

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 13**  
 to  
**CONTRACT NO. 071B8200189**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Haworth Inc	Phyllis Rietberg	Phyllis.rietberg@haworth.com
One Haworth Center	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Holland MI, 49423	616-393-1083	*****3093

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Clark, James	(517) 284-7937	ClarkJ1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lisa Crozier-Green	(517) 284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: New Open Space Office Furniture			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2008	June 1, 2013	2 - 1 Year	February 1, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
1% 15 Days, Net 30 Days		F.O.B Delivered, Shipped 45 Days, 7 Days and 24 Hour ARO	
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			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Eight Months	October 1, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$54,432,370.00		\$0.00	\$54,432,370.00	
DESCRIPTION: Effective January 31, 2016 this contract is hereby extended EIGHT MONTHS through October 1, 2016. Pricing is revised to August 2008 price list. All other terms, conditions, specifications and pricing remain the same. Per DTMB-RED request, contractor agreement, DTMB-Procurement approval and State Administrative Board approval on January 26, 2016.				

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 12**  
to  
**CONTRACT NO. 071B8200189**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Haworth, Inc. One Haworth Center Holland, MI 49423	Phyllis Rietberg	Phyllis.rietberg@michigan.gov
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 393-1083	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	James Clark	517-241-4495	Clarkj1@michigan.gov
BUYER	DTMB	Lisa Crozier-Green	517-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY:			
<b>DESCRIPTION: New Open Space Office Furniture, Lateral Files, Design and Installation Services – Statewide Contract.</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2008	June 1, 2013	Two 1-Year Options	<b>February 1, 2015</b>
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% 15 Days Net 30 Days	Delivered	45 Days, 7 Days and 24 Hour ARO	Holland, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:			
None			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	One Year	<b>February 1, 2016</b>
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
<b>\$13,000,000.00</b>		<b>\$54,432,370.00</b>		

**EFFECTIVE February 1, 2015** this contract utilizes the final four months of the second option year and is extended an additional eight months and is increased by \$13,000,000.00 for Statewide use. The revised contract end date is February 1, 2016.

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

Per agency request, vendor agreement, DTMB-Procurement approval and State Administrative Board approval on 2/3/2015.

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

**CHANGE NOTICE NO. 11**  
to  
**CONTRACT NO. 071B8200189**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Haworth, Inc. One Haworth Center Holland, MI 49423	Phyllis Rietberg	Phyllis.rietberg@michigan.gov
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 393-1083	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	James Clark	517-241-4495	<a href="mailto:clarkj1@michigan.gov">clarkj1@michigan.gov</a>
BUYER	DTMB	Paula Hurst	517-284-7016	<a href="mailto:hurstp2@michigan.gov">hurstp2@michigan.gov</a>

CONTRACT SUMMARY:							
DESCRIPTION: New Open Space Office Furniture, Lateral Files, Design and Installation Services Statewide Contract							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW				
June 1, 2008	June 1, 2013	2, one year	February 1, 2014				
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM				
1% 15 Days Net 30 Days	Delivered	45 Days, 7 Days & 24 Hour ARO	Holland, MI				
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS				
<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:							
None							
DESCRIPTION OF CHANGE NOTICE:							
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE			
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	February 1, 2015			
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:					
\$0.00		\$41,432,370.00					
Effective February 2, 2014, this Contract utilizes one option year. This option year includes the final four months of the first option year, and the first eight months of the second option year available on this Contract. The new Contract end date is February 1, 2015. In addition, also effective February 2, 2014, pricing on this Contract is INCREASED by 2.6% over current Contract pricing. All other terms, conditions, pricing and specifications remain the same.							
Per agency request, vendor agreement (email from Phil Todd dated January 16, 2014), and DTMB Procurement approval (email from Jeff Brownlee dated January 30, 2014).							

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

**CHANGE NOTICE NO. 10**  
to  
**CONTRACT NO. 071B8200189**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Haworth, Inc. One Haworth Center Holland, MI 49423	Rhonda Hodges	hodges2@michigan.gov
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 719-6172	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	James Clark	517-241-4495	clarkj1@michigan.gov
BUYER	DTMB	Jim Wilson	517-241-1916	<a href="mailto:wilsonj4@michigan.gov">wilsonj4@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: New Open Space Office Furniture, Lateral Files, Design and Installation Services Statewide Contract			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2008	June 1, 2013		December 1, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% 15 Days Net 30 Days	Delivered	45 Days, 7 Days & 24 Hour ARO	Holland, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<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:			
None			

DESCRIPTION OF CHANGE NOTICE:							
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE			
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 months	February 1, 2014			
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:					
\$0.00		\$41,432,370.00					
Effective immediately, this contract utilizes 2 months of the first option year to extend. The new contract end date is February 1, 2014.							
All other terms, conditions, pricing and specifications remain the same.							
Per vendor and agency agreement and DTMB Procurement approval.							

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

October 1, 2013

**CHANGE NOTICE NO. 9**  
to  
**CONTRACT NO. 071B8200189**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Haworth, Inc. One Haworth Center Holland, MI 49423	Rhonda Hodges	hodges2@michigan.gov
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 719-6172	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	James Clark	517-241-4495	clarkj1@michigan.gov
BUYER	DTMB	Jim Wilson	517-241-1916	<a href="mailto:wilsonj4@michigan.gov">wilsonj4@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services Statewide Contract</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2008	June 1, 2013		October 1, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% 15 Days Net 30 Days	Delivered	45 Days, 7 Days & 24 Hour ARO	Holland, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:			
None			

DESCRIPTION OF CHANGE NOTICE:							
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE			
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 months	December 1, 2013			
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:					
\$0.00		\$41,432,370.00					
Effective immediately, this contract utilizes 2 months of the first option year to extend. The new contract end date is December 1, 2013.							
All other terms, conditions, pricing and specifications remain the same.							
Per vendor and agency agreement and DTMB Procurement approval.							

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

July 31, 2013

**CHANGE NOTICE NO. 8**  
to  
**CONTRACT NO. 071B8200189**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Haworth, Inc. One Haworth Center Holland, MI 49423	Rhonda Hodges	hodges2@michigan.gov
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 719-6172	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	James Clark	517-241-4495	clarkj1@michigan.gov
BUYER	DTMB	Jim Wilson	517-241-1916	<a href="mailto:wilsonj4@michigan.gov">wilsonj4@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services Statewide Contract</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2008	June 1, 2013		August 1, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% 15 Days Net 30 Days	Delivered	45 Days, 7 Days & 24 Hour ARO	Holland, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:			
None			

DESCRIPTION OF CHANGE NOTICE:							
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE			
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 months	October 1, 2013			
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:					
\$0.00		\$41,432,370.00					
Effective immediately, this contract utilizes 2 months of the first option year to extend. The new contract end date is October 1, 2013.							
All other terms, conditions, pricing and specifications remