - Required Form 6	Company's Background Response	<p>Company Question: Is it possible for a manufacturer to partner with another manufacturer to adequately fulfill all furniture categories in their response? See the third box in the table and provide a detailed response.</p>

Item #	Page #	Section	Specification	Modifications and Questions
36	49	Section 7 - Required Form 6	Company's Background Response	<p>Company Question: Is the City looking for certified installers/subcontractors for only the City of Charlotte projects?</p> <p>Answer: No, see the last box in the table and provide a detailed response on all certified installers/subcontractors and see addendum 2 – question 26.</p>
37	50	Section 7 – Required Form 7	References	<p>Company Question: Are Companies required to provide at least five (5) references? Is it more advantageous to provide more than five (5) references?</p> <p>Answer: The City is requesting five (5) references from organizations of similar size or where the Company is providing and performing similar Products/Services.</p>
38	53-54	Section 7 - Required Form 10	Environmental Purchasing Responses	<p>Company Question: Is this section for all possible product categories or only to the products proposed in the Sample Projects?</p> <p>Answer: Companies shall complete and submit the form regarding the products or supplies required to perform the Services required in the resulting Contract(s).</p>
39	56	Section 8 - OMNIA Exhibits	Section 1.1 - Response for National Cooperative Contract	<p>Company Question: Can purchase orders be placed directly with the Manufacturer or through an Authorized Dealer partner?</p> <p>Answer: Yes. Manufacturer may allow authorized dealer to accept PO in their behalf. However, the manufacturer is responsible for reporting sales back to OMNIA Partners. It is recommended to make a statement in your response if you are choosing to allow authorized dealer to accept POs on the manufacturer's behalf.</p>
40	59	Section 8 - OMNIA Exhibits	Section 2.2 - Response for National Cooperative Contract	<p>Company Question: What is considered a “National Contract” for purposes of this section? The national contract will be offered to all participating agencies under OMNIA Partners membership. Are Companies required to match our proposed City of Charlotte discounting to our GSA discounting? Companies are encouraged to propose the most advantageous price schedule.</p>
41	59	Section 8 - OMNIA Exhibits	Section 2.3 - Response for National Cooperative Contract	<p>Company Question: Will a Company making good faith efforts to market this Master Agreement cover the sales commitment requirement in this section?</p> <p>Answer: Companies are required to provide detailed strategies in this section and may take exceptions as necessary.</p>

Item #	Page #	Section	Specification	Modifications and Questions
42	60	Section 8 - OMNIA Exhibits	Section 3.3 - Response for National Cooperative Contract	<p>Company Question: Can a Company indicate their intent to work with the contract team in marketing the contract post award?</p> <p>Answer: Yes. OMNIA Partners marketing team will work with awarded Company(ies) to market contract.</p>
43	61	Section 8 – OMNIA Exhibits	Section 3.3 – G Response for National Cooperative Contract	<p>Company Question: About accounts payable, are Companies to provide the contact who is responsible for the admin fee payment or the team member who is responsible for handling questions regarding billing and invoicing?</p> <p>Answer: Companies must provide the contact information for the individual responsible for the admin fee reporting and payment.</p>
44	62	Section 8 - OMNIA Exhibits	Section 3.3 - M - Response for National Cooperative Contract	<p>Company Question: Are guaranteed contract sales required for the first three (3) years of the agreement? No, see addendum 2 and question 54.</p> <p>Company Question: How can we provide a guaranteed volume of sales? Please clarify (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) where can Companies find the meaning of Contract Sales? If Companies guarantee sales in Years 1 through 3, they will be responsible for any administration fee based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.</p> <p>Modification - the first paragraph in Section M is revised to read: Provide the Contract Sales (as defined in Section 12 of the Administration Agreement) that Company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).</p>
45	64	Section 8 – OMNIA Exhibits	Section 7 – Administration Agreement	<p>Company Statement: We request that the waiver of consequential damages be reciprocal. Companies may take exceptions as necessary.</p>
46	65	Section 8 - OMNIA Exhibits	Section 10 - Administration Agreement	<p>Company Question: As a National Furniture Supplier, it is not our standard practice to distribute copies of our contracts. Will Companies maintaining all relevant contract information on our dedicated website such as authorized dealers, pricing, products available, etc. meet this requirement? No.</p>
47	65	Section 8 - OMNIA Exhibits	Section 12 - Administration Agreement	<p>Company Question: If the City of Charlotte purchases furniture, is the Company still responsible for the OMNIA Partners’ administrative fee? Yes.</p>

Item #	Page #	Section	Specification	Modifications and Questions
48	66	Section 8 - OMNIA Exhibits	Section 14 - Administration Agreement	Company Question: Will you extend the deadline for payment within 10 business days of the appropriate month end? With the report itself being due by the 10 th day, please consider extending the receipt of payment on this report until the 30 th day. Companies may take exceptions as necessary.
49	66	Section 8 - OMNIA Exhibits	Section 15 - Administration Agreement	Company Question: Are Companies allowed to set a dollar amount the sales/admin fee audit is off for the Company to cover OMNIA's expenses in the sales/admin fee audit? For example, an audit showing the Company was off \$100 on their sales admin. fee seems unreasonable to pay for an audit, etc. Companies may take exceptions as necessary.
50	79	Section 8 - OMNIA Exhibits	New Jersey Business Compliance	Company Question: Can each brand submit the NJ paperwork, registrations or will Kimball Furniture Group need to register in the State of NJ as well? Answer: The Company submitting the Proposal is required to complete this Exhibit.
51	103	Section 9 – Sample Contract	Section 4.4 - Invoices	Company Question: Under the resulting Contract(s), are Authorized Distributors allowed to submit invoices instead of the awarded Company(ies)? Yes. In the final Contract(s), the City will reference the Company and/or Authorized Distributor as required.
52	103	Section 9 – Sample Contract	Section 4.3 – Audit	Company Question: Please confirm that before an audit occurs, the Company will receive reasonable notice. Companies may take an exception as necessary.
53	105	Section 9 – Sample Contract	Section 11 – Background Checks	Company Question: Our Company requires pre-employment drug and background checks for each employee. Our criminal background checks are performed according to the state & county regulations where the employee lives and drug testing is performed by nationally registered providers. In addition, our I9 verification process uses E-Verify with Homeland Security. Please confirm our standard process and procedures would fulfill the requirements of this section. Companies may take an exception as necessary.
54	106	Section 9 – Sample Contract	Section 12 – Acceptance of Tasks and Deliverables	Company Question: Is the sign-off sheet required for each deliverable only required if requested by the customer? The magnitude of orders this would impact from a nationwide perspective would be very difficult to manage. Companies may take an exception as necessary. Company Question: If a sign off sheet indicating acceptance or a rejection notice has not been received within 30 days of delivery, will acceptance be assumed? Companies may take an exception as necessary.

Item #	Page #	Section	Specification	Modifications and Questions
55	108	Section 9 – Sample Contract	Section 17.1 – Right to Cover	Company Statement: Please confirm the City’s right to obtain Services from a third party is limited to comparable Services, the City’s right to deduct all expenses incurred by the City in obtaining or performing the comparable Services is limited to reasonable expenses, and the Company has an opportunity to cure before any re-procurement occurs. Companies may take an exception as necessary.
56	108	Section 9 – Sample Contract	Section 18.1 – Term	Company Question: Will the renewal options exercised be based on mutual written agreement between both parties. Companies may take an exception as necessary.
57	108	Section 9 – Sample Contract	Section 18.2 – Termination for Convenience	Company Question: Are termination for convenience rights given to either party and not just the City? Companies may take an exception as necessary.
58	109	Section 9 – Sample Contract	Section 18.4 – Additional Grounds for Default Termination by the City	Company Statement: Please remove the language in bullet a from this section. Failure to perform should already be captured under Termination for Default and given reasonable opportunity to cure. Companies may take an exception as necessary.
59	110	Section 9 – Sample Contract	Section 18.6 – Cancellation of Orders & Subcontracts	Company Statement: Because we are a custom made-to-order manufacturer, please confirm within the Termination for Convenience clause, manufacturers will be paid for work in progress. Companies may take an exception as necessary. Company Statement: As our product is largely made-to-order and may be customized at the customer’s request, please confirm that order cancellations after production has commenced are subject to reasonable cancellation charges. Companies may take an exception as necessary.
60	115	Section 9 – Sample Contract	Section 26.2.3 – Other Insurance Requirements	Company Statement: Regarding cancellation of insurance in this section, our Carrier will provide cancellation notice in accordance with the Company policy provisions. Please confirm this is acceptable. Companies may take an exception as necessary.
61	117	Section 9 – Sample Contract	Section 29.3 – Governing Law & Jurisdiction	Company Statement: Does the performance in Charlotte, North Carolina still hold true if this is a nationwide contract? Companies may take an exception as necessary.
62		General	Non-Contract Items	Company Question: If clearly defined, will the City allow non-contract items on the same purchase order as contract items? Yes.

Item #	Page #	Section	Specification	Modifications and Questions
63	11	Section 2 – Intro and General Information	Section 2.6.6	<p>Company Question: If I am a certified Company with NCHUB, why is my organization not visible at www.charlottebusinessinclusion.com?</p> <p>Answer: A complete list of City of Charlotte certified SBEs and City registered MWBEs located within the Charlotte Combined Statistical Area (CSA) is available on the site above. To increase inclusion participation, Companies may conduct a national search for MWSBEs at https://charlotte.diversitycompliance.com/?TN=charlotte.</p>

The Proposals are due on by **2 pm EDT on Tuesday, August 6, 2019.**

Companies must use the Revised Forms dated 7-18-19 including the Checklist, Section 7, Form 4 – Pricing Worksheet, Sample Project Exhibit, and Section 7 – Form 6 – Company’s Background Response. The “269-2019-105 – Categories, Storage and Incentives in Excel”, “Additional Services and Solutions Pricing – Furniture”, and “269-2019-105 – Furniture RFP – Sample Project Pricing Sheet” spreadsheets have been revised as of 7-18-19. Companies must submit all pricing sheets in hard copy and Excel format.

To constitute a complete proposal response, you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form in Section 7 of the RFP in your Proposal. **Any Company not acknowledging receipt of an issued addendum may not be considered.**

The City will no longer accept questions for this solicitation. In the event additional changes to this RFP are warranted, all Companies are responsible for monitoring the City’s [Contracts Opportunities](http://www.contractsopportunities.com) site or www.ips.state.nc.us for additional addenda.

We appreciate your interest in doing business with the City and look forward to receiving a Proposal from your company.

Sincerely,

Genetta N. Carothers, A.P.P.; CLGPO
Procurement Officer

cc: RFP File

REVISED – 7-18-19:

Proposal Format - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Proposed Solution (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 7, Form 2)
	Proposal Submission Form (Section 7, Form 3)
	Pricing Sheet (Section 7, Form 4) Attachment 1 containing: Fixed Percentage Discounts / Hourly Rates / Monthly Rate / Sample Projects
	MWSBE Utilization (Section 7, Form 5)
	Company’s Background Response (Section 7, Form 6)
	References (Section 7, Form 7)
	Certification Regarding Debarment (Section 7, Form 8)
	Byrd Anti-Lobbying Certification (Section 7, Form 9)
	Environmental Purchasing Response (Section 7, Form 10)
	OMNIA Partners - Response for National Cooperative Contract (Section 8, Exhibit A)
	OMNIA Partners - Federal Funds Certification (Section 8, Exhibit F)
	OMNIA Partners – Ownership Disclosure Form (Section 8, Exhibit G, Doc #1)
	OMNIA Partners – Non-Collusion Affidavit (Section 8, Exhibit G, Doc #2)
	OMNIA Partners – Affirmative Action Affidavit (Section 8, Exhibit G, Doc #3)
	OMNIA Partners – Political Contribution Disclosure Form (Section 8, Exhibit G, Doc #4)
	OMNIA Partners – Stockholder Disclosure Certification (Section 8, Exhibit G, Doc #5)
	OMNIA Partners – Certification of Non-Involvement in Prohibited Activities in Iran (Section 8, Exhibit G, Doc #6)
	OMNIA Partners – New Jersey Business Registration Certificate (Section 8, Exhibit G, Doc #7)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

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

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

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

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

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

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

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

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

Incentives / Rebates Description	Amount or Percentage

5. **Payment Terms:** _____

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

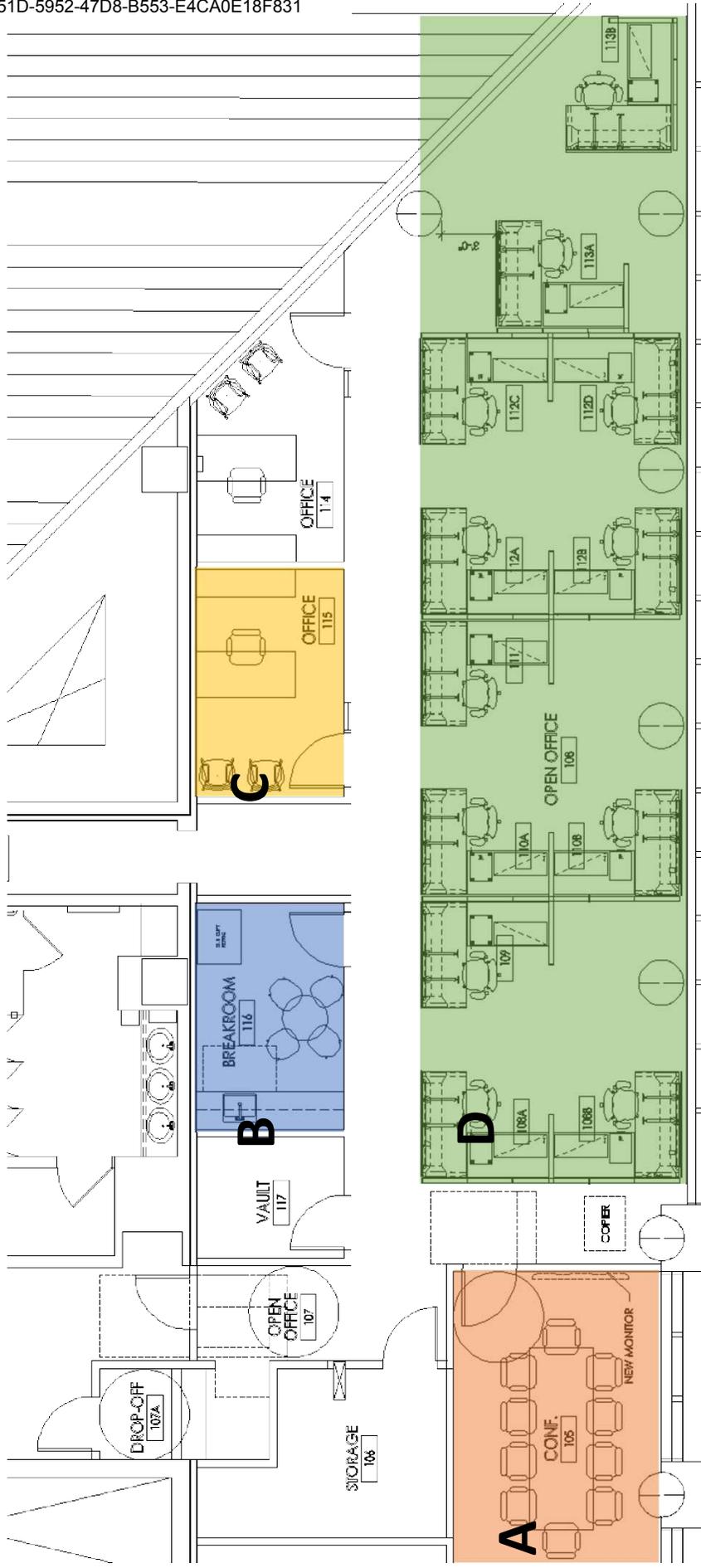
7. **Warranty:** Company must detail the following:
- a. Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - b. Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.
 - c. Availability of replacement parts.
 - d. Life expectancy of furniture under normal use.

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

8. **Sample Projects:** Company must provide pricing for the **City of Charlotte's** Sample Projects provided in this Section. Pricing should be based on pricing quoted in Section 7, Form 4 and include basic/expanded installation services during normal hours and after hours. **Sample Project Pricing must be submitted in the format provided and in hard copy and Excel format on a flash drive.** The Sample Projects will be used for evaluation purposes only.

- a. Sample Project #A – Conference Room
- b. Sample Project #B – Break Room
- c. Sample Project #C – Private Office
- d. Sample Project #D – 6’x7’ Workstations
 - i. Pricing must include the furniture, all required panels, hardware, connectors, and brackets required to build the 12 workstations.
- e. Sample Project #E – Large Collaboration Space
- f. Sample Project #F – Lounge Seating Area

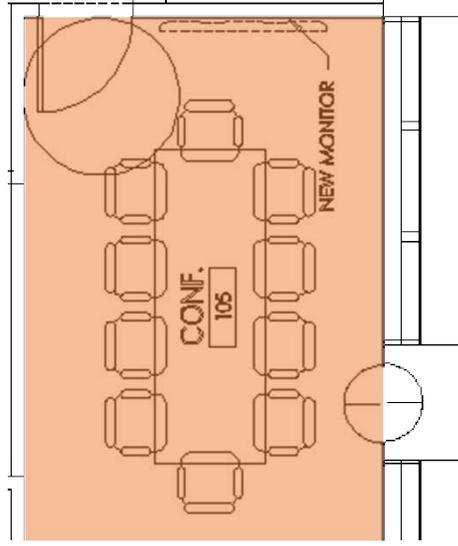
REVISED - 7-18-19



FURNITURE PLANS – Space Types A, B, C, and D

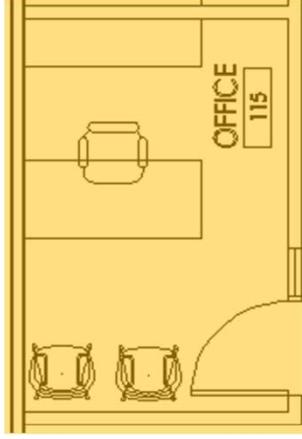
- A: Conference Room
- B: Break Room
- C: Private Office
- D: (12) 6'x7' Workstations (see the next page for specifications)

REVISED - 7-18-19



- (1) 120W"x54"D Conference Table
 - Plastic Laminate Top, Wood-Look Flat Matching T-Mold Edge
 - Slab Legs with Power/Wiring Capability (laminated finish)
 - Integrated HDMI/USB/Power Hub
- (10) Conference Arm Chairs
 - Mesh Seat and Back
 - 5-Arm Swivel Base (painted)
 - Pneumatic Height Adjustment
 - Passive Seat Adjustment (auto-adjusting, user weight-based)
 - Open Static Arms, Hard Casters (for carpet use)

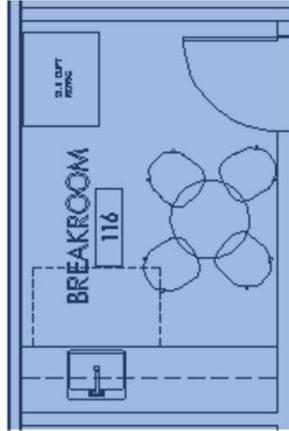
A: Conference Room



- (1) 66"Wx30"D Double Pedestal Desk (Wood-Look)
 - Plastic Laminate Top, Chassis and Pedestals
 - Matching T-Mold Edge
 - Full Modesty Panel
 - Full-Depth BBF and FF Pedestals, Locking
 - Square Pulls, Brushed Aluminum Finish
- (1) 66"Wx24"D Credenza (Wood-Look)
 - Plastic Laminate Top, Chassis, Pedestals, Doors
 - Matching T-Mold Edge
 - Two (2) Doors w/Adjustable Shelf (at each end)
 - Two Full-Depth FF Pedestals, Locking
 - Square Pulls, Brushed Aluminum Finish
- (1) Mid-Back Task Chair
 - Upholstered Padded Seat, Mesh Back
 - 5-Arm Swivel Base (painted)
 - Adjustable Seat Height
 - Adjustable Arm Height

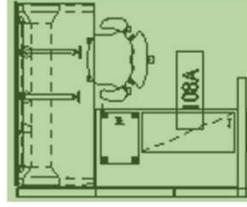
- (2) Side Chairs with Arms
 - Upholstered Seat, Poly Back
 - Painted 4-Legged Base with Glides
 - Flexible Back

C: Private Office



- (1) 30"DIAx29"H Table
 - Plastic Laminate Top, Wood-Look Flat Matching T-Mold Edge
 - Painted X-Base with Glides
- (4) Poly Armless Stack Chairs
 - Poly Seat and Back
 - Painted 4-Legged Base with Glides
 - Flexible Back

B: Break Room

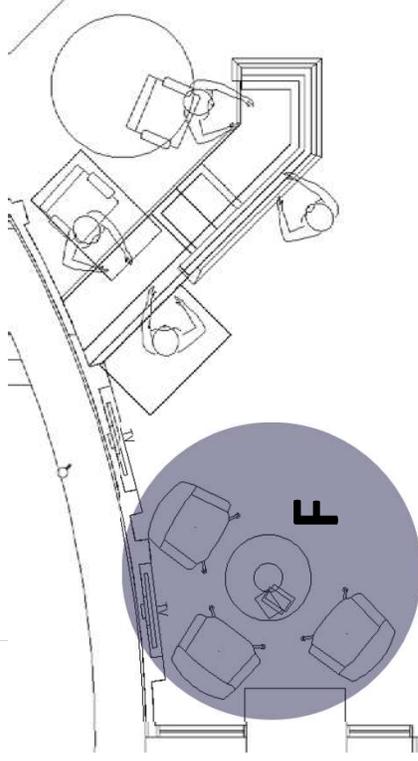


- (12) 6'x7' Systems Workstations, with each workstation including the following:
 - 72"Wx 30"D Adjustable Height Desk (Wood-Look Top) with Two (2) Monitor Arms and CPU Sling
 - 54"Wx 30"D Fixed Height Worksurface (Wood-Look)
 - Mobile BF Pedestal with Cushion Top
 - 36"Wx15"D 2-Drawer Lateral File
 - Modular Panel Size: ~48"H with 13" Frosted Glass Topper
 - **Power/Data: (1) duplex outlet**
- (12) Multi-Function, Adjustable Ergonomic Task Chairs:
 - Upholstered Padded Seat, Mesh Back
 - 5-Arm Swivel Base (painted)
 - Adjustable Lumbar Support
 - Adjustable Seat: Tilt, Seat Pan, Locking Position
 - Adjustable Arm Width and Height

D: 6'x7' Workstations

REVISED - 7-18-19

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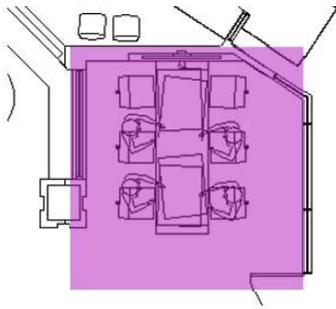


FURNITURE PLANS – Space Types E and F

E: Large Collaboration Space

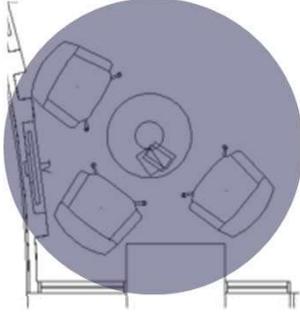
F: Lounge Seating Area

REVISED - 7-18-19



- (1) 120"Wx42"Dx42"H Table**
 - Plastic Laminate Top and End Support Panel Legs (Wood-Look)
 - Matching Flat T-Mold Edge
 - Integrated HDMI/USB/Power Hub
- (6) 4-Legged High Stools (to reach 42"H Table)**
 - Poly Seat and Back
 - Painted 4-Legged Base with Glides

E: Large Collaboration Space



- (3) Large Lounge Chairs**
 - Fully Upholstered Mid-Back Swivel Lounge Chair
 - Approximately 32"Wx32"Dx32"H
 - 4-Prong Base (glides with return to center column; powder coated paint)
- (1) Round Occasional Table**
 - 36" DIA x 18"-19"H
 - Veneer Top
 - Brushed Aluminum Base

F: Lounge Seating Area

(REVISED 7-18-19) SECTION 7 -REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Products and Services as described in Section 4?	
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify the percentage of revenue used for research and/or development by the proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Provide a management organization chart of your company’s overall organization, including director and officer positions and names and the reporting structure.	

