



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 7  
 to  
 Contract Number 071B7700074

<b>CONTRACTOR</b>	HAWORTH INC
	One Haworth Center
	Holland, MI 49423
	Matt Corl
	616-393-3597
	matt.corl@haworth.com
	CV0048869

<b>STATE</b>	<b>Program Manager</b>	Curt Myers	SW
		517-284-7938	
	myersc@Michigan.gov		
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
(517) 249-0438			
ostrowskim@michigan.gov			

**CONTRACT SUMMARY**

ERGONOMIC AND GENERAL OFFICE SEATING - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2017	December 30, 2021	2 - 1 Year	December 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		December 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,389,037.32	\$0.00	\$13,389,037.32		

**DESCRIPTION**

Effective December 27, 2021, the 1st option year available on this contract is hereby exercised. The revised expiration date is December 30, 2022. The State of Michigan agency pricing is hereby updated to the October 2018 catalog price list and the MiDeal member pricing is hereby updated to the February 2020 catalog price list. All other terms, conditions, specifications, and pricing, to include percentage off discounts, remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval.



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**CONTRACT CHANGE NOTICE**

Change Notice Number **6**

to

Contract Number **071B7700074**

<b>CONTRACTOR</b>	HAWORTH INC
	One Haworth Center
	Holland, MI 49423
	Matt Corl
	616-393-3597
	matt.corl@haworth.com
	CV0048869

<b>STATE</b>	<b>Program Manager</b>	Curt Myers	SW
		517-284-7938	
		myersc@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

ERGONOMIC AND GENERAL OFFICE SEATING - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2017	December 30, 2021	2 - 1 Year	December 30, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$13,389,037.32	\$0.00	\$13,389,037.32

**DESCRIPTION**

Effective February 19, 2021, the following updates are made:  
 1) Schedule B, Pricing is updated and replaced with the attached, which:  
 - Incorporates the the Resonate product line at 54.5% discount off List Price  
 - Removes varying discount by delivery type  
 - Removes CAL 133 reference  
 - Updates table to reflect Poppy and Atwell product lines at 52.65% discount off List Price, with effective date of 4/1/19  
 2) CALIFORNIA TB 133 (CAL TB 13 or CAL 133) fabric is discontinued. Fabric offered under contract will conform to one of the other Industry Standards identified in Schedule A, Section 1.1.

All other terms, conditions specification and pricing remain the same, per Contractor and Agency agreement and DTMB Central Procurement Services approval.

**SCHEDULE B, PRICING**  
**CONTRACT NO. 071B7700074**

<b>Seating Type</b>	<b>Product Line</b>	<b>Percent (%) Discount Off List Price</b>
HIGHLY ERGONOMIC TASK CHAIRS	Improv H.E.	72.75
MANAGERIAL/EXECUTIVE CHAIRS	Monaco	72.00
FULL OR PART MESH ERGONOMIC TASK CHAIRS	Zody	65.00
FULL OR PART MESH ERGONOMIC TASK CHAIRS	Very Task	63.00
SIDE OR GUEST CHAIRS/TABLES	Improv	72.75
	Maari	54
CONFERENCE ROOM CHAIRS	Improv	72.75
ERGONOMIC STOOLS	Improv H.E	72.75
BIG & TALL CHAIRS	Improv H.E XL	72.75
INSTITUTIONAL PUBLIC/LOBBY CHAIRS/TABLES	Hello	53.65
	Poppy	52.65
	Atwell	52.65
	Cabana	51
	Resonate	54.5
Non-Office Environment Task Chair (I.E DNR Field Office)	Very	63.00

**SCHEDULE B, PRICING**  
**CONTRACT NO. 071B7700074**

**Zone 1**

<b>Drop Ship</b>	<b>Inside Delivery</b>	<b>Delivery Only</b>	<b>Installation</b>	<b>Chair delivery Instruction</b>	
\$0	\$53.75 for the first 500lbs.	\$15.00	\$35	\$55	1 to 10 Chairs (Per chair)
\$0	\$53.75 for the first 500lbs.	\$15.00	\$30	\$49	11 to 25 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$15.00	\$25	\$44	26 to 50 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$15.00	\$18	\$39	51 to 100 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$15.00	\$15	\$33	101+ Chairs (Per chair)

**Zone 2**

<b>Drop Ship</b>	<b>Inside Delivery</b>	<b>Delivery Only</b>	<b>Installation</b>	<b>Chair delivery Instruction</b>	
\$0	\$53.75 for the first 500lbs.	\$50	\$65	\$90	1 to 10 Chairs (Per chair)
\$0	\$53.75 for the first 500lbs.	\$50	\$55	\$80	11 to 25 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$50	\$45	\$75	26 to 50 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$50	\$40	\$70	51 to 100 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$50	\$33	\$60	101+ Chairs (Per chair)

**Optional Services**

Chair cleaning	\$15 per chair
Chair Disposal (Recycling)	Very and Zody Lines are no charge All others \$10 Zone 1 \$20 Zone 2



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**CONTRACT CHANGE NOTICE**

Change Notice Number **5**

to

Contract Number **071B7700074**

<b>CONTRACTOR</b>	HAWORTH INC
	One Haworth Center
	Holland, MI 49423
	Matt Corl
	616-393-3597
	matt.corl@haworth.com
	CV0048869

<b>STATE</b>	<b>Program Manager</b>	Curt Myers	SW
		517-284-7938	
		myersc@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

ERGONOMIC AND GENERAL OFFICE SEATING - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2017	December 30, 2021	2 - 1 Year	December 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	December 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,389,037.32	\$0.00	\$13,389,037.32		

**DESCRIPTION**

Effective August 15, 2020, please note the following:

- The Contract Administrator is hereby updated to Mary Ostrowski, Phone: 517-249-0438; Email: OstrowskiM@michigan.gov.
4. Please Note – Larry Johnson is hereby removed from Section 4.3C – Key Personnel, Project Manager or Project Coordinator. Please direct all communication to Marie Shaw, Email: marie.shaw@dbiyes.com; Phone: 571-267-8081.

All other terms, conditions specification and pricing remain the same, per Contractor and Agency agreement and DTMB Central Procurement Services approval.



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**CONTRACT CHANGE NOTICE**

Change Notice Number **4**

to

Contract Number **071B7700074**

<b>CONTRACTOR</b>	HAWORTH INC
	One Haworth Center
	Holland, MI 49423
	Matt Corl
	616-393-3597
	matt.corl@haworth.com
	CV0048869

<b>STATE</b>	<b>Program Manager</b>	Curt Myers	SW
		517-284-7938	
		myersc@Michigan.gov	
	<b>Contract Administrator</b>	Sarah Walter	DTMB
		517-256-4237	
		walters6@michigan.gov	

**CONTRACT SUMMARY**

**ERGONOMIC AND GENERAL OFFICE SEATING - STATEWIDE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2017	December 30, 2021	2 - 1 Year	December 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	December 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,389,037.32	\$0.00	\$13,389,037.32		

**DESCRIPTION**

Effective November 4, 2019, note the following:

- Cabana Seating is hereby added to the Contract at 51% off List Price.
- Maari Seating is hereby added to the Contract at 54% off List Price.

- Please refer to the following link for pricing information, and product details: [Cabana & Maari Seating - Global Library](#)
  - Please be advised some product lines found within the Global Library may not be available to the State.

All other terms, conditions, specifications and pricing remain the same, per Contractor and Agency agreement and DTMB Central Procurement Services approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Curt Myers	517-284-7938	MyersC@michigan.gov



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**CONTRACT CHANGE NOTICE**

Change Notice Number **3**

to

Contract Number **071B7700074**

<b>CONTRACTOR</b>	HAWORTH INC
	One Haworth Center
	Holland, MI 49423
	Matt Corl
	616-393-3597
	matt.corl@haworth.com
	CV0048869

<b>STATE</b>	<b>Program Manager</b>	Curt Myers	SW
		517-284-7938	
		myersc@Michigan.gov	
	<b>Contract Administrator</b>	Sarah Walter	DTMB
		(517) 256-4237	
		walters6@michigan.gov	

**CONTRACT SUMMARY**

**ERGONOMIC AND GENERAL OFFICE SEATING - STATEWIDE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2017	December 30, 2021	2 - 1 Year	December 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	December 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,389,037.32	\$5,000,000.00	\$13,389,037.32		

**DESCRIPTION**

Effective October 8, 2019: This Contract is increased by \$5,000,000.00 for Statewide use.

All other terms, conditions specifications and pricing remain the same, per Contractor and Agency agreement, DTMB Central Procurement Services approval; and State Administrative Board approval on October 8, 2019.



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 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**

to

Contract Number **071B7700074**

<b>CONTRACTOR</b>	Haworth Inc.
	One Haworth Center
	Holland, MI 49423
	Matt Corl
	616-393-3597
	matt.corl@haworth.com
	CV0048869

<b>STATE</b>	<b>Program Manager</b>	Curt Myers	SW
		517-284-7938	
		myersc@Michigan.gov	
	<b>Contract Administrator</b>	Sarah Walter	DTMB
		(517) 256-4237	
		walters6@michigan.gov	

**CONTRACT SUMMARY**

ERGONOMIC AND GENERAL OFFICE SEATING - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2017	December 30, 2021	2 - 1 Year	December 30, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 30, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$8,389,037.32	\$0.00	\$8,389,037.32

**DESCRIPTION**

Effective October 25, 2018; the following are hereby incorporated into the Contract:

- Schedule C - Federal Provisions Addendum is hereby incorporated into this Contract.**
- Haworth Inc.'s Contract Administrator is hereby updated to:**  
**Matt Corl – Business Resource Consultant**  
 One Haworth Center, Holland, MI 49823  
**Office Phone:** 616-393-3597  
**Cell Phone:** 616-889-8775  
**Email:** Matt.Corl@haworth.com
- The State of Michigan's Contract Administrator is hereby updated to:**  
**Sarah Walter – DTMB – Procurement**  
 525 W. Allegan, Lansing, MI 48913  
**Phone:** 517-256-4237  
**Email:** WlaterS6@michigan.gov

**4. Section 2.4 Dealership Support, Managing Dealer (Zone 1):** State of Michigan Project Coordination Manager: Marie Broxholm's last name and email is hereby updated to: **Marie Shaw; Email: marie.shaw@dbiyes.com all other contact information remains the same.**

**5. DBI will begin offering Demo Chair Services, please not the following guidelines:**

- a. Customers may borrow a chair for up to one-week for any reason at no charge.
- b. If the customer (end user) requires the chair for more than one-week, the chair may be kept for up to 60 additional days for a flat rate of \$100.00.
  - i. The \$100.00 rate includes the drop-off and pick-up of the rental chair.
  - ii. This extension will only be honored upon the receipt of a valid DO for a Demo Chair.
  - iii. This DO may be combined with the purchase of the new chair per the dealer's quote or placed on a sperate DO.
- c. If a DO for the rental service is not received, the chair will be pick up at the end of the demo week.

