Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 15, 2011

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B9200309
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Haworth, Inc.** **One Haworth Center** **Holland, MI 49423** **Email: hodges2@michigan.gov or phil.todd@haworth.com**	TELEPHONE Rhonda Hodges **(517) 719-6172** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-2619 **Seleana Samuel**
Contract Compliance Inspector: James Clark clarkj1@michigan.gov (517-241-4495) **Ergonomic and General Office Seating & Delivery, Set Up and Fitting Statewide Contract**	
CONTRACT PERIOD: **5 yrs. + 2 one-year options** From: **September 1, 2009** To: **August 14, 2014**	
TERMS **1% 15 days, Net 30 days**	SHIPMENT **40 Days Standard Delivery or 7 Days Express Delivery**
F.O.B. **Delivered**	SHIPPED FROM **Holland, MI**
MINIMUM DELIVERY REQUIREMENTS **There are NO minimum order requirements**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective August 15, 2011, the Buyer on this Contract is hereby changed to:

Seleana Samuel
517-241-2619
SamuelS1@michigan.gov

AUTHORITY/REASON:

Per DTMB-Purchasing Operations's approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $4,703,402.50

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 13, 2010

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B9200309
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Haworth, Inc.** **One Haworth Center** **Holland, MI 49423** **Email: hodges2@michigan.gov or phil.todd@haworth.com**	TELEPHONE Rhonda Hodges **(517) 719-6172** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-1455 **Laura Gyorkos, CPPB**
Contract Compliance Inspector: James Clark clarkj1@michigan.gov (517-241-4495) **Ergonomic and General Office Seating & Delivery, Set Up and Fitting Statewide Contract**	
CONTRACT PERIOD: **5 yrs. + 2 one-year options** From: **September 1, 2009** To: **August 14, 2014**	
TERMS **1% 15 days, Net 30 days**	SHIPMENT **40 Days Standard Delivery or 7 Days Express Delivery**
F.O.B. **Delivered**	SHIPPED FROM **Holland, MI**
MINIMUM DELIVERY REQUIREMENTS **There are NO minimum order requirements**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Appendix B, Seating Product Pricing Sheet has been revised to reflect the 2% Administrative Fee deducted from the percentage discount off list price. Please refer to the attached revised Appendix B.

All other specifications, pricing, terms and conditions remain the same.

AUTHORITY/REASON:

Per DMB/Purchasing Operations and vendor's request.

ESTIMATED CONTRACT VALUE REMAINS: $4,703,402.50

(Revised as of 1/5/10)
APPENDIX B
SEATING PRODUCT PRICING

DISCOUNT PRICING SHEET

PROPOSED SEATING PRODUCT LINE(S)	DATE OF MANUFACTURER'S PRINTED LIST PRICE CATALOG	PERCENTAGE (%) DISCOUNT OFF LIST PRICE STANDARD DELIVERY	PERCENTAGE (%) DISCOUNT OFF LIST PRICE STANDARD DELIVERY (Less 2% Admin Fee)	PERCENTAGE (%) DISCOUNT OFF LIST PRICE QUICK SHIP	PERCENTAGE (%) DISCOUNT OFF LIST PRICE QUICK SHIP (Less 2% Admin Fee)	PERCENTAGE (%) DISCOUNT OFF LIST PRICE CAL 133 PRODUCT (if available)	PERCENTAGE (%) DISCOUNT OFF LIST PRICE CAL 133 PRODUCT (if available) (Less 2% Admin Fee)
Improv H.E.	April 5, 2008	73.00%	71.00%	68.00%	66.00%	73.00%	71.00%
LOOK	April 5, 2008	73.00%	71.00%	68.00%	66.00%	73.00%	71.00%
X99	April 5, 2008	69.20%	67.20%	64.20%	62.20%	69.20%	67.20%
Zody	April 5, 2008	65.00%	63.00%	60.00%	58.00%	65.00%	63.00%
Hello	April 5, 2008	53.65%	51.65%	48.65%	46.65%	53.65%	51.65%
Monaco	April 5, 2008	73.00%	71.00%	68.00%	66.00%	73.00%	71.00%
System 12	April 5, 2008	73.00%	71.00%	68.00%	66.00%	73.00%	71.00%
Tempo	April 5, 2008	56.65%	54.65%	51.65%	49.65%	56.65%	54.65%
Very	December 2008	65.00%	63.00%	60.00%	58.00%	65.00%	63.00%

California Technical Bulletin 133 requires the modification of the part number and is an added value of $83.00- $113.00 list per chair.

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

September 25, 2009

NOTICE
OF
CONTRACT NO. 071B9200309
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Haworth, Inc.** **One Haworth Center** **Holland, MI 49423** **Email: hodges2@michigan.gov or phil.todd@haworth.com**	TELEPHONE Rhonda Hodges **(517) 719-6172** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-1455 **Laura Gyorkos, CPPB**
Contract Compliance Inspector: James Clark clarkj1@michigan.gov (517-241-4495) **Ergonomic and General Office Seating & Delivery, Set Up and Fitting Statewide Contract**	
CONTRACT PERIOD: **5 yrs. + 2 one-year options** From: **September 1, 2009** To: **August 14, 2014**	
TERMS **1% 15 days, Net 30 days**	SHIPMENT **40 Days Standard Delivery or 7 Days Express Delivery**
F.O.B. **Delivered**	SHIPPED FROM **Holland, MI**
MINIMUM DELIVERY REQUIREMENTS **There are NO minimum order requirements**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I9200162, this Contract Agreement and the vendor's quote dated May 18, 2009. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $4,703,402.50

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B9200309
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE Rhonda Hodges **(517) 719-6172**
Haworth, Inc. **One Haworth Center** **Holland, MI 49423** **Email: hodges2@michigan.gov or phil.todd@haworth.com**	CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-1455 **Laura Gyorkos, CPPB**

Contract Compliance Inspector: James Clark clarkj1@michigan.gov (517-241-4495)

Ergonomic and General Office Seating & Delivery, Set Up and Fitting
Statewide Contract

CONTRACT PERIOD: **5 yrs. + 2 one-year options** From: **September 1, 2009** To: **August 14, 2014**

TERMS	SHIPMENT
1% 15 days, Net 30 days	**40 Days Standard Delivery or 7 Days Express Delivery**
F.O.B. **Delivered**	SHIPPED FROM **Holland, MI**

MINIMUM DELIVERY REQUIREMENTS
There are NO minimum order requirements

MISCELLANEOUS INFORMATION:

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I9200162, this Contract Agreement and the vendor's quote dated May 18, 2009. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $4,703,402.50

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I9200162. Orders for delivery will be issued directly by the various State Agencies and MiDeal members through the issuance of a Purchase Order Form.

All terms and conditions of the Invitation to Bid are made a part hereof.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Haworth, Inc. Firm Name	Signature
Authorized Agent Signature	**Anthony DesChenes, Director** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

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Appendix B – Discount Pricing Sheet
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Appendix H - Nano-Tex Information Sheet

DEFINITIONS

"Days" means calendar days unless otherwise specified.

"24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

"Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Audit Period" has the meaning given in **Section 2.093.**

"Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

"Blanket Purchase Order" is an alternate term for Contract and is used in the States computer system.

"Business Critical" means any function identified in any Statement of Work as Business Critical.

"Chronic Failure" is defined in any applicable Service Level Agreements.

"Deleted – Not Applicable" means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

"Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work

"DMB" means the Michigan Department of Management and Budget

"Environmentally preferable products" means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

"Excusable Failure" has the meaning given in **Section 2.214.**

"Hazardous material" means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

"Incident" means any interruption in Services.

"ITB" is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders

"Key Personnel" means any Personnel designated in **Section 1.031** as Key Personnel.

"New Work" means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

"Post-Consumer Waste" means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is a Contract is for **Ergonomic and General Office Seating to be used by State of Michigan agencies statewide and MiDEAL members**. This is a formal agreement between the prime Contractor, hereinafter referred to as Haworth, and the Sate of Michigan. This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions. Article 1 is designed to provide the Contractor with information on requirements associated with this agreement

1.012 Background – Deleted Not Applicable

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor will provide highly ergonomic chairs, side/guest chairs, upholstered stackable chairs, big and tall chairs, conference room chairs, managerial/ executive chairs, stools, and reception area seating. The seating lines included in this Contract are as follows: the Improv Series Seating, LOOK Seating, X99 Seating, Zody Seating, Monaco Seating, System 12 Seating, Hello Seating, Tempo Series Seating and Very Seating.

1.022 Work and Deliverable

The Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. Product Quality/Industry Standards

All Seating Lines listed in 1.021 are standard products that the Contractor currently offers.

The Contractor is providing four (4) highly ergonomic Seating Lines and five (5) additional Seating Lines for various seating needs other than ergonomic. Together, these nine (9) Seating Lines will provide every seating solution the State may require to furnish their office environments.

Technical information for each of the ergonomic Seating Lines; Improv H.E., LOOK, X99, and Zody are located in Appendix A.

The seating lines described herein are accredited by The American Association for Laboratory Accreditation and have been tested and meet or exceed the ANSI/BIFMA X5.1 – 2002 (General Purpose Office Chairs), ANSI/BIFMA X5.4-2005 (Lounge Seating- Test). The Contractor will keep all accreditations and ANSI requirements current throughout the life of this Contract.

The Contractor's products are designed and tested for durability, safety, comfort and appearance under normal use. Specific components of the Improve SE and Improve HE task chairs have been tested in accordance with NFPA 260 and NEPA 261, passing with a Class 1 rating.

All seating lines described herein have been tested and meet the California Technical bulletin 117 – Flame Retardence of Resilient filling Materials.

In addition, California Technical bulletin 133 Flammability standards are available for the following seating lines offered by this Contract:

- All Improv and Improv H.E. armless and fully upholstered outer back models.
- All Improv Tag models and all Improv and Improv H.E. models with black (TR-F) polypropylene shell backs and high arc bases.
- Improv Leg Base Stacking and Sled models with fully upholstered outer backs or wood backs.
- All X-99 models, except those with fixed Loop Arms.
- Zody task models with black (TR-F) frames and foam seats.
- All Hello, Monaco, and Tempo models.
- All Very fully upholstered models.

Please note: California Technical Bulletin 133 is not available on models with the PAL back system or chairs with vinyl gel arm caps. California Technical Bulleton 133 requires the modification of the part number and is an added value of $83.00 - $113.00 list price per chair.

To specify, see specification options located at the bottom of each pricing page and look for "Fire Retardant Option" or "CAL 133".

B. Quality Assurance

The Contractor maintains the latest ISO certifications available. A staff of dedicated professionals manages all aspects of Quality Assurance. Quality improvements are monitored at all levels: supplier, dealer, material, engineering, manufacturing, and internal processes and procedures. The Contractor uses several different programs and tools to measure and gauge progress and refine goals. Systems and certifications include:

ISO 9001 – Quality Management Systems (3rd-party certified)
ISO 14001 – Environmental Management Systems (3rd-party certified)
GS – Approved Safety
MBDC *Cradle-to-Cradle* Certification for Zody, Very and other new products
BIFMA E3-2008 (sustainability assessment) Planning to certify systems and seating products shortly.

C. Ergonomic Features

Ergonomic Features are outlined in Appendix E**.**

D. Range of Product Offering

The Contractor offers the below product lines:

The **Improv Series Seating Line** includes mid-back and high-back options, multiple armrest options, ergonomic stool-height options, conference room options, and XL chair options with a 500 pound weight capacity. The Improv Family includes side/guest chairs, both stacking and non-stacking, with options such as ganging, stool-height, tablet arm, book rack, and storage cart. The Improv Family also has coordinating occasional tables both freestanding and ganging.