<p>Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company’s team for providing the Services.</p>	
<p>If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member’s role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.</p>	
<p>Explain how your organization ensures that personnel performing the Services are qualified and proficient.</p>	
<p>Provide information regarding the level of staffing at your organization’s facilities that will be providing the Services, as well as the level of staffing at subcontractors’ facilities, if known or applicable.</p>	
<p>If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.</p>	
<p>Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third-party security audits in the last five (5) years.</p>	
<p>Provide the names and addresses of each certified installer/subcontractor by geographical area.</p>	

Carothers, Genetta

From: Carothers, Genetta
Sent: Monday, November 18, 2019 12:16 PM
To: 'greg_cass@hermanmiller.com'; Jay Lanenga
Cc: Ewing, Karen; Betha, Skyne
Subject: RFP 269-2019-105 - Furniture, Installation and Related Products and Services (Herman Miller)

Importance: High

Tracking:	Recipient	Read
	'greg_cass@hermanmiller.com'	
	Jay Lanenga	
	Ewing, Karen	Read: 11/18/2019 12:46 PM
	Betha, Skyne	Read: 11/18/2019 12:22 PM

Good afternoon,

SENT VIA EMAIL

Re: Furniture, Installation and Related Products and Services, RFP 269-2019-105

Dear Mr. Lanenga and Mr. Cass:

The City of Charlotte ("City") wishes to thank you for participating in its Furniture, Installation and Related Products and Services solicitation process. After careful evaluation, the City has chosen to recommend the award of the Contract to your company. Congratulations on winning the recommendation for award for this important solicitation!

Final award of this contract is contingent upon City Council approval, which will be solicited on December 9, 2019 and City Manager approval. Additionally, the ability to provide your proposed solution and full cooperation with the City's contractual requirements is necessary. Procurement staff will be in touch shortly to discuss the contracting process.

Should you have any additional questions regarding this procurement effort or need any additional information, please do not hesitate to contact me directly.

As always, thank you for your interest in doing business with the City of Charlotte. We look forward to a productive and professionally rewarding relationship.

Genetta N. Carothers, A.P.P.; CLGPO
CCPA Program Administrator

City of Charlotte
Department of General Services
City Procurement
600 East Fourth Street, CMGC – 9th Floor
Charlotte, North Carolina 28202-2850

Email: gcarothers@charlottenc.gov



Furniture, Installation, and Related Products and Services
Executive Summary

Lead Agency: City of Charlotte

Solicitation: RFP #269-2019-105

RFP Issued: June 19, 2019

Pre-Proposal Date: PRE-PROPOSAL DATE

Response Due Date: July 30, 2019

Proposals Received: # 14

Awarded to:

The City of Charlotte Department of Procurement issued RFP #296-2019-105 on July 19, 2019 to establish a national cooperative contract for Furniture, Installation, and Related Products and Services.

The solicitation included cooperative purchasing language in Sections 1.1 National Contract and 2.1 Objective:

1.1 National Contract.

The City of Charlotte, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation 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 City of Charlotte is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

2.1 Objective.

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies to determine which Company and Proposed Solution will best meet the City and Participating Public Agencies’ needs for FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES as requested in this RFP.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Charlotte website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR

- The State, SC
- South Carolina website/newsletter
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 30th, 2019 proposals were received from the following offerors:

- HON Co.
- A2S
- Exemplis LLC
- Allsteel, Inc.
- Knoll, Inc.
- OFS Brands
- Kimball Office Group
- Indiana Furniture industries, Inc.
- Humanscale Corp
- Krueger International
- National Office Furniture
- Spacesaver Corp
- Herman Miller
- Fomcore
- Workrite Ergonomics
- Trinity Furniture
- Everest Expedition/Worden
- Furniturelab
- Teknion
- DVO-USA
- Source International Corp
- Trendway
- Haworth, Inc.
- Piedmont Office Suppliers

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Herman Miller, Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Charlotte, OMNIA Partners and Herman Miller Inc. successfully negotiated a contract, and the City of Charlotte executed the agreement with a contract effective date of January 1st, 2020.

Contract includes:

- List pricing which includes freight within the continental United States.
- Two options for installation based on a fixed percentage discount or hourly rate
- Furniture Storage
- Additional incentives

Term:

Initial five-year agreement from January 1st, 2020 through December 31st, 2024 with the option to renew for two (2) additional one-year periods through December 31st, 2026.

Pricing/Discount:

- Discount off manufacturer's list price ranging from 12% to 71.5%.

OMNIA Partners Web Landing Pages:

<https://www.omniapartners.com/publicsector/contract/supplier-contracts/herman-miller-inc>

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

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

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

RECITALS

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

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

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

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

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

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

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

CONTRACT

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

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

EXHIBIT A: PRICING SHEET

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: PROPOSAL RESPONSE FORMS

EXHIBIT D: FEDERAL CONTRACT TERMS AND CONDITIONS

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

3. DESCRIPTION OF PRODUCTS AND SERVICES.

3.1. The Company shall be responsible for providing the Products and Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

3.2. The Company shall perform the Services on site at the City's facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES.

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

4.2. NO EXPENSES CHARGEABLE.

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

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

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

The Company shall email all invoices to cocap@charlottenc.gov.

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

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

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

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

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

- 8. CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Products/Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.
- 9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

10. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

- 10.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Products/Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

- 11. BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

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

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

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

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

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

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

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

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

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

- 13. NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Furniture, Installation, and Related Products and Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.
- 14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date.
- 15. REPRESENTATIONS AND WARRANTIES OF COMPANY.**
- 15.1. GENERAL WARRANTIES.
- 15.1.1. The Products/Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 15.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

- 15.1.3. All Products provided and Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and Services shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 15.1.4. Neither the Products/Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
 - 15.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to provide Products and perform the Services described or referenced in Exhibit B;
 - 15.1.6. All information provided by the Company about each Company employee is accurate; and
 - 15.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 15.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:
- 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

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

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

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

17. REMEDIES.

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

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

18. TERM AND TERMINATION OF CONTRACT.

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

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

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

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

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

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

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

- a. Failure of the Company to complete a particular task by the mutually agreed completion date;
 - b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 18.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 18.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 18.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 18.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Contract.
- 18.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 18.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 19 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 19. TRANSITION PRODUCTS/SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products/Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Products/Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but

shall not be limited to the following:

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

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

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

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

21. CITY OWNERSHIP OF WORK PRODUCT.

- 21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
- 21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent, and shall treat the Intellectual Property as “Confidential Information” pursuant to Section 25 of the Contract.
- 21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except

that contemplated by the Contract.

- 22. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- 23. INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term “Indemnitees” means the City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

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

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

- 24. SUBCONTRACTING.** Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 25. CONFIDENTIAL INFORMATION.**
- 25.1. CONFIDENTIAL INFORMATION. Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:
- 25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being

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

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

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

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

- 25.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.

- 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
- 25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 25.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
- 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
- 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
- 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
- 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
- 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 25.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

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

26. INSURANCE.

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

26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

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

26.2. OTHER INSURANCE REQUIREMENTS.

26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

26.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.

26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.

26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina

Department of Insurance shall be furnished to the City.

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

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

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

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

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

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

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

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

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

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

29. MISCELLANEOUS.

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

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

29.6. FORCE MAJEURE.

29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

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

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

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

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

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

Section 4.3 "Employment Taxes and Employee Benefits"

Section 15 "Representations and Warranties of Company"

Section 18 "Term and Termination of Contract"

- Section 21 "City Ownership of Work Product"
Section 23 "Indemnification"
Section 25 "Confidential Information"
Section 26 "Insurance"
Section 28 "Notices and Principal Contacts"
Section 29 "Miscellaneous"
- 29.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 29.13. DRAFTER'S PROTECTION. Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 29.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 29.15. CONFLICT OF INTEREST. The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 29.16. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 29.17. HARASSMENT. The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 29.18. TRAVEL UPGRADES. The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.
- 29.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the

- Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 29.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.
- 29.21. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

[Signature Page Follows]

CONTRACT #: 2020000622
VENDOR #: 308726

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

HERMAN MILLER, INC

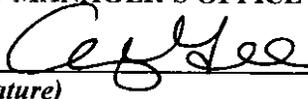
BY: 
(signature)

PRINT NAME: Jay Lanenga

TITLE: Director of Contracts

DATE: 12/10/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Angela C. Lee

TITLE: Asst. City Manager

DATE: 1/6/20

EXHIBIT A – PRICING SHEET

HERMAN MILLER - CONTRACT 2020000622
EXHIBIT A - PRICING SHEET

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

HERMAN MILLER - CONTRACT 2020000622
EXHIBIT A - PRICING SHEET

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	\$100,001 - \$400,000	\$400,001 and Above	ALL SERVICE OPTIONS
Soft Seating	HAY HM (2C)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Soft Seating	matlightone (NO)	September 3, 2019	46.00%	44.00%	46.00%	44.00%	44.00%	44.00%	Negotiable
Soft Seating	Nemsohoff	January 7, 2019	48.00%	47.00%	48.00%	47.00%	47.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennet™ Seating (HU)	September 3, 2019	43.00%	41.00%	45.00%	43.00%	43.00%	43.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Soft Seating	Striad (SD)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	52.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	52.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (L2)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	52.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	52.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
OTHER RELATED PRODUCTS		CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	INSIDE DELIVERY	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
TW	Compass™ System (TW)	September 3, 2019	54.00%	52.00%	55.00%	53.00%	53.00%	53.00%	Negotiable
D	Herman Miller for Healthcare Action Lab (D)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	September 3, 2019	12.00%	10.00%	12.00%	10.00%	10.00%	10.00%	Negotiable
CH	Mora (CH)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	September 3, 2019	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
CW	Mags® Alliance (CW)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	40.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	40.00%	40.00%	Negotiable

HERMAN MILLER - CONTRACT 2020000622
EXHIBIT A - PRICING SHEET

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

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

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

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

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

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

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

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

NTE = Not To Exceed

HERMAN MILLER - CONTRACT 2020000622
EXHIBIT A - PRICING SHEET

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

3. FIXED STORAGE RANGE RATE / FT² :	\$1.50/sq.ft - \$1.85/sq.ft
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4. INCENTIVES:	
DESCRIPTION	AMOUNT OR PERCENTAGE
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer

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

HERMAN MILLER - CONTRACT 2020000622
EXHIBIT A - PRICING SHEET

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

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

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

NTE = Not To Exceed

EXHIBIT B – SCOPE OF SERVICES

1.1 General Scope.

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

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

1.2 Product Standards and Guidelines.

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

Additionally, applicable products must meet the following specific standards:

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

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

1.3 Pricing.

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

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

1.3.1 Delivery.

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

1.3.1.1 Drop Ship: All deliveries shall be delivered to the site. City or Participating Public Agency is responsible for unloading.

1.3.1.2 Inside Delivery: All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.

1.3.2 Installation.

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

1.3.2.1 Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

1.3.2.2 Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

1.3.2.3 Normal Hours: Normal hours are defined as 7:00 am – 5:00 pm local time.

1.3.2.4 After Hours: After hours are defined as evenings, weekends and holidays.

1.3.2.5 Pricing for installation and services such as design, project management, asset management, refurbishment, and other services are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for City and all Participating Public Agencies and/or by state.

1.3.2.5.1 Design: Company has the capability to recommend and design appropriate layouts to fit the need of the City and Participating Public Agencies.

1.3.2.5.2 Project Management: Company has the ability to provide project management services to help City and Participating Public Agencies complete their projects on-time and within budget.

1.3.3 Storage is priced at a fixed monthly rate range.

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

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

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

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

1.4 Price Adjustments.

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

1.5 Environmental Purchasing Requirements.

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

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

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

1.6 New Products and Services.

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

1.7 Safety.

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

1.8 Warranty.

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

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

EXHIBIT C – PROPOSAL RESPONSE FORMS

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

ADDENDUM #:

1 _____
2 _____
3 _____

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

7/8/2019 _____
7/11/2019 _____
7/18/2019 _____

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

Jay Lanenga _____
(Please Print Name)

7-30-19 _____
Date

Authorized Signature

Director of Commercial Contracts _____
Title

Herman Miller Inc. _____
Company Name

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

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

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

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

Not include any exceptions to the Sample Contract.

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

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

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

Representative (signed): _____ 

REQUIRED FORM 4 DELIVERY AND WARRANTY

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

Warranty: Company must detail the following:

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

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

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

Additional Programs and Services (continued)

Options® Program

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

Vary Easy® Program

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

Lead Time Programs for Rapid Shipment

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

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

Furniture Disposal Programs

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



A warranty is a promise.

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

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

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

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

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



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

Herman Miller Products

5 years

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

3 years

Herman Miller Collection outdoor products; Compass™ system faucet

2 years

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

1 year

Formwork stackable desktop storage; Nelson™ Bubble Lamps®

None

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

Herman Miller Materials

5 years

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

1 year

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

Parts and Components

5 years

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

3 years

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

2 years

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

1 year

Compass system faucet sensors and control box

6 months

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

Other Manufacturers' Products

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



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

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

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

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

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

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

The warranty period starts from the date of purchase.

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

Herman Miller does not warrant:

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

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

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

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

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

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

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

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

Effective April 2019

HermanMiller

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

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

Geiger Warranty

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

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

Geiger Commercial Office Furniture Products

12 years

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

Geiger Textile Alliance Program SM Fabrics

3 years

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

Nonstandard Products

1 – 5 years

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

All Other Products, Parts and Services

2 years

Height adjustable bases (electrical parts).

5 years

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

3 years

All service parts.

6 months

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

None

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

Provisions that apply to all products and services:

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

This warranty extends only to the original purchasers who acquire new product from Geiger, or its authorized resellers. Any product, part, or component must have been installed, used, and maintained according to Geiger's published instructions in order to be eligible for coverage under this warranty and must not have been subject to misuse or abuse. Any modification to the original product voids the warranty. Geiger does not warrant the performance of the product when used in combination with other than original Geiger product. The warranty period starts from the date of purchase. This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Geiger disclaims any other warranty whether express or implied, statutory or otherwise, in relation to the products. 40

Geiger Warranty (continued)

Geiger does not warrant:

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

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

In addition, Geiger does not warrant:

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

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

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

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

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



Limited Lifetime Warranty

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

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

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

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

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

5 years for all other mechanisms and mechanical components

5 years for Overbed Tables, Physician and Caregiver Stools

5 years for lighting

5 years on Nemschoff Performance Fabric (NPF)

1 year for electrical outlets

1 year for Privacy Panels (Palisade)

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

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

Customers Own Material (COM) is not covered under warranty

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

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

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

Nemschoff

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

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

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

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

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



Schedule 1

Warranty information

7 years

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

Exceptions

5 years

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

Fabric

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

Limitations and Exceptions

A) General

The warranties set out in Part 1 of Schedule 1:

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

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

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

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

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Knaresborough Tech Park
Manse Lane
Knaresborough HG5 8LF
Great Britain

VAT Registration Number: 859435287

T: +44 (0)1423 816 500
E: sales@naughtone.com

Registered Office:
Naughtone Ltd, Unit D, Knaresborough Technology Park
Manse Lane, Knaresborough, North Yorkshire, HG5 8LF
Company Registration Number: 05285557

Useful Beautiful Furniture
British Designed
Since 2005

www.naughtone.com



Warranty

Coverage

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

Other Warranties

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

Exclusions

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

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

Limitation of Liability

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

framery

Framery warranty

1. Framery warrants that the goods will meet the Specifications.

2. Unless specifically agreed otherwise in the Contract, the warranty period is twelve (12) months from the date of their delivery Ex Works Tampere, Finland, whichever shall be the earlier.

3. The warranty for each product is valid only after a duly completed Warranty checklist (per each product) is submitted to Framery email address warranty@frameryacoustics.com in electronic form (picture, pdf).

4. During the warranty period, Framery undertakes upon written request of the Purchaser to, at Framery's discretion, repair, replace or refund the price of any parts of the goods delivered which can be proved to be damaged due to bad material, faults in design, poor workmanship or which fail to meet the Specifications.

5. The warranty shall not be effective and shall not be relied upon by the Purchaser in the event of:

5.1. the goods having been at any time, during the period beginning with their delivery Ex Works Tampere, Finland, stored, handled, transported, installed, maintained or used in a manner inconsistent with Framery's then current technical requirements, the standard instructions (or in the absence thereof, in accordance with generally accepted practices in the industry) or the alleged defect having been caused by accident, neglect or events beyond Framery's control occurring after delivery of such goods Ex Works Tampere, Finland; or

5.2. normal wear and tear; or

5.3. use or conditions affecting the goods which are unusual or not reasonably foreseeable in relation to the conditions; or

5.4. use of the goods in connection with non-Framery parts, spares or materials which have not been approved expressly by Framery; or

5.5. the product or a part of the product has been unproperly stored, used or kept outside of normal office conditions, or in conditions with dramatic temperature variations or outdoors or in an environment not suitable for the product; or

5.6. the product has been moved, dismantled or repaired against the Framery instructions; or

5.7. repairs, alterations or customisation carried out without Framery's written consent or faulty repairs executed by others than Framery

6. Additionally the warranty does not apply to:

6.1. changes in surface finishes due to aging or exposure to light, or

6.2. pilling of textiles, or

6.3. damage, marking or staining of surfaces due to contact with rubber or similar compounds, or

6.4. damages from sharp objects or imprinting from writing instruments, or

6.5. damages caused by force majeure, or damages caused by moving, dismantling or repairing by other than personnel of Framery Oy or authorized distributor, or damages caused by using shoes within doors, or

6.6. damages caused by force majeure, or damages caused by moving, dismantling or repairing by other than personnel of Framery Oy or authorized distributor, or damages caused by using shoes within doors, or

6.7. damages in glasses caused by abnormal use of product, or

6.8. damages due to misuse or vandalism, or

6.9. damages due to slamming the door open or close or due to leaning against the door.

7. The Purchaser shall, without delay, and in no case later than twenty-one (21) days after discovering the defect which it believes may constitute a breach of warranty, notify Framery's After Sales and Services in writing. Such notice shall consist of a duly completed Warranty Claim Form (available from Framery's After Sales and Services) and any additional information the Purchaser and/or Framery may deem relevant. Upon Framery's acceptance of the validity of a warranty claim, it shall issue to the Purchaser a Warranty Acceptance Form. The Purchaser shall then at its costs, return the goods to Framery, if so requested. If there is a reason to believe that the defect may cause damage to person(s) or property, notice shall be given immediately after discovering the defect and may be given by phone, fax or e-mail followed by the appropriate complete written notice as described above.

8. If the Purchaser fails to notify Framery of the defect within the time specified above, it shall lose its right to have the defect remedied.

9. For valid warranty claims, Framery shall carry out troubleshooting, dismantling and/or re-installation of the defective part if this, in Framery's opinion, requires special knowledge. If such special knowledge is not required in Framery's opinion, Framery shall have fulfilled its obligation in respect of the defect when it delivers a duly repaired or replacement part to the Purchaser Ex Works Tampere, Finland. If troubleshooting, dismantling or re-installation of parts necessitates an intervention in equipment other than the goods (which the Purchaser shall arrange to have carried out), the labour and cost incurred thereby shall be borne by the Purchaser.

10. Unless otherwise agreed, transport and customs brokerage costs of defective parts to and from Framery shall be for the Purchaser's account and risk and if troubleshooting, dismantling or re-installation, repair or replacement is carried out at the location of the defective parts then Framery shall be entitled to full compensation for travel, accommodation and labour incurred in travel to and from such location. Such compensation shall be determined in accordance with the then applicable provisions of Framery's Field Service Rate Schedule.

11. If the Purchaser gives notice of a defect and no defect is found which the warranty covers, Framery shall be entitled to full compensation for the work and costs incurred by reason of the notice having been given wrongly.

12. The Purchaser shall provide Framery free of charge with all necessary access and other facilities and all information required to enable Framery to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

13. AS PROVIDED FOR IN THIS SECTION 12, FRAMERY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO COMMON LAW), ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY SPECIFIED IN THIS SECTION 12 IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND IN LIEU OF, NOT IN ADDITION TO, ANY OTHER REMEDY AVAILABLE AT LAW OR IN EQUITY.

14. If twenty-one (21) days after the expiration of the warranty period the Purchaser has made no specific written claim under the terms of the warranty, Framery shall be released from such warranty obligations.

15. Framery shall not give an installation warranty unless the product was installed by Framery itself.

HAY

2-year warrenty

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

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

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

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

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

The warrenty is valid from January 1, 2015.