All other terms conditions, specifications and pricing remain the same, per Contractor and agency agreement, and DTMB Procurement Approval.

## Schedule C – Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### 1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2. Davis-Bacon Act (Prevailing Wage)**

If applicable, the Contractor (and its subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

## **3. Copeland "Anti-Kickback" Act**

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## **4. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

## **5. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **6. Clean Air Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

## **7. Debarment and Suspension**

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **8. Byrd Anti-Lobbying Amendment**

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under 31 USC 1352.

## **9. Procurement of Recovered Materials**

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and 31 USC 1352, the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
  - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
  - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, OMB standard form LLL, Disclosure of Lobbying Activities, to the Solicitation Manager; and
  - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

\_\_\_\_\_

[Please Type: name and title of Signee]

Haworth Inc.

Date: \_\_\_\_\_



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 071B7700074

<b>CONTRACTOR</b>	Haworth Inc.
	One Haworth Center
	Holland, MI 49423
	Phyllis Rietberg
	616-393-1083
	phyllis.rietberg@haworth.com
	*****3093

<b>STATE</b>	<b>Program Manager</b>	Curt Myers	SW
		517-284-7938	
		myersc@Michigan.gov	
	<b>Contract Administrator</b>	Joy Nakfoor	DTMB
		(517) 284-7042	
		nakfoorj@michigan.gov	

**CONTRACT SUMMARY**

ERGONOMIC AND GENERAL OFFICE SEATING - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2017	December 30, 2021	2 - 1 Year	December 30, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 30, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$8,389,037.32	\$0.00	\$8,389,037.32

**DESCRIPTION**

Effective 10/19/2017, all reference to "Purchase Order(s) (PO)" for new requests will herinafter be referred to as "Delivery Order(s) (DO)".

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

DTMB - Procurement  
525 W Allegan St, Lansing, MI 48929

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **071B7700074 - Revised**

between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	Haworth Inc.
	One Haworth Center
	Holland, MI 49423
	Phyllis Rietberg
	616-393-1083
	phyllis.rietberg@haworth.com
	3093

<b>STATE</b>	Program Manager	Curt Myers	DTMB
		517-284-7938	
	myersc@michigan.gov		
	Contract Administrator	Joy Nakfoor	DTMB
517-284-7042			
NakfoorJ@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION:</b> Ergonomic and General Office Seating - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
1/1/17	12/30/21	2, 1 year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		45 business days	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$8,389,037.32</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Haworth, Inc (“**Contractor**”), a Michigan corporation. This Contract is effective on 1/1/17 (“**Effective Date**”), and unless terminated, expires on 12/30/21.

This Contract may be renewed for up to two additional one year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Joy Nakfoor NakfoorJ@michigan.gov 517-284-7042	Haworth, Inc One Haworth Center Holland, MI 49423 phyllis.rietberg@haworth.com 616-393-1083

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Joy Nakfoor NakfoorJ@michigan.gov 517-284-7042	Phyllis Rietberg One Haworth Center Holland, MI 49423 phyllis.rietberg@haworth.com 616-393-1083

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Curt Myers - DTMB 517-284-7938 myersc@michigan.gov	Becky Przedwojewski One Haworth Center Holland, MI 49423 becky.predwojewski@haworth.com 517-281-5826

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0, or an equivalent form as approved by the State..
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Coverage must follow form of underlying policies.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-

made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Cashiering  
P.O. Box 30681  
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract

Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.**

(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.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with

deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, risk of loss or damage to Contract Activities remains with Contractor. Title to Contract Activities transfers to the State upon Delivery. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor until final acceptance. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date of delivery, provided however that delivery occurs within twelve (12) weeks of shipment, and will last for as long as specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes 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 disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Not applicable.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with

the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may, with thirty (30) day written notice, terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates under this Section due to appropriation or budget shortfalls, the thirty (30) day written notice requirement does not apply, and the Contract may be terminated immediately. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined mutually by the State and the Contractor, for State approved Transition Responsibilities.

- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 26. General Indemnification.** Contractor must, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees (collectively, "**Indemnitees**") harmless, without limitation, from and against any and all third party actions, claims, losses, liabilities, damages, costs, reasonable attorney fees, and expenses (including those required to establish the right to indemnification) to the extent caused by: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any

infringement, misappropriation, or other violation by Contractor of any registered and valid patent, copyright, trademark or intellectual property right of any third party; and (c) any bodily injury, death, or damage to real or tangible personal property to the extent caused by any negligent or intentionally wrongful action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); occurring in connection with the performance of the Contract Activities, but only to the extent that such bodily injury, death, or damage to real or tangible personal property is not caused by or resulting from Contractor's use of tools, equipment, machinery, or labor provided by the State, and only if such use is not negligent or intentionally wrongful

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
28. **Limitation of Liability.** Notwithstanding any provision of this Contract or any other agreement or understanding, in no event will Contractor or the State be liable for consequential, incidental, indirect, or special damages, including without limitation lost profits, loss of reputation, or loss of use, regardless of the nature of the matter or action. IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY TO THE STATE UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE GREATER OF \$7 MILLION OR THE AMOUNT PAID TO CONTRACTOR UNDER THIS CONTRACT. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED \$7 MILLION.
29. **Disclosure of Litigation, or Other Proceeding.** If legally permitted, Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other similar legal proceeding (collectively, "Proceeding") in which Contractor, a subcontractor, or an officer or director of Contractor or subcontractor is a defendant, that arises during the term of the Contract, and: (a) alleges criminal conduct; (b) alleges a violation of parole or criminal probation; (c) is conducted under and alleges a violation of the Sarbanes-Oxley Act; or (d) is a civil Proceeding involving: (1) a claim that would reasonably be expected to materially and adversely affect Contractor's ability to continue to conduct its business; or (2) a governmental or public entity's claim or written allegation of fraud; or Proceeding seeking to revoke any governmental license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party

designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

**31. Reserved**

**32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to 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 responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to

the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Reserved**

34. **Reserved**

35. **Reserved**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee (as agreed upon in paragraph 13 above) any manufacturer's warranty for the Contract Activities; (e) the Contract signatory has the authority to enter into this Contract; (f) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (g) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved**

**41. Reserved**

**42. Nondiscrimination.** Under the Elliott-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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

**43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

**44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

**45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

**46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

**47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

**48. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

**49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

**50. Entire Agreement and Order of Precedence.** This Contract, which includes Exhibit A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Exhibit A – Statement of Work; (b) second, Exhibit A – Statement of Work as of the Effective Date; and (c) third, exhibits and schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR

AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# **Schedule A STATEMENT OF WORK CONTRACT ACTIVITIES**

## **REQUIREMENTS**

### **1. General Requirements**

#### **1.1. Product Specifications**

This contract is to provide seating options for ergonomic and general office seating.

The contractor's seating offering includes highly ergonomic chairs, side/guest chairs, upholstered stackable chairs, big and tall chairs, conference room chairs, managerial/ executive chairs, stools and lobby seating. The seating lines included in this proposal are as follows: Hello, Improv, Monaco, Very and Zody.

All of the proposed seating lines are standard products that the contractor currently offers.

Seating offered on this contract conforms to one of the following industry standards:

- ANSI/BIFMA X5.1 – 2011 OFFICE SEATING
- CALIFORNIA TB 116 – Flame Retardance of Upholstered Furniture
- CALIFORNIA TB 117 – Flame Retardance of Resilient Filling Materials
- CALIFORNIA TB 133 – For Seating Furniture for use in Public Occupancies

#### **1.1.2 Ergonomic Requirements**

At least one of the seating product lines proposed by the Contractor reflect a highly ergonomic chair(s) including the following ergonomic adjustment features as described in "Schedule B Pricing, Ergonomic Guidelines" as the State of Michigan Ergonomic Guidelines.

- Adjustable seat height
- Adjustable seat pan angle
- Adjustable backrest height
- Adjustable back lumbar support
- Adjustable seat pan depth
- Adjustable forward and rearward tilt
- Front waterfall edge on seat cushion
- Multi-functional adjustable (width, height and/or range) armrests
- Back lock/unlock adjustment
- Synchronized tilt (seat pan simultaneously drops at 2:1 ratio when chair is reclined)

#### **1.1.3 Fabric and Trim Color**

The state reserves the right to limit fabric and trim color available for purchase. Please see below fabric matrix for Grade A seating fabrics:

## Haworth Grade A Seating Finishes

Haworth seating models are restricted to fabric patterns that meet applicability standards for tailoring. A dot matrix below indicates fabric applicability on seating series or specific models listed. Fabrics are listed alphabetically by grades.

Grade: Pattern (Surface Code)	Series/ Model																										
	Accolade	Fern	Harbor Work Lounge	Hello	Improv H.E.	Improv S.E./Tag	Improv Desk Chair	Improv Leg Base/ Sled Base Stool	K100 Series	Lively	LOOK	Monaco	Openest	Poppy	Prescott	System 12	Tempo	ToDo	Tuxedo	Very Task	Very	X99	Zody	Zody Guest	Wood (Candor)	Wood (Prescott)	Wood (All other Models)
A Black (TR-F)	•	•	•		•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•			
A Burgundy (TR-94)																•											
A Canvas (TR-FL)																						•					
A Charcoal (TR-K)									•				•														
A Cocoa (TR_FK)																						•					
A Coffee (TR-CF)																						•					
A Ember (TR-FC)																						•					
A Fog (TR-7)		•																									
A Glacier (TR-FN)																						•					
A Graphite (TR-J)	•				•	•	•	•	•				•									•					
A Grass (TR-FJ)																						•					
A Gray Tone (TR-G)	•				•	•	•	•	•				•														
A Juniper Green (TR_110)																											
A Light Gray (TR-15)																											
A Mars Red (TR-108)																											
A Navy (TR-92)																											
A Neptune Blue (TR-106)																											
A Pebble Gray (TR-3)																											
A Pitch (TR-TF)		•																									
A Putty (TR-AA)									•				•														
A Saturn Orange (TR-109)																											
A Smoke (TR-E)									•	•			•														
A Smooth Plaster (TR-PLS)			•											•													•
A Snow (TR-FM & TR-UFM)		•																				•					
A Switch Silver (TR-M01)																											
A Tomato (TR-FA)																											
A White (TR-W)											•		•														

Haworth seating models are restricted to fabric patterns that meet applicability standards for tailoring. A dot matrix below indicates fabric applicability on seating series or specific models listed. Fabrics are listed alphabetically by grades.