The **LOOK Seating Line** includes mid-back and high-back options, multiple armrest options, and conference room options. The LOOK Family includes side/guest chairs, both stacking and non-stacking.

The **X99 Seating Line** includes mid-back and high-back options, multiple armrest options, executive options, and conference room options. The X99 Family includes seminar chairs with fold up seat pans for easy storage.

The **Zody Seating Line** includes multiple armrest options, ergonomic stools options, and conference room options. The Zody Family includes stacking side/guest chairs.

The **Hello Seating Line** includes lounge/reception options with pivoting tablet arm and cup holder accessories. The Hello Family includes side/guest chairs with a stool-height option.

The **Monaco Seating Line** is an executive chair that includes mid-back and high-back options, multiple armrest options, and conference room options.

The **System 12 Seating Line** includes stacking side/guest chairs with options such as tablet arm, book rack, and storage carts. Please note once accessories are added the seating is no longer stackable.

The **Tempo Series Seating Line** includes lounge/reception options. The Tempo Family includes chairs with ganging options. The Tempo Family also has coordinating occasional tables both freestanding and ganging.

The **Very Seating Line** includes conference room and side/guest chair options. The Very family includes both stacking and non-stacking seating with storage cart options.

Seating Lines are outlined in Appendix A.

E. <u>Delivery/Quick Ship Programs</u>

The State has a potential of hundreds of various "Ship To" locations state-wide (including both Upper and Lower Peninsulas). The State will be divided up into **(2) two zones:**

ZONE 1 is defined as those Michigan cities that are south of Michigan Highway #55.
ZONE 2 is defined as those Michigan cities that are north of Michigan Highway #55, including the Upper Peninsula.

Standard Delivery: 30 to 40 calendar days
Quick Ship Delivery: 10 to 15 business days

Note: Only standard product finishes, and fabrics apply to Standard Delivery schedule. Select products, finishes, and fabrics are available on RUSH. Product and finish options that are available on Rush are clearly indicated in the price books(s) with the following symbol ◆.

Customers Own Material (COM), Customers Own Leather (COL), and some Specials do not qualify for the above noted delivery schedule. Customer Service would request a reasonable delivery date based on COM, COL, and Specials orders.

1. Available RUSH Fabrics:
Esoteria - Grade A**,** Amulet, Borealis, Celestial, Cryptic, Draco, Enigma, Estuary, Ethereal, Scirroco, Shiva, Tarot, and Vedic, and Visage

Interval – Grade A, Adrian, Bayou, Carnelian, Charm, Chimera, Echo, Mink, Nutra, Polaris, and Realis

Moodring – Grade A, Blue Moon, Calm, Cool, Joy, Liberate, and Magic

Ravenna – Grade A, Asalt, Lode, Marquetry, Melange, Omnium, Pastiche, Pietra, Sinter, and Tesserae

Tellure – Grade A, Black, Burgundy, Dynamo, Galaxy, Jodhpurs, Navy, Nickel

Zinger – Grade A, Blue Gill, Concord, Gravel, Kiwi, Onion, Tar, and Wolf

2. Available RUSH Polypropylene Shell Colors

Black, Burgundy, and Navy

3. Available RUSH Trim Finishes
Improv, Improv H.E., Improv Leg-Base/Sled-Base Chairs, and Stools - Black, Graphite Gray Tone

LOOK Side Chair – Black

Monaco - Black and Brushed Aluminum

System 12 High Density Stacking Chair – Black and Chrome

X99 - Black and Silver

Zody – Black, Metallic Silver, and Metallic Champagne with both Arm Cap Trim Finishes – Black and Smoke

Appendix G provides a detailed listing of each model with its corresponding features that are available on the RUSH Program. Each of these models belongs to Seating Lines that are being proposed to the State of Michigan.

In summary, The Contractor offers **233** models from the Improv Series Seating Line, **14** from the LOOK Seating Line, **27** from the X99 Seating Line, **58** from the Zody Seating Line, **20** from the Hello Seating Line, **60** from the Monaco Seating Line, and **6** from the System 12 Seating Line available on this program. In total, there are **418** models that the State may purchase on The Contractor's RUSH Program.

Chairs that are ordered to ship direct will be delivered via common carrier and/or dedicated truck, depending on size of order and delivery constraints. Chairs that need delivery, set-up and/or a fitting will be delivered to the appropriate dealer, who will schedule installation. These chairs will arrive via a dealership truck.

ALL CHAIRS MUST BE DELIVERED COMPLETELY ASSEMBLED (unless otherwise specified by the State).

All orders for chairs shall be delivered directly to the SHIP TO ADDRESS indicated directly on the individual agency Contract Release Purchase Order form.

F. <u>Warranty Coverage / Obsolescence Policy</u>

<u>Labor and Parts:</u> Labor and parts related to warranty will be at no cost to the State.

Lifetime Warranty: All of the Contractor's products except those listed below have a LIFETIME Warranty.
Seating Mechanisms*, excluding mechanisms in wood or wood framed chairs, seating glides and casters, and stack chair frames have a TEN Year Warranty.

All Haworth products that are at any time used in a classroom or educational environment (other than administrative areas), except products listed below, have a TEN Year Warranty.

Wood or wood framed products and wood chairs, including their mechanisms, gel arm caps, fabric scrims, and fabrics rated (A) Heavy Duty under Association of Contract Textile guidelines have a FIVE Year Warranty.

Plastic ultraviolet light color fastness and fabrics rated (a) General Contract under the Association of Contract Textile guidelines* have a THREE Year Warranty.

Non-standard Specials products and products that are manufactured outside North America and sold into the North American market have a ONE Year Warranty.

*The applicable Warranty Period for these products is single shift forty-hour week. If the chair is used in excess of this, then the Applicable Warranty Period will be reduced in proportion to the increased usage. For example, if the chair is used an average of sixty hours per week, then the Applicable Warranty Period for the fabric will be two years and the seating mechanism six years, eight months.

Please note: Haworth's Product Non-Obsolescence and Warranty Policy is listed at the back of each price book.

G. Fabric and Trim Color Selection and Binders

1. Fabric, Polypropylene, and Polymer Choices:

The Contractor has eleven (11) Grade A Fabric Lines; Esoteria, Gauge, Horizon, Icon, Interval, Moodring, Ravenna, Squarz, Tellure, Wicker, and Zinger - all of which are available on Improv Series, Look, X99, Zody, Tempo Series and Very Seating Lines, with just four exceptions. Esoteria is not available on the Hello Seating Line. Icon is not available on the Hello and Monaco Seating lines, and Moodring is not available on the Monaco Seating Line.

The Contractor has one (1) Grade A Vinyl, Cashmere, which is available on Improv Series, X99, Zody, Hello, Tempo Series, and Very. Haworth's Cashmere Vinyl is not available on LOOK or Monaco Seating Lines.

LOOK Seating Line has six (6) Polypropylene Shell Colors to choose from: Black, Jupiter Light, Neptune, Platinum, Pluto, and White.

System 12 Seating Line has twelve (12) Polypropylene Shell Colors to choose from: Beige, Black, Burgundy, Light Gray, Navy, Pebble Gray, Teal Green, Jupiter Green, Mars Red, Neptune Blue, Saturn Orange, and Sun Yellow.

Very Seating Line has ten (10) Polymer Colors to choose from: Black, Canvas, Cocoa, Ember, Fog, Glacier, Grass, Slate, Snow, and Tomato.

2. Trim Color Choices:

Trim colors are specific to each seating line and are outlined below:

Improv Series Desk and H.E. seating is available in Black, Graphite, and Gray Tone Trim.
Please note: Improv Desk and H.E. seating with optional high-arc bases are only available in Black Trim.

Improv S.E. and Improv Tag seating are available in Black Trim.

Improv Series Leg-Base, Sled Base, and Stools are available in Black, Graphite, Gray Tone, and Smoke Trim. Improv Leg-Base, Sled Base, and Stools are also available in Silver, Champagne, and Gunmetal Metallic Trim.

LOOK seating is available in Black Trim. LOOK side chars are also available in Silver, Champagne, and Gunmetal Metallic Trim.

X99 seating is available in Black and Chrome Trim. X99 is also available in Silver and Gunmetal Metallic Trim.

Zody seating is available in Polished Aluminum, Black and Trivalent Chrome Trim. Zody is also available in Silver, Champagne, and Gunmetal Metallic Trim.

Zody Arm Caps are available in Black and Smoke Trim.

Hello seating is available in Silver Metallic Trim.

Monaco seating is available in Black and Brushed Aluminum Trim.

System 12 seating is available in Beige, Black, Light Gray, Pebble Gray, and Chrome Trim.

Tempo Series seating is available in Beige, Black, Charcoal, Graphite, Gray Tone, Putty, and Smoke Trim. Tempo Series is also available in Blackened Blue and Kinetics Black Trim.

Very seating is available in Black and Fog Trim and Plastic Base. Very is available in Black, Polished Aluminum, and Trivalent Chrome Painted Base as well as Silver, Champagne, and Gunmetal Metallic Painted Base.

To view finish selections for Wood Veneer, Laminates, and Edge-Band Colors, please reference the Finish/Color Legends located at the back of each price book.

3. Fabric and Trim Color Selection Binder

The Contractor may be required to provide Purchasing Operations, at no additional cost to the State, additional fabric and trim color binders for mailing and distribution to the State agencies. The State may need up to 1,000 sets of these binders throughout the term of the Contract.

These fabric and trim binders will hold all grade A fabrics and all standard finishes. On the back of each fabric finish card, the following information is provided: Fabric Grade, Specification Information and Technical Information such as Weight, Width, Content, Backing, Flammability, and Abrasion Resistance, to name a few.

4. COM/ COL Fabrics

Haworth now offers a program called Haworth+ alliance program. It has worked with several leading fabric manufacturers to grade in some custom fabrics into Haworth's line. A client would go to Haworth.com > Surface Collection > Haworth +Library to see these offerings and to see how they are graded in.

5. Obsolescence Policy for fabric and trim color choices

When the Contractor receives notification from suppliers, we in turn notify the respective dealers, DBI and Interphase, Inc., based on top ten user report and pending orders. The Contractor works with suppliers to try and secure fabric to fulfill respective orders. If fulfillment is not optional, then the Contractor will offer substitutions or other solutions.

For General Customer's Own Material (COM) information including processes and forms, please refer to: Haworth.com > Surface Collection > Resources > COM. Here there is a form to use when a customer requests a fabric, surface, or finish material (COM) not in Haworth's standard finish offering. This form must be filled out and sent to Haworth along with a sample of the fabric or finish to get an approval for the COM. The client may also check the approved COM list from Haworth.com > Surface Collection > COM Library before sending in a sample to see if it has already been approved.

H. Seating Product Catalogs

The Contractor agrees to provide, at no additional charge to the State, printed product specification catalogs and brochures for distribution throughout the State. End users may contact any of the key personnel listed in 1.031 from Haworth, DBI, or Interphase to obtain price catalogs and/or brochures.

Catalogs, brochures, and discount and service pricing matrices will also be posted on DBI's Dealer website at www.dbiyes.com. At the State's Request, catalogs, brochures, and discount and service pricing matrices will be available electronically on a CD and distributed at contract commencement.

Contractor would also provide any catalogs, brochures, seating demonstrations, etc. to the State for use on the State of Michigan's intranet to make access easier for end users.

Electronic product and price catalogs are available for all the Seating Lines offered to the State of Michigan. Prices in these catalogs are list prices and discount and service pricing matrices will be included in conjunction with any electronic pricing publication.