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

Subcontractor Name	Description of work or materials	Indicate either “M”, “S”, and/or “W”	City Vendor #
Cabro	Installation	W	305715
Chem Clean	Janitorial and Custodial Services	S	301413
Alianza Services, LLC	Dealer	M	
Alianza Services, LLC - NYC	Dealer	M	
Alianza Services, LLC - NJ	Dealer	M	
Alianza Service, LLC - CitiFinancial	Dealer	M	
Intelligent Interiors, Inc.	Dealer	M	
Navajo Office Products, LLC	Dealer	M	
Officeworks - Indianapolis	Dealer	M	
Supply Source, Inc. - Johnstown	Dealer	M	
Supply Source, Inc. - St. College (vol inc with D060548)	Dealer	M	
Supply Source, Inc.-- Williamsport	Dealer	M	
Supply Source, Inc. - Mechanicsburg	Dealer	M	
OP/Contract Furnishers of Hawaii - Guam	Dealer	W	
One Eleven Design	Dealer	W	
PK Spectrum LLC	Dealer	W	
The Sheridan Group - Los Angeles	Dealer	W	
The Sheridan Group - Santa Fe Springs	Dealer	W	
The Sheridan Group - Calabasas	Dealer	W	
VRD Corporate Interiors	Dealer	W	

WRG	Dealer	W	
Workplace Resource - Denver	Dealer	W	
Workplace Resource - Colorado Springs	Dealer	W	
Workplace Resource, LLC -- Austin	Dealer	W	
Workplace Resource, LLC -- San Antonio	Dealer	W	
Workplace Resource, LLC -- Louisiana	Dealer	W	
Wrk Lab, Inc	Dealer	W	
Workscapes, Inc. - Fort Lauderdale	Dealer	W	
Workscapes, Inc. - Fort Myers	Dealer	W	
Workscapes, Inc. - Jacksonville	Dealer	W	
Workscapes, Inc. - Orlando	Dealer	W	
Workscapes, Inc. - Tampa	Dealer	W	
Acoustitech	Supplier	M	
Alpha Coating Technology	Supplier	M	
Apex Spring & Stamping	Supplier	M	
Eagle-Nichols Packaging	Supplier	M	
Global Concepts Enterprise Inc	Supplier	M	
Hot Melt Technologies	Supplier	M	
Intex Technologies	Supplier	M	
Jireh Metals Products	Supplier	M	
Luna Textiles	Supplier	M	
Mico Industries	Supplier	M	
Primera Plastic Inc	Supplier	M	

Reggie McKenzie Industrial Materials	Supplier	M	
Supply Source Options LLC	Supplier	M	
Ventura Manufacturing	Supplier	M	
Gill Industries	Supplier	W	
H&H Metal Source Inc	Supplier	W	
Proos Manufacturing	Supplier	W	
Soundtech Inc	Supplier	W	
Nuvar Inc	Supplier	W	

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

Representative (signed): *Kavy Lenon*

9/26/2019
Date

Kavy Lenon
Representative Name



CBI FORM 4: Letter of Intent

Per Part B, Section 3.4 of the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each SBE and/or MBE listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	Furniture, Installation and Related Products and Services
Project Number:	269-2019-105

To be completed by the Bidder	
Name of Bidder:	Herman Miller, Inc. / Alfred Williams & Company Vendor #: 122386
Address:	855 E Main Zeeland, MI 49464
Contact Person:	Jay Lanenga Email: jacob_lanenga@hermanmillier.com
Telephone:	616-654-3897 Fax:

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned SBE and/or MBE.

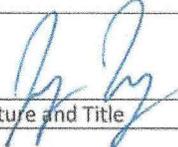
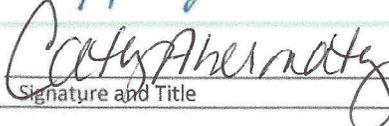
Identify in complete detail the scope of work to be performed or item(s) to be supplied by the SBE and/or MBE.

Furniture installation, Moving and Warehousing

The prime contractor shall pay the subcontractor the committed goal of 10% of the monthly amount paid by the city.

To be completed by SBE and/or MBE	
Name of SBE and/or MBE:	Cabro LLC Vendor#: 305715
Address:	1893 Scott Futrell Drive. Charlotte, NC 28208
Contact Person:	Cathy Abernathy Email: mark@cabro1.com
Telephone:	704-391-5498 Fax: 704-393-6048

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the SBE and/or MBE listed above, and that the description, cost and percentage of work to be performed by the SBE and/or MBE as described above is accurate. The SBE and/or MBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder:	 Director of Contracts Date: 12/4/19
SBE/MBE Firm: (Circle one or both)	 managing partner Date: 12/4/19

REQUIRED FORM 6

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

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

REQUIRED FORM 10 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<p><u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	<p>Herman Miller’s Design for Environment protocol focuses on maintaining our high standards while incorporating increasingly more environmentally sustainable materials into our new product designs. Our goal is to maximize the amount of recycled content and recyclability of a product at the end of its useful life.</p> <p>For more information on recycled content for products, please refer to please refer to the “Environmental Calculator” (ecomedes) on our website: hermanmiller.ecomedes.com.</p>
<p><u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	<p>For recyclability percentages of specific products, please refer to please refer to the “Environmental Calculator” (ecomedes) on our website: hermanmiller.ecomedes.com.</p>
<p><u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.</p>	<p>Our products are not biodegradable.</p>
<p><u>Compostability.</u> Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.</p>	<p>Not Applicable to our products.</p> <p>For many years, we have reported to the EPA WasteWise program with a focus on diverting materials from a landfill----including composting. Our most current 2019 reporting indicated 387.75 tons (775,504 pounds) of material composted. This includes paper towels from bathrooms along with utensils/plates/food waste from our on-site cafeterias.</p>
<p><u>Energy Consumption.</u> Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.</p>	<p>We use processes that eliminate waste from our facilities, borrow the water we need and manage it well, reduce energy intensity, and use renewable forms of energy.</p> <p>In FY2017, Herman Miller consumed 96,600 Megawatt hours or \$42.2 Megawatt hours/\$ million sales</p>

<p><u>Energy Efficiency.</u> Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy’s Federal Energy Management Program.</p>	<p>Not Applicable to our products.</p>
<p><u>Water Efficiency.</u> Eligible products must meet or exceed the Environmental Protection Agency’s WaterSense program or be water-efficient or low-flow fixtures.</p>	<p>Not Applicable to our products.</p>
<p><u>Low VOCs.</u> Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.</p>	<p>For VOC content information of specific products, please refer to please refer to the “Environmental Calculator” (ecomedes) on our website: hermanmiller.ecomedes.com.</p>
<p><u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this proposal.</p>	<p>Larger scale domestic orders allow the use of minimal packaging, such as bulk packaging and blanket wrapping. Bulk packaging examples include stretch wrapping up to 40 worksurfaces or screens to a pallet, thus eliminating an individual box and multiple pieces of protective foam for each product. Another common bulk pack example includes placing up to 48 pieces of cladding in a single box with pallet truck access and a “zip-line” opening to allow easy access at the point of delivery.</p> <p>Blanket wrapping typically involves seating and metal storage products. In this scenario we wrap products in reusable blankets and ship them directly from the plant to the installation site. The transit company brings the blankets back to Herman Miller for a closed-loop packaging reuse system. Bulk packaging and blanket wrapping not only eliminate the need for corrugated boxes, foams and plastics, but typically increase unloading time by 25% or more, with similar savings in disposal reduction and transit efficiency.</p>
<p><u>Pollution Prevention.</u> Please state your company’s policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or</p>	<p>Herman Miller Safety and Sustainability Policy At Herman Miller, we approach safety and sustainability two ways.</p> <p>From the top down, we set goals for safety and sustainability and make performance to these goals part of our CEO’s scorecard.</p>

<p>otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.</p>	<p>From the bottom up, we empower people with a passion for wellness and responsibility to lead by example and through organized programs.</p> <p>These approaches meet in the middle, always striving to improve through commitments to:</p> <p>Living, Working, and Being Safe Promoting safety knowledge, well-being both at work and at home, and the prevention of injuries and ill health.</p> <p>Being Resource Smart Acting on the prevention of pollution, the elimination of all forms of waste, and the efficient use of all resources.</p> <p>Being Eco Inspired Advocating for better, more sustainable products with safer material chemistry.</p> <p>Being Community Driven Sharing best practices with all stakeholders and going beyond compliance with regulations and other requirements.</p>
<p><u>Life Cycle Management.</u> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	<p>As part of our Design for the Environment process, life cycle impacts are considered when making material choices. Additionally, full life cycle assessments (LCAs) have been conducted for major product categories/product lines.</p> <p>Herman Miller has been using LCAs since 2006 to identify the potential environmental impacts of our products. We perform life cycle analysis specifically according to ISO documents 14040 and 14044 and we conform to the most recent respective Product Category Rules for Environmental Product Declarations (EPDs). EPDs are now available for the majority of our performance seating products.</p>
<p><u>End of Life Management.</u> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	<p>The Herman Miller rePurpose program is an industry-leading resource for managing surplus corporate assets, including furniture, equipment, and supplies. By employing a thoughtful combination of resale, recycling, and donation on each project, rePurpose ensures assets reach their best destination. The rePurpose program is a single-source approach, which saves time and money, eliminates liability, and keeps 99 percent of product out of landfills. Fees for rePurpose vary based on size and scope.</p>

EXHIBIT D – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the Furniture, Installation, and Related Products and Services (the "Contract") between the City of Charlotte and Herman Miller, Inc. (the "Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form 8 – Vendor Debarment Certification is incorporated herein as Form D.1 below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** In its performance under the Contract, the Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

REQUIRED FORM 9 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The undersigned certifies, to the best of his or her knowledge and belief, that:

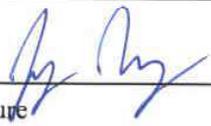
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Herman Miller Inc. (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Jay Lanenga

(Print Name)



Authorized Signature

7-30-19

Date

Herman Miller Inc.

Company Name

855 East Main Avenue

Address

Zeeland, Michigan 49464

City/State/Zip

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Third Amendment") is made and entered into this 18th of March 2021, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties now desire to amend the Contract to add and delete product lines and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Third Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the addition and deletion of product lines which are attached hereto as Exhibit A.2.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2020000622
Amendment#: 3
Vendor#: 308726

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

HERMAN MILLER, INC.

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

Preston Z
Ziegler:A0109B30000016
D1C502E0700000E76
BY: _____
(signature)

Digitally signed by Preston Z
Ziegler:A0109B30000016D1C502
E0700000E76
Date: 2021.03.22 12:47:53 -04'00'

BY: _____
(signature)

PRINT NAME: Preston Z. Ziegler

PRINT NAME: _____

TITLE: Contract Manager

TITLE: _____

DATE: 3/19/2021

DATE: _____



Date Submitted: March 29, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000622

Amendment #: 3

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

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per

ures, once completed, shall b
document ider

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: f98f2b82106208b08604836a6d96b831

HERMAN MILLER - CONTRACT 2020000622
EXHIBIT A.2 - PRICING SHEET

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 & AO2 Panels (B)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	September 3, 2019	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Accessories (8)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	C-Style Overhead Storage (CS)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture - Ancillary	Energy Distribution System (C)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Generic (R)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Innovative Products (IP)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Systems Furniture - Ancillary	Keys & Locks (KA)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Lighting (A)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Textiles (K)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Thrive® CBS Portfolio (ZZ)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Global (Z3)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	January 4, 2021	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	September 3, 2019	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	September 3, 2019	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	September 3, 2019	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	January 4, 2021	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	January 4, 2021	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	January 4, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	January 4, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Renew Link (IB)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable

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I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Freestanding Furniture	Renew Tables (IE)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Domino Storage™ (DS)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Eco™ Group (GF)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Keyveira™ Express (HN) <i>(discontinued)</i>						
Freestanding Furniture	Geiger Levels® (HV)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (H1)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Triuna™ Collection (G2)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	September 3, 2019	43.00%	41.00%	45.00%	43.00%	Negotiable
Freestanding Furniture	Rhythm (RM)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	January 4, 2021	37.25%	35.25%	38.25%	36.25%	Negotiable
Seating / Chairs	Caper® Chair (WC)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Celle® Chair (TR)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Chadwick™ Modular Seating (V)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Cosm (FC)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	September 3, 2019	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV)	September 3, 2019	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Lino (MI)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	January 4, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	SAYL® (AV)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable

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I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Seating / Chairs	Stools (SO)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Verus (PI)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Leeway (LA)	September 3, 2019	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	January 4, 2021	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	January 4, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Whisk (HX)	January 4, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	HAY HM (2C)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	naughtone (NO)	September 3, 2019	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nemschoff	January 7, 2019	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	September 3, 2019	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Sriad (SD)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Nemschoff Bedside Cabinet (CD)	January 4, 2021	46.00%	44.00%	47.00%	45.00%	Negotiable
Filing Systems, Storage & Equipment	OE1 Storage (JE)	January 4, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable

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FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	September 3, 2019	54.00%	52.00%	55.00%	53.00%	Negotiable
<i>Limited Product Lines</i>	<i>Design Within Reach</i>	<i>January 4, 2021</i>	<i>20.00%</i>	<i>18.00%</i>	<i>20.00%</i>	<i>18.00%</i>	<i>Negotiable</i>
D	Herman Miller for Healthcare Action Lab (D)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	September 3, 2019	12.00%	10.00%	12.00%	10.00%	Negotiable
CH	Mora (CH)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	September 3, 2019	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
CW	Magis® Alliance (CW)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX) <i>(discontinued)</i>						

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List prices include freight within the 48 contiguous United States. Shipments outside of the contiguous United States are shipped freight prepaid to point of embarkation with freight costs beyond that point shipped collect.
Purchase order and payment are issued directly to the local authorized Herman Miller dealer.
Payment Terms are Net 30 or as negotiated with the local authorized Herman Miller dealer.
Deposit requirements and progress payments to be negotiated with the local authorized Herman Miller dealer.
Returns & cancellations are allowed only with HMI/dealer approval under HMI's change/cancellation policy.

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

Installation & Delivery Services:
The service option product discounts include "standard" services only, subject to the conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent on the specific project conditions. Additional charges and services shall be negotiated in advance of the service being performed.
- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- Service work will shall not be hindered by other trades.
- Electric, heat, and adequate elevator service will be furnished without charge.
- The immediate installation area shall be complete and free of debris including the carpet/flooring before installation commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.

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

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2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:	
Basic Installation - Normal Hours	3% of List for seating products; 5% of List for all other products (Clinical Casework quoted)
Basic Installation - After Hours	See rates in option 2 below
Expanded Installation - Normal Hours	5% of List for seating products; 7% of List for all other products (Clinical Casework quoted)
Expanded Installation - After Hours	See rates in option 2 below
OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:	
Basic Installation - Normal Hours	See fixed % of Discount In Option 1 above
Basic Installation - After Hours	\$52.50 - \$86.75
Expanded Installation - Normal Hours	See fixed % of Discount In Option 1 above
Expanded Installation - After Hours	\$52.50 - \$86.75
Design	\$55.00 - \$78.75
Project Management	\$55.00 - \$89.25
Asset Management	\$55.00 - \$89.25
Installation/Reconfiguration of existing product	\$40.00 - \$65.00
Strategic Planning Services	\$100 - \$157.50
Occupancy Planning/CAD Drafter	\$60.00 - \$89.25
Build-Out Project Mgt. Services	\$90.00 - \$115.50
FFE Mgt. Services	\$90.00 - \$115.50
Performance Environments	To be Quoted
RePurpose Program	To be Quoted - Herman Miller will work with the customer to determine the best product disposition via our repurpose program
3. FIXED STORAGE RANGE RATE / FT² :	
	\$1.50/sq.ft - \$1.85/sq.ft
4. INCENTIVES:	
DESCRIPTION	AMOUNT OR PERCENTAGE
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer
*Each Incentive listed above would be separately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.	

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

Installation & Delivery Services:
The service option product discounts include "standard" services only, subject to the conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent on the specific project conditions. Additional charges and services shall be negotiated in advance of the service being performed.
- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- Service work will shall not be hindered by other trades.
- Electric, heat, and adequate elevator service will be furnished without charge.
- The immediate installation area shall be complete and free of debris including the carpet/flooring before installation commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.
- Travel expenses will be quoted extra

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

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Sixth Amendment") is made and entered into this 1st of January 2023, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties amended the Contract to add and delete product lines.
- E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.
- F. The parties amended the Contract to replace the pricing sheet due to addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.
- G. The parties now desire to amend the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
- 2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition of product lines and the price adjustments in the October 3, 2022 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.5.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

HERMAN MILLER, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: Preston Z. Ziegler
(signature)

Digitally signed by Preston Z. Ziegler
Date: 2022.10.04 09:13:26 -04'00'

BY: _____
(signature)

PRINT NAME: Preston Z. Ziegler

PRINT NAME: _____

TITLE: Contract Manager

TITLE: _____

DATE: 10/4/2022

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: November 07, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2020000622

Amendment #:

Contract Name: Citywide Furniture

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

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ures, once completed, shall b
document ider

eSigned via SeamlessDocs.com
Brent Cagle
Key: f98f2b82106208b08604836a6d96b831

HERMAN MILLER - CONTRACT 2020000622-6
EXHIBIT A.5 - PRICING SHEET

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000	DROP SHIP	INSIDE DELIVERY	INSIDE DELIVERY	\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY					
Systems Furniture	Action Office® 1 & AO2 Panels (B)	October 3, 2022	70.50%	68.50%	71.50%	71.50%	69.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	October 3, 2022	70.50%	68.50%	71.50%	71.50%	69.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	October 3, 2022	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	October 3, 2022	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	October 3, 2022	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	October 3, 2022	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	October 3, 2022	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	October 3, 2022	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	October 3, 2022	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	40.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	October 3, 2022	53.00%	51.00%	55.00%	53.00%	53.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	October 3, 2022	51.00%	49.00%	53.00%	53.00%	51.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	October 3, 2022	53.20%	51.20%	54.50%	52.50%	52.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Accessories (8)	October 3, 2022	70.50%	68.50%	71.50%	71.50%	69.50%	69.50%	Negotiable
Systems Furniture - Ancillary	C-Style Overhead Storage (CS)	October 3, 2022	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable
Systems Furniture - Ancillary	Energy Distribution System (C)	October 3, 2022	70.50%	68.50%	71.50%	71.50%	69.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Generic (R)	October 3, 2022	64.00%	64.00%	66.00%	66.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Innovative Products (IP)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Systems Furniture - Ancillary	Keys & Locks (KA)	October 3, 2022	64.00%	64.00%	66.00%	66.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Lighting (A)	October 3, 2022	70.50%	68.50%	71.50%	71.50%	69.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Textiles (K)	October 3, 2022	64.00%	64.00%	66.00%	66.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Thrive® CBS Portfolio (ZZ)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Global (Z3)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Global (Z3)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	October 3, 2022	65.00%	63.00%	65.50%	63.50%	63.50%	63.50%	Negotiable
Freestanding Furniture	Ambit (IH)	October 3, 2022	65.00%	63.00%	65.50%	63.50%	63.50%	63.50%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	October 3, 2022	66.50%	64.50%	68.50%	66.50%	66.50%	66.50%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	October 3, 2022	48.70%	46.70%	51.30%	49.30%	49.30%	49.30%	Negotiable
Freestanding Furniture	Easton Seating and Tables (SY, SJ)	October 3, 2022	47.00%	45.00%	47.00%	45.00%	45.00%	45.00%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	October 3, 2022	64.00%	62.00%	66.00%	64.00%	64.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	67.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	October 3, 2022	53.30%	51.30%	54.70%	52.70%	52.70%	52.70%	Negotiable
Freestanding Furniture	Headway Conference Tables (HM)	October 3, 2022	66.50%	64.50%	68.60%	66.50%	66.50%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Freestanding Furniture	Motta Table (AH)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	67.00%	67.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (LL)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	67.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	67.00%	67.00%	Negotiable
Freestanding Furniture	OEI Boundary (JC)	October 3, 2022	66.25%	64.25%	67.25%	65.25%	65.25%	65.25%	Negotiable
Freestanding Furniture	OEI Micro Packs (JD)	October 3, 2022	67.25%	65.25%	68.25%	66.25%	66.25%	66.25%	Negotiable
Freestanding Furniture	OEI Tables and Bench (JF)	October 3, 2022	67.25%	65.25%	68.25%	66.25%	66.25%	66.25%	Negotiable
Freestanding Furniture	Renew Link (IB)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	67.00%	67.00%	Negotiable

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE				TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER			
		CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	\$100,001 - \$400,000
Freestanding Furniture	Renew Tables (IE)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	67.00%	67.00%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	40.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Domino Storage™ (DS)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	40.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Eco™ Group (GF)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Keyira™ Express (HN) <i>(discontinued)</i>								
Freestanding Furniture	Geiger Levels® (HV)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (HI)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Triuma™ Collection (G2)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	October 3, 2022	43.00%	41.00%	45.00%	43.00%	43.00%	43.00%	Negotiable
Freestanding Furniture	Rhythm (RM)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	October 3, 2022	53.00%	51.00%	55.00%	53.00%	53.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	October 3, 2022	37.25%	35.25%	38.25%	36.25%	36.25%	36.25%	Negotiable
Seating / Chairs	Betwixt Seating (LN)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	40.00%	40.00%	Negotiable
Seating / Chairs	Capet® Chair (WC)	October 3, 2022	53.00%	51.00%	55.00%	53.00%	53.00%	53.00%	Negotiable
Seating / Chairs	Celle® Chair (TR) <i>(discontinued)</i>								
Seating / Chairs	Chadwick™ Modular Seating (V)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Seating / Chairs	Comma Seating (WR)	October 3, 2022	48.00%	46.00%	50.00%	48.00%	48.00%	48.00%	Negotiable
Seating / Chairs	Cosm (FC)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	40.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	October 3, 2022	49.00%	47.00%	51.00%	49.00%	49.00%	49.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	40.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV)	October 3, 2022	49.00%	47.00%	51.00%	49.00%	49.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO)	October 3, 2022	53.00%	51.00%	55.00%	53.00%	53.00%	53.00%	Negotiable
Seating / Chairs	Lino (MI)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Seating / Chairs	SAYL® (AV)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE				TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER			
		CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	\$100,001 - \$400,000
Seating / Chairs	Stools (SO)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Seating / Chairs	Verus (PI)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	October 3, 2022	22.00%	20.00%	24.00%	22.00%	22.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Seating / Chairs	Geiger Soft™ (H6)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Seating / Chairs	Leeway (LA)	October 3, 2022	51.00%	49.00%	51.00%	49.00%	49.00%	49.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	October 3, 2022	53.50%	51.50%	54.50%	52.50%	52.50%	52.50%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Seating / Chairs	Whisk (HX)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Seating / Chairs	Zeph (BA)	October 3, 2022	53.50%	51.50%	54.50%	52.50%	52.50%	52.50%	Negotiable
Soft Seating	HAY HM(2C)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Soft Seating	naughtone (NO)	October 3, 2022	46.00%	44.00%	46.00%	44.00%	44.00%	44.00%	Negotiable
Soft Seating	Nemschoff	October 3, 2022	48.00%	47.00%	48.00%	47.00%	47.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	46.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HI)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	October 3, 2022	43.00%	41.00%	45.00%	43.00%	43.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	50.00%	50.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Soft Seating	Striad (SD)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	October 3, 2022	52.00%	50.00%	54.00%	52.00%	52.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	October 3, 2022	52.00%	50.00%	54.00%	52.00%	52.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Nemschoff Bedside Cabinet (CD)	October 3, 2022	46.00%	44.00%	47.00%	45.00%	45.00%	45.00%	Negotiable
Filing Systems, Storage & Equipment	OEI Storage (JE)	October 3, 2022	67.25%	65.25%	68.25%	66.25%	66.25%	66.25%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	October 3, 2022	52.00%	50.00%	54.00%	52.00%	52.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	October 3, 2022	52.00%	50.00%	54.00%	52.00%	52.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	69.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Pedls (UF)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	\$100,001 - \$400,000	\$400,001 and Above	
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	October 3, 2022	66.80%	64.80%	68.20%	66.20%		ALL SERVICE OPTIONS Negotiable	
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	INSIDE DELIVERY	ALL SERVICE OPTIONS	
S	Co/Struc® (S)	October 3, 2022	51.00%	49.00%	53.00%	51.00%		Negotiable	
TW	Compass™ System (TW)	October 3, 2022	54.00%	52.00%	55.00%	53.00%		Negotiable	
Limited Product Lines	Design Within Reach	October 3, 2022	20.00%	18.00%	20.00%	18.00%		Negotiable	
D	Herman Miller for Healthcare Action Lab (D)	October 3, 2022	51.00%	49.00%	53.00%	51.00%		Negotiable	
SA	Herman Miller for Healthcare Carts (SA)	October 3, 2022	12.00%	10.00%	12.00%	10.00%		Negotiable	
CH	Mora (CH)	October 3, 2022	51.00%	49.00%	53.00%	51.00%		Negotiable	
OS	Living Office Hardware (OS) - does not include software/subscriptions	October 3, 2022	50.00%	50.00%	50.00%	50.00%		Negotiable	
MN	Overlay (MN)	October 3, 2022	54.00%	52.00%	56.00%	54.00%		Negotiable	
CW	Magis® Alliance (CW)	October 3, 2022	40.00%	38.00%	42.00%	40.00%		Negotiable	
CX	Mattiazzi Alliance (CX) <i>(discontinued)</i>								

**HERMAN MILLER - CONTRACT 2020000622-6
EXHIBIT A.5 - PRICING SHEET**

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

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

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

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

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

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

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

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

NTE = Not To Exceed

HERMAN MILLER - CONTRACT 2020000622-6
EXHIBIT A.5 - PRICING SHEET

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

3. FIXED STORAGE RANGE RATE / FT²:	\$1.50/sq.ft. - \$1.85/sq.ft.
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4. INCENTIVES:	
DESCRIPTION	AMOUNT OR PERCENTAGE
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer

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

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG****EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 16 of May 2024, by and between Millerknoll, Inc. dba Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties amended the Contract to add and delete product lines.
- E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.
- F. The parties amended the Contract to replace the pricing sheet due to the addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.
- G. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.
- H. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.
- I. The company now seeks to assume all of Knoll Inc.'s rights, titles, interests, and responsibilities under the agreement.
- J. The parties now desire to amend the Contract to extend the Term of the Contract by the first of two (2) one-year renewal terms, to incorporate all pricing and warranties, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eighth Amendment by reference.
2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The company hereby assumes all of Knoll In Inc.'s rights, titles, interests, and responsibilities under the agreement.
4. All references to "Knoll Inc." in the Agreement are hereby deemed to state "Millerknoll, Inc.".
5. This Eighth Amendment extends the Term of the Contract by the first of two (2) one-year renewal terms to expire on December 31, 2025.

6. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition of product lines and the price adjustments in the July 5, 2023, verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.8.
7. Exhibit C.1 updates the delivery and warranty terms for Herman Miller and Knoll product lines.
8. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
9. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

MILLERKNOLL, INC.:

DocuSigned by:
BY: Jay Lanenga
958890CE614447...
(Signature)

PRINT NAME: Jay Lanenga

TITLE: Senior Director of Contracts

DATE: April 24, 2024 | 1:50 PM EDT

CITY OF CHARLOTTE:

CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: May 13, 2024

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000622

Amendment #: 8

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: MillerKnoll Inc. dba Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f06f2b82106208b0804836a6d96b8

EXHIBIT A.8- PRICING SHEET
Herman Miller Product Line

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

EXHIBIT A.8- PRICING SHEET
Herman Miller Product Line

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	\$100,001 - \$400,000	\$400,001 and Above	
Freestanding Furniture	Geiger Eco™ Group (GF)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Elisi (LC)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Levels® (HV)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger MP Tables (HE)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Occasional Tables (HB)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger One Casegoods (H1)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Other (GZ)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Petri/Exo Common (GT)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Shelf (SS)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Table™ Casegoods (G9)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Triuna™ Collection (GZ)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	Negotiable	
Freestanding Furniture	Geiger Ward Bennet™ Tables & Storage (H3)	July 5, 2023	43.00%	41.00%	43.00%	41.00%	43.00%	Negotiable	
Freestanding Furniture	Headway Conference Tables (IM)	July 5, 2023	66.50%	64.50%	66.50%	64.50%	66.50%	Negotiable	
Freestanding Furniture	Herman Miller International Collection™ (IK)	July 5, 2023	46.00%	44.00%	46.00%	44.00%	46.00%	Negotiable	
Freestanding Furniture	Herman Miller Tables (F)	July 5, 2023	69.00%	67.00%	69.00%	67.00%	69.00%	Negotiable	
Freestanding Furniture	Intersect® Portfolio (CP)	July 5, 2023	53.00%	51.00%	53.00%	51.00%	53.00%	Negotiable	
Freestanding Furniture	Motia Table (AH)	July 5, 2023	67.00%	65.00%	67.00%	65.00%	67.00%	Negotiable	
Freestanding Furniture	Nelson Bed (NB)	July 5, 2023	37.00%	35.00%	37.00%	35.00%	37.00%	Negotiable	
Freestanding Furniture	Nelson Lighting (NL)	July 5, 2023	37.00%	35.00%	37.00%	35.00%	37.00%	Negotiable	
Freestanding Furniture	Nelson™ Tables (NX)	July 5, 2023	37.00%	35.00%	37.00%	35.00%	37.00%	Negotiable	
Freestanding Furniture	Nevi Link (IL)	July 5, 2023	67.00%	65.00%	67.00%	65.00%	67.00%	Negotiable	
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	July 5, 2023	67.00%	65.00%	67.00%	65.00%	67.00%	Negotiable	
Freestanding Furniture	OEI Boundary (JC)	July 5, 2023	66.25%	64.25%	66.25%	64.25%	66.25%	Negotiable	
Freestanding Furniture	OEI Community Elements (JP)	July 5, 2023	53.00%	51.00%	53.00%	51.00%	53.00%	Negotiable	
Freestanding Furniture	OEI Micro Pads (JD)	July 5, 2023	67.25%	65.25%	67.25%	65.25%	67.25%	Negotiable	
Freestanding Furniture	OEI Tables and Bench (JF)	July 5, 2023	67.25%	65.25%	67.25%	65.25%	67.25%	Negotiable	
Freestanding Furniture	Passport Work Table (IQ)	July 5, 2023	67.00%	65.00%	67.00%	65.00%	67.00%	Negotiable	
Freestanding Furniture	Renew Link (IB)	July 5, 2023	67.00%	65.00%	67.00%	65.00%	67.00%	Negotiable	
Freestanding Furniture	Renew Tables (IE)	July 5, 2023	67.00%	65.00%	67.00%	65.00%	67.00%	Negotiable	
Seating / Chairs	Aeron® Chairs (EC)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	53.00%	Negotiable	
Seating / Chairs	Avari Chair (NU)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	45.00%	Negotiable	
Seating / Chairs	Aside® Seating (PD)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	53.00%	Negotiable	
Seating / Chairs	Axa Folding Chair (XA)	July 5, 2023	37.25%	35.25%	38.25%	36.25%	36.25%	Negotiable	
Seating / Chairs	Betwixt Seating (LN)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	40.00%	Negotiable	
Seating / Chairs	Caper® Chair (WC)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	53.00%	Negotiable	
Seating / Chairs	Chadwick™ Modular Seating (V)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	37.00%	Negotiable	
Seating / Chairs	Classical Seating (E)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	46.00%	Negotiable	
Seating / Chairs	Collection (ER)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	46.00%	Negotiable	
Seating / Chairs	Comma Seating (WR)	July 5, 2023	48.00%	46.00%	50.00%	48.00%	48.00%	Negotiable	
Seating / Chairs	Cosm (FC)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	51.00%	Negotiable	
Seating / Chairs	Eames® Aluminum Group (H)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	46.00%	Negotiable	
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	40.00%	Negotiable	
Seating / Chairs	Eames® Tandem Seating (L)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	46.00%	Negotiable	
Seating / Chairs	Embody® (CN)	July 5, 2023	49.00%	47.00%	51.00%	49.00%	49.00%	Negotiable	
Seating / Chairs	Full® (NE)	July 5, 2023	52.25%	50.25%	52.75%	50.75%	50.75%	Negotiable	

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I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER						
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	\$100,001 - \$400,000	\$400,001 and Above	
Seating/ Chairs	Full Loop (IG)		July 5, 2023	46.00%	44.00%	47.00%	44.00%	47.00%	Negotiable	
Seating/ Chairs	Gaming Chairs (XB)		July 5, 2023	22.00%	20.00%	24.00%	20.00%	22.00%	Negotiable	
Seating/ Chairs	Geiger Foray (NG)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Seating/ Chairs	Geiger Guest Seating (H5)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Seating/ Chairs	Geiger Sotto™ (H6)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Seating/ Chairs	Geiger Stackable™ (H7)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Seating/ Chairs	Geiger Stools (H2)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Seating/ Chairs	Geiger Taper (FG)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Seating/ Chairs	Goetz™ Sofa (GS)		July 5, 2023	40.00%	38.00%	42.00%	38.00%	40.00%	Negotiable	
Seating/ Chairs	Keya (TV) (discontinued)		July 5, 2023							
Seating/ Chairs	Leeway (LA)		July 5, 2023	51.00%	49.00%	51.00%	49.00%	49.00%	Negotiable	
Seating/ Chairs	Limerick® Seating (PO) (discontinued)		July 5, 2023							
Seating/ Chairs	Lino (MI)		July 5, 2023	51.00%	49.00%	53.00%	49.00%	51.00%	Negotiable	
Seating/ Chairs	Mira2 Seating (LF)		July 5, 2023	51.00%	49.00%	53.00%	49.00%	51.00%	Negotiable	
Seating/ Chairs	Plex (XX)		July 5, 2023	46.00%	44.00%	48.00%	44.00%	46.00%	Negotiable	
Seating/ Chairs	Portrait Chair (AW)		July 5, 2023	46.00%	44.00%	48.00%	44.00%	46.00%	Negotiable	
Seating/ Chairs	Prona Stacking Chair (JO)		July 5, 2023	53.50%	51.50%	54.50%	51.50%	52.50%	Negotiable	
Seating/ Chairs	SAYL® (AV)		July 5, 2023	51.00%	49.00%	53.00%	49.00%	51.00%	Negotiable	
Seating/ Chairs	Setu® (RY)		July 5, 2023	37.00%	35.00%	39.00%	35.00%	37.00%	Negotiable	
Seating/ Chairs	Stools (SO)		July 5, 2023	46.00%	44.00%	48.00%	44.00%	46.00%	Negotiable	
Seating/ Chairs	Valor Side Chair (CR)		July 5, 2023	51.00%	49.00%	53.00%	49.00%	51.00%	Negotiable	
Seating/ Chairs	Venus (PI)		July 5, 2023	29.60%	27.60%	30.60%	27.60%	28.60%	Negotiable	
Seating/ Chairs	Venthum™ Graining (XM)		July 5, 2023							
Seating/ Chairs	Whisk (HX) (discontinued)		July 5, 2023							
Seating/ Chairs	Zeph (BA)		July 5, 2023	53.50%	51.50%	54.50%	51.50%	52.50%	Negotiable	
Soft Seating	American Leather (AM)		July 5, 2023	37.00%	35.00%	39.00%	35.00%	37.00%	Negotiable	
Soft Seating	ColourForm Sofa Group (CU)		July 5, 2023	37.00%	35.00%	39.00%	35.00%	37.00%	Negotiable	
Soft Seating	Geiger Lounge Seating (H8)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Soft Seating	Geiger Mantle (AQ)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Soft Seating	Geiger Reframe (HD)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Soft Seating	Geiger Ward Bennet™ Seating (HU)		July 5, 2023	43.00%	41.00%	45.00%	41.00%	43.00%	Negotiable	
Soft Seating	Geiger U-Series (AY)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Soft Seating	HAY HM (2C)		July 5, 2023	46.00%	44.00%	48.00%	44.00%	46.00%	Negotiable	
Soft Seating	Liva Modular Sofa Group (JA)		July 5, 2023	41.50%	39.50%	43.00%	39.50%	41.00%	Negotiable	
Soft Seating	Naughtone (NO)		July 5, 2023	46.00%	44.00%	46.00%	44.00%	44.00%	Negotiable	
Soft Seating	Nelson Cube Sofa (ND)		July 5, 2023	37.00%	35.00%	39.00%	35.00%	37.00%	Negotiable	
Soft Seating	Nenschoff		July 5, 2023	48.00%	47.00%	48.00%	47.00%	47.00%	Negotiable	
Soft Seating	Objects (AB)		July 5, 2023	37.00%	35.00%	39.00%	35.00%	37.00%	Negotiable	
Soft Seating	Rappert (CM)		July 5, 2023	51.00%	49.00%	52.00%	49.00%	50.00%	Negotiable	
Soft Seating	Striad (SD)		July 5, 2023	37.00%	35.00%	39.00%	35.00%	37.00%	Negotiable	
Soft Seating	Swoop™ (OA)		July 5, 2023	46.00%	44.00%	48.00%	44.00%	46.00%	Negotiable	
Soft Seating	Wilkes Modular Sofa Group (MI)		July 5, 2023	46.00%	44.00%	48.00%	44.00%	46.00%	Negotiable	
Filing systems, storage &	Canvas Office Landscape® Metal Filing & Storage (FM)		July 5, 2023	69.00%	67.00%	71.00%	67.00%	69.00%	Negotiable	
Filing systems, storage &	Canvas Office Landscape® Wood Filing & Storage (FF)		July 5, 2023	69.00%	67.00%	71.00%	67.00%	69.00%	Negotiable	
Filing systems, storage &	Meridian® Laterals (MF)		July 5, 2023	54.00%	52.00%	56.00%	52.00%	54.00%	Negotiable	
Filing systems, storage &	Meridian® Pedestals (MP)		July 5, 2023	54.00%	52.00%	56.00%	52.00%	54.00%	Negotiable	
Filing systems, storage &	Meridian® Storage Cases/Book Cases (MS)		July 5, 2023	52.00%	50.00%	54.00%	50.00%	52.00%	Negotiable	
Filing systems, storage &	Meridian® Towers (MG)		July 5, 2023	52.00%	50.00%	54.00%	50.00%	52.00%	Negotiable	

EXHIBIT A.8- PRICING SHEET
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I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	\$100,001 - \$400,000	\$400,001 and Above	ALL SERVICE OPTIONS
Fitting systems, storage &	Meridian® Verticals (MV) (discontinued)	July 5, 2023							
Fitting systems, storage &	Nelson™ Cabinets (NC)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	37.00%	37.00%	Negotiable
Fitting systems, storage &	Healthcare Bedside Cabinets (CD)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	45.00%	45.00%	Negotiable
Fitting systems, storage &	OEI Storage (OE)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	66.25%	66.25%	Negotiable
Fitting systems, storage &	Quadrant B-Front Lateral Files (2) (discontinued)	July 5, 2023							
Fitting systems, storage &	Quadrant B-Front Pedestals (BP) (discontinued)	July 5, 2023							
Fitting systems, storage &	Quadrant F-Front Lateral Files (2A) (discontinued)	July 5, 2023							
Fitting systems, storage &	Quadrant F-Front Pedestals (BQ) (discontinued)	July 5, 2023							
Fitting systems, storage &	Tu® Laterals (UL)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Fitting systems, storage &	Tu® Pedestals (UP)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Fitting systems, storage &	Tu® Storage (US)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Fitting systems, storage &	Tu® Towers (UT)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Fitting systems, storage &	Tu® Wood Cases (UW)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Fitting systems, storage &	Tu® Wood Credenzas (UJ)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Fitting systems, storage &	Tu® Wood Cubbies (UH)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Fitting systems, storage &	Tu® Wood Peds (UJF)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
Fitting systems, storage &	Tu® Wood Towers (UJ)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	66.20%	66.20%	Negotiable
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	INSIDE DELIVERY	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
TW	Compass™ System (TW)	July 5, 2023	54.00%	52.00%	55.00%	53.00%	53.00%	53.00%	Negotiable
Limited Product Lines	Design Within Reach	July 5, 2023							
D	Herman Miller for Healthcare Action Lab (D)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	July 5, 2023	12.00%	10.00%	12.00%	10.00%	10.00%	10.00%	Negotiable
OS	Erving® Office Hardware (OS)	July 5, 2023	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	Negotiable
CW	Magis® Alliance (CW) (discontinued)	July 5, 2023							
CH	Mora (CH)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	51.00%	51.00%	Negotiable
MN	Overlay (MN)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	54.00%	54.00%	Negotiable

EXHIBIT A.8- PRICING SHEET
 Knoll Product Line

1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS			
CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND	DROP SHIP	INSIDE DELIVERY
Systems Furniture	DATE Antenna Workspaces, Date: July 2023	68.5%	65.5%
Systems Furniture	AutoStrada, Date: July 2023	68.5%	65.5%
Systems Furniture	Currents, DISCONTINUED		
Systems Furniture	Dividends Horizon, Date: July 2023	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: July 2023	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: July 2023	68.5%	65.5%
Systems Furniture	Series 2, Date: July 2023	68.5%	65.5%
Freestanding Furniture	Crinion Open Table DISCONTINUED		
Freestanding Furniture	DatesWeiser, Highline Collection Date: July 2023	41.0%	38.0%
Freestanding Furniture	DatesWeiser, Highline Vector, Date: July 2023	41.0%	38.0%
Freestanding Furniture	DatesWeiser, JD Collection Date: July 2023	41.0%	38.0%
Freestanding Furniture	Islands Collection, Date: July 2023	57.5%	54.5%
Freestanding Furniture	k. base, k. stand Price List, Date: July 2023	68.5%	65.5%
Freestanding Furniture	k. bench, Date: July 2023	68.5%	65.5%
Freestanding Furniture	k. screen, Date: July 2023	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: July 2023	59.5%	56.5%
Freestanding Furniture	KnollStudio Date: July 2023	52.5%	49.5%
Freestanding Furniture	LSM Collection, Date: July 2023	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: July 2023	57.0%	54.0%
Freestanding Furniture	Propeller Collection, Date: July 2023	52.5%	49.5%
Freestanding Furniture	Muuto, Date: July 2023	23.0%	20.0%
Freestanding Furniture	RockwellUnscripted, Date: July 2023	57.5%	54.5%
Freestanding Furniture	Tone, Date: July 2023	68.5%	65.5%
Freestanding Furniture	Upstart, DISCONTINUED		
Seating / Chairs	Office Seating (Newson Task Seating, Remix, Life, Generation, Regeneration, Multigeneration), Date: July 2023	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Olio), Date: July 2023	52.0%	49.0%
Soft Seating	k. lounge, Date: July 2023	57.0%	54.0%
Soft Seating	Pixel Lounge Date: July 2023	57.5%	54.5%
Filing Systems, Storage & Equipment	Anchor, Date: July 2023	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: July 2023	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin, Date: July 2023	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: July 2023	68.5%	65.5%

EXHIBIT A.8- PRICING SHEET
 Knoll Product Line

OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal / Replacement Parts	24 Response, Date July 2023	40.0%	n/a
Knoll Textiles	USA & Canada Price List 2023	50.0%	n/a
3. FIXED RATE:			
Storage			\$1.65/sq ft.