Grade: Pattern (Surface Code)	Series/ Model																											
	Accolade	Fern	Harbor Work Lounge	Hello	Improv H.E./ S.E	Improv Tag	Improv Desk Chair	Improv Leg Base/ Sled Base Stool - Upholstered Back	Improv Leg Base/ Sled Base Stool - Plastic Back	K100 Series	Lively	LOOK	Monaco	Openest	Poppy	Prescott	System 12	Tempo	ToDo	Tuxedo	Very/ Very Task	X99	Zody	Zody Guest	Wood (Candor)	Wood (Prescott)	Wood (All other Models)	
A Barque	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Blanket	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Cobblestone	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Dottie	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Gauge	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Horizon	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Morse	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Tellure	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Twist	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A Wellington (Faux Leather)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

The successful Contractor may be required to provide DTMB-Procurement, 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 250 sets of these binders throughout the term of the Contract.

#### **1.1.4 Seating Product Catalogs**

Pricing is located in the June 2015 Pricing Catalog found at

<http://library.haworth.com/Haworth/DirectRecordLink/8d557299f5d5c9b9c90bb88a9aee9cb1dec7da013f263cdf77b5a806a700bf23ffda43de71389005edb805829e733b1f680a98f669c2b64c3bdc220b3944413df090346151092177637a2e3df0378d0c>

#### **1.2 Future ERP Integration**

The State is currently engaged in a project to implement the new State-wide Integrated Governmental Management Applications (SIGMA) ERP System, which is based on the CGI Advantage suite of applications. This is expected to replace ITRAC and other legacy State systems and become the new requisition and procurement system for the State enterprise. Migration to SIGMA is tentatively targeted for 2017.

Contractor shall, at no cost, work with the State to integrate a round trip or punch-out process that will coordinate with or provide similar features and functions as that of the contractor's web-based ordering solution.

#### **1.3. Warranty Coverage / Obsolescence Policy**

##### **1.3.1 Obsolescence Policy**

In the event that a supplier discontinues a fabric or trim color, the contractor will notify the respective dealers, DBI and Interphase, Inc. The dealers will work with the State of Michigan to determine an appropriate course of action for pending and/or anticipated orders. If fulfillment is not optional, then Haworth will offer substitutions or other solutions.

##### **1.3.2 Warranty**

All of the contractor's manufactured seating is warranted for twelve (12) years for 24/7 multiple-shift use by persons up to 325 pounds and includes the framework, mechanisms, seating foam, seat & back mesh and seating glides & casters.

The warranty for Fabric scrims and fabrics rated Heavy Duty ( A ) under the Association of Contract Textiles Guidelines, leather, and gel arm caps is five (5) years.

All service parts are warranted for two years or the remaining balance of the assembly's original warranty period, whichever is longer.

Warranty issues regarding all of the contractor product lines being proposed may be communicated by phone, fax or email to:

Linda Stiver – State of Michigan Contracts dedicated Customer Service Representative  
linda.stiver@dbiyes.com  
Direct phone: 517-267-8065  
Toll Free Phone: 800-968-1324  
Fax: 517-485-6218

The dealer's Furniture Service department may be utilized as a point of contact for warranty service issues.

Susan Brandt – Furniture Service Department Coordinator  
Susan.brandt@dbiyes.com  
Direct phone: 517-267-2022  
Toll Free Phone: 800-968-1324  
Fax: 517-485-7196

Warranty parts and labor will be provided at no charge to the State. All warranty work will be performed by a manufacturer-certified service technician(s). In the event that a particular issue with a chair is not covered

under warranty, an end user may communicate the service request in the same manner outlined above for warranty related services. If parts that are not covered under warranty are required to complete the service, the State of Michigan dedicated CSR would prepare a pricing quote for parts and labor associated with the repair.

Per the requirements of this contract, the dealer will place an order for chargeable parts or perform chargeable services only upon receipt of a valid purchase order referencing the contract.

When warranty needs arise the Furniture Service Department Coordinator will reach out to the State's onsite contact within 48 hours. The contractor's Service Technician will be scheduled to come to the site on a date and time that is agreeable to the State's onsite contact and will cause the least amount of disruption within the space. Haworth's dealers' typical on site response time is approximately three to five business days from the date of notification unless requested otherwise by the customer.

PLEASE NOTE: Issues, warranty or non-warranty, that present a safety risk to the occupant(s) of the space will be responded to immediately.

If the issue can be diagnosed without a site visit and parts need to be ordered, the order will be placed within 24 hours of the determination of need. The dealer will stock parts that are common to various seating products or items that the State frequently needs in order to minimize overall completion timeframe. The list of stocked items may be developed and revised over the course of the contract.