Any time new pricing catalogs would be applicable to this Contract, hard copies will be available by request and electronic information will be updated upon implementation of the pricing change. If product was added to the Contract that was not already included in the price catalogs referenced in this proposal, the catalogs for that product would be made available in both hard copy and electronic format.

Electronic Catalogs are accessible via Adobe Acrobat Reader 8.0 or higher is the only software needed to open and review Haworth price catalogs and brochures. This version of Adobe Acrobat is available at no charge at www.Adobe.com

I. Delivery Services

Drop Ship Delivery / Inside Delivery/ Standard Delivery & Set-Up / Standard Delivery, Set-Up & Fitting

The State requires that Standard Delivery & Set-Up / Standard Delivery, Set-Up & Fitting be available and MUST be furnished by the Contractor when requested by an ordering agency. The State agencies will have the choice of requesting one (1) of the below listed three (3) delivery service options per purchase order to best meet the agency needs. Bidders shall note that pricing proposed for each of the below listed delivery services on the attached Pricing Sheet are to be "individual prices" for that specific delivery service only. Pricing is not to be compounded.

1. **Drop Ship Delivery**
   When *Drop Ship* is specified on the purchase order, the chair(s) shall be moved to the end of the trailer by the carrier personnel. The agency is responsible for unloading or making arrangements to have it unloaded. Merchandise shall be inspected by the receiving personnel and accepted or rejected. Upon acceptance and signing the appropriate delivery forms, the Contractor is responsible for no further services pertaining to delivery. Latent or hidden damage claim shall be handled in accordance with standard industry policy and procedure. There are no freight charges for Drop Ship delivery since this contract specifies F.O.B. Delivered.

Drop Ship Deliveries will be made by common carrier.

2. **Inside Delivery**
When *Inside Delivery* is specified on the purchase order, the chair will be removed from the truck by the driver and placed just inside the loading dock or just inside the front door of the building. This delivery option does not include delivery to the work area or floor. Charges are applied as indicated by the bidder in Appendix D.

3. **Installation (Delivery and Set-up)** – When *Installation* is specified on the State of Michigan purchase order, the seating will be delivered by the Preferred Dealer. The dealer installation crew will arrive at the site noted on the ship-to address of the purchase order, un-box the chair, inspect the chair for damage, and dispose of the carton. The chair will be delivered to the end-user (name must appear on the purchase order). The installer will then give the user a general overview of the chair operations.

   a) When Installation is required, it will be stated on the Purchase Order

4. All chair deliveries designated on the purchase order as "Installation-Delivery and Set up" will be made by uniformed dealer personnel. Delivery personnel have been trained in the demonstration of the proposed ergonomic chairs and their features and adjustments. When a chair arrives in the dealer warehouse, the delivery scheduler will contact the person listed on the purchase order to set up a day and time that is mutually agreeable. A delivery window not to exceed 4 hours is established in order to ensure that the end user will be on site at the time of delivery to receive the set up instruction.

   An informational card will be left with the end user that will include the contact information of their dedicated customer service representative, their dealer service department and the Haworth website where they can view an instructional video that corresponds with the style of chair they have just received. An acknowledgement of delivery services received is signed by the end-user indicating that the Delivery and Set-up has been completed or that the end user has declined the service. Return trip charges may apply.

   Installation charges are outlined in Appendix D.

4. Delivery Chair Instruction (Delivery, Set-up and Fitting): Some State agencies may need a *"more detailed and individualized instruction and assistance"*, upon delivery of an ergonomic chair, to assist with the employee's understanding and use of the ergonomic adjustment features to maximize their use and fit in the chair. **Therefore, Delivery, Set-up, and Fitting MUST be furnished by the Contractor when requested by the ordering agency.**

Delivery, Set-up, and Fitting shall include: When *Delivery Chair Instruction* is specified on the State of Michigan purchase order, the seating will be delivered by the Preferred Dealer. The dealer installation crew will arrive at the site noted on the ship-to address of the purchase order, un-box the chair, inspect the chair for damage, and dispose of the carton. The chair will be delivered directly to the end-user (name must appear on the purchase order). The installer or dealer representative will give the end-user a detailed overview of the chair operations, as well as provide a demonstration of using the ergonomic features of the chair within their workstation.
a) When a chair arrives in the dealer warehouse, the delivery scheduler will contact the person listed on the purchase order to set up a day and time that is mutually agreeable. A delivery window not to exceed 4 hours is established in order to ensure that the end user will be on site at the time of delivery to receive the set up instruction.

An informational card will be left with the end user that will include the contact information of their dedicated customer service representative, their dealer service department and the Haworth website

where they can view instructional video that corresponds with the style of chair they have just received. An acknowledgement of delivery services received is signed by the end-user indicating that the Delivery and Set-up has been completed or that the end user has declined the service. Return trip charges may apply.

Installation charges are outlined in Appendix D.

J. Order Processing

Any products and/or services to be furnished under this Contract shall be ordered by issuance of a purchase order, unless otherwise defined within the RFP or contract resulting from this RFP, orders will be issued by various state agencies and MiDEAL members.

All purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between a purchase order and the contract, the contract shall control.

If mailed, a purchase order is considered "issued" when the State deposits the order in the mail. Orders may also be issued by facsimile or e-mail.

Haworth's dealers have the capacity to receive orders from all State agencies and departments by facsimile, e-mail, and by written purchase order. Once a valid purchase order has been received by the dealer, the order is placed with Haworth within 24 hours. Part number, color availability and pricing are immediately verified through Haworth's Orderline System. Orderline is the order processing tool that speaks directly to Haworth's databases in order to validate product information being specified.

An order is acknowledged within 48 hours of the order being placed. As part of Haworth's commitment to sustainability, Haworth generates all acknowledgements to the dealer electronically. A hard copy is then mailed to the invoicing address on the Purchase Order. The order acknowledgement includes pertinent information about the order including the purchase order number, ship-to location (ship-to will be the dealer if installation services have been requested on the purchase order), ship date (the date the chair is scheduled to leave the factory) and product on order.

The dealer will double check the order acknowledgement against the State purchase order for accuracy. In the event that a change needs to be made to an order, the dealer will submit a Change/Cancellation Notice (CCN) to Haworth. The order will be re-acknowledged within 48 hours of receipt of CCN, and will reflect the new information.

a) Haworth will ensure that all orders are placed by authorized individuals within the State, by utilizing the provided list of procurement staff. This list will be used by the Dealers and by Haworth Order Services.

a) Haworth will ensure that all orders are placed by authorized individuals within the State, by utilizing the provided list of procurement staff. This list will be used by the Dealers and by Haworth Order Services.

b) Completeness and accuracy of orders in terms of valid part numbers and finish selections are verifiedthrough Haworth's Orderline System. In the event that a purchase order is incomplete or incorrect, the dealer will contact the issuing agent to review the changes required. Upon receipt of a complete and/or corrected purchase order, the order will be placed and put into the production schedule. Haworth's dealers have the capacity to receive corrected orders by facsimile, e-mail, and by written purchase order.

c) Any product that has been incorrectly ordered by the dealer or incorrectly shipped by Haworth willbe returnable and if applicable, replaced with the correct product at no charge to the State. A Return Policy or Restocking Fee is not available for Haworth Seating Lines. If a customer

issue arises outside of a dealer/manufacturer error or damage, Haworth will review on a case-by-case basis.

d) An order is acknowledged within 48 hours of the order being placed. As part of Haworth's commitment to sustainability, Haworth generates all acknowledgements to the dealer electronically. A hard copy is then mailed to the invoicing address on the Purchase Order. The order acknowledgement includes pertinent information about the order including the purchase order number, ship-to location (ship-to will be the dealer if installation services have been requested on the purchase order), ship date (the date the chair is scheduled to leave the factory) and product on order.

The dealer will double-check the order acknowledgement against the State purchase for accuracy. In the event that a change needs to be made to an order, the dealer will submit a Change/Cancellation Notice (CCN) to Haworth and the order will be re-acknowledged within 48 hours with the new information. The dealer has the ability to view orders online via Haworth SourceLine System.

Haworth's dealers have the capacity to receive corrected orders by facsimile, e-mail, and by written purchase order.

K. Customer Service

All customer service relating to the contract will be conducted at the dealer level. Haworth's Managing Dealer, DBI has a customer service representative dedicated solely to the State of Michigan and its furniture contracts. This Customer Service Representative will be available via direct dial phone, e-mail and fax to field questions regarding product, pricing, order status, or any other questions an agencies may have. Response time to Customer inquiries will not exceed one (1) business day. Haworth's supporting dealer, Interphase, Inc. has one Customer Service/Project manager on staff that is available in the same capacities for agencies North of Highway M-55. Both DBI's Customer Service Representative and Interphases' Customer Service Representative will work directly with the designated Account Representative at Haworth corporate.

Contact Information is as follows:

Marie Broxholm – DBI Dedicated Customer Service

Marie.Broxholm@dbiyes.com

912 E. Michigan Avenue
Lansing, Michigan 48912
Main Office Phone: (517) 485-3200
Direct Dial Phone: (517) 267-8067
Toll Free Phone: 800-968-1324
Fax: (517) 485-6218

Janelle Schillinger – Interphase, Inc. Customer Service Representative

Janelle@InterphaseInc.com

2636 Garfield Road
North Suite 32
Traverse City, Michigan 49686
Phone: 231-941-4454
Fax: 231-941-2252

These Customer Service Representatives are responsible for fielding product, pricing, order status, or any other questions the agencies may have. They will work closely with State Purchasing Agents, dealer design, sales and delivery personnel, and Haworth team members to ensure accurate and timely delivery of product.

L. Dealership Support

The State has in excess of hundreds of potential Ordering/Ship To Locations located throughout both the Upper and Lower Peninsulas that may need to purchase chairs and services from this contract. Individual purchase order activity can range anywhere from a minimum order of one (1) chair to a large project of several hundred chairs for a new construction facility.

The Contractor may be required, on specific projects, to work with the State, contracted designers and/or A & E firms to specify seating products and to provide management and oversight of large seating projects at no additional cost to the State.

The Contractor will be required to have a complete line of sample chairs that are placed on the State contract(s) available at various staffed locations throughout the State to allow State agency personnel to be assisted with viewing, sampling and selecting seating options when needed at no additional cost to the State. Contractor Dealership information is below:

DBI – Managing Dealer

912 E. Michigan Avenue
Lansing, Michigan 48912
Phone: 517-485-3200
Phone: 800-968-1324
Fax: 517-485-6218

Larry Johnson - Account Representative
Direct Line: 517-290-1643
Larry.Johnson@dbiyes.com

Marie Broxholm – Dedicated Customer Service
Direct Line: 517-267-8067
Marie.Broxholm@dbiyes.com

Susan Brandt – Service and Delivery Coordinator
Direct Line: 517-485-3285
Susan.Brandt@dbiyes.com

Joe Przedwojewski – Service Technician

DBI is incorporated and operating in the State of Michigan. As a preferred Haworth Dealer, DBI has been successfully servicing customers in the Lansing area since 1984, the State of Michigan since 1990 and the city of Jackson, Michigan since 1997. In a world of corporate giants headquartered in other cities, states or countries, DBI is a member of Capital Choice and a part of the Lansing Regional Vendor Notebook. DBI is the recipient of numerous awards, including Haworth's President's Circle and a Dealer Council member. Our customer service and warehouses are all located in Lansing. Our employees are "Lansing People" whose mission is to exceed the customers' value expectations in products and services at all times. The commitment to customer satisfaction is what makes DBI a continued success in the Lansing market place.