EXHIBIT A.8- PRICING SHEET
Knoll Product Line

2. FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:

Additional Services & Solutions	AL	AK	AZ	AR	CA	CO	CT	DE	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	MO
Basic Installation - Normal Hours	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28	\$70.72-\$91.28
Basic Installation - After Hours	\$106.08-\$141.42	\$106.08-\$141.43	\$106.08-\$141.44	\$106.08-\$141.45	\$106.08-\$141.46	\$106.08-\$141.47	\$106.08-\$141.48	\$106.08-\$141.49	\$106.08-\$141.50	\$106.08-\$141.51	\$106.08-\$141.52	\$106.08-\$141.53	\$106.08-\$141.54	\$106.08-\$141.55	\$106.08-\$141.56	\$106.08-\$141.57	\$106.08-\$141.58	\$106.08-\$141.59	\$106.08-\$141.60	\$106.08-\$141.61	\$106.08-\$141.62	\$106.08-\$141.63	\$106.08-\$141.64	\$106.08-\$141.65	\$106.08-\$141.66
Expanded Installation - Normal Hours	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28
Expanded Installation - After Hours	\$106.08-\$141.42	\$106.08-\$141.43	\$106.08-\$141.44	\$106.08-\$141.45	\$106.08-\$141.46	\$106.08-\$141.47	\$106.08-\$141.48	\$106.08-\$141.49	\$106.08-\$141.50	\$106.08-\$141.51	\$106.08-\$141.52	\$106.08-\$141.53	\$106.08-\$141.54	\$106.08-\$141.55	\$106.08-\$141.56	\$106.08-\$141.57	\$106.08-\$141.58	\$106.08-\$141.59	\$106.08-\$141.60	\$106.08-\$141.61	\$106.08-\$141.62	\$106.08-\$141.63	\$106.08-\$141.64	\$106.08-\$141.65	\$106.08-\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28
Asset Management	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28
Refurbishment	Quoted																								

FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:

Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	RI	SC	SD	IN	TX	UT	VT	VA	WA	WV	WI	WY
Basic Installation - Normal Hours	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28
Basic Installation - After Hours	\$106.08-\$141.42	\$106.08-\$141.43	\$106.08-\$141.44	\$106.08-\$141.45	\$106.08-\$141.46	\$106.08-\$141.47	\$106.08-\$141.48	\$106.08-\$141.49	\$106.08-\$141.50	\$106.08-\$141.51	\$106.08-\$141.52	\$106.08-\$141.53	\$106.08-\$141.54	\$106.08-\$141.55	\$106.08-\$141.56	\$106.08-\$141.57	\$106.08-\$141.58	\$106.08-\$141.59	\$106.08-\$141.60	\$106.08-\$141.61	\$106.08-\$141.62	\$106.08-\$141.63	\$106.08-\$141.64	\$106.08-\$141.65	\$106.08-\$141.66
Expanded Installation - Normal Hours	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28
Expanded Installation - After Hours	\$106.08-\$141.42	\$106.08-\$141.43	\$106.08-\$141.44	\$106.08-\$141.45	\$106.08-\$141.46	\$106.08-\$141.47	\$106.08-\$141.48	\$106.08-\$141.49	\$106.08-\$141.50	\$106.08-\$141.51	\$106.08-\$141.52	\$106.08-\$141.53	\$106.08-\$141.54	\$106.08-\$141.55	\$106.08-\$141.56	\$106.08-\$141.57	\$106.08-\$141.58	\$106.08-\$141.59	\$106.08-\$141.60	\$106.08-\$141.61	\$106.08-\$141.62	\$106.08-\$141.63	\$106.08-\$141.64	\$106.08-\$141.65	\$106.08-\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28
Asset Management	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28	\$70.72-\$94.28
Refurbishment	Quoted																								

EXHIBIT A.8- PRICING SHEET
Knoll Product Line

2. UNION - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:		3. UNION - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:	
Additional Services & Solutions	MT	NE	Additional Services & Solutions
Union Installation - Normal Hours	\$140.31 - \$151.54	\$140.31 - \$151.55	Union Installation - Normal Hours
Union Installation - After Hours	\$210.47 - \$227.31	\$210.47 - \$227.33	Union Installation - After Hours
Union Project Management	\$140.31 - \$151.54	\$140.31 - \$151.55	Union Project Management
Union Asset Management	\$140.31 - \$151.54	\$140.31 - \$151.55	Union Asset Management
Refurbishment	Quoted per job	Quoted per job	Refurbishment
	MT	NE	MT
	\$140.31 - \$151.54	\$140.31 - \$151.55	\$140.31 - \$151.54
	\$210.47 - \$227.31	\$210.47 - \$227.33	\$210.47 - \$227.31
	\$140.31 - \$151.54	\$140.31 - \$151.55	\$140.31 - \$151.54
	\$140.31 - \$151.54	\$140.31 - \$151.55	\$140.31 - \$151.54
	Quoted per job	Quoted per job	Quoted per job
	VT	VT	VT
	\$140.31 - \$151.73	\$140.31 - \$151.73	\$140.31 - \$151.73
	\$210.47 - \$227.50	\$210.47 - \$227.50	\$210.47 - \$227.50
	\$140.31 - \$151.73	\$140.31 - \$151.73	\$140.31 - \$151.73
	\$140.31 - \$151.73	\$140.31 - \$151.73	\$140.31 - \$151.73
	Quoted per job	Quoted per job	Quoted per job
	MA	MA	MA
	\$140.31 - \$151.74	\$140.31 - \$151.74	\$140.31 - \$151.74
	\$210.47 - \$227.51	\$210.47 - \$227.51	\$210.47 - \$227.51
	\$140.31 - \$151.74	\$140.31 - \$151.74	\$140.31 - \$151.74
	\$140.31 - \$151.74	\$140.31 - \$151.74	\$140.31 - \$151.74
	Quoted per job	Quoted per job	Quoted per job
	MD	MD	MD
	\$140.31 - \$151.73	\$140.31 - \$151.73	\$140.31 - \$151.73
	\$210.47 - \$227.50	\$210.47 - \$227.50	\$210.47 - \$227.50
	\$140.31 - \$151.73	\$140.31 - \$151.73	\$140.31 - \$151.73
	\$140.31 - \$151.73	\$140.31 - \$151.73	\$140.31 - \$151.73
	Quoted per job	Quoted per job	Quoted per job
	VA	VA	VA
	\$140.31 - \$151.74	\$140.31 - \$151.74	\$140.31 - \$151.74
	\$210.47 - \$227.51	\$210.47 - \$227.51	\$210.47 - \$227.51
	\$140.31 - \$151.74	\$140.31 - \$151.74	\$140.31 - \$151.74
	\$140.31 - \$151.74	\$140.31 - \$151.74	\$140.31 - \$151.74
	Quoted per job	Quoted per job	Quoted per job
	NC	NC	NC
	\$140.31 - \$151.61	\$140.31 - \$151.61	\$140.31 - \$151.61
	\$210.47 - \$227.38	\$210.47 - \$227.38	\$210.47 - \$227.38
	\$140.31 - \$151.61	\$140.31 - \$151.61	\$140.31 - \$151.61
	\$140.31 - \$151.61	\$140.31 - \$151.61	\$140.31 - \$151.61
	Quoted per job	Quoted per job	Quoted per job
	SC	SC	SC
	\$140.31 - \$151.68	\$140.31 - \$151.68	\$140.31 - \$151.68
	\$210.47 - \$227.45	\$210.47 - \$227.45	\$210.47 - \$227.45
	\$140.31 - \$151.68	\$140.31 - \$151.68	\$140.31 - \$151.68
	\$140.31 - \$151.68	\$140.31 - \$151.68	\$140.31 - \$151.68
	Quoted per job	Quoted per job	Quoted per job
	GA	GA	GA
	\$140.31 - \$151.63	\$140.31 - \$151.63	\$140.31 - \$151.63
	\$210.47 - \$227.40	\$210.47 - \$227.40	\$210.47 - \$227.40
	\$140.31 - \$151.63	\$140.31 - \$151.63	\$140.31 - \$151.63
	\$140.31 - \$151.63	\$140.31 - \$151.63	\$140.31 - \$151.63
	Quoted per job	Quoted per job	Quoted per job
	FL	FL	FL
	\$140.31 - \$151.62	\$140.31 - \$151.62	\$140.31 - \$151.62
	\$210.47 - \$227.39	\$210.47 - \$227.39	\$210.47 - \$227.39
	\$140.31 - \$151.62	\$140.31 - \$151.62	\$140.31 - \$151.62
	\$140.31 - \$151.62	\$140.31 - \$151.62	\$140.31 - \$151.62
	Quoted per job	Quoted per job	Quoted per job
	OH	OH	OH
	\$140.31 - \$151.63	\$140.31 - \$151.63	\$140.31 - \$151.63
	\$210.47 - \$227.40	\$210.47 - \$227.40	\$210.47 - \$227.40
	\$140.31 - \$151.63	\$140.31 - \$151.63	\$140.31 - \$151.63
	\$140.31 - \$151.63	\$140.31 - \$151.63	\$140.31 - \$151.63
	Quoted per job	Quoted per job	Quoted per job
	PA	PA	PA
	\$140.31 - \$151.66	\$140.31 - \$151.66	\$140.31 - \$151.66
	\$210.47 - \$227.43	\$210.47 - \$227.43	\$210.47 - \$227.43
	\$140.31 - \$151.66	\$140.31 - \$151.66	\$140.31 - \$151.66
	\$140.31 - \$151.66	\$140.31 - \$151.66	\$140.31 - \$151.66
	Quoted per job	Quoted per job	Quoted per job
	RI	RI	RI
	\$140.31 - \$151.67	\$140.31 - \$151.67	\$140.31 - \$151.67
	\$210.47 - \$227.44	\$210.47 - \$227.44	\$210.47 - \$227.44
	\$140.31 - \$151.67	\$140.31 - \$151.67	\$140.31 - \$151.67
	\$140.31 - \$151.67	\$140.31 - \$151.67	\$140.31 - \$151.67
	Quoted per job	Quoted per job	Quoted per job
	SD	SD	SD
	\$140.31 - \$151.69	\$140.31 - \$151.69	\$140.31 - \$151.69
	\$210.47 - \$227.46	\$210.47 - \$227.46	\$210.47 - \$227.46
	\$140.31 - \$151.69	\$140.31 - \$151.69	\$140.31 - \$151.69
	\$140.31 - \$151.69	\$140.31 - \$151.69	\$140.31 - \$151.69
	Quoted per job	Quoted per job	Quoted per job
	TX	TX	TX
	\$140.31 - \$151.71	\$140.31 - \$151.71	\$140.31 - \$151.71
	\$210.47 - \$227.48	\$210.47 - \$227.48	\$210.47 - \$227.48
	\$140.31 - \$151.71	\$140.31 - \$151.71	\$140.31 - \$151.71
	\$140.31 - \$151.71	\$140.31 - \$151.71	\$140.31 - \$151.71
	Quoted per job	Quoted per job	Quoted per job
	UT	UT	UT
	\$140.31 - \$151.72	\$140.31 - \$151.72	\$140.31 - \$151.72
	\$210.47 - \$227.49	\$210.47 - \$227.49	\$210.47 - \$227.49
	\$140.31 - \$151.72	\$140.31 - \$151.72	\$140.31 - \$151.72
	\$140.31 - \$151.72	\$140.31 - \$151.72	\$140.31 - \$151.72
	Quoted per job	Quoted per job	Quoted per job
	WV	WV	WV
	\$140.31 - \$151.76	\$140.31 - \$151.76	\$140.31 - \$151.76
	\$210.47 - \$227.53	\$210.47 - \$227.53	\$210.47 - \$227.53
	\$140.31 - \$151.76	\$140.31 - \$151.76	\$140.31 - \$151.76
	\$140.31 - \$151.76	\$140.31 - \$151.76	\$140.31 - \$151.76
	Quoted per job	Quoted per job	Quoted per job
	WA	WA	WA
	\$140.31 - \$151.75	\$140.31 - \$151.75	\$140.31 - \$151.75
	\$210.47 - \$227.52	\$210.47 - \$227.52	\$210.47 - \$227.52
	\$140.31 - \$151.75	\$140.31 - \$151.75	\$140.31 - \$151.75
	\$140.31 - \$151.75	\$140.31 - \$151.75	\$140.31 - \$151.75
	Quoted per job	Quoted per job	Quoted per job
	MT	MT	MT
	\$140.31 - \$151.75	\$140.31 - \$151.75	\$140.31 - \$151.75
	\$210.47 - \$227.52	\$210.47 - \$227.52	\$210.47 - \$227.52
	\$140.31 - \$151.75	\$140.31 - \$151.75	\$140.31 - \$151.75
	\$140.31 - \$151.75	\$140.31 - \$151.75	\$140.31 - \$151.75
	Quoted per job	Quoted per job	Quoted per job
	MN	MN	MN
	\$140.31 - \$151.76	\$140.31 - \$151.76	\$140.31 - \$151.76
	\$210.47 - \$227.53	\$210.47 - \$227.53	\$210.47 - \$227.53
	\$140.31 - \$151.76	\$140.31 - \$151.76	\$140.31 - \$151.76
	\$140.31 - \$151.76	\$140.31 - \$151.76	\$140.31 - \$151.76
	Quoted per job	Quoted per job	Quoted per job
	MS	MS	MS
	\$140.31 - \$151.77	\$140.31 - \$151.77	\$140.31 - \$151.77
	\$210.47 - \$227.54	\$210.47 - \$227.54	\$210.47 - \$227.54
	\$140.31 - \$151.77	\$140.31 - \$151.77	\$140.31 - \$151.77
	\$140.31 - \$151.77	\$140.31 - \$151.77	\$140.31 - \$151.77
	Quoted per job	Quoted per job	Quoted per job
	MO	MO	MO
	\$140.31 - \$151.78	\$140.31 - \$151.78	\$140.31 - \$151.78
	\$210.47 - \$227.55	\$210.47 - \$227.55	\$210.47 - \$227.55
	\$140.31 - \$151.78	\$140.31 - \$151.78	\$140.31 - \$151.78
	\$140.31 - \$151.78	\$140.31 - \$151.78	\$140.31 - \$151.78
	Quoted per job	Quoted per job	Quoted per job

EXHIBIT A.8- PRICING SHEET
Knoll Product Line

3. FIXED MONTHLY RATE FOR STORAGE
Standard Fixed Monthly Rate
\$1.65/sq ft.

4. PRICING INCENTIVES AND REBATES:	
Company must define the tier and add rows as required. Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria below:	
Incentives / Rebates Description	Amount or Percentage
N/A	N/A

EXHIBIT C.1 – Delivery and Warranty Terms

Herman Miller® U.S. and Canada Warranty

8/4/22

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 NaughtOne products can be found by visiting naughtone.com/warranty. Warranty information for Maharam® textiles can be found by visiting maharam.com/site/terms. Warranty information for Geiger Textiles™ can be found by visiting geigerfurniture.com/customer-service/warranty.

Herman Miller Products

5 years

Herman Miller Collection; C-style flipper door unit with lift-assisted mechanism; Comma™ Chair and Stool; Connect™ power and data; Cubert®, Flute™, and Tone™ personal task lights; Eames 2500 Series Executive Desk; Eames Pride Hang-It-All®; Eames Tables and Tandem Seating power modules; Exclave® whiteboards, tackboards, and accessories; EZ-123 Overbed Table; Formwork® and Ubi® liners; Intent Solution; keyless locks; Lab Stool; Logic Power Access Solutions™; Logic Reach; Lolly® personal light; Mbrace wall-mounted technology; Mirage Overbed Table; Mode Desk; Monto™ Sit-Stand Riser; Nelson® Cube Sofa; Ode® lamps; OE1 Workspace Collection™ Micro Pack screen liner, Nook liner, Storage Trolley liner, and energy distribution; Ondo™ Connectivity Module; Oripura™ Laptop Stand; Overlay™ Trellis and Linear light; Physician Stool; 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; Live Platform hardware

2 years

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

1 year

Formwork stackable desktop storage; Nelson Bubble Lamps®; Nemschoff® Palisade™ privacy screens

None

Exclave eco boards; Girard throw; Maharam Memory 3 game; Maharam pillows

Herman Miller Custom Products

The limited warranty and warranty period for products customized within Options or Tailored Studio will vary depending on the product. When a standard Herman Miller product portfolio item is modified or customized, the applicable warranty of that item will carry through. Other custom products will have those limited warranties and warranty periods specified by Herman Miller in writing. Unless otherwise specified by Herman Miller, a 5-year warranty period will apply to those other custom products.

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, Crepe, Dex, Duo, Epic, FLEXNET™, Intercept, Interweave 2, Leather, Lyris 2™, MCL Leather, Marvel, Mercer, Monologue, 8Z Pellicle®, Rhythm, Sequel, Strata, Summit, Sync, Whisper, and proprietary textiles applied to Workspace products); Sayl® knit back cover

Parts and Components

10 years

Recliner mechanism on Nemschoff Ava® Recliner, Nemschoff Consoul™ Recliner, Nemschoff Consoul Reclining Glider,

Nemschoff Leonard Recliner, Nemschoff Nala Patient Chair, Nemschoff Pristo® Recliner, Nemschoff Sahara™ Recliner, Nemschoff Serenity® Recliner

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; OE1 Workspace Collection markerboards, Agile Wall monitor mount, mechanical and electrical components on Micro Packs; Renew™ sit-to-stand pneumatic counterbalance and crank mechanism; power leg access option on Renew sit-to-stand tables; Sleeper mechanism on Nemschoff Beaumont Sleep Chair and Settee, Nemschoff Leonard Sleep Settee and Sofa, Nemschoff Monarch™ Sleep Chair and Settee; Glider mechanism on Nemschoff Brava Gliders, Nemschoff Capella Gliders; Table mechanism on Nemschoff Merge 2 Flop® Sofa, Nemschoff Palisade Flop Sofa; Recliner mechanism on Nemschoff Culla Reclining Glider, Nemschoff Pamona™ Recliner, all other mechanical components on Nemschoff product

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

None

OE1 Workspace Collection Expo markers and microfiber towel

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, alliance textiles and open-line laminates.

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

MillerKnoll, Inc. ("MillerKnoll"), 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 below.

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 August 2022

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

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Herman Miller, Ava, Bubble Lamps, Co/Struc, Cubert, Eames, Exclave, Flop, Formwork, Geiger, Locale, Lolly, Maharam, Motia, Nelson, Nemschoff, Ode, Pellicle, Pristo, Sayl, Serenity, and Ubi are among the U.S. registered trademarks of MillerKnoll, Inc., and its owned subsidiaries.

TM AireWeave, Comma, Compass, Connect, Consoul, Dex, Eames Soft Pad, FLEXNET, Flute, Geiger Textiles, Logic Power Access Solutions, Lyris 2, Monarch, Nevi, OE1 Workspace Collection, Overlay, Palisade, Pamona, Renew, Sahara, Tone, and Twist are among the U.S. trademarks of MillerKnoll, Inc., and its owned subsidiaries.

Hang-It-All® is a registered trademark of Lucia Eames Demetrios, d.b.a. Eames Office.

EXHIBIT C.1 – Delivery and Warranty Terms



Warranty

Seller warrants to the original Purchaser only that the Products Seller manufactures and sells to Purchaser are free of defects in workmanship and materials, during the applicable warranty period set forth below.

Warranty period set forth below is for 24-hour, 7 days a week, multi shift use (includes parts and labor to repair).

Should any failure to conform with this limited warranty appear to a Product listed below during the applicable warranty period from the date of shipment, Seller shall, upon prompt written notice, repair or replace, at its option and costs, the affected part or parts.

Product and Period of Warranty

Lifetime: *Antenna Workspaces, AutoStrada, Calibre, Crinion Open Table, Currents, Dividends Horizon, Morrison, Reff Profiles laminate, Rockwell Unscripted, Series 2 Storage, Template, Quoin* and other non-wood components (except cascade edge worksurfaces, operational parts, controls, electrical, Lighting, *Series 2 Veneer Front Storage*, digital locks, upholstery, textiles and leathers, special or custom products, see below), *Islands Collection* table structure, legs, and laminate worksurfaces; and *Wexby* mobile bin.

12 Years: *Chadwick, Generation by Knoll, k. task, Life, Moment, MultiGeneration by Knoll, Ollo, ReGeneration by Knoll, Remix* and *Toboggan* seating (except seating upholstery, textiles, leathers and finishes, see below)

10 Years: *Anchor Storage* except digital locks, *Antenna Workspaces, AutoStrada, Crinion Open Table, Dividends Horizon, Dividends Horizon* Satellite Surfaces, *Reff Profiles, Rockwell Unscripted, Quoin* wood components, *Template* wood components, *Series 2 Veneer Front Storage*, cascade edge worksurfaces, *Wood Caseworks* (The Graham Collection) (except wood caseworks upholstered surfaces, see below), *Reuter* overheads, *Reuter* vertical storage, *KnollExtra* Sapper Monitor Arm Collection, Sapper XYZ Monitor Arm Series, Adjustable keyboard mechanisms and platforms, Communication Boards (except fabric board textiles, cork and FilzFelt, see below), Smokador collection (except leathers, see below), *Orchestra Universal Systems Accessories, k. lounge* structural components, *KnollStudio* Pixel and Propeller, *Tone* bases, k. screens; and dealer-purchased BIFMA-certified *Muuto* products.

5 Years: Operational parts, controls, electrical, Lighting (except light ballasts, bulbs and power supply, see below), special or custom product, wood veneer products and plywood, *Currents* handcrank, *KnollStudio* (excluding textiles, leather and outdoor finishes), *LSM, Pixel Lounge, Rockwell Unscripted* wire bases, *KnollExtra* CPU holders and all universal storage drawers, and *Power Collection, k. bench* (except changes in finish, see below) and *k. stand* bases (except changes in finish, see below), *Islands Collection* veneer worksurfaces, operational parts, wide grommet lid, castors, glides and electrical; and dealer-purchased non BIFMA-certified *Muuto* products.

3 Years: *Rockwell Unscripted* upholstery (except textiles and leather), Office Seating upholstery, textiles, leathers and finishes. Fabric boards textiles and Smokador Collection leathers, *KnollExtra* Pop Up Screens, k. screen (except cork and PET); and retailer-purchased *Muuto* products.

2 Years: *Anchor Storage* digital locks, *Quoin* digital locks, all other *KnollExtra* product

1 Year: Light ballasts, bulbs and power supply, seating upholstered arm pads and soft arm pads, wood caseworks upholstered surfaces, *KnollStudio* textiles, leathers and outdoor product finishes, *Pixel Lounge* fabric, *k. lounge* upholstery and *k. lounge* fabric, *Rockwell Unscripted* fabric and accessories, k. screen cork and PET.

This warranty does not apply to:

- Damage caused by a carrier other than the Seller.
- Normal wear and tear or acts or omissions of parties other than Seller (including user modification, improper use or installation of Products).
- COM or other third party materials applied to Products.
- Products not installed by or under the auspices of a Knoll Dealer.
- Dramatic temperature variations or exposure to unusual conditions.
- Changes in surface finishes, including colorfastness due to aging or exposure to light.
- Except as specifically noted above, textiles and upholstery supplied by *KnollTextiles* and Spinneybeck | FilzFelt (consult current price lists for applicable warranties).

Natural variations occurring in wood, marble, and leather shall not be considered defects, and the Seller does not guarantee the colorfastness or matching of the colors, grains or textures, or surface hardness of such materials. The Seller also does not guarantee the colorfastness of fiberglass panel surfaces.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The remedies provided above are the Purchaser's sole remedies for any failure of Seller to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Seller, with respect to or arising out of the Product furnished hereunder.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES]**

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 10 of January 2025, by and between Millerknoll, Inc. dba Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties amended the Contract to add and delete product lines.
- E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.
- F. The parties amended the Contract to replace the pricing sheet due to the addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.
- G. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.
- H. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.
- I. The company now seeks to assume all of Knoll Inc.'s rights, titles, interests, and responsibilities under the agreement.
- J. The parties amended the Contract to extend the Term of the Contract by the first of two (2) one-year renewal terms, to incorporate all pricing and warranties, and to incorporate certain other changes.
- K. The parties now desire to amend the Contract to update product lines, to make adjustments to the pricing, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.
2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition of product lines and price adjustments in the July 5, 2024, verifiable manufacturers' list price catalogs which are attached hereto as Exhibit A.8.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

MILLERKNOLL, INC.:

BY: 
(Signature)

PRINT NAME: Preston Ziegler

TITLE: Contract Manager

DATE: 12/23/2024

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: January 09, 2025

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000622

Amendment #: 9

Contract Name: Citywide Furniture (City Dist. Alfred Williams)

Vendor Legal Name: MillerKnoll Inc. dba Herman Miller, Inc.