Standard lead time for shipment of service parts is four (4) weeks. Upon receipt of parts, the dealer Service Technician will be scheduled to install them at a time that is most convenient to the end user. This scenario represents the maximum turn-around time to repair a defective chair.

In the event that a chair cannot be repaired and is still under warranty, the contractor 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.

The majority of chair repairs can be done on site with little disruption to the work environment. If a chair cannot be repaired on site, or at the request of the State agency, the chair will be removed to the dealer Service Department and a demo chair of equal quality and functionality will be provided by the dealer at no cost to the State until the defective chair can be repaired.

The dealer will maintain a stock of Haworth chairs at its warehouse location(s) to be utilized in these situations.

#### **1.4. Recall Requirements and Procedures**

The Contract Administrator and Program Managers must be contacted via email within 5 calendar days, and by mail within 10 calendar days, of the knowledge of any recall or defect. The recall plan shall include recall and replacement procedures for all defective seating. All recalls and replacements shall be at the Contractor's expense. The Contractor shall be capable of replacing all defective seating within a 30 calendar day period.

## **2. Service Levels**

### **2.1. Time Frames**

All Contract Activities must be delivered with 45 business days from receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

### **2.2. Delivery**

Delivery will be expected within 45 calendar days upon date of order. Delivery will be made at various locations. If delivery is delayed, a new delivery date will be communicated and agreed upon by the buyer.

### **2.3. Installation**

Installation will be expected as the same day it was delivered, when requested upon order (unless other arrangements are made). Orders that request Delivery and set up or Fitting services will be scheduled with the end user listed on the Purchase order for a specific 4-hour delivery. Large chair orders that are part of a multiphased project will be installed as specified by the State Project Manager overseeing the project.

### **2.4. 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.

DBI will be the Managing Dealer for this contract. All purchase orders may be sent directly to DBI by mail, email or fax. Any Purchase order for seating that is to be delivered north of Michigan Highway 55 (Zone 2) will be forwarded to Interphase, Inc. in Traverse City for processing. In the event that a purchase order is for seating that is to be delivered to both Zones 1 and 2, DBI would maintain a spreadsheet of charges against the PO to assure that funds are allocated appropriately.

The contractor and their dealer are committed to responding to issues within 48 hours, both the contractor and the dealer have Certified Service Technicians available to handle these issues

The contractor's dealer will assist in enforcing the State's standards and restrict. Deviations from these standard are only offered with prior approval form DTMB – State Facilities Administration

The contractor has appointed a dedicated project manager for this contract. The project manager will facilitate the dealer-manufacture communication as needed. The project manager is the main point of contact between the contractor, the dealer and the State.

The contractor can provide the following value add services:

#### **Ready for Delivery Program**

The contractor offers a Ready for Delivery (RFD) program in conjunction with its selected servicing dealer. The intent of this program is to stock, in the dealer's warehousing facilities, a stock of two varieties of commonly used chairs as designated by the State in preselected fabrics. These chairs would be made available to the various State agencies on an as-needed basis for those times – such as the addition of staff - when quick turnaround is critical for a single chair. Agencies would submit a purchase order for the replenishing of this stock, allowing them to take possession of a chair immediately, while invoicing for the replacement is processed in the same way all other chair purchases are.

#### **Chair Cleaning**

The contractor and dealers offer a professional upholstery cleaning service for any existing State-owned seating at a rate of \$15 per chair with no minimum quantity and regardless of the manufacturer of the chair(s). Services will be rendered upon receipt of a valid purchase order.

#### **Chair Refurbishment**

The contractor and dealer offer a chair refurbishment program for State-owned chairs that, with a refurbishment, are re-deployable. This service includes checking the chair for option functionality and repairing as needed, replacement of arm caps as needed, upholstery cleaning. Typical refurbishment of Haworth chairs will cost the State approximately \$75 per chair – depending on new non-warranty parts needed – and includes pick up and redelivery. Services will only be rendered upon receipt of a valid purchase order from the agency.

#### **Customized Brochures for Agency Seating Standards**

The contractor in conjunction with the dealers can create customized brochures to aid agencies in communicating their standards with their internal customers.

#### **Removal of old chairs**

At the written request of the State, the dealer will remove "retired" chairs from the jobsite and recycle those for which the contractor has developed a recycle program for and dispose of the others. If an agency is ordering new chairs, this service may be coordinated with the delivery of the new chairs or completed at any other time as designated by the designated State contact. This service is available at a rate of \$10 per chair and will only be rendered upon receipt of a valid purchase order from the agency.

The Contractor may be required, on specific projects, to work with the State contracted designers and/or architectural and engineering 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. The contractor is to limit viewing and sampling of chairs to on-contract items only. Samples will be made available at both the DBI facility in Lansing and the Interphase facility in Traverse City.