Interphase, Inc. – Supporting Dealer

2636 Garfield Road, North
Suite 32
Traverse City, Michigan 49686
Phone: 231-941-4454
Fax: 231-941-2252

Janelle Schillinger – Project Manager and Customer Service
Janelle@interphaseinc.com

Megan Wright – Interior Designer
MeganW@interphaseinc.com

Interphase Office Interiors, Incorporated is in the State of Michigan, has been a Haworth dealer for 25 years and today has offices in Grand Rapids and Traverse City serving western, northern and the upper peninsula of Michigan.

Interphase is a Haworth Preferred Dealer and has received many awards including President's Circle and Masters Club for excellence in customer service and support. Interphase's professional, certified installation staff will guarantee that your product is delivered, adjusted and properly assembled.

Haworth's dealers employ a fully staffed service department to handle repairs or any issues that may arise long after the initial delivery of chairs. This emphasizes our total commitment to the customer and the long-term success of our business relationship.

Sample Chair Availability
Haworth has two (2) Michigan Haworth Showrooms where seating would be available for agency viewing and consultative assistance.

Haworth Corporate
One Haworth Center
Holland, Michigan 49423
Phone: 616-393-3000

Haworth Field Sales-Detroit
101 W. Big Beaver
Suite 105
Troy, Michigan 48084
Phone: 248-526-5005

In addition, both DBI and Interphase have showrooms where seating would be available for agency viewing and consultative assistance.

DBI
912 E. Michigan Avenue
Lansing, Michigan 48912
Phone: 517-485-3200

Interphase, Inc.
2636 Garfield Road
North Suite 32
Traverse City, Michigan 49686
Phone: (231) 941-4454

Haworth will also provide six (6) sample chairs of Michigan Reasonable Accommodation's (MRS) choosing at five (5) of there showroom locations. These chairs will be provided for the purpose of Ergonomic Evaluations, and can be any combination of seating MRS chooses.

Project Oversight

Haworth and its Dealers will actively participate in the project planning process wherever we can be of assistance to the State. Haworth's contract with the State for Open Space Office Furniture allows us to coordinate seating orders with the installation of other office equipment more closely than any other manufacturer. Haworth's work and collaboration with A&E functions within the State and independent firms covers several aspects:

- Regular updates to literature and training on Haworth-specific products, as well as general industry information on various workplace issues.

- Close collaboration with the architectural and design elements from the earliest stages of project planning to the completion of installation. This work includes: design concepts development, standards development, project Scheduling, installation planning and drawings, and final punch list.

M. Training

During the period of the Contract and at the request of the State, the Contractor shall provide in-service training, either jointly with the State or solely, to agency personnel on seating products, ergonomic features, ordering processes or services as listed below, at no additional cost to the State. Some of the training topics may include but not limited to:

- Ordering Processes
- Shipping
- Billing
- Inside Delivery, Installation and Delivery Chair Instruction Services
- Warranty Services
- Seating Product Information and Application
- Ergonomic Chair Adjustment Features and Operation

The Contractor will be required to provide various forms or types of materials and/or training services to ensure that end users are properly trained on the use of the ergonomic features/adjustments of the highly ergonomic chair(s) offered to the State.

Various forms of materials or training services may include, but are not limited to: Operation instruction booklets, Chair tags, Instructional CD/DVD's, Training Seminars for general attendance, Training the Trainer Seminars of "key" personnel identified by each State department, Web Base Information or individual employee instructional assistance upon delivery of the ergonomic chair.

a) Haworth provides live 'how to' WebEx training for Shipping/Delivery and Installation/Warranty on a rotational basis through out the year. Order Process, Billing, and Invoicing training is provided on a by request basis at no additional charge.

b) Haworth's Education and Training Department, in conjunction with the Managing Dealer, can provide many materials that can be used both electronically and printed to assist in this process. Training will be provided, as needed, at no additional charge.

c) Training is available in both formal and informal in-person and WebEx presentations. All presentations would be for instructional knowledge on how to operate the ergonomic features of Haworth's seating.

Haworth also has available white paper, brochures and other written documentation on various aspects of ergonomic seating.

N. Warranty / Service Work

Notification of any warranty issue with a chair purchased under this Contract may be relayed
Via e-mail or phone to:

(South of M-55)
Marie Broxholm – DBI Dedicated Customer Service

Direct Line: 517-267-8067
Marie.Broxholm@dbiyes.com

-or-

Susan Brandt – Service and Delivery Coordinator
Direct Line: 517-267-3285
Susan.Brandt@dbiyes.com

912 E. Michigan Avenue
Lansing, Michigan 48912
Main Office Phone: (517) 485-3200
Direct Dial Phone: (517) 267-8067
Toll Free Phone: 800-968-1324
Fax: (517) 485-6218

(North of M-55)
Janelle Schillinger – Interphase, Inc. Customer Service Representative
Janelle@InterphaseInc.com
2636 Garfield Road North
Suite 32
Traverse City, Michigan 49686
Phone: 231-941-4454
Fax: 231-941-2252

These Customer Service Representatives are responsible for addressing service work and any warranty issues. They will work closely with State Purchasing Agents, dealer design, sales and delivery personnel, and Haworth team members to ensure accurate and timely delivery of repairs or replacement.

Response Time
Based on the description of the problem with a chair, a site visit may or may not be necessary. Many issues can be diagnosed over the phone or e-mail, helping to lessen the time it takes to rectify the situation. When an issue is diagnosed over the phone or e-mail, the dealer will order parts, if necessary, and give the customer an estimated lead time. Once, parts are received in the dealer's warehouse, the scheduler will make contact with the customer to set up a date and time that is mutually agreeable in order to minimize disruption to the work area.

If a site visit is necessary to diagnose the issue, this will be done within 5 business days. Many commonly needed service parts are stocked in the dealer facilities in order to help lessen the time it takes to complete repairs. These parts include, but are not limited to arm caps, casters, cylinders, to name a few.

In the event that a chair cannot be repaired and is still under warranty, Haworth will replace the chair at no charge to the State. If a loaner chair is needed until the new chair is received, one will be provided by the dealer at no charge to the State.

Every attempt will be made to repair chairs on site with minimal disruption to the work environment. If a chair cannot be repaired on site, the chair will be removed to the dealer Service Department and a demo chair will be provided by the dealer at not cost to the State until the defective chair can be repaired.

All service work is performed by a trained and Manufacturer-certified service technician.

Loaner Product
If a user is without a chair due to the need for warranty service work on their chair, a loaner chair will be provided at no cost to the State within 24 hours of the site visit upon request. Loaner chairs will be stocked at the dealership for these instances. Loaner chairs may be used until the replacement or repaired chair is delivered to the end-user. At this time, the loaner chair will be picked up by the dealer.

Repairs from damaged or defective product
Any chair that is damaged by the manufacturer, freight carrier, or dealer personnel will be repaired or replaced at no charge to the State. If necessary, a loaner chair will be provided at no charge to the State.

Any service work that is performed but is not the result of a warranty issue, such as damage caused by customer, will be billable to the State at **$38.50 per hour**. Non-warranty service work will be done only with prior approval from the State to bill for the service. An estimate for parts and labor will be submitted to the State agency to obtain a Purchase Order for these services.

O. Other Programs Offered – Trade In Programs, Loaner Chairs, Furniture Rental, etc

There are six (6) special programs that the Contractor has extend to the State of Michigan.

Plant a Tree with Haworth
To help Haworth keep account of how we are doing throughout the contract period, we would like to propose a program that would encourage end-users to complete an on-line survey about their seating order and delivery experience. For every survey completed each year of the contract, the State Haworth Team will plant a seedling tree in Michigan. Haworth's hope is that a State owned location, such as a State Park, would be selected each year as the recipient of hundreds of young seedlings.

Ergonomic Seating Demonstrations & Tune-Ups
Haworth in conjunction with DBI and Interphase, Inc. will demonstrate the ergonomic seating on contract at various locations to be determined by the State. The State has selected six (6) locations (Lansing-Downtown, Lansing-Secondary Complex, Grand Rapids State Office Building, Cadillac Place, Traverse City State Office Building, and Flint State Office Building) where the State deems that the demonstration of ergonomic seating would be beneficial. Mutually agreed upon dates would be chosen for each location.

In addition to giving end-users the opportunity to "test drive" the seating on contract, Haworth would also have a Haworth and/or Dealer Seating Technician present. This individual would be able to address any existing seating issues within the facility. Repairs, such as arm cap or caster replacement, etc. would be performed throughout each demonstration day.

Showroom Seating
Haworth will also provide six (6) sample chairs of Michigan Reasonable Accommodation's (MRS) choosing at five (5) of there showroom locations. These chairs will be provided for the purpose of Ergonomic Evaluations and can be any combination of seating MRS chooses.

Chair Upholstery Cleaning
DBI and Interphase offer a cleaning service for the upholstery of existing seating, regardless of manufacturer. The upholstery is professionally cleaned at a rate of $15.00 dollars per chair with no minimum.

Nano-Tex Textile Treatment
Haworth has just introduced a new option that can be added to Haworth upholstery fabrics. Nano-Tex is the first high-performance textile nanotechnology that builds permanent spill and stain protection into the fiber structure of virtually any fabric. Nano-Tex formulations and fabrics with this technology meet or exceed all environmental, health, and safety standards mandated by the Environmental Protection Agency, the Occupational Safety & Health Administration and the Consumer Product Safety Commission in the United States. To specify Nano-Text a modification of the part number is required. For pricing please contact your Customer Service Representative. Information regarding Nano-Tex can be found in Appendix H.

Inventory/Chair Re-Circulation
Currently, DBI is providing Inventory and Asset Management for the State of Michigan's existing seating inventory, and have placed approximately four-hundred (400) task and guest chairs back into circulation within State offices. DBI has agreed to continue this service of evaluating each chair to determine if it is in acceptable working order and/or is repairable. Agencies pay only the delivery services outlined in the contract and cleaning fees if they request this additional service (see above).

P. Recycling/Environmental Awareness
Haworth is committed to continuous improvements with regard to minimizing the environmental impacts of our manufacturing and distribution operations, products, buildings, office and sales functions worldwide. Even our proposal to you, the State of Michigan, is presented in sustainable materials and finishes. The binders are 100% recycled board, 97% post-consumer waste, and are 100% recyclable. The paper selected is Green Seal Certified and contains 30% recycled post-consumer fiber. Haworth strived to eliminate as much plastic within our presentation as possible, and to make portions of our presentation reusable, if not recyclable.

Haworth conducts community-wide recycling events to collect less-often recycled materials such as appliances, electronic components, computers, etc. and pays to have these items recycled.

Green Transportation
Haworth is a partner in the US EPA SmartWay Transport program, a nationwide initiative designed to promote cleaner, more fuel efficient and environmentally responsible transportation options. As a SmartWay Transport Partner, Haworth met a minimum target of 50 percent of shipments, by weight, carried by SmartWay transport carrier partners. Carriers in the program commit to improving their freight-carrying operations by quantifying their environmental performance and setting fuel efficiency goals.

Green Building and LEED
Haworth is a member of the US Green Building Council (USGBC) and has membership in local chapters across the country.
Over 40 Haworth members in sales, facilities and marketing are LEED Accredited Professionals.
Haworth is committed to building to the LEED Green Building Rating System at the silver level or to the applicable local green building standard worldwide. Completed and current projects include:

LEED-CI Cold-Level Certified Showrooms
- Chicago, IL
- Los Angeles, CA
- Pune, India
- Washington, D.C.
- Dallas, TX

LEED-CI Registered Showroom Projects
- New York, NY (Gold)
- Toronto (Silver)
- Shanghai, China (Gold)

LEED-NC Gold-level Registered Project

Headquarters, Holland, MI – Renovation of an existing facility and new construction equaling 300,000 square feet. The project completed in 2008 and includes a three story, sun-filled atrium and a "green" vegetated roof. Natural landscaping surrounds the redesigned building.