Vendor #: 308276

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f06f2b82106208b0804836a6d96b8

HERMAN MILLER - CONTRACT 202000622-5
EXHIBIT A.4 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS HERMAN MILLER PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Systems Furniture	Action Office® 1 & AO2 Panels (B)	July 1, 2024	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	July 1, 2024	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Geiger Keveira (HN)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture	Intent Solution (CF)	July 1, 2024	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	July 1, 2024	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture - Ancillary	Accessories (8)	July 1, 2024	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	C-Style Overhead Storage (CS)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture - Ancillary	Energy Distribution System (C)	July 1, 2024	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Textile Pillows (PM)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Textiles (HA)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Generic (R)	July 1, 2024	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Innovative Products (IP)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Systems Furniture - Ancillary	Lighting (A)	July 1, 2024	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Textiles (K)	July 1, 2024	64.00%	64.00%	66.00%	66.00%	Negotiable
Systems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	July 1, 2024	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	July 1, 2024	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive® Global (Z3)	July 1, 2024	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive Portfolio - CBS Products Extension (Z4)	July 1, 2024	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Ambit (IH)	July 1, 2024	65.00%	63.00%	65.50%	63.50%	Negotiable
Freestanding Furniture	BassamFellows (B2)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Bay WorkPod™	July 1, 2024	45.50%	43.50%	46.00%	44.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	July 1, 2024	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Cyclade Tables (F2)	July 1, 2024	41.50%	39.50%	43.00%	41.00%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	July 1, 2024	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Nemschoff Easton Seating and Tables (5V, 5J)	July 1, 2024	48.00%	47.00%	48.00%	47.00%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	July 1, 2024	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	July 1, 2024	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	July 1, 2024	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable

HERMAN MILLER - CONTRACT 202000622-5
EXHIBIT A.4 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS HERMAN MILLER PRODUCTS								
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER					
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above	
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS	
Freestanding Furniture	Geiger Domino Storage™ (DS)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable	
Freestanding Furniture	Geiger Catalyst™ (HL)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Gucus Conferencing Suite™ (HY)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Conference Tables (HZ)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Eco™ Group (GF)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Elsi (LC)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Levels® (HV)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger MP Tables (HE)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Occasional Tables (H9)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger One Casegoods (H1)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Other (GZ)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Petri/Eco Common (GT)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Shelf (SS)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Table® Casegoods (G9)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Triuna™ Collection (GZ)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	July 1, 2024	43.00%	41.00%	45.00%	43.00%	Negotiable	
Freestanding Furniture	Headway Conference Tables (IM)	July 1, 2024	66.50%	64.50%	68.60%	66.50%	Negotiable	
Freestanding Furniture	Herman Miller International Collection™ (IK)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable	
Freestanding Furniture	Herman Miller Tables (F)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable	
Freestanding Furniture	Intersect® Portfolio (CP)	July 1, 2024	53.00%	51.00%	55.00%	53.00%	Negotiable	
Freestanding Furniture	Motia Table (AH)	July 1, 2024	67.00%	65.00%	69.00%	67.00%	Negotiable	
Freestanding Furniture	Nelson Bed (NB)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable	
Freestanding Furniture	Nelson Lighting (NL)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable	
Freestanding Furniture	Nelson™ Tables (NX)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable	
Freestanding Furniture	Nevi Link (IL)	July 1, 2024	67.00%	65.00%	69.00%	67.00%	Negotiable	
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	July 1, 2024	67.00%	65.00%	69.00%	67.00%	Negotiable	
Freestanding Furniture	OE1 Boundary (JC)	July 1, 2024	66.25%	64.25%	67.25%	65.25%	Negotiable	
Freestanding Furniture	OE1 Community Elements (JP)	July 1, 2024	53.00%	51.00%	55.00%	53.00%	Negotiable	
Freestanding Furniture	OE1 Micro Packs (JD)	July 1, 2024	67.25%	65.25%	68.25%	66.25%	Negotiable	
Freestanding Furniture	OE1 Tables and Bench (JF)	July 1, 2024	67.25%	65.25%	68.25%	66.25%	Negotiable	
Freestanding Furniture	Passport Work Table (IQ)	July 1, 2024	67.00%	65.00%	69.00%	67.00%	Negotiable	
Freestanding Furniture	Renew Link (IB)	July 1, 2024	67.00%	65.00%	69.00%	67.00%	Negotiable	
Freestanding Furniture	Renew Tables (IE)	July 1, 2024	67.00%	65.00%	69.00%	67.00%	Negotiable	
Seating / Chairs	Aeron® Chairs (EC)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable	
Seating / Chairs	Asari Chair (NU)	July 1, 2024	46.00%	44.00%	47.00%	45.00%	Negotiable	
Seating / Chairs	Aside® Seating (PD)	July 1, 2024	53.00%	51.00%	55.00%	53.00%	Negotiable	
Seating / Chairs	Axa Folding Chair (XA)	July 1, 2024	37.25%	35.25%	38.25%	36.25%	Negotiable	
Seating / Chairs	Betwixt Seating (LN)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable	
Seating / Chairs	Caper® Chair (WC)	July 1, 2024	53.00%	51.00%	55.00%	53.00%	Negotiable	

HERMAN MILLER - CONTRACT 202000622-5
EXHIBIT A.4 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS HERMAN MILLER PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	
Seating / Chairs	Chadwick™ Modular Seating (V)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Comma Seating (WR)	July 1, 2024	48.00%	46.00%	50.00%	48.00%	Negotiable
Seating / Chairs	Cosm (FC)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	July 1, 2024	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Fuld (NE)	July 1, 2024	52.25%	50.25%	52.75%	50.75%	Negotiable
Seating / Chairs	Full Loop (IG)	July 1, 2024	46.00%	44.00%	47.00%	45.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	July 1, 2024	22.00%	20.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (HS)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Leeway (LA)	July 1, 2024	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Lino (MI)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	July 1, 2024	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	SAYL® (AV)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RV)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Verus (PI)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Vantum Gaming (XM)	July 1, 2024	29.60%	27.60%	30.60%	28.60%	Negotiable
Seating / Chairs	Zeph (BA)	July 1, 2024	53.50%	51.50%	54.50%	52.50%	Negotiable
Soft Seating	American Leather (AM)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	July 1, 2024	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	HAY HM (ZC)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Luxa Modular Sofa Group (JA)	July 1, 2024	41.50%	39.50%	43.00%	41.00%	Negotiable
Soft Seating	Naughtone (NO)	July 1, 2024	46.00%	44.00%	46.00%	44.00%	Negotiable

HERMAN MILLER - CONTRACT 202000622-5
EXHIBIT A.4 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS HERMAN MILLER PRODUCTS								
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE				TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above	
			DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS	
Soft Seating	Nelson Cube Sofa (ND)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable	
Soft Seating	Nemschoff	July 1, 2024	48.00%	47.00%	48.00%	47.00%	Negotiable	
Soft Seating	Objects (AB)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable	
Soft Seating	Rapport (CM)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable	
Soft Seating	Striad (SD)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable	
Soft Seating	Swoop™ (OA)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable	
Soft Seating	Wilkes Modular Sofa Group (M1)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable	
Filing Systems, Storage	Canvas Office Landscape® Metal Filing & Storage (FM)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable	
Filing Systems, Storage	Canvas Office Landscape® Wood Filing & Storage (FF)	July 1, 2024	69.00%	67.00%	71.00%	69.00%	Negotiable	
Filing Systems, Storage	Meridian® Laterals (MF)	July 1, 2024	54.00%	52.00%	56.00%	54.00%	Negotiable	
Filing Systems, Storage	Meridian® Pedestals (MP)	July 1, 2024	54.00%	52.00%	56.00%	54.00%	Negotiable	
Filing Systems, Storage	Meridian® Storage Cases/Book Cases (MS)	July 1, 2024	52.00%	50.00%	54.00%	52.00%	Negotiable	
Filing Systems, Storage	Meridian® Towers (MG)	July 1, 2024	52.00%	50.00%	54.00%	52.00%	Negotiable	
Filing Systems, Storage	Nelson™ Cabinets (NQ)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable	
Filing Systems, Storage	Healthcare Bedside Cabinets (CD)	July 1, 2024	46.00%	44.00%	47.00%	45.00%	Negotiable	
Filing Systems, Storage	OE1 Storage (JE)	July 1, 2024	67.25%	65.25%	68.25%	66.25%	Negotiable	
Filing Systems, Storage	Tu® Laterals (UL)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage	Tu® Pedestals (UP)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage	Tu® Storage (US)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage	Tu® Towers (UT)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage	Tu® Wood Cases (UW)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage	Tu® Wood Credenzas (UJ)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage	Tu® Wood Cubbies (UH)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage	Tu® Wood Peds (UF)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
Filing Systems, Storage	Tu® Wood Towers (UI)	July 1, 2024	66.80%	64.80%	68.20%	66.20%	Negotiable	
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS	
S	Co/Struc® (S)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable	
TW	Compass™ System (TW)	July 1, 2024	54.00%	52.00%	55.00%	53.00%	Negotiable	
D	Herman Miller for Healthcare Action Lab (D)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable	
SA	Herman Miller for Healthcare Carts (SA)	July 1, 2024	12.00%	10.00%	12.00%	10.00%	Negotiable	
OS	Living Office Hardware (OS) - does not include software/subscriptions	July 1, 2024	50.00%	50.00%	50.00%	50.00%	Negotiable	
CH	Mora (CH)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable	
MN	Overlay (MN)	July 1, 2024	54.00%	52.00%	56.00%	54.00%	Negotiable	

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EXHIBIT A.4 - PRICING SHEET

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

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

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

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

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

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

- 1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.
- 2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
 - Major Metro Markets include large population centers and urban environments.

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HERMAN MILLER - CONTRACT 202000622-5
EXHIBIT A.4 - PRICING SHEET

- 3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value
 - 4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value
 - 5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.
 - 6) Local Prevailing Wage and/or Union Labor Rates
 - 7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.
 - 8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.
- Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*
- NTE = Not To Exceed*

HERMAN MILLER - CONTRACT 202000622-5
EXHIBIT A.4 - PRICING SHEET

2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:	
Basic Installation - Normal Hours	3% of List for seating products; 5% of List for all other products (Clinical Casework quoted)
Basic Installation - After Hours	See rates in option 2 below
Expanded Installation - Normal Hours	5% of List for seating products; 7% of List for all other products (Clinical Casework quoted)
Expanded Installation - After Hours	See rates in option 2 below
OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:	
Basic Installation - Normal Hours	See fixed % of Discount In Option 1 above
Basic Installation - After Hours	\$52.50 - \$90.00
Expanded Installation - Normal Hours	See fixed % of Discount In Option 1 above
Expanded Installation - After Hours	\$52.50 - \$90.00
Design	\$55.00 - \$85.00
Project Management	\$55.00 - \$95.00
Asset Management	\$55.00 - \$95.00
Installation/Reconfiguration of existing product	\$40.00 - \$80.00
Strategic Planning Services	\$100 - \$157.50
Occupancy Planning/CAD Drafter	\$60.00 - \$89.25
Build-Out Project Mgt. Services	\$90.00 - \$115.50
FFE Mgt. Services	\$90.00 - \$115.50
Performance Environments	To be Quoted
RePurpose Program	To be Quoted - Herman Miller will work with the customer to determine the best product disposition via our repurpose program
3. FIXED STORAGE RANGE RATE / FT ² :	
	\$1.50/sq.ft - \$1.85/sq.ft
4. INCENTIVES:	
DESCRIPTION	AMOUNT OR PERCENTAGE
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer
*Each Incentive listed above would be separately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.	

<p>3. REVISED 7-18-19 - Additional Services and Solutions: Company must insert a fixed monthly rate or a monthly rate range for all available options for storage in the table below. Company may insert additional rows as necessary.</p>			
Additional Services & Solutions	Standard Fixed Monthly Rate	Monthly Rate / ft ²	Monthly Rate / ft ³
Storage	\$	\$1.50/sq.ft - \$1.85/sq.ft	\$

* Storage for planning only, actual cost to be quoted; in/out and other services onsite and/or trailer

HERMAN MILLER - CONTRACT 202000622
EXHIBIT A.2 - PRICING SHEET

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

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

Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.
NTE = Not To Exceed

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

*Incentives / Rebates Description	Amount or Percentage
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer

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

**KNOLL - CONTRACT 202000608-3
EXHIBIT A.4 - PRICING SHEET**

1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS KNOLL PRODUCTS			
CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antema Workspaces, Date: July 2024	68.5%	65.5%
Systems Furniture	AutoStrada, Date: July 2024	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: July 2024	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: July 2024	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: July 2024	68.5%	65.5%
Systems Furniture	Series 2, Date: July 2024	68.5%	65.5%
Freestanding Furniture	DatesWeiser, Date: July 2024	41.0%	38.0%
Freestanding Furniture	Cove, Date: July 2024	65.3%	62.3%
Freestanding Furniture	k. base; k. stand Price List, Date: July 2024	68.5%	65.5%
Freestanding Furniture	k. bench, Date: July 2024	68.5%	65.5%
Freestanding Furniture	k. screen, Date: July 2024	68.5%	65.5%
Freestanding Furniture	k. stand, Date: July 2024	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: July 2024	59.5%	56.5%
Freestanding Furniture	KnollStudio Volume I, Date: July 2024	52.5%	49.5%
Freestanding Furniture	KnollStudio Volume II, Date: July 2024	52.5%	49.5%
Freestanding Furniture	LEV, Date: July 2024	65.3%	62.3%
Freestanding Furniture	LSM Collection, Date: July 2024	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: July 2024	57.0%	54.0%
Freestanding Furniture	Propeller Collection, Date: July 2024	52.5%	49.5%
Freestanding Furniture	Muuto, Date: July 2024	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date: July 2024	57.5%	54.5%
Freestanding Furniture	Tone, Date: July 2024	68.5%	65.5%
Seating / Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: July 2024	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: July 2024	52.0%	49.0%
Soft Seating	k. lounge, Date: July 2024	57.0%	54.0%
Soft Seating	Pixel Lounge Date: July 2024	57.5%	
Filing Systems, Storage & Equipment	Anchor, Date: July 2024	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: July 2024	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin, Date: July 2024	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: July 2024	68.5%	65.5%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal / Replacement Parts	24 Response, Date: July 2024	40.0%	n/a
Knoll Textiles	USA & Canada Price List, July 2024	50.0%	n/a
3. FIXED RATE:			
Storage			\$1.50-\$1.85/sq ft.

KNOLL - CONTRACT 202000608-3
EXHIBIT A.4 - PRICING SHEET

2. UNION - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																															
Additional Services & Solutions	AL	AK	AZ	AR	CA	CO	CT	DE	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	MO						
Union Installation - Normal Hours	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66	\$140.31- \$151.67	\$140.31- \$151.68	\$140.31- \$151.69	\$140.31- \$151.70	\$140.31- \$151.71	\$140.31- \$151.72	\$140.31- \$151.73	\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78						
Union Installation - After Hours	\$210.47- \$227.31	\$210.47- \$227.32	\$210.47- \$227.33	\$210.47- \$227.34	\$210.47- \$227.35	\$210.47- \$227.36	\$210.47- \$227.37	\$210.47- \$227.38	\$210.47- \$227.39	\$210.47- \$227.40	\$210.47- \$227.41	\$210.47- \$227.42	\$210.47- \$227.43	\$210.47- \$227.44	\$210.47- \$227.45	\$210.47- \$227.46	\$210.47- \$227.47	\$210.47- \$227.48	\$210.47- \$227.49	\$210.47- \$227.50	\$210.47- \$227.51	\$210.47- \$227.52	\$210.47- \$227.53	\$210.47- \$227.54	\$210.47- \$227.55						
Union Project Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66	\$140.31- \$151.67	\$140.31- \$151.68	\$140.31- \$151.69	\$140.31- \$151.70	\$140.31- \$151.71	\$140.31- \$151.72	\$140.31- \$151.73	\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78						
Union Asset Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66	\$140.31- \$151.67	\$140.31- \$151.68	\$140.31- \$151.69	\$140.31- \$151.70	\$140.31- \$151.71	\$140.31- \$151.72	\$140.31- \$151.73	\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78						
Refurbishment	Quoted per job	Quoted per job																													
UNION - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																															
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY						
Union Installation - Normal Hours	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66	\$140.31- \$151.67	\$140.31- \$151.68	\$140.31- \$151.69	\$140.31- \$151.70	\$140.31- \$151.71	\$140.31- \$151.72	\$140.31- \$151.73	\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78						
Union Installation - After Hours	\$210.47- \$227.31	\$210.47- \$227.32	\$210.47- \$227.33	\$210.47- \$227.34	\$210.47- \$227.35	\$210.47- \$227.36	\$210.47- \$227.37	\$210.47- \$227.38	\$210.47- \$227.39	\$210.47- \$227.40	\$210.47- \$227.41	\$210.47- \$227.42	\$210.47- \$227.43	\$210.47- \$227.44	\$210.47- \$227.45	\$210.47- \$227.46	\$210.47- \$227.47	\$210.47- \$227.48	\$210.47- \$227.49	\$210.47- \$227.50	\$210.47- \$227.51	\$210.47- \$227.52	\$210.47- \$227.53	\$210.47- \$227.54	\$210.47- \$227.55						
Union Project Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66	\$140.31- \$151.67	\$140.31- \$151.68	\$140.31- \$151.69	\$140.31- \$151.70	\$140.31- \$151.71	\$140.31- \$151.72	\$140.31- \$151.73	\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78						
Union Asset Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66	\$140.31- \$151.67	\$140.31- \$151.68	\$140.31- \$151.69	\$140.31- \$151.70	\$140.31- \$151.71	\$140.31- \$151.72	\$140.31- \$151.73	\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78						
Refurbishment	Quoted per job	Quoted per job	Quoted per job																												

Contract #202000622
Amendment #9
Vendor #308276

3. FIXED MONTHLY RATE FOR STORAGE
Standard Fixed Monthly Rate
\$2.00/sq ft.

<p>4. Pricing Incentives and Rebates: Company must define the tier and add rows as required. Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria below:</p>	
Incentives / Rebates Description	Amount or Percentage
N/A	N/A

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Second Amendment") is made and entered into this 4th of February 2021, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates Exhibit E to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]



CITY OF
CHARLOTTE
Digital Contract Routing Form
Non-Encumbered

Date Submitted: February 16, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000622

Amendment #: 2

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com

Victoria O. Johnson

Key: f96f2b8210e2c08b08904836a6d96b631

EXHIBIT E – PUBLIC AGENCIES

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Contract:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT

DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT

KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT

PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT

WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT

BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER

CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR

LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKE CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR

PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR

PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR

SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR

ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT

TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR

WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WYEAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29

CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT

HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 9th of April 2020, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. Section 29 of the Contract ("Miscellaneous") is hereby appended as follows:

29.6. FORCE MAJEURE.

29.6.1 The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, public health emergencies, epidemics, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

29.6.2 Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3 Upon the occurrence of a Force Majeure Event, the Company shall promptly notify the City by telephone (to be confirmed by written notice within five (5) days of the

Contract #2020000622:

Amendment #1:

Vendor #308726:

inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision.

4. Exhibit C of the Contract ("Proposed Response Forms") is hereby appended as follows:

REQUIRED FORM 4 – DELIVERY AND WARRANTY

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

Failure to meet a delivery time will not be considered a breach of this section if such failure is due to a Force Majeure Event as described in Section 29.6 above.

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract #202000622:

Amendment #1:

Vendor #308726:

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

HERMAN MILLER, INC.

DocuSigned by:
BY: Jay Lanenga
480425C39940450...
(signature)

PRINT NAME: Jay Lanenga

TITLE: Director of Contracts

DATE: April 13, 2020 | 10:56 AM EDT

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**CITY OF
CHARLOTTE**
Digital Contract Routing Form
Non-Encumbered

Date Submitted: May 27, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2020000622

Amendment #: 1

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com

Angela Charles

Key: 698f2b82106208b08004836a8d96b831

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES]**

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 22 of December 2023, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- D. The parties amended the Contract to add and delete product lines.
- E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.
- F. The parties amended the Contract to replace the pricing sheet due to the addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.
- G. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.
- H. The parties now desire to amend the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
- 2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition of product lines and the price adjustments in the July 5, 2023, verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.7.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

HERMAN MILLER, INC:

DocuSigned by:
 BY: Jay Lanenga
 (signature)

PRINT NAME: Jay Lanenga

TITLE: Senior Director of Contracts

DATE: December 15, 2023 | 2:52 PM EST

CITY OF CHARLOTTE:

CITY MANAGER'S OFFICE

BY: See Attachment Below
 (signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 21, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000622

Amendment #: 7

Contract Name: Citywide Furniture (City Dist. Alfred Williams & Co.)