**Managing Dealer (Zone 1):**

DBI Business Interiors  
912 East Michigan Avenue  
Lansing, MI 48912

Phone: 517-485-3200  
Toll Free Phone: 800-968-1324  
Fax: 517-485-6218

**Larry Johnson – Senior Account Representative/Contract Administrator**

[larry.johnson@dbiyes.com](mailto:larry.johnson@dbiyes.com)  
Direct Phone: 517-290-1643  
Toll Free Phone: 800-968-1324  
Fax: 517-485-6218

**Linda Stiver – State of Michigan Contracts dedicated Customer Service Representative**

[linda.stiver@dbiyes.com](mailto:linda.stiver@dbiyes.com)  
Direct phone: 517-267-8065  
Toll Free Phone: 800-968-1324  
Fax: 517-485-6218

**Marie Broxholm – State of MI Project Coordination Manager**

[marie.broxholm@dbiyes.com](mailto:marie.broxholm@dbiyes.com)  
Direct Phone: 517-267-8081  
Toll Free Phone: 800-968-1324  
Fax: 517-485-6218

**Susan Brandt – Furniture Service Department Coordinator**

[susan.brandt@dbiyes.com](mailto:susan.brandt@dbiyes.com)  
Direct phone: 517-267-2022  
Toll Free Phone: 800-968-1324  
Fax: 517-485-6218

**Scott Nye – Contract Furniture Sales Manager**

[scott.nye@dbiyes.com](mailto:scott.nye@dbiyes.com)  
Direct phone: 517-267-8075  
Toll Free Phone: 800-968-1324  
Fax: 517-485-6218

**Supporting Dealer (Zone 2):**

Interphase Interiors  
2636 North Garfield Road #32  
Traverse City, MI 49686

**Keely Trombly – Interphase Interiors Branch Manager**

[keely@interphaseinc.com](mailto:keely@interphaseinc.com)  
Phone: 231-941-4454  
Fax: 231-941-2252

**2.5. Training**

The Contractor must provide the following 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.

## **2.6. Reporting**

The Contractor must submit to the Program Managers, and the Contract Administrator the following written reports upon request:

Usage Report including possible breakout, agency, ship to location, product and spend

Annual Recycled Content Report

By the second Friday of every December, the vendor must submit a report of recycled content in commodities sold in that calendar year to the contract administrator

## **2.7. Meetings**

The Contractor must attend the following meetings:

Kick-off meeting within 30 calendar days of the Effective Date.

The State may request other meetings as it deems appropriate.

## **3. Staffing**

### **3.1. Contractor Representative**

The Contractor must appoint an account manager for both the manufacturer and dealership support, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

Becky Przedwojewski, CIT  
Sr. Project Manager  
c: 517.281.5826 | f: 616.393.4231 | e: becky.przedwojewski@haworth.com  
One Haworth Center, Holland, MI 49423-9576 USA

### **3.2. Non-Key Personnel**

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.

### **3.3. Customer Service and Technical Support Number**

Haworth's toll free number is 800-426-8562. Customer Service Representatives are available for calls during normal business hours: Monday through Friday from 8am to 5pm EST.

The dealer, DBI's toll free number is 800-968-1324. The State of Michigan dedicated customer service representative is available for calls during normal business hours: Monday through Friday from 8am to 5pm EST.

When providing technical support, the Call Center must resolve the caller's issue within 30 minutes. If the caller's issue cannot be resolved within 2 hours, on-site service must be scheduled. The on-site service must be performed within 48 hours of the time the issue was scheduled for service.

### **3.4. Security**

The Contractor will be subject the following security procedures:

The Contractor and/or sub-contractor's staff may be required to make deliveries to or enter State facilities. All Contractor personnel, including sub-contractor staff, will display State credentials while performing work on State premises.

The Contractor shall ensure background checks and drug testing requirements are met before having employees enter state buildings. The contractor shall ensure background checks and drug testing requirements of Sub-Contractors employees are adhered to as if the workers were under the Contractor's employ when engaged in State projects.

#### **3.4.1 Drug Testing**

The Contractor, and / or it's sub-contractors drug testing policies and processes must include pre-employment, and random or reasonable suspicion testing, must address screening for prospective and current employees, including frequency, must include screening tests and panel thresholds and should specify the length of time drug testing records are retained.

Upon request, Contractor and / or sub-contractors must share drug testing records and/or documentation with DTMB Office of Infrastructure, Security Program Coordinator or designee.

#### **3.4.2 Background Checks**

The Contractor must perform background checks on all employees, subcontractors and subcontractor employees prior to their assignment. Contractor is responsible for all costs associated with processing the background checks. The State, in its sole discretion, may also perform background checks.

The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. The Contractor must demonstrate the worker(s) has no convictions or pending felony charges that are substantially related to the contracted activities or services.

The State reserves the right to request additional background checks at the discretion of State agencies or branches of State government as outlined in the Standard Contract Terms document

Upon request, the Contractor and / or sub-contractor must share background check results and/or documentation with DTMB Office of Infrastructure, Security Program Coordinator or designee.

The DTMB Office of Infrastructure, Security Program Coordinator or designee is the sole contact to view background check or drug testing results on behalf of the State.

### **4. Pricing**

#### **4.1. Price Term**

Catalog List Price will remain static through the entire length of the contract.

Pricing is firm for the entire length of the Contract including percent off discount.

### **5. Ordering**

#### **5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a purchase order. The contractor shall provide a quote for the ordering agency when requested.

#### **5.2 Order Verification**

The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

### **6. Delivery**

#### **6.1. Delivery Programs**

The contractor and dealer will provide standard lead times not to exceed 45 business days and rush lead times not to exceed 12 business days.