Haworth Packaging Reduction Initiatives focus on minimizing the total packaging materials used while still protecting the product. All Haworth packaging materials can be recycled. Haworth's dealerships, DBI and Interphase remove all packaging material from the job-site, for sorting and recycling when installation services are requested.

Customers are offered options such as bulk packed and/or blanket wrapping which can significantly reduce installation waste.

Where possible, Haworth uses returnable packaging materials.

Haworth corrugated packaging contains recycling content materials.

1.030 Roles and Responsibilities

1.31 Contractor Staff, Roles, and Responsibilities

Key Personnel

Rhonda Hodges, *Key Personnel*
Haworth, Inc. - State of Michigan Account Manager

Phil Todd
Haworth, Inc. - Director of Sales Support

Phyllis Rietberg,
Haworth, Inc. - Sr. Business Resource Center Consultant

Ginger Vaughn-Hoekstra
Haworth, Inc. - Supervisor, Order Service

Leslie Resendiz, *Key Personnel*
Haworth, Inc. - Customer Service

Larry Johnson, *Key Personnel*
DBI – State of Michigan Senior Account Representative

Marie Broxholm, *Key Personnel*
DBI – State of Michigan Customer Service Coordinator

Susan Brandt,
DBI – Furniture and Service Scheduling Manager

Joe Przedwojewski
DBI – Service Technical Represenative

Janelle Schillinger, *Key Personnel*
Interphase, Inc. – Project Manager and Customer Service

Megan Wright
Interphase, Inc. – Designer

DBI – Managing Dealer

912 E. Michigan Avenue
Lansing, Michigan 48912
Phone: 517-485-3200
Fax: 517-485-6218

Marie Broxholm – Dedicated Customer Service
Marie.Broxholm@dbiyes.com

Interphase, Inc. – Supporting Dealer
2636 Garfield Road, North
Suite 32
Traverse City, Michigan 49686

Janelle Schillinger
Interphase, Inc. – Project Manager and Customer Service
Janelle@interphaseinc.com

These Customer Service Representatives are responsible for fielding product, pricing, order status, or any other questions the agencies may have. They will work closely with State Purchasing Agents, dealer design, sales and delivery personnel, and Haworth team members to ensure accurate and timely delivery of product.

1.040 Project Plan

1.041 Project Plan Management

The Contractor will carry out this project under the direction and control of the Department of Management and Budget, Office of Facilities

Although there will be continuous liaison with the contractor team, the client agency's project director will meet with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

As requested by the State, the contractor will submit brief written summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the client agency' project manager; and notification of any significant deviation from previously agreed upon work plans.

1.042 Reports

Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, fiscal reports, etc.

Bidder's awarded contracts that are available for purchases by MiDEAL program members (authorized local units of government), must submit reports of purchasing activities to Purchasing Operations, DMB on a quarterly basis. Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, and the total value of purchases for each agency, and a grand total of all purchases.

1.050 Acceptance

1.051 Criteria- Deleted Not Applicable

1.052 Final Acceptance- Deleted Not Applicable

1.060 Proposal Pricing

1.061 Control Pricing

Contract Pricing is listed in Appendix F.

- All prices for chair products offered to the State shall be quoted "F.O.B. Delivered" only with all transportation charges prepaid on all orders of one (1) chair or more. Any other F.O.B. terms offered to the State shall not be accepted and shall disqualify a Bidder from further consideration.

- Bidders to provide all prices associated Inside Delivery, Installation and Delivery Chair Instruction Services as indicated on the attached Pricing Sheet. ***(See Appendix D).***

- The Contractor will provide a 1% discount off invoice if paid within 15 days of the invoice date (ship date days).

- Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See **www.michigan.gov/dmb** for current rates.

State Administrative Fee

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals **2%** percent of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*

QUARTERLY CHECKS:
Contractor must forward the check to the following address:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan

QUARTERLY REPORTS

On itemized quarterly reports, each line shall State the BPO (Contract Number), name of the local unit of government which made a purchase, the item number purchased, the unit cost of the item purchased, the quantity purchased, the sales amount subject to the administrative fee, and the amount of the 1% administrative fee due the State of Michigan.

E-mail Reports to: mideal@michigan.gov and gyorkosl@michigan.gov

Any questions about reports or checks, e-mail the address above.

1.062 Price Term

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback- Deleted Not Applicable

1.070 Commodity Requirements and Terms

Product Quality

1.0701 Specifications

Specifications are listed on Attachment ___

1.0702 Alternate Bids – Deleted Not Applicable

1.0703 Research and Development

Haworth is a privately held Michigan company that invests significantly in research, development, engineering, and manufacturing of furniture and architectural products. Haworth has been making seating products for over 25 years and prides itself on innovation and product development.

For office seating specifically, Haworth is in its fourth year of intensive study with Western Michigan University. These studies are unique in that they allow subjects to self-select seating support levels using sophisticated test fixtures that provide between forty-to-seventy (40-70) individually controlled "support points". These new testing methods have led to the development of the industry's first asymmetrical lumbar support which in turn has led to the first chair to ever be endorsed by the American Physical Therapy Association.

1.0704 Quality Assurance Program

Refer to Section 1.021.

1.0705 Warranty for Products or Services

Refer to Section 1.021.

1.0706 Training

Refer to Section 1.021.

1.0707 Special Programs

Refer to Section 1.021.

1.0708 Security

This Contract may require frequent deliveries to State of Michigan facilities.

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities; see section 2.051, Background Checks and Security.

Haworth contracts with Meridian Security Management, 16705 Angela Drive, Macomb, MI 48044-2001 to conduct criminal background checks in compliance with the requirements of the FLSA 1938, as amended as part of its standard hiring procedures. Upon signed authorization by applicant, Meridian Security Management conducts statewide background checks based on past residence, convictions related to drug, violence and sexual offences.

For the confidentiality of our members, background check results may not be divulged, but arrangements can be made by the State to conduct additional checks to assure Haworth members are suitable for assignment to State facilities.

Our dealerships, DBI Business and Interphase, Inc., also request that potential candidates for employment sign a release authorization for an investigative consumer report that will include information as to their character, work habits, performance, and experience. There may also be information requested from public and private sources about worker's compensation injuries, driving record, court record, education, and reason for past employment termination.

Haworth agrees that key personnel and subcontractors shall comply with the security access requirements of individual State facilities.

Delivery Capabilities

1.0709 Time Frames

Refer to Section 1.021.

1.0710 Minimum Order

There is no minimum order for this Contract

1.0711 Packaging

The state reserves the right of final approval on packaging offered by the Contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

Blanket Wrapping is not permitted.

Haworth agrees that the State reserves the right of final approval on packaging. Haworth does understand and respect the State's requirement that Blanket Wrapping is not permitted.

Blanket wrapping is another way the Contractor can help our customers lessen their environmental impact, and prevents excessive waste on job-sites. If the State accepts blanket wrapping, Haworth will offer a $5.00 (net) credit per chair for full truck-loads (FTL).. For less-than full truck-loads, Haworth does recommend each chair be boxed.

1.0712 Palletizing

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

The Contractor agrees and accepts the State's requirements for palletizing whenever possible and will conform to the five (5) requirements noted above.

1.0713 Delivery Term

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders of one (1) chair or more to the State.

Other F.O.B. terms will not be accepted and shall disqualify a bidder from further consideration.

1.0714 Contract Performance – Deleted Not Applicable

1.0715 Place of Performance

The Contractor intends to use the following facilities to support this Contract:

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location
1673 English Road High Point, North Carolina 27262	Haworth, Inc.	Thirty (30)% of manufacturing
316 South Pontotoc Road Highway 9 South P.O. Box 632 Bruce, Mississippi 38915	Haworth, Inc.	Seventy (70)% of manufacturing

1.0716 Environmental Requirements- Deleted Not Applicable

1.0717 Subcontractors

Indicate below **ALL** work to be subcontracted under any resulting Contract (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-contracted	Percent (%) of total contract value to be sub-contracted	Sub-contractor's name and principal place of business (City and State)
Customer Service & Order Entry	80%	DBI 912 East Michigan Avenue Lansing, Michigan 48912
Seating Installation (Delivery & Set-up)	90%	DBI 912 East Michigan Avenue Lansing, Michigan 48912
Delivery Chair Instruction (Delivery, Set-up and Fitting)	90%	DBI 912 East Michigan Avenue Lansing, Michigan 48912
Warranty Service Work	90%	DBI 912 East Michigan Avenue Lansing, Michigan 48912
Customer Service & Order Entry	8%	Interphase, Inc. 2636 Garfield Road, North Suite 32 Traverse City, Michigan 49686
Seating Installation (Delivery & Set-up)	10%	Interphase, Inc. 2636 Garfield Road, North Suite 32 Traverse City, Michigan 49686
Delivery Chair Instruction (Delivery, Set-up and Fitting)	10%	Interphase, Inc. 2636 Garfield Road, North Suite 32 Traverse City, Michigan 49686
Warranty Service Work	10%	Interphase, Inc. 2636 Garfield Road, North Suite 32 Traverse City, Michigan 49686

1.0718 Reports and Meetings

(a) Reports.
Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

(i) separately address Contractor's performance in each area of the Services;

(ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;

(iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;

(iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;

(v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;

(vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.

(vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.

(viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.

(ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.
Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

1.0719 Samples/Models – Deleted Not Applicable

1.080 Additional Requirements

1.81 Additional Terms and Conditions specific to this RFP

1.082 NEW PRODUCT

This Contract is for new chairs only. New chairs are defined as product that has not been previously used, owned, or sold as new. Bidders shall provide prices for new product only unless specified otherwise in this RFP.

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of (5) five years beginning August 1, 2009 through July 31, 2014. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to (2) two additional one-year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Laura Gyorkos, CPPB
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
gyorkosL@michigan.gov
517-373-1455

2.022 Contract Compliance Inspector (CCI)

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications**

of the Contract as that authority is retained by DMB Purchasing Operations. The Contract Compliance Inspector for this Contract is:

Laura Gyorkos, CPPB
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
e-mail: gyorkosL@michigan.gov
Phone: 517-373-1455
Fax: 517-335-0046

2.023 Project Manager

Project oversight will vary per project

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.

(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
State of Michigan
Purchasing Operations
Attention: Laura Gyorkos
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Haworth, Inc.
Name Phil Todd
One Haworth Center
Holland, MI 49423

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

(a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other

projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements Deleted – Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of

responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of

which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.
See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☑ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and

cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor- Deleted – Not Applicable

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(a) Reconciling all accounts between the State and the Contractor;

(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be

modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150.**

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the

name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or

(ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and

(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB PurchOps.