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f06f2b82106208b0804836a6d96b8

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER									
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE	CATALOG	CATALOG DATE	\$1 - \$100,000		\$100,001 - \$400,000		\$400,001 and Above		ALL SERVICE OPTIONS		
				DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY			
Systems Furniture	Action Office® 1 & A.O2 Panels (B)		July 5, 2023	70.50%	68.50%	71.50%	71.50%	71.50%	71.50%	Negotiable		
Systems Furniture	Action Office® 2 Components (J)		July 5, 2023	70.50%	68.50%	71.50%	71.50%	71.50%	71.50%	Negotiable		
Systems Furniture	Canvas Channel (FZ)		July 5, 2023	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable		
Systems Furniture	Canvas Dock (FL)		July 5, 2023	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable		
Systems Furniture	Canvas Office Landscape® Group-Based (FR) (discontinued)		July 5, 2023									
Systems Furniture	Canvas Office Landscape® Private Office (FV)		July 5, 2023	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable		
Systems Furniture	Canvas Office Landscape® Wall-Based (FI)		July 5, 2023	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable		
Systems Furniture	Canvas Vista (FX)		July 5, 2023	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable		
Systems Furniture	Ethospace® (U)		July 5, 2023	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable		
Systems Furniture	Formwork™ (CY)		July 5, 2023	40.00%	38.00%	42.00%	42.00%	40.00%	40.00%	Negotiable		
Systems Furniture	Geiger Keytra (HN)		July 5, 2023	51.00%	49.00%	52.00%	52.00%	50.00%	50.00%	Negotiable		
Systems Furniture	Intent Solution (CF)		July 5, 2023	53.00%	51.00%	55.00%	55.00%	53.00%	53.00%	Negotiable		
Systems Furniture	Layout Studio® (LS)		July 5, 2023	51.00%	49.00%	53.00%	53.00%	51.00%	51.00%	Negotiable		
Systems Furniture	Prospect (CB)		July 5, 2023	53.20%	51.20%	54.50%	54.50%	52.50%	52.50%	Negotiable		
Systems Furniture	Public Office Landscape™ (BV) (discontinued)		July 5, 2023									
Systems Furniture - Ancillary	Accessories (B)		July 5, 2023	70.50%	68.50%	71.50%	71.50%	69.50%	69.50%	Negotiable		
Systems Furniture - Ancillary	C-Style Overhead Storage (CS)		July 5, 2023	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable		
Systems Furniture - Ancillary	Energy Distribution System (C)		July 5, 2023	70.50%	68.50%	71.50%	71.50%	69.50%	69.50%	Negotiable		
Systems Furniture - Ancillary	Geiger Custom Product (G8)		July 5, 2023	51.00%	49.00%	52.00%	52.00%	50.00%	50.00%	Negotiable		
Systems Furniture - Ancillary	Geiger Generic (HR)		July 5, 2023	51.00%	49.00%	52.00%	52.00%	50.00%	50.00%	Negotiable		
Systems Furniture - Ancillary	Geiger Textile Pillows (PM)		July 5, 2023	51.00%	49.00%	52.00%	52.00%	50.00%	50.00%	Negotiable		
Systems Furniture - Ancillary	Geiger Textiles (HA)		July 5, 2023	51.00%	49.00%	52.00%	52.00%	50.00%	50.00%	Negotiable		
Systems Furniture - Ancillary	Generic (R)		July 5, 2023	64.00%	64.00%	66.00%	66.00%	66.00%	66.00%	Negotiable		
Systems Furniture - Ancillary	Innovative Products (IP)		July 5, 2023	46.00%	44.00%	48.00%	48.00%	46.00%	46.00%	Negotiable		
Systems Furniture - Ancillary	Keys & Locks (KA) (discontinued)		July 5, 2023									
Systems Furniture - Ancillary	Lighting (A)		July 5, 2023	70.50%	68.50%	71.50%	71.50%	69.50%	69.50%	Negotiable		
Systems Furniture - Ancillary	Textiles (K)		July 5, 2023	64.00%	64.00%	66.00%	66.00%	66.00%	66.00%	Negotiable		
Systems Furniture - Ancillary	Thrive® CBS Portfolio (ZZ)		July 5, 2023	54.00%	52.00%	56.00%	56.00%	54.00%	54.00%	Negotiable		
Systems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)		July 5, 2023	54.00%	52.00%	56.00%	56.00%	54.00%	54.00%	Negotiable		
Systems Furniture - Ancillary	Thrive® Global (Z3)		July 5, 2023	54.00%	52.00%	56.00%	56.00%	54.00%	54.00%	Negotiable		
Systems Furniture - Ancillary	Thrive Portfolio - CBS Products Extension (Z4)		July 5, 2023	54.00%	52.00%	56.00%	56.00%	54.00%	54.00%	Negotiable		
Freestanding Furniture	AGL Table Group™ (DF)		July 5, 2023	37.00%	35.00%	39.00%	39.00%	37.00%	37.00%	Negotiable		
Freestanding Furniture	Ambit (IH)		July 5, 2023	65.00%	63.00%	65.50%	65.50%	63.50%	63.50%	Negotiable		
Freestanding Furniture	BassaniFellows (BZ)		July 5, 2023	40.00%	38.00%	42.00%	42.00%	40.00%	40.00%	Negotiable		
Freestanding Furniture	Burdick Group™ (Y)		July 5, 2023	46.00%	44.00%	48.00%	48.00%	46.00%	46.00%	Negotiable		
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)		July 5, 2023	69.00%	67.00%	71.00%	71.00%	69.00%	69.00%	Negotiable		
Freestanding Furniture	Commend (HQ)		July 5, 2023	66.50%	64.50%	68.50%	68.50%	66.50%	66.50%	Negotiable		
Freestanding Furniture	Cyclade Tables (F2)		July 5, 2023	41.50%	39.50%	43.00%	43.00%	41.00%	41.00%	Negotiable		
Freestanding Furniture	Eames® Tables (ET)		July 5, 2023	48.70%	46.70%	51.30%	51.30%	49.30%	49.30%	Negotiable		
Freestanding Furniture	Easton Seating and Tables (SY, 5J)		July 5, 2023	47.00%	45.00%	47.00%	47.00%	45.00%	45.00%	Negotiable		
Freestanding Furniture	Ergonomic Computer Furniture (IE)		July 5, 2023	64.00%	62.00%	66.00%	66.00%	64.00%	64.00%	Negotiable		
Freestanding Furniture	Everywhere™ Tables (IV)		July 5, 2023	67.00%	65.00%	69.00%	69.00%	67.00%	67.00%	Negotiable		
Freestanding Furniture	Excclave Performance Gear (EX)		July 5, 2023	53.30%	51.30%	54.70%	54.70%	52.70%	52.70%	Negotiable		
Freestanding Furniture	Geiger Axon (HV)		July 5, 2023	40.00%	38.00%	42.00%	42.00%	40.00%	40.00%	Negotiable		
Freestanding Furniture	Geiger Domino Storage™ (DS)		July 5, 2023	40.00%	38.00%	42.00%	42.00%	40.00%	40.00%	Negotiable		
Freestanding Furniture	Geiger Catalyst™ (HL)		July 5, 2023	51.00%	49.00%	52.00%	52.00%	50.00%	50.00%	Negotiable		
Freestanding Furniture	Geiger Carcus Conferencing Suite™ (HY)		July 5, 2023	51.00%	49.00%	52.00%	52.00%	50.00%	50.00%	Negotiable		
Freestanding Furniture	Geiger Conference Tables (HZ)		July 5, 2023	51.00%	49.00%	52.00%	52.00%	50.00%	50.00%	Negotiable		

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

Contract #: 2020000622
 Amendment #: 7
 Vendor #: 308726

HERMAN MILLER - CONTRACT 2020000622-7
 EXHIBIT A.7 - PRICING SHEET

Docusign Envelope ID: 35B9DAF9-46A0-427B-ACB1-3EF4E46BA50C

I. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS		TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER									
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE											
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	\$400,001 and Above ALL-SERVICE OPTIONS						
Seating / Chairs	Full Loop (IG)	July 5, 2023	46.00%	44.00%	22.00%	20.00%	47.00%	45.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	52.00%	50.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	50.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	50.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	50.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	50.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	50.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	50.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	44.00%	42.00%	44.00%	40.00%	Negotiable
Seating / Chairs	Keeyn (TV) (disc-continued)	July 5, 2023									
Seating / Chairs	Leeway (LA)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	52.00%	50.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO) (disc-continued)	July 5, 2023									
Seating / Chairs	Lino (MI)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	53.00%	51.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (IF)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	53.00%	51.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	48.00%	46.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	48.00%	46.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	July 5, 2023	53.50%	51.50%	54.50%	52.50%	56.50%	54.50%	57.50%	55.50%	Negotiable
Seating / Chairs	SAYL® (AV)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	53.00%	51.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	53.00%	51.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	39.00%	37.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Vaior Side Chair (CR)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	48.00%	46.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Venus (PI)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	53.00%	51.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Vantum Gaming (XM)	July 5, 2023	29.60%	27.60%	30.60%	28.60%	31.60%	29.60%	32.60%	30.60%	Negotiable
Seating / Chairs	Whisk (HX) (disc-continued)	July 5, 2023									
Seating / Chairs	Zeph (BA)	July 5, 2023	53.50%	51.50%	54.50%	52.50%	56.50%	54.50%	57.50%	55.50%	Negotiable
Soft Seating	American Leather (AM)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	39.00%	37.00%	39.00%	37.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	39.00%	37.00%	39.00%	37.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	54.00%	52.00%	56.00%	54.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	54.00%	52.00%	56.00%	54.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	54.00%	52.00%	56.00%	54.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	July 5, 2023	43.00%	41.00%	45.00%	43.00%	47.00%	45.00%	49.00%	47.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	54.00%	52.00%	56.00%	54.00%	Negotiable
Soft Seating	HAY HM (2C)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	48.00%	46.00%	48.00%	46.00%	Negotiable
Soft Seating	Laura Modular Sofa Group (JA)	July 5, 2023	41.50%	39.50%	43.00%	41.00%	44.00%	42.00%	45.00%	43.00%	Negotiable
Soft Seating	Naughtone (NO)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	48.00%	46.00%	48.00%	46.00%	Negotiable
Soft Seating	Nelson Cube Sofa (ND)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	39.00%	37.00%	39.00%	37.00%	Negotiable
Soft Seating	Nemschoff	July 5, 2023	48.00%	47.00%	49.00%	48.00%	49.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Objects (AB)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	39.00%	37.00%	39.00%	37.00%	Negotiable
Soft Seating	Rapport (CM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	54.00%	52.00%	56.00%	54.00%	Negotiable
Soft Seating	Striad (SD)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	39.00%	37.00%	39.00%	37.00%	Negotiable
Soft Seating	Swoop™ (OA)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	48.00%	46.00%	48.00%	46.00%	Negotiable
Soft Seating	Wilkes Modular Sofa Group (MI)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	48.00%	46.00%	48.00%	46.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	73.00%	71.00%	75.00%	73.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	73.00%	71.00%	75.00%	73.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	58.00%	56.00%	60.00%	58.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	58.00%	56.00%	60.00%	58.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	July 5, 2023	52.00%	50.00%	54.00%	52.00%	56.00%	54.00%	58.00%	56.00%	Negotiable

Contract #: 2020000622
 Amendment #: 7
 Vendor #: 308726

HERMAN MILLER - CONTRACT 2020000622-7
 EXHIBIT A.7 - PRICING SHEET

Docusign Envelope ID: 35B9DAF9-46A0-427B-ACB1-3EF4E46BA50C

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

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Columbia, South Carolina publisher of



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
580372	0004263049	REQUEST FOR PROPOSALS The City of Charlotte, North Carolina is re

Attention: Rich Melin
PHASE 3 MARKETING
PO BOX 680758
MARIETTA, GA 30068

REQUEST FOR PROPOSALS

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

PRE-PROPOSAL CONFERENCE:
Tuesday, July 9th, 2019, 10:00 am local time, Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Basement CH14 Room or Via Teleconference by calling 704-336-5494.

PROPOSAL DUE DATE:
July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov 4263049

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

June 19, 2019

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 27th day of June in the year of 2019

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Solicitation Details

[« BACK TO LIST](#)

Furniture, Installation and Related Products and Services

The City of Charlotte on behalf of itself and OMNIA Partners is requesting the broadest selection of office, education, classroom and miscellaneous furniture, installation and related products and services in RFP 269-2019-105.

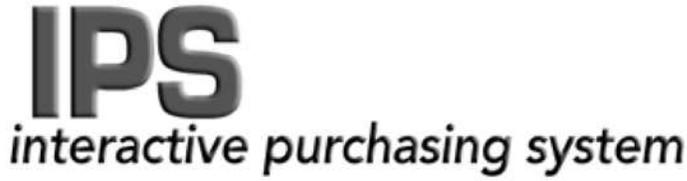
Type	Request for Proposals
Solicitation Number	269-2019-105
Department	City-wide
Category	Commodities & Goods
Commodity Code(s)	425, 41000, 41006, 41015, 41018, 41500, 41513, 41526, 42000, 42506, 42513, 42518, 42520, 42530, 42540, 42554, 42564, 42579, 42587, 42503, 42511, 42544, 42547, 42548, 42550, 42553, 42556, 42558, 42559, 42562, 42565, 42568, 42571, 42583, 42592, 42594
Attachments	<p> 269-2019-105 - Furniture RFP - Sample Project Pricing Sheet.xlsx (/DoingBusiness/Lists/Solicitations/Attachments/1081/269-2019-105 - Furniture RFP - Sample Project Pricing Sheet.xlsx)</p> <p> 269-2019-105 - Furniture RFP.docx (/DoingBusiness/Lists/Solicitations/Attachments/1081/269-2019-105 - Furniture RFP.docx)</p> <p> 269-2019-105 - Furniture RFP.pdf (/DoingBusiness/Lists/Solicitations/Attachments/1081/269-2019-105 - Furniture RFP.pdf)</p> <p> Additional Services and Solutions Pricing - Furniture.xlsx (/DoingBusiness/Lists/Solicitations/Attachments/1081/Additional Services and Solutions Pricing - Furniture.xlsx)</p>
Pre-Bid Date & Time	7/9/2019 10:00 AM
Pre-Bid Location	<p>This is non-mandatory and will be held at 600 E. 4th Street, Basement - CH14.</p> <p>Interested companies may opt to attend the pre-proposal conference via teleconference at 704-336-5494.</p>
Bid Due Date & Time	7/30/2019 2:00 PM
Bid Opening Location	Proposals are due by 2 pm EDT. We will not hold a public opening.

For questions please contact Genetta Carothers at gcarothers@charlottenc.gov

Additional notes

Remember to provide the following pricing sheets in hard copy and Excel format on a flash drive:

- Additional Services and Solutions - Hourly Rate by State
- Sample Projects A-F



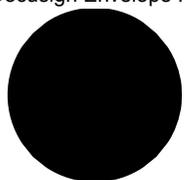
State of North Carolina
Interactive Purchasing System

Search for Bid Number

Check each solicitation document to verify whether electronic bids are valid for that solicitation:

- **Use the eBid button when** the solicitation document indicates that electronic bids are required.
- **Do NOT use the eBid button when** the solicitation document indicates that electronic bids are not permitted; submit a paper bid.

Bid Number	Description	Date Issued	Bid Opening Date	Bid Opening Time	NC BIDS	Help
<u>269-2019-105</u>	Furniture, Installation and Related Products and Services Non-mandatory pre-proposal conference July 9 @ 10 am	6/19/2019	7/30/2019	02:00 PM ET		<u>269-</u>



OR CARO A
Administration

DOA HOME

City of Charlotte - Furniture, Installation and Related Products and Services - Charlotte, NC

Event Description

City of Charlotte

Street Address: 600 E 4th Street, Charlotte, NC 28202

BID Information

BID Due Time: 2:00 pm

Bid Due Date: 07/30/2019

BID Location Street Address: 600 E 4th Street, Charlotte, NC 28202

Project Information

Project Title: Furniture, Installation and Related Products and Services

Project Location Street Address: 600 E 4th Street, Charlotte, NC 28202

Scope of Work:

The City of Charlotte on behalf of itself and OMNIA Partners is requesting the broadest selection of office, education, classroom and miscellaneous furniture, installation and related products and services in RFP 269-2019-105.

HUB certified vendors/contractors are encouraged to submit a bid for this project.

Project Information URL: <https://charlottenc.gov/DoingBusiness/pages/ContractOpportunities.aspx> (<https://charlottenc.gov/DoingBusiness/pages/ContractOpportunities.aspx>)

Pre-Bid Information

Pre-Bid Meeting: Yes

Pre-Bid Meeting Mandatory or Optional: Optional

Pre-Bid Meeting Time: 10:00 am

Pre-Bid Meeting Date: 07/09/2019

Pre-Bid Meeting Location Address: 600 E 4th Street, Basement CH14 Room, Charlotte, NC 28202

When and Where



(<https://maps.google.com/maps?daddr=600%20E%204th%20Street%2C%20Charlotte%2C%20NC%2028202%2C%20United%20States>)

When:

Tuesday, July 30, 2019 - 2:00 p.m.

Where:

600 E 4th Street
Charlotte, NC 28202
United States

Contact:

Genetta Carothers
gcarothers@charlottenc.gov (<mailto:gcarothers@charlottenc.gov>)
704-336-5195

Share this page:



Facebook (<https://www.facebook.com/sharer/sharer.php?u=https%3A%2F%2Fncadmin.nc.gov%2Fnews%2Fevents-calendar%2F2019%2F07%2F30%2Fcity-charlotte%2C%20-furniture-installation-and-related-products-and>)



Twitter (<http://twitter.com/intent/tweet?url=https%3A%2F%2Fncadmin.nc.gov%2Fnews%2Fevents-calendar%2F2019%2F07%2F30%2Fcity-charlotte%2C%20-furniture-installation-and-related-products-and>)

PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

PHASE:3
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

PRE-PROPOSAL CONFERENCE:
Tuesday, July 9th, 2019, 10:00 am local time, Charlotte - Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Basement CH14 Room or Via Teleconference by calling 704-336-5494.

PROPOSAL DUE DATE:
July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. **CONTACT:** Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov
Pub: June 20, 2019

Order # 0003632964 # of Affidavits 1

P.O # RFP #269-2019-105

Published Date(s):

06/20/19

STATE OF WISCONSIN }
COUNTY OF BROWN } SS.

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Seamus Becklund
Sworn to before me this

20 TH day of
JUNE 2019

Vicky Felty
Notary Public

My Commission expires: 9/19/21



PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

ACCOUNT NUMBER

PHASE 3,
ACCOUNTS PAYABLE
109 WESTPARK DR STE 360

9001501174

DATE

BRENTWOOD TN 37027

6/19/2019

ACCOUNT NAME

PHASE 3,

TELEPHONE

ORDER # / INVOICE NUMBER

6155674070

0001258172 /

PUBLICATION SCHEDULE

START 06/19/2019 END 06/19/2019

CUSTOMER REFERENCE NUMBER

RFP #269-2019-105

CAPTION

REQUEST FOR PROPOSALS The City of Charlotte, North Carolina is requesting propos:

SIZE

42 LINES 1 COLUMN(S)

TIMES

TOTAL COST

2

71.36

REQUEST FOR PROPOSALS

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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PROPOSAL DUE DATE: July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcrothers@charlottenc.gov 1258172 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, an** FOR **PHASE 3**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 06/19/2019 End 06/19/2019

DATE 6/19/2019

SIGNATURE *Gudmundson*

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 19TH DAY OF JUNE IN THE YEAR 2019

BY LORAIN GUDMUNDSON.

JAE LEVI
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp 05/29/2022
Commission # 700608

Jae Levi
NOTARY PUBLIC SIGNATURE

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FURNITURE, INSTALLATION, AND RELATED PRODUCTS & SERVICES
City of Charlotte; Bid Location Charlotte, NC, Mecklenburg County; Due 07/30/2019 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

6/19/2019

State of Oregon
County of Multnomah

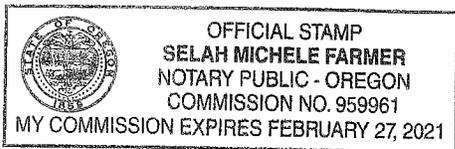
SIGNED OR ATTESTED BEFORE ME
ON THE 19th DAY OF June, 2019



Michelle Ropp



Notary Public-State of Oregon



CITY OF CHARLOTTE, NORTH CAROLINA
FURNITURE, INSTALLATION, AND RELATED PRODUCTS & SERVICES
Proposals Due 2:00 pm, July 30, 2019
REQUEST FOR PROPOSALS

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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PROPOSAL DUE DATE:
July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlotte.nc.gov
Published Jun. 19, 2019. 11758429

Rich Melin
National Ipa
1808 Patterson St
Nashville, TN 37203-2111

Order No.: 11758429
Client Reference No:

Order Number : 20454225
PO Number :
Customer : 60036285 Phase 3 Marketing & Communi
Contact : Sydney Rubin
Address1 : 109 Westpark Drive
Address2 : Suite 360
City St Zip : Brentwood TN 37027
Phone : (615) 567-4070
Fax :
Printed By : Cath Yann Christian
Entered By : Cath Yann Christian
Keywords :
Notes :
Zones :

Ad Number : 11008176
Ad Key :
Salesperson : Legal - Legals - Helena
Publication : Independent Record On-Line
Section : Class Section
Sub Section : Legal
Category : 9999 Legals
Dates Run : 06/19/2019-06/19/2019
Days : 1
Size : 2 x 2.00, 18 lines
Words : 114
Ad Rate : Legal Line
Ad Price : 69.04
Amount Paid : 0.00
Amount Due : 69.04

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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PROPOSAL DUE DATE:

July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov

June 19, 2019

MNAXLP

**AFFIDAVIT OF PUBLICATION
STATE OF MONTANA,
County of Lewis & Clark**

Cath Yann Christian

Being duly sworn, deposes and says;

That she is the principal clerk of the Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisement thereof:

That the _____ Notice _____

a true copy of which is hereto annexed, was published in said newspaper on the following dates: viz.:

June 19, 2019

making in all 1 publication(s)

Cath Yann Christian

Subscribed and sworn to me this 20__ day of June__, 2019.

Billie Jo Williams

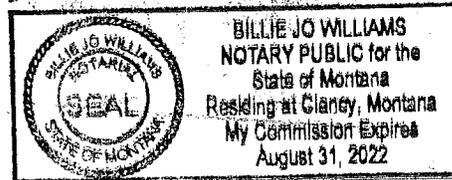
Notary Public for the State of Montana

Printed Name: Billie Jo Williams

Residing at Clancy, Montana 59634

My commission expires August 31, 2022

(Notary Seal)



Certificate of the Publisher

The Herald-News

Description:RFP EV269-105
1673755
RFP EV269-105

PHASE 3 MARKETING & COMMUNICATIONS
P O BOX 680758
MARIETTA GA 30068

Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 06/19/2019

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 19th day of June, A.D. 2019

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10174037

Amount \$86.84

PUBLIC NOTICE

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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PROPOSAL DUE DATE: July 30th, 2019 BEFORE 2:00 PM LOCAL TIME.

CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov

(Published in Herald-News June 19, 2019)1673755

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF

(RFP No. 269-2019-105) Furniture, Installation, and Related Products & Services

STATE OF HAWAII

City and County of Honolulu

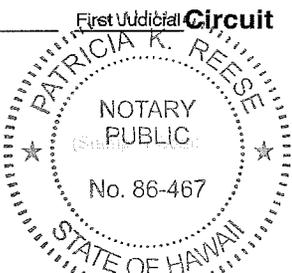
}
} SS.
}

Doc. Date: JUN 19 2019 **# Pages:** 1

Notary Name: Patricia K. Reese **First Judicial Circuit**

Doc. Description: Affidavit of Publication

Patricia K. Reese JUN 19 2019
Notary Signature Date



The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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PROPOSAL DUE DATE: July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov (SA1208926 6/19/19)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

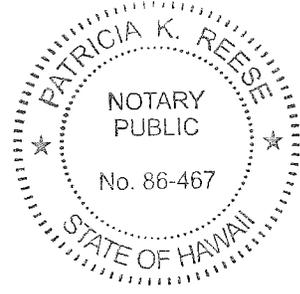
- Honolulu Star-Advertiser 1 times on: 06/19/2019
- MidWeek 0 times on:
- The Garden Island 0 times on:
- Hawaii Tribune-Herald 0 times on:
- West Hawaii Today 0 times on:
- Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang
Gwyn Pang

Subscribed to and sworn before me this 19 day of June A.D. 2019

Patricia K. Reese
Patricia K. Reese, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Oct 07, 2022



Ad # 0001208926

SP.NO.: _____ L.N.

Product
CNPO-Tomball Potpourri

Date
Jun 26 2019

Class
Legal Notices

Page

Victoria Bond & PR Corp

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 26th Day of June A.D. 2019



Delilah Metzger
Notary Public in and for the State of Texas

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

**PHASE 3 MARKETING & COMM
SUITE 360
109 WESTPARK DRIVE
BRENTWOOD TN 37027**

**Account # 170430
Ad Number 0001054609**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 06/19/2019 to 06/19/2019, on the following days:

06 / 19 / 19

REQUEST FOR PROPOSALS

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov

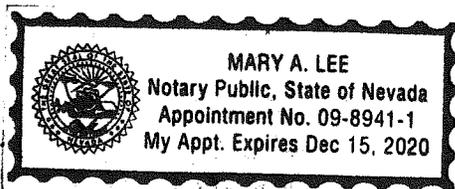
PUB: June 19, 2019
LV Review-Journal

[Signature]

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 19th day of June, 2019

Notary *[Signature]*



PHASE 3 MARKETING AND COMMUNICATIONS
309 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

Acct Number:		19030
Ad Number:		0000224354
Insertions:	1	Total: \$14.40
Affidavit:		\$7.50
Total:		\$21.90

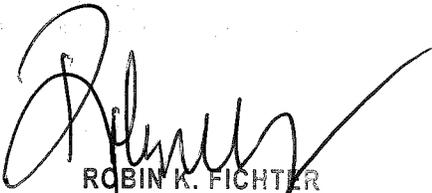
AFFIDAVIT OF PUBLICATION

NEW JERSEY, SUSSEX COUNTY, ss

Naomi Korke, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on 06/19/2019.