In addition, the contract has a quick ship program in the event of a disaster. These situations are handled by the contractors Disaster Response Team. The DRT will assess the needs and coordinate the appropriate recovery options through their vast dealer network and their manufacturing capabilities.

The State has the 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.

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

The State requires that the minimum order for this contract be one (1) chair and that all chairs be delivered completely assembled unless otherwise specified by the state.

### **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 five (5) delivery service options per purchase order to best meet the agency needs.

#### **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.

#### **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.

#### **3. Delivery Only**

All chair deliveries designated on the purchase order as "Delivery Only" will be made by uniformed dealer personnel. Chairs will be received at the dealership warehouse location, transported to the SHIP TO location indicated on the State purchase order, unboxed, placed in the individual stations or designated area, and all packaging will be removed. This delivery option may be desirable for locations without a loading dock/receiving personnel or where chairs are being delivered prior to occupancy.

Please note: "Delivery Only" does not include a brief overview of the chair operations.

**4. 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.

**5. 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.

### **6.2. Packaging and Palletizing**

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

## **7. Acceptance**

### **7.1. Acceptance, Inspection and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities:

- 1) All orders must receive an order acknowledgement by email
- 2) All deliveries must include a packing slip listing the following:
  - a. date;
  - b. purchase order;
  - c. contract number;
  - d. quantity;
  - e. description of the Contract Activities, (i.e. use separate line items for chair, options, and any fitting services)
  - f. end user name and ship to location
- 3) All deliveries must be signed for by either a loading dock personnel or the person listed on the purchase order
- 4) All packages are received free of defects
- 5) Installation will be considered complete when the chair is delivered to the recipient's workstation or intended use area. If chair is being fitting or ergonomically set up, installation will be complete once the chair has been adjusted to the end user appropriately.

## **8. Invoice and Payment**

### **8.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) contract number; (d) quantity; (e) description of the Contract Activities; (f) unit price; (g) shipping cost (if any); and (h) total price.

### **8.2. Payment Methods**

The State will make payment for Contract Activities by electronic funds transfer.

## **9. Additional Requirements**

### **10.1. Environmental and Energy Efficient Products**

The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

### **10.2. Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

The contractor's products do not contain Red List chemicals, including mercury. This is confirmed through their products' certifications to GREENGUARD, GREENGUARD GOLD, and BIFMA.

### **10.3. Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

The contractors seating products do not contain any flame retardants other than what is required by code. The contractor regularly updates and publishes Product Environmental Data (PEDs) on its website (haworth.com).

**Schedule B  
Pricing**

Seating Type	Product Line	Percent (%) Discount Off List Price	Percent (%) Discount Off List Price	Percent (%) Discount Off List Price CAL 133 (If available)	Percent (%) Discount Off List Price CAL 133 (If available)
		Standard Delivery	Rush Ship	Standard Delivery	Rush Ship
HIGHLY ERGONOMIC TASK CHAIRS	Improv H.E.	72.75	67.00	72.75	67.00
MANAGERIAL/EXECUTIVE CHAIRS	Monaco	72.00	67.00	72.00	67.00
FULL OR PART MESH ERGONOMIC TASK CHAIRS	Zody	65.00	59.00	65.00	59.00
FULL OR PART MESH ERGONOMIC TASK CHAIRS	Very Task	63.00	58.00	63.00	58.00
SIDE OR GUEST CHAIRS/TABLES	Improv	72.75	67.00	72.75	67.00
CONFERENCE ROOM CHAIRS	Improv	72.75	67.00	72.75	67.00
ERGONOMIC STOOLS	Improv H.E	72.75	67.00	72.75	67.00
BIG & TALL CHAIRS	Improv H.E XL	72.75	67.00	72.75	67.00
INSTITUTIONAL PUBLIC/LOBBY CHAIRS/TABLES	Hello	53.65	47.00	53.65	47.00
Non-Office Environment Task Chair (I.E DNR Field Office)	Very	63.00	58.00	63.00	58.00

**Zone 1**

Drop Ship	Inside Delivery	Delivery Only	Installation	Chair delivery Instruction	
\$0	\$53.75 for the first 500lbs.	\$15.00	\$35	\$55	1 to 10 Chairs (Per chair)
\$0	\$53.75 for the first 500lbs.	\$15.00	\$30	\$49	11 to 25 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$15.00	\$25	\$44	26 to 50 Chairs (Per chair)

\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$15.00	\$18	\$39	51 to 100 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$15.00	\$15	\$33	101+ Chairs (Per chair)

### Zone 2

Drop Ship	Inside Delivery	Delivery Only	Installation	Chair delivery Instruction	
\$0	\$53.75 for the first 500lbs.	\$50	\$65	\$90	1 to 10 Chairs (Per chair)
\$0	\$53.75 for the first 500lbs.	\$50	\$55	\$80	11 to 25 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$50	\$45	\$75	26 to 50 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$50	\$40	\$70	51 to 100 Chairs (Per chair)
\$0	<i>Please note: Per hundred weight rate over 500lbs will be negotiable.</i>	\$50	\$33	\$60	101+ Chairs (Per chair)

### Optional Services

Chair cleaning	\$15 per chair
Chair Disposal (Recycling)	Very and Zody Lines are no charge All others \$10 Zone 1 \$20 Zone 2