(2) Contractor must also notify DMB PurchOps within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify DMB PurchOps within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure- Deleted – Not Applicable

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;
(b) an involuntary petition is filed against the Contractor and not removed within 30 days;
(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance- Deleted – Not Applicable

2.243 Liquidated Damages- Deleted – Not Applicable

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be

circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.
Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.223**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using

the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership - Deleted – Not Applicable

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval

must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDEAL.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

2.282 State Employee Purchases Deleted – Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:
For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous

Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:
The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:
Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Contractor has certified, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under this Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under themenace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties

APPENDIX A
Seating Line Descriptions

Improv HE

Part description	Materials
Back	Steel, Polyester, 3lbs desity molded polyurethane foam and Polypropylene Copolymer
Arms	High-impact thermo-plastic, Nylon, 3lb density foam, Steel
Seat	Steel, Polyester, 3lbs desity molded polyurethane foam and Polypropylene Copolymer
Control	Ticona Celcon M90 Acetal Copolymer, GFPA6, FN 0208 -Alloy, Steel
Base	5-star, welded steel substructure with a polypropylene outer cap.
Activation Handles	Uniplas GF PA6 - 33% GF Nylon 6

Look

Part description	Materials
Back	Steel, Polyester, 3lbs desity molded polyurethane foam and Polypropylene Copolymer
Arms	High-impact thermo-plastic, Nylon, 3lb density foam, Steel
Seat	Steel, Polyester, 3lbs desity molded polyurethane foam and Polypropylene Copolymer
Control	Ticona Celcon M90 Acetal Copolymer, GFPA6, FN 0208 -Alloy, Steel
Base	5-star, welded steel substructure with a polypropylene outer cap.
Activation Handles	Uniplas GF PA6 - 33% GF Nylon 6

X99

Part description	Materials
Back	All inner and outer shells are injectction-molded high impact polypropylene copolymer. Polyester Mesh material
Arms	High-impact thermo-plastic, Nylon, 3lb density foam, Aluminum

Seat	Steel, Polyester, 3lbs desity molded polyurethane foam and Polypropylene Copolymer
Control	Ticona Celcon M90 Acetal Copolymer, GFPA6, FN 0208 -Alloy, Steel
Base	5-star, aluminum dye cast structure.
Activation Handles	Uniplas GF PA6 - 33% GF Nylon 6

Zody

Part description	**Materials**
Back	All inner and outer shells are injectction-molded high impact polypropylene copolymer. Polyester Mesh material
Arms	High-impact thermo-plastic, Nylon, 3lb density foam, Aluminum
Seat	Steel, Polyester, 3lbs desity molded polyurethane foam and Polypropylene Copolymer
Control	Ticona Celcon M90 Acetal Copolymer, GFPA6, FN 0208 -Alloy, Steel
Base	5-star, aluminum dye cast structure.
Activation Handles	Uniplas GF PA6 - 33% GF Nylon 6

APPENDIX B
SEATING PRODUCT PRICING

DISCOUNT PRICING SHEET

PROPOSED SEATING PRODUCT LINE(S)	DATE OF MANUFACTURER'S PRINTED LIST PRICE CATALOG	PERCENTAGE (%) DISCOUNT OFF LIST PRICE STANDARD DELIVERY	PERCENTAGE (%) DISCOUNT OFF LIST PRICE QUICK SHIP	PERCENTAGE (%) DISCOUNT OFF LIST PRICE CAL 133 PRODUCT (if available)
Improv H.E.	April 5, 2008	73.00%	68.00%	73.00%
LOOK	April 5, 2008	73.00%	68.00%	73.00%
X99	April 5, 2008	69.20%	64.20%	69.20%
Zody	April 5, 2008	65.00%	60.00%	65.00%
Hello	April 5, 2008	53.65%	48.65%	53.65%
Monaco	April 5, 2008	73.00%	68.00%	73.00%
System 12	April 5, 2008	73.00%	68.00%	73.00%
Tempo	April 5, 2008	56.65%	51.65%	56.65%
Very	December 2008	65.00%	60.00%	65.00%

California Technical Bulletin 133 requires the modification of the part number and is an added value of $83.00- $113.00 list per chair.

APPENDIX C
DELIVERY SERVICE PRICING
ZONE 1

Bidders to indicate below the additional charge applicable to orders that require INSIDE DELIVERY	Bidders to indicate below the additional charges applicable to orders that require INSTALLATION (Delivery & Set-Up)	Bidders to indicate below the additional charges applicable to orders that require CHAIR DELIVERY INSTRUCTION (Delivery, Set-Up & Fitting)
$45.00 for the first 500lbs.	1 TO 10 Chairs: **$35.00** Per Chair	1 TO 10 Chairs: **$55.00** Per Chair
$45.00 Minimum Charge	11 to 25 Chairs: **$30.00** Per Chair	11 to 25 Chairs: **$49.00** Per Chair
See note below Maximum Charge	26 to 50 Chairs: **$20.00** Per Chair	26 to 50 Chairs: **$44.00** Per Chair
	51 to 100 Chairs: **$18.00** Per Chair	51 to 100 Chairs: **$39.00** Per Chair
	101 + Chairs: **$15.00** Per Chair	101 + Chairs: **$33.00** Per Chair

Please Note: Per hundred weight rate over 500lbs will be negotiable.

ZONE 2

Bidders to indicate below the additional charge applicable to orders that require INSIDE DELIVERY	Bidders to indicate below the additional charges applicable to orders that require INSTALLATION (Delivery & Set-Up)	Bidders to indicate below the additional charges applicable to orders that require CHAIR DELIVERY INSTRUCTION (Delivery, Set-Up & Fitting)
$45.00 for the first 500lbs.	1 TO 10 Chairs: **$50.00** Per Chair	1 TO 10 Chairs: **$65.00** Per Chair
$45.00 Minimum Charge	11 to 25 Chairs: **$40.00** Per Chair	11 to 25 Chairs: **$55.00** Per Chair
See note below Maximum Charge	26 to 50 Chairs: **$30.00** Per Chair	26 to 50 Chairs: **$50.00** Per Chair
	51 to 100 Chairs: **$25.00** Per Chair	51 to 100 Chairs: **$45.00** Per Chair
	101 + Chairs: **$18.00** Per Chair	101 + Chairs: **$35.00** Per Chair

Please Note: Per hundred weight rate over 500lbs will be negotiable.

APPENDIX D - PROPOSED MANUFACTURER SEATING PRODUCT LINE(S) BASED ON SEATING CATEGORY

SEATING TYPE CATEGORY	REFERENCE MANUFACTURER/PRODUCT LINE	PROPOSED MANUFACTURER PRODUCT LINE(S)	PROPOSED MANUFACTURER PRODUCT LINE(S)	PROPOSED MANUFACTURER PRODUCT LINE(S)	PROPOSED MANUFACTURER PRODUCT LINE(S)
HIGHLY ERGONOMIC TASK CHAIRS	HAWORTH IMPROV H.E.	Haworth Improv H.E.	Haworth LOOK	Haworth X99	Haworth Zody
MANAGERIAL/EXECUTIVE CHAIRS	HAWORTH MONACO	Haworth Monaco			
FULL OR PART MESH ERONOMIC TASK CHAIRS	HAWORTH/ZODY HERMAN MILLER/AERON	Haworth Zody			
SIDE OR GUEST CHAIRS/ TABLES	IMPROV	Haworth Improv			
CONFERENCE ROOM CHAIRS	IMPROV	Haworth Improv	Haworth Very	Haworth X99	
ERGONOMIC STOOLS	IMPROV H.E.	Haworth Improv H.E.			
BIG & TALL CHAIRS	IMPROV H.E. XL	Haworth Improv H.E. XL	N/A		
SEMINAR SEATING	X-99	Haworth X99			
INSTITUTIONAL PUBLIC/LOBBY CHAIRS/TABLES	SYSTEMS 12 TEMPO HELLO	Haworth Hello	Haworth System 12	Haworth Tempo	

APPENDIX E
PROPOSED HIGHLY ERGONOMIC CHAIR(S) – ERGONOMIC FEATURES

ERGONOMIC CHAIR FEATURES	STATE OF MICHIGAN ERGONOMIC GUIDELINES	PROPOSED MANUFACTURER PRODUCT LINE(S)	PROPOSED MANUFACTURER PRODUCT LINE(S)
Proposed Highly Ergonomic Chair Product Line		**Haworth Improv H.E.**	**Haworth LOOK**
Seat Height	16” – 20.5” minimum range	Size or adjustment ranges **16” - 20.75”**	Size or adjustment ranges **16” - 20.75”**
Fixed Seat Depth	15” – 17” range	Size or adjustment ranges **15” -17”**	Size or adjustment ranges **15” -17”**
Adjustable Seat Depth	15” – 17”	Size or adjustment ranges **3”**	Size or adjustment ranges **2”**
Seat Width	18.2” minimum	Size or adjustment ranges **18.5”**	Size or adjustment ranges **18.97”**
Seat Pan Angle	0 degrees to 10 degrees include any part of	Size or adjustment ranges **0 - 10 degrees**	Size or adjustment ranges **0 - 10 degrees**
Angle between Seat Back & Seat Pan	90 degrees to 105 degrees include any part of	Size or adjustment ranges **95 - 112 degrees**	Size or adjustment ranges **95 - 112 degrees**
Lumbar Support	6” to 10” within this range	Size or adjustment ranges **3.25”**	Size or adjustment ranges **7.3” -9.3”**
Backrest Width	12” minimum at lumbar	Size or adjustment ranges **17.57”**	Size or adjustment ranges **17.93”**
Distance Between Arm Rests	18.2” minimum	Size or adjustment ranges **18.75”**	Size or adjustment ranges **21.75”**
Back Height From Seat (mid & high back)	No Requirement	Size or adjustment ranges **16” – 20.75”**	Size or adjustment ranges **16” – 20.75”**
Arm Height	No Requirement	Size or adjustment ranges **8” – 12”**	Size or adjustment ranges **8” – 12”**
Back lock/unlock Adjustment	No Requirement	Size or adjustment ranges **20 degrees from upright position**	Size or adjustment ranges **20 degrees from upright position**

APPENDIX E - CONTINUED
PROPOSED HIGHLY ERGONOMIC CHAIR(S) – ERGONOMIC FEATURES

ERGONOMIC CHAIR FEATURES	STATE OF MICHIGAN ERGONOMIC GUIDELINES	PROPOSED MANUFACTURER PRODUCT LINE(S)	PROPOSED MANUFACTURER PRODUCT LINE(S)
Proposed Highly Ergonomic Chair Product Line		**Haworth X99**	**Haworth Zody**
Seat Height	16” – 20.5” minimum range	Size or adjustment ranges **16” - 20.5” 15” - 18”(low base)**	Size or adjustment ranges **16” - 21” 14” - 17”(low base)**
Fixed Seat Depth	15” – 17” range	Size or adjustment ranges **16” or 17.5”**	Size or adjustment ranges **18”**
Adjustable Seat Depth	15” – 17”	Size or adjustment ranges **16” - 19”**	Size or adjustment ranges **16” - 19”**
Seat Width	18.2” minimum	Size or adjustment ranges **18.6”**	Size or adjustment ranges **19.6”**
Seat Pan Angle	0 degrees to 10 degrees include any part of	Size or adjustment ranges **5 degrees**	Size or adjustment ranges **5 degrees**
Angle between Seat Back & Seat Pan	90 degrees to 105 degrees include any part of	Size or adjustment ranges **93 - 115 degrees**	Size or adjustment ranges **94 - 116 degrees**
Lumbar Support	6” to 10” within this range	Size or adjustment ranges **6”- 10”**	Size or adjustment ranges **5.8”- 9.8”**
Backrest Width	12” minimum at lumbar	Size or adjustment ranges **16.5”**	Size or adjustment ranges **16.4”**
Distance Between Arm Rests	18.2” minimum	Size or adjustment ranges **18.5”**	Size or adjustment ranges **19.6”**
Back Height From Seat (mid & high back)	No Requirement	Size or adjustment ranges **22.7”**	Size or adjustment ranges **24”**
Arm Height	No Requirement	Size or adjustment ranges **7” - 11”**	Size or adjustment ranges **6.3” - 10.3”**
Back lock/unlock Adjustment	No Requirement	Size or adjustment ranges **20 degrees from upright position**	Size or adjustment ranges **20 degrees from upright position**

Appendix F

ERGONOMIC SEATING ITEM LISTING

All pricing listed below shall reflect Grade A fabrics unless otherwise stated. Prices shall reflect drop ship delivery. These items have been singled out, However, the entire product line specified by the bidder as well as all available options shall be available at the discount off list indicated in Appendices A-C.