Sworn and subscribed before me this 19th day of June, 2019





ROBIN K. FICHTER
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50020719
My Commission Expires 8/11/2021

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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July 30th, 2019 BEFORE 2:00 PM LOCAL TIME.
CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov

June 19, 2019 \$14.40
0000224354 NJH

Richmond Times-Dispatch

Advertising Affidavit

Account Number

6067881

300 E. Franklin Street
 Richmond, Virginia 23219
 (804) 649-6208

Date

June 19, 2019

PHASE: 3 MARKETING AND COMMUNICATIONS
 109 WESTPARK DRIVE
 SUITE 360
 BRENTWOOD, TN 37027

Date	Category	Description	Ad Size	Total Cost
06/28/2019	Propos-Sld Bids-RFP	The City of Charlotte, North Carolina is requesting proposals for	2 x 15 L	116.80

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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PROPOSAL DUE DATE:

July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov

Publisher of the Richmond Times-Dispatch

This is to certify that the attached The City of Charlotte, No was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:

06/19/2019

The First insertion being given ... 06/19/2019

Newspaper reference: 0000959830

Sworn to and subscribed before me this Wednesday, June 19, 2019

Kimberly B Harris
 Notary Public

Kellie Johnson
 Billing Representative

Kimberly B. Harris
 NOTARY PUBLIC
 Commonwealth of Virginia
 Notary Registration Number 356753
 Commission Expires January 31, 2021

State of Virginia
 City of Richmond
 My Commission expires _____

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

RICH MELIN
PHASE 3 MARKETING & COMMUNICATIONS/NIPA
109 WESTPARK DRIVE SUITE 360
BRENTWOOD, TN - 37027

SB #: 3265286

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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PROPOSAL DUE DATE: July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov 6/19/19

SBS-3265286#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP No. 269-2019-105

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/19/2019

Executed on: 06/19/2019
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature



Email * A 0 0 0 0 0 5 1 3 4 6 6 5 *

STATE OF WASHINGTON -- KING COUNTY

--SS.

374992

No. #Ev269-2019-105

PHASE 3 MARKETING & COMM.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:CHARLOTTE FURNITURE

was published on

06/19/19



Subscribed and sworn to before me on

06/19/2019

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Charlotte, North Carolina Furniture, Installation, and Related Products & Services

Submittal date: July 30

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> or from the City Procurement office.

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July 30th, 2019 BEFORE 2:00 PM LOCAL TIME.
CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or gcarothers@charlottenc.gov

Date of publication in the Seattle Daily Journal of Commerce, June 19, 2019.

6/19(374992)

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in Lafayette, Louisiana, in the following issues:

06/19/2019



Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

6/19/2019



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite

PUBLIC NOTICE

The City of Charlotte, North Carolina is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Products & Services (RFP No. 269-2019-105). In order to be considered, the Offeror must complete and submit a proposal to The City of Charlotte in accordance with the solicitation documentation available at

<https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>

or from the City Procurement office.

PRE-PROPOSAL CONFERENCE: Tuesday, July 9th, 2019, 10:00 am local time, Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Basement CH14 Room or Via Teleconference by calling 704-336-5494.

PROPOSAL DUE DATE: July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT: Genetta N. Carothers, Procurement Officer, 704-336-5195 or

gcarothers@charlottenc.gov

358377-jun 19-1t



PHASE 3 MARKETING & COMM 358377-01
RICH MELIN
109 WESTPARK DR STE 360
BRENTWOOD, TN 37027

TIMES UNION

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Albany, New York 12212

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SUITE 360
BRENTWOOD, TN 37027

Account Number: 600110312
Order Number: 0004061349
Order Invoice Text: National IPA - RFP

C Finnegan / A Loveridge / T Tomes / S Rawling / R Bernard / T Duquette of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

06-19-2019

[Faint, illegible text]

[Handwritten signature]

Sworn to before me, this 20 day of June 2019.

[Handwritten signature]

TRACI RABIDOU
Notary Public - State of New York
No. 01RA6319963
Qualified in Albany County
My Comm. Expires Mar. 2, 2023

Notary Public
Albany County

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PROPOSAL DUE DATE:
July 30th, 2019 BEFORE 2:00 PM LOCAL TIME. CONTACT:
Genetta N. Carothers, Procurement Officer, 704-336-5195 or g
carothers@charlottenc.gov

TU1t 4061349



July,9 2018

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

The following public notices (RFP 19-13, RFP #269-2019-105, RFP #19-09, RFP #19-10, RFP #0011201-MAY2019, RFP# 001225-MAY2019) were published within said newspaper in the Public Notice Section of the on the following dates:

6/19/2019, 6/26/2019, 7/1/2019, 7/3/2019

A handwritten signature in black ink, appearing to be 'D. Whitman', written over a horizontal line.

Don Whitman

On this the 9th day of July, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

A handwritten signature in black ink, appearing to be 'Camika C. Winter', written over a horizontal line.

Camika Winter
State of Florida
County of Pinellas

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003





Doing Business with the City

CONTRACT OPPORTUNITIES VENDOR REGISTRATION CURRENT VENDORS VENDOR INFORMATION UPDATE CITY PROCUREMENT OFFICE FAQs

City of Charlotte > Doing Business with the city > Solicitation Details



Solicitation Details

[« Back to list](#)

Furniture, Installation and Related Products and Services

The City of Charlotte on behalf of itself and OMNIA Partners is requesting the broadest selection of office, education, classroom and miscellaneous furniture, installation and related products and services in RFP 269-2019-105.

Type	Request for Proposals
Solicitation Number	269-2019-105
Department	City-wide
Category	Commodities & Goods
Commodity Code(s)	425, 41000, 41006, 41015, 41018, 41500, 41513, 41526, 42000, 42506, 42513, 42518, 42520, 42530, 42540, 42554, 42564, 42579, 42587, 42503, 42511, 42544, 42547, 42548, 42550, 42553, 42556, 42558, 42559, 42562, 42565, 42568, 42571, 42583, 42592, 42594
Attachments	<ul style="list-style-type: none"> 269-2019-105 - Furniture RFP - Sample Project Pricing Sheet.xlsx 269-2019-105 - Furniture RFP.docx 269-2019-105 - Furniture RFP.pdf Additional Services and Solutions Pricing - Furniture.xlsx

Pre-Bid Date & Time 7/9/2019 10:00 AM

Pre-Bid Location This is non-mandatory and will be held at 600 E. 4th Street, Basement - CH14.

Interested companies may opt to attend the pre-proposal conference via teleconference at 704-336-5494.

Bid Due Date & Time 7/30/2019 2:00 PM

Bid Opening Location Proposals are due by 2 pm EDT. We will not hold a public opening.

For questions please contact Genetta Carothers at gcarothers@charlottenc.gov

Additional notes Remember to provide the following pricing sheets in hard copy and Excel format on a flash drive:
- Additional Services and Solutions - Hourly Rate by State
- Sample Projects A-F

Home > Contracts > All Contracts > View Upcoming Contracts

Current Solicitations

SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

+ Pre-Employment Background Screening, Related Products and Services

+ Systemwide Flooring

- Furniture, Installation and Related Products and Services



Lead Agency: City of Charlotte

Response due: Tuesday, July 30, 2019 at 2:00 EDT

[Click here to access additional information.](#)

+ Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

+ Oracle Products and Services

From: [Chris White](#)
To: [Tomek Kruszc](#)
Subject: Re: City of Charlotte Furniture RFP
Date: Wednesday, June 26, 2019 10:44:23 PM
Attachments: [image001.png](#)

I'll try to get it posted, but we're having some challenges with that at the moment.

Thank you,

Christopher White
Regional Manager - Southeast
OMNIA Partners - Public Sector
Cell: 919.738.6098

www.omniapartners.com

Sent from my iPhone

On Jun 26, 2019, at 3:59 PM, Tomek Kruszc <tomek.kruszc@omniapartners.com> wrote:

Hi Chris,

Here is the bookmarked RFP for the City of Charlotte Furniture Solicitation. Can you please let me know when it is posted in S. Carolina?

Thank you,

Tomek Kruszc
Contract Manager
OMNIA Partners, Public Sector
615-431-1861 Office
434-401-5278 Cell

PLEASE NOTE NEW EMAIL ADDRESS: Tomek.Kruszc@omniapartners.com

<image001.png>

www.nationalipa.org www.uscommunities.org

<269-2019-105_City of Charlotte_Furniture_RFP_2019_6_19.pdf>

**RFP 269-2019-105
FURNITURE, INSTALLATION, AND RELATED SERVICES
PROPOSALS RECEIVED**

	Vendor
1	A2S
2	Allsteel, Inc.
3	Clear Design (received after deadline)
4	DVO-USA
5	Everest Expedition / Worden
6	Exemplis LLC
7	Fomcore
8	Furniturelab
9	Haworth, Inc.
10	Herman Miller
11	HON Co.
12	Humanscale Corp.
13	Indiana Furniture Industries, Inc.
14	Kimball Office Group
15	Knoll, Inc.
16	Krueger International
17	Kwalu (received after deadline)
18	National Office Furniture
19	OFS Brands
20	Piedmont Office Suppliers
21	Source International Corp.
22	Spacesaver Corp.
23	Teknion LLC
24	Trendway Corp.
25	Trinity Furniture
26	Workrite Ergonomics

REQUEST FOR PROPOSALS
RFP # 269-2019-105
FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

JUNE 19, 2019

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is now accepting Proposals for FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **JULY 9, 2019 at 10 a.m. EDT**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Basement – CH14 Room or via teleconference at 704-336-5494. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 7, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word and Sample Project Pricing Sheet in Excel format may be obtained by contacting Genetta N. Carothers at gcarothers@charlottenc.gov or at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

All Proposals are due to City of Charlotte Finance Department, City Procurement, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **JULY 30, 2019 at 2 p.m. EDT**.

Two (2) electronic copies of the Proposal on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus three (3) copies of your Proposal must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Genetta N. Carothers

[Name of Company Submitting Proposal]

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

RFP # 269-2019-105

RFP questions must be directed to Genetta N. Carothers, Finance Department – City Procurement, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Tomek Kruszec, OMNIA Partners
RFP Project Team
RFP file

Section 3 Procurement Process

3. PROCUREMENT PROCESS.

This Section 3 contains information about the procurement process for this Project.

3.1 Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
JUNE 19, 2019	<i>Issuance of RFP.</i> The City issues this RFP.
JUNE 27, 2019	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.2.
JUNE 27, 2019	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 2 p.m. EDT.
JULY 9, 2019	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 10 a.m. EDT.
JULY 12, 2019	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m. EDT.
JULY 30, 2019	<i>Proposal Submission.</i> Proposals are due by 2 p.m. EDT. at City Procurement, CMGC 9 th Floor.
JULY 30, 2019 – SEPTEMBER 9, 2019	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
NOVEMBER 26, 2019	<i>Contract Award by Council.</i>
JANUARY 1, 2020	<i>Services commence.</i> Company begins providing the Products and Services.

3.2 Intent to Propose.

Please acknowledge receipt of this RFP via email or facsimile by **JUNE 27, 2019** using the Request for Proposals Acknowledgement Form located in Section 7, Form 1. Complete the form in its entirety advising the City of your firm’s intention to submit or not submit a Proposal. Email or fax a copy of the completed and signed form to the email address or number below. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

3.3 Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal deadline. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

Section 3 Procurement Process

Genetta N. Carothers
City of Charlotte
City Procurement
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2019-105
Fax: 704-632-8257
E-mail: gcarothers@charlottenc.gov

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **2 p.m. EDT, on JUNE 27, 2019**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at <http://www.ips.state.nc.us> and the City's [Contract Opportunities Site](#), referencing solicitation #269-2019-105. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 7, Form 2).

3.4 Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **JULY 9, 2019 at 10 a.m. EDT**. The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Basement – CH14 Room or via teleconference by calling 704-336-5494.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Genetta N. Carothers in advance of the conference date and time identifying the special accommodations required.

3.5 Submission of Proposals.

Proposals must be in the format specified in Section 5 of this RFP. Two (2) electronic copies on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus three (3) copies shall be submitted to the address listed in Section 3.3 above by **JULY 30, 2019 on or before but no later than 2 p.m. EDT**. The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Due to security requirements at the Charlotte-Mecklenburg Government Center (CMGC), sealed box(es), including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Section 3

Procurement Process

Do not arrive at City Procurement on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

3.6 Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

3.7 Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

3.8 Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

3.9 Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>



CHARLOTTE

Department of General Services – City Procurement

Addendum #3	Furniture, Installation and Related Products and Services RFP #269-2019-105
--------------------	--

To: All Prospective Companies

Date: July 18, 2019

Subject: **Addendum #3 –RFP #269-2019-105 – Furniture, Installation and Related Products and Services**

Please read in its entirety and note the specification changes/modifications below for the RFP. **Per Section 2.6.12 of the RFP 269-2019-105, all exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP.** The Word documents are available [here](#).

Item #	Page #	Section	Specification	Modifications and Questions
1	2	Cover Letter	3 rd Paragraph	Company Question: Will the City consider extending the deadline? Answer: No, Proposals are due by 2 pm EDT on August 6, 2019.
2	3	Checklist	General Question	Company Question: When will a Company use the City's fax number? Answer: Companies may use the fax number to submit the Section 7 - Required Form 1.
3	3	Checklist	Last Paragraph	Company Question: When will the City answer questions? As promised in the Pre-Proposal Conference, the City released addendum 2 on July 11, 2019. Will all questions and answers be shared amongst everyone? Yes, see the second paragraph on page 17 of the RFP.
4	9	Intro and General Information	Section 2.4 - City's Rights and Options	Company Question: Is this a multiple award or single award? Answer: The City reserves the right to award all, none, or any part of the Products/Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation.
5	11	Intro and General Information	Section 2.6.5 - Proposal Conditions	Company Question: Should this section refer to "all discounts should be firm and fixed", since the RFP requires a submittal of % discount off Manufacturer list price? Yes.

**RFP 269-2019-105
FURNITURE, INSTALLATION, AND RELATED SERVICES
BIDDERS LIST**

	Vendor Name
1	3FORM LLC
2	AAC ENTEPRISE LLC
3	ACCREDITED LOCK AND DOOR HARDWARE COMPANY
4	ACCU TECH CORPORATION
5	ACO MED SUPPLY INC
6	ADVANCED EQUIPMENT COMPANY
7	Allsteel
8	AMERICAN VAN EQUIPMENT
9	ANGELA DANETTE EDWARDS
10	ANYTIME PRODUCTS
11	ARABELLA DEOLINDA LLC
12	AVENU
13	BATTLE HOME RENOVATIONS LLC
14	BELNICK RETAIL LLC % BELNICK INC SOLE MBR
15	BROOKSVALE MAINTENANCE LLC
16	C.H. BRIGGS COMPANY
17	CAROLINA BUSINESS SUPPLIES INC
18	CAROLINA CUSTOM MILLWORK INC
19	CAROLINA OFFICE SOLUTIONS LLC
20	CHARLOTTE STORE FIXTURE WAREHOUSE
21	CITY NEWSRACKS LLC
22	COMMERCIAL WORKS INC
23	CONNECT SYSTEMS INC
24	CONNECTING ELEMENTS INC
25	CONTEMPORARY DESIGN COMPANY LLC
26	CRENSHAW BUSINESS GROUP LLC
27	DELVE INTERIORS LLC
28	DESIGN WITHIN REACH INC
29	DESIGNBAR, LLC
30	DOT40 LLC
31	DOUG MIDDLETON ASSOCIATES INC
32	EMPIRE CARPET & BLINDS INC
33	EVANS CONSOLES INCORPORATED
34	EXEMPLIS
35	FADELS INCORPORATED
36	FISHER SCIENTIFIC COMPANY LLC
37	FITNESS CONCEPTS INCORPORATED
38	FORECAST CONSOLES INC
39	FORMS & SUPPLY, INC.
40	FRYDAY & DOYNE, INC.
41	FRYE'S LOCK AND KEY LLC
42	GALLAGHER STONE INCORPORATED
43	GEARGRID LLC
44	GEORGE S HINES JR
45	GILMER EUGENE WALKER
46	GLOBAL EQUIPMENT COMPANY INC
47	GRIER INTERIORS
48	HAWORTH
49	HENRY SCHEIN INC
50	HERMAN MILLER
51	HERTZ FURNITURE SYSTEMS LLC
52	HON
53	IAC INDUSTRIES
54	INDOFF INCORPORATED
55	INDUSTRIAL SAFETY LLC
56	INFINITE MANUFACTURING GROUP INC
57	INTERIOR MOTIVES BY WILL SMITH LLC
58	IRWIN SEATING
59	JACKSON MANUFACTURERS COMPANY INC
60	JKH CABINETS & CARPENTRY INC
61	JOAN ZIEHL
62	JSJ FURNITURE CORPORATION
63	KI
64	KIMBALL OFFICE
65	KNOLL
66	KNOT YET CABINET WORKS INC
67	LABSCAPE LLC
68	LARNER'S OFFICE FURNITURE OUTLET LLC
69	LEARNING ENVIRONMENTS INC
70	LEWIS PASTREK
71	LIFTON LLC
72	LOC DOC INC
73	LOCKER PRO LLC
74	LOCKERS UNLIMITED INC
75	LOCKERSNMORE LLC
76	LOCKING SYSTEMS INTERNATIONAL INC
77	LYON WORKSPACE PRODUCTS LLC
78	M MICHAEL ELKIS CO INC
79	M&M MERCHANDISERS MEDICAL SUPPLY & EQUIPMENT LLC
80	MAUELL CORPORATION
81	MEN ON THE MOVE EXPRESS LOGISTICS LLC
82	MILLER AT WORK LLC

**FURNITURE, INSTALLATION, AND RELATED SERVICES
BIDDERS LIST**

	Vendor Name
83	MILLER OFFICE EQUIPMENT COMPANY SERVICES
84	MILLWORK ON 31ST INC
85	MITY LITE INC
86	MORRIS BUSINESS SOLUTIONS
87	MUSEUM OF THE NEW SOUTH INC
88	NATIONAL OFFICE FURNITURE
89	NEBO EXPRESS LLC
90	NEW PRECISION TECHNOLOGY LLC
91	NEW SOUTH SPECIALTIES LLC
92	NEXT DAY GOURMET, LLC
93	NYCOM INC
94	OFFICE ENVIRONMENTS INC
95	OFFICE SURPLUS INC
96	OFS
97	ONE CBI LLC
98	OPTICSPLANET INC
99	PAC VAN INC
100	PACK&FLY GROUP OU
101	PAIGE COMPANY CONTAINER INC
102	Party In A Tent Charlotte NC LLC
103	PATTERSON POPE INC
104	PERFORMANCE ADVANTAGE COMPANY
105	PIEDMONT OFFICE SUPPLIERS INC
106	PMC COMMERCIAL INTERIORS INC
107	PRECIPITATION, INC.
108	PRISON REHABILITATIVE INDUSTRIES AND
109	PULCIR INC
110	QUENTIN CONYBEARE
111	R & B CABINET + FIXTURE CO.
112	RECREONICS INC
113	REIDSVILLE OFFICE SUPPLY INC
114	RENT MEUSA PARTY RENTALS
115	RL BALLARD AND ASSOCIATES
116	SAFETY SUPPLY COMPANY LLC
117	SAUDER MANUFACTURING CO
118	SBFI NORTH AMERICA INC
119	SICO AMERICAN INC
120	SNK INC
121	SOLSTAS LAB PARTNERS GROUP LLC
122	SOUTHEAST INDUSTRIAL EQUIPMENT INC
123	SOUTHERN PHOTO PRINT & SUPPLY
124	SPACEAVER STORAGE SYSTEMS INC
125	SPECIALTY COMPOSITES GROUP LIMITED
126	SPECSEATS INTL CORP
127	SSP INCORPORATED
128	STAR STATIONERS INC
129	STEELCASE
130	STEP UP INC
131	STRATEGIC CONNECTIONS INC
132	SYSTEL BUSINESS EQUIPMENT CO INC
133	T MARQUIS MANAGEMENT & SERVICES LLC
134	TAKKT AMERICAN HOLDING INC
135	TAYLOR DISTRIBUTION GROUP LLC
136	TEKNION
137	TERRY BROWN
138	THE WOODLEY GROUP LLC
139	TRENDWAY
140	TROUTMAN CHAIR COMPANY LLC
141	TRUCK VAULT INC
142	TS WOODWORKS AND RAD DESIGN, INC.
143	VARI SALES CORPORATION
144	VERSA PRODUCTS INC
145	VETERAN CORPORATION
146	VIKING ACOUSTICAL CORPORATION
147	VSA INC
148	WATSON FURNITURE GROUP INC
149	WILLARD PACKAGING COMPANY INC

Certificate Of Completion

Envelope Id: B778951D-5952-47D8-B553-E4CA0E18F831

Status: Sent

Subject: Council Legislation - MillerKnoll

Source Envelope:

Document Pages: 278

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

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prg@nashville.gov

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Pool: StateLocal

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Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication (None)

Elizabeth Jefferson

Sent: 7/30/2025 8:50:19 AM

Viewed: 7/30/2025 10:44:02 AM

Signed: 7/30/2025 10:44:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication (None)

Dennis Rowland

Sent: 7/30/2025 10:44:45 AM

Viewed: 7/30/2025 10:51:45 AM

Signed: 7/30/2025 10:51:57 AM

Signature Adoption: Pre-selected Style

Using IP Address: 208.115.67.124

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Jenneen Reed/mjw

Sent: 7/30/2025 10:52:23 AM

Viewed: 7/31/2025 4:22:12 PM

Signed: 7/31/2025 4:23:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 7/31/2025 4:22:12 PM

ID: 3cc1a510-24b6-45f3-818b-1f8b95a5dbb5

Tessa V. Ortiz-Marsh

tessa.ortiz-marsh@nashville.gov

Security Level: Email, Account Authentication (None)

Tessa V. Ortiz-Marsh

Sent: 7/31/2025 4:23:29 PM

Viewed: 8/1/2025 1:06:31 PM

Signed: 8/1/2025 1:07:04 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 8/1/2025 1:06:31 PM

ID: fdf7d644-7383-48f4-b3c6-556ec0a49d6e

Signer Events	Signature	Timestamp
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Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 7/31/2025 8:17:59 AM
ID: b32b56ba-4672-41b5-92d2-6d7bd2a064f1

Tessa V. Ortiz-Marsh
tessa.ortiz-marsh@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 8/1/2025 1:06:31 PM
ID: fdf7d644-7383-48f4-b3c6-556ec0a49d6e

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 7/31/2025 9:31:35 AM
ID: be736ee8-0543-49c1-bcc4-284286d53112

Terri Ray
terri.ray@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/30/2025 8:50:19 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS

- "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

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