Item #	Estimated 5 Year Usage*	Unit	Item	Features	Contract Price
1.	Style 3,755 Model# 2320	EA	Highly Ergonomic (H.E.) Task Chair (Mid – Back)	Mid-back task chair with height adjustable 360* rotational arms; Upholstered inner seat and back; Polypropylene back outer shell; Pneumatic height adjustment; Back-Lock - 2 positions; Adjustable Air Lumbar; Hard casters; Rated to Accommodate up to 250 pounds **Referenced Make and Model:** Haworth Improv Series H. E. Model #: M231-1G43 **Manufacturer: Haworth** **Product Name: Improv Series H.E.**	**$ 326.70**

Appendix F

ERGONOMIC SEATING ITEM LISTING

Item #	Estimated 5 Year Usage*	Unit	Item	Features	Contract Price
2.	Style 5,290 Model# 1,270	EA	H. E. Task Chair (High - Back)	High-back task chair with fixed height arms. Upholstered inner seat and back; Polypropylene back outer shell; Pneumatic height adjustment; Back-Lock - 2 positions; Adjustable Air Lumbar; Hard casters; Rated to Accommodate up to 250 pounds **Referenced Make and Model:** Haworth Improv Series H. E #M251-1G43 **Manufacturer: Haworth** **Product Name: Improv Series H.E.**	**$ 343.44**
3.	Style 860 Model# 440	EA	H.E. Extra Large Task Chair	Extra Large task chair with height adjustable 360* rotational arms; Upholstered inner seat and back; Polypropylene back outer shell; Pneumatic height adjustment; Adjustable Air Lumbar; Forward tilt; Hard casters; Rated to Accommodate up to 500 pounds **Referenced Make and Model:** Haworth Improv H.E. XL #M281-1G44 **Manufacturer: Haworth** **Product Name: Improv Series H.E. XL**	**$ 567.00**

Appendix F

ERGONOMIC SEATING ITEM LISTING

Item #	Estimated 5 Year Usage*	Unit	Item	Features	Contract Price
4.	Style 11,505 Model# 3,170	EA	Non – Ergonomic Side Chair (same family/product line as Item #1)	Leg Base stackable chair with arms and casters Upholstered inner seat and back; Polypropylene back outer shell **Referenced Make and Model:** Haworth Improv Series Leg Base Stacker w/ Arms and Casters #M600-2112 **Manufacturer: Haworth** **Product Name: Improv Series**	**$ 107.73**
5.	Style 180 Model# 35	EA	H.E. Stool	Stool with height adjustable 360* rotational arms. Upholstered inner seat and back; Polypropylene back outer shell; Pneumatic height adjustment; Adjustable Air Lumbar; Back-Lock – 2 positions; Hard casters; Rated to Accommodate up to 250 pounds **Referenced Make and Model** Haworth Improv Series H.E. Stool # M2E1-1G43 **Manufacturer: Haworth** **Product Name: Improv Series H.E. Stool**	**$ 436.05**

ERGONOMIC SEATING ITEM LISTING

Item #	Estimated 5 Year Usage*	Unit	Item	Features	Contract Price
6.	Style 1,420 Model# 420	EA	Non – Ergonomic Task Chair for Conference Rooms (High-Back)	Chair, no arms Upholstered inner seat and back; Polypropylene outer shell; Pneumatic height adjustment; Back-Lock – 2 positions Hard casters; Rated to Accommodate up to 250 pounds **Referenced Make and Model** Haworth Improv Series: # M221-1041 **Manufacturer: Haworth** **Product Name: Improv Series**	**$ 216.54**
7.	Style 845 Model# 425	EA	Hard Plastic Polypropylene Chairs for Public Waiting Areas	High Density Stacking Chair with arms Polypropylene shell – no upholstery; Painted frame **Referenced Make and Model** Haworth System 12: # 1201-2110 **Manufacturer: Haworth** **Product Name: System 12**	**$ 65.07**

Appendix F

ERGONOMIC SEATING ITEM LISTING

Item #	Estimated 5 Year Usage*	Unit	Item	Features	Contract Price
8.	500	EA	H.E. All Mesh Chairs	Pellicle Fabric®; Adjustable arm height and angle; adjustable seat height; Adjustable lumbar support; standard carpet casters, Size B **Referenced Make and Model** Herman Miller Aeron® Loaded Chair With Graphite Base **Manufacturer: Haworth** **Product Name: Zody**	**$ 385.70**

APRIL / 05 / 2008

Haworth is pleased to include the Very Line for the State of Michigan's consideration. The Very Seating Line was introduced after April 5, 2008 and has a printed list price catalog of December 2008.

EXCEPTIONS TO SPECIFIED ITEMS AND OPTIONS ON ITEM LISTING

Bidders shall indicate if their proposed items in the item listing above do not contain all of the features listed for the reference model. Bidders shall include those exceptions below:

(Include the Item #, the proposed make & model, and the exceptions to the specified features)

Item number **8**, Herman Miller Aeron® Loaded Chair with Graphite Base, back-lock, forward-tilt adjustable height arms, pivoting arm rests, adjustable seat height, adjustable lumbar support, and hard casters. The proposed Zody has all the feature of the Aeron, **with the exception of an all mesh seat**. Zody is available with a fabric or leather upholstered seat cushion.

Appendix G
Rush Program

IMPROV SERIES SEATING LINE

Improv High-Back With Fixed Arms (12 Models)

- Pneumatic Height Adjustment
  - Polypropylene or Upholstered Shell
  - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock
  - Polypropylene or Upholstered Shell
  - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv High-Back Without Arms (4 Models)

- Pneumatic Height Adjustment
  - Polypropylene or Upholstered Shell

- Pneumatic Height Adjustment/Back-Lock
  - Polypropylene or Upholstered Shell

Improv Mid-Back With Fixed Arms (12 Models)

- Pneumatic Height Adjustment
  - Polypropylene or Upholstered Shell
  - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock
  - Polypropylene or Upholstered Shell
  - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv Mid-Back With Height Adjustable Arms (12 Models)

- Pneumatic Height Adjustment
  - Polypropylene or Upholstered Shell
  - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock
  - Polypropylene or Upholstered Shell
  - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv Mid-Back Without Arms (4 Models)

- Pneumatic Height Adjustment
  - Polypropylene or Upholstered Shell

- Pneumatic Height Adjustment/Back-Lock
  - Polypropylene or Upholstered Shell

Improv H.E. High-Back with Task Arms (12 Models)

- Pneumatic Height Adjustment
  - Polypropylene or Upholstered Shell
  - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv H.E. High-Back With Height Adjustable Task Arms (18 Models)

- Pneumatic Height Adjustment
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Forward-Tilt
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv H.E. High-Back With Flipper Arms (18 Models)

- Pneumatic Height Adjustment
    - Polypropylene or Upholstered Shell
    - Standard, Vinyl Gel or Upholstered Arm Caps

- Pneumatic Height Adjustment/Back-Lock
    - Polypropylene or Upholstered Shell
    - Standard, Vinyl Gel or Upholstered Arm Caps

- Pneumatic Height Adjustment/Forward-Tilt
    - Polypropylene or Upholstered Shell
    - Standard, Vinyl Gel or Upholstered Shell

Improv H.E. High-Back Without Arms (6 Models)

- Pneumatic Height Adjustment
    - Polypropylene or Upholstered Shell

- Pneumatic Height Adjustment/Back-Lock
    - Polypropylene or Upholstered Shell

- Pneumatic Height Adjustment/Forward-Tilt
    - Polypropylene or Upholstered Shell

Improv H.E. Mid-Back With Task Arms (18 Models)

- Pneumatic Height Adjustment
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Forward-Tilt
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv H.E. Mid-Back With Height Adjustable Task Arms (18 Models)

- Pneumatic Height Adjustment
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Forward-Tilt
    - Polypropylene or Upholstered Shell
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv H.E. Mid-Back With Flipper Arms (18 Models)

- Pneumatic Height Adjustment
    - Polypropylene or Upholstered Shell
    - Standard, Vinyl Gel or Upholstered Arm Caps

- Pneumatic Height Adjustment/Back-Lock
    - Polypropylene or Upholstered Shell
    - Standard, Vinyl Gel or Upholstered Arm Caps

- Pneumatic Height Adjustment/Forward-Tilt
    - Polypropylene or Upholstered Shell
    - Standard, Vinyl Gel or Upholstered Arm Caps

Improv H.E. Mid-Back Without Arms (6 Models)

- Pneumatic Height Adjustment
    - Polypropylene or Upholstered Shell

- Pneumatic Height Adjustment/Back-Lock
    - Polypropylene or Upholstered Shell

- Pneumatic Height Adjustment/Forward-Tilt
    - Polypropylene or Upholstered Shell

Improv S.E Mesh Back Without Arms (6 Models)

- Pneumatic Height Adjustment
    - Square or Round Mesh Back

- Pneumatic Height Adjustment/Back-Lock
    - Square or Round Mesh Back

- Pneumatic Height Adjustment/Forward-Tilt
    - Square or Round Mesh Back

Improv S.E. Mesh Back With Task Arms (18 Models)

- Pneumatic Height Adjustment
    - Square or Round Mesh Back
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock

    - Square or Round Mesh Back
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Forward-Tilt
    - Square or Round Mesh Back
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv S.E. Mesh Back With Height Adjustable Task Arms (18 Models)

- Pneumatic Height Adjustment
    - Square or Round Mesh Back
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock
    - Square or Round Mesh Back
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Forward-Tilt
    - Square or Round Mesh Back
    - Standard, Upholstered or Soft Black Vinyl Arm Caps

Improv S.E. Mesh Back With Flipper Arms (18 Models)

- Pneumatic Height Adjustment
    - Square or Round Mesh Back
    - Standard, Vinyl Gel or Upholstered Arm Caps

- Pneumatic Height Adjustment/Back-Lock
    - Square or Round Mesh Back
    - Standard, Vinyl Gel or Upholstered Arm Caps

- Pneumatic Height Adjustment/Forward-Tilt
    - Square or Round Mesh Back
    - Standard, Vinyl Gel or Upholstered Arm Caps

Improv Leg-Base Stacking Chairs With Arms (3 Models)

- Polypropylene Outer Back/Upholstered Inner Back; Non-Ganging
- Upholstered Outer Back/Upholstered Inner Back; Non-Ganging
- Wood Back; Non-Ganging

Improv Sled-Base Chairs With Arms, Non-Stacking (3 Models)

- Polypropylene Outer Back/Upholstered Inner Back; Non-Ganging
- Upholstered Outer Back/Upholstered Inner Back; Non-Ganging
- Wood Back; Non-Ganging

Improv Leg-Base Stools With Arms (3 Models)

- Polypropylene Outer Back/Upholstered Inner Back
- Upholstered Outer Back/Upholstered Inner Back
- Wood Back

Improv Leg-Base Stools Without Arms (3 Models)

- Polypropylene Outer Back/Upholstered Inner Back
- Upholstered Outer Back/Upholstered Inner Back
- Wood Back

Improv Stacking Dolly
Improv Round Occasional Table

- 20” High
- Laminate Top with Bullnose PVC Edge

LOOK SEATING LINE

LOOK High-Back With Fixed Arms (2 Models)

- Pneumatic Height Adjustment
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock/Forward-Tilt
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

LOOK High-Back With Height Adjustable Arms (2 Models)

- Pneumatic Height Adjustment
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock/Forward-Tilt
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

LOOK High-Back With Height and Width Adjustable Arms (2 Models)

- Pneumatic Height Adjustment
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock/Forward-Tilt
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

LOOK Mid-Back Without Arms (2 Models)

- Pneumatic Height Adjustment
    - Upholstered Outer Shell

- Pneumatic Height Adjustment/Back-Lock/Forward-Tilt
    - Upholstered Outer Shell

LOOK Mid-Back With Fixed Arms (2 Models)

- Pneumatic Height Adjustment
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock/Forward-Tilt
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

LOOK Mid-Back With Height Adjustable Arms (2 Models)

- Pneumatic Height Adjustment
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock/Forward-Tilt
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

LOOK Mid-Back With Height and Width Adjustable Arms (2 Models)

- Pneumatic Height Adjustment
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

- Pneumatic Height Adjustment/Back-Lock/Forward-Tilt
    - Upholstered Outer Shell
    - Soft Black Vinyl Arm Caps

X99 SEATING LINE

X99 Task Chair With 3-Dimensional Arms and Deep Seat (6 Models)

- Pneumatic Height
    - Mesh Back
    - Soft, Upholstered or Vinyl Gel Arm Caps

- Pneumatic Height Adjustment With Lumbar
    - Mesh Back
    - Soft, Upholstered or Vinyl Gel Arm Caps

X99 Task Chair With 3-Dimensional Arms and Standard Seat (12 Models)

- Pneumatic Height
    - Mesh Back
    - Soft, Upholstered or Vinyl Gel Arm Caps

- Pneumatic Height Adjustment With Lumbar
    - Mesh Back
    - Soft, Upholstered or Vinyl Gel Arm Caps

- Pneumatic Height Adjustment/Seat Depth Adjustment
    - Mesh Back
    - Soft, Upholstered or Vinyl Gel Arm Caps

- Pneumatic Height Adjustment/Lumbar/Seat Depth Adjustment
    - Mesh Back
    - Soft, Upholstered or Vinyl Gel Arm Caps

X99 Task Chair With Loop Arms and Deep Seat (2 Models)

- Pneumatic Height
    - Mesh Back
    - Standard Arm Caps

- Pneumatic Height Adjustment With Lumbar
    - Mesh Back

    - Standard Arm Caps

X99 Task Chair With Loop Arms and Standard Seat (4 Models)

- Pneumatic Height
    - Mesh Back
    - Standard Arm Caps

- Pneumatic Height Adjustment With Lumbar
    - Mesh Back
    - Standard Arm Caps
- Pneumatic Height Adjustment/Seat Depth Adjustment
    - Mesh Back
    - Standard Arm Caps

- Pneumatic Height Adjustment/Lumbar/Seat Depth Adjustment
    - Mesh Back
    - Standard Arm Caps

X99 Guest Chair (1 Model)

- Mesh Back
- Upholstered Seat
- Standard Arm Caps

X99 Seminar Chair With Arms (1 Model)

- Mesh Back
- Upholstered Seat
- Standard Arm Caps

X99 Advanced Seminar Chair Without Arms (1 Model)

- Mesh Back
- Upholstered Seat

<u>ZODY SEATING LINE</u>

Zody Task Chair With Fixed Arms (9 Models)

- No Lumbar Adjustment, Mesh Back, Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- Lumbar Adjustment, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- PAL Back System, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

Zody Task Chair With 4D Arms (9 Models)

- No Lumbar Adjustment, Mesh Back, Upholstered Foam Seat

    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- Lumbar Adjustment, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- PAL Back System, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

Zody Task Chair With Height Adjustable Arms (9 Models)

- No Lumbar Adjustment, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- Lumbar Adjustment, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- PAL Back System, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

Zody Task Chair Fixed Arms (9 Models)

- No Lumbar Adjustment, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- Lumbar Adjustment, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- PAL Back System, Mesh Back, Upholstered Foam Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

Zody Task Chair Without Arms (18 Models)

- No Lumbar Adjustment, Mesh Back
    - Upholstered Foam or Gel Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- Lumbar Adjustment, Mesh Back
    - Upholstered Foam or Gel Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

- PAL Back System, Mesh Back
    - Upholstered Foam or Gel Seat
    - Pneumatic Only
    - Back Stop Only
    - Back Stop/Forward-Tilt Combo

Zody Sled Base Guest Chair (2 Models)

- Fabric or Leather Upholstery

Zody Leg Base Guest Chair (2 Models)

- Fabric or Leather Upholstery

<u>HELLO SEATING LINE</u>

Hello Guest Chair With Fixed Arms and Wood Legs (2 Models)

- Wood Perforated Back
    - Fabric Upholstery or Leather Seat

- Wood Slat Back
    - Fabric Upholstery or Leather Seat

Hello Guest Chair With Fixed Arms and Metal Legs (2 Models)

- Wood Perforated Back
    - Fabric Upholstery Seat

- Wood Slat Back
    - Fabric Upholstery Seat
    -

Hello Stool With Fixed Arms and Metal Legs (2 Models)

- Wood Perforated Back
    - Fabric Upholstery Seat

- Wood Slat Back
    - Fabric Upholstery Seat

Hello Lounge Chair With Legs (4 Models)

- Chair without Grommets with one fabric
- Chair without Grommets with two fabrics/colors
- Settee without Grommets with one fabric
- Settee without Grommets with two fabrics/colors

Hello Mobile Lounge Chair (6 Models)

- Upholstered/one fabric and color
    - With or without Grommet

- Fully-Loaded Mobile Lounge

- Option Package with Grommet, tablet arm, cup holder
- Option Package with Grommet, shelf, tablet arm, cup holder
- Option Package with Grommet, tablet arm, cup holder in two fabrics/two colors
- Option Package with Grommet, shelf, tablet arm, cup holder in two fabrics/two colors of same fabric

Hello Mini-Mobile (2 models)

- Upholstered/one fabric and color
  - With or without arm Bolster

Hello Accessories (2 models)

- Fold Away Tablet Arm
- Cup Holder

MONACO SEATING LINE

Monaco Large High-Back With Open Arms (4 Models)

- Without Lumbar Support (Single Chair Model Number)
  - Standard or Upholstered Arm Caps

- With Lumbar Support (Single Chair Model Number)
  - Standard or Upholstered Arm Caps

Monaco Large High-Back With Enclosed Arms (2 Models)

- Without Lumbar Support (Single Chair Model Number)
- With Lumbar Support (Single Chair Model Number)

Monaco Medium High-Back With Open Arms (4 Models)

- Without Lumbar Support (Single Chair Model Number)
  - Standard or Upholstered Arm Caps

- With Lumbar Support (Single Chair Model Number)
  - Standard or Upholstered Arm Caps

Monaco Medium High-Back With Enclosed Arms (2 Models)

- Without Lumbar Support (Single Chair Model Number)
- With Lumbar Support (Single Chair Model Number)

Monaco Large Mid-Back With Open Arms (16 Models)

- Without Lumbar Support (Single Chair and 6-Chair, 8-Chair, and 10-Chair Value Packs)
  - Standard or Upholstered Arm Caps

- With Lumbar Support (Single Chair and 6-Chair, 8-Chair, and 10-Chair Value Packs)
  - Standard or Upholstered Arm Caps

Monaco Large Mid-Back With Enclosed Arms (8 Models)

- Without Lumbar Support (Single Chair and 6-Chair, 8-Chair, and 10-Chair Value Packs)
  - Standard or Upholstered Arm Caps

- With Lumbar Support (Single Chair and 6-Chair, 8-Chair, and 10-Chair Value Packs)
  - Standard or Upholstered Arm Caps

Monaco Medium Mid-Back With Open Arms (16 Models)

- Without Lumbar Support (Single Chair and 6-Chair, 8-Chair, and 10-Chair Value Packs)
    - Standard or Upholstered Arm Caps

- With Lumbar Support (Single Chair and 6-Chair, 8-Chair, and 10-Chair Value Packs)
    - Standard or Upholstered Arm Caps

Monaco Medium Mid-Back With Enclosed Arms (8 Models)

- Without Lumbar Support (Single Chair and 6-Chair, 8-Chair, and 10-Chair Value Packs)
    - Standard or Upholstered Arm Caps

- With Lumbar Support (Single Chair and 6-Chair, 8-Chair, and 10-Chair Value Packs)
    - Standard or Upholstered Arm Caps

SYSTEM 12 SEATING LINE

System 12 High-Density Stacking Chair With Arms (2 Models)

- Polypropylene or Upholstered Inside Shell-
    - Non-ganging

System 12 High-Density Stacking Chair Without Arms (2 Models)

- Polypropylene or Upholstered Inside Shell
    - Non-ganging

System 12 Stacking Cart for Non-Upholstered Chairs (1 Model)
System 12 Stacking Cart for Upholstered Chairs (1 Model)

Appendix H

Nano-Tex® and Nano-Tex with DuraBlock™ & BioAM

What Nano-Tex is and how to specify on seating product

- Nano-Tex adds permanent spill and stain resistance into the fiber structure of all Haworth standard seating fabrics.
- Nano-Tex is ideal for all commercial, government, education, and healthcare environments where stain resistance is a concern
- Nano-Tex offers the following customer benefits:
  - Preserves beauty and natural hand
  - Maintains breathability and comfort
  - Repels oil, red wine, hot coffee and worse
  - Improves abrasion performance
  - Is environmentally friendly – Cradle to Cradle Silver
  - Is easy to clean with soap, water or any commercial care product.

Nano-Tex is specified by adding a "-P" to the product number as a functional option. An upcharge is added based on the seating model specified

What Nano-Tex with DuraBlock and BioAM is and how to specify on seating product

- Nano-Tex with DuraBlock and BioAM adds an anti-microbial and moisture barrier treatment.
- Nano-Tex with DuraBlock and BioAM is the ultimate in fabric protection specifically designed for healthcare, hospitality, and other areas that require increased stain resistance
- DuraBlock is durable liquid barrier that provides comfortable cushion protection combined with optimum spill/stain prevention and cleanabililty.
- DuraBlock meets the following requirements:
  - Meets ASTM F1670 for resistance to penetration by synthetic blood
  - Meets ASTM F1671 for resistance to penetration by blood borne pathogens using Phi-x174 bacteriophage for testing.
  - Blocks the passage of dust mites and microscopic allergenic matter.
- BioAM is an anti-microbial treatment does the following:
  - Protects against microbes (mold, mildew, fungi, certain bacteria, and superbugs).
  - Controls micro-organisms by reducing odors and stains caused by microbes.
  - Durable, even after multiple washings.

Nano-Tex with DuraBlockc and BioAm is specified by adding a "-D" to the product number as a functional option. An upcharge is added based on the seating model specified.

These treatments and up charges apply to standard Haworth seating fabrics; vinyl and leather are not compatible at this time. Currently CAL133 is not available with these treatments.

Please contact the Inquiry Center regarding pricing and availability. Contact the Haworth COM Department regarding specifying these treatments for Haworth+ (alliance) and COM fabrics.

Additional information about Nano-Tex and Nano-Tex with DuraBlock and BioAm can be found at www.ProtectBeauty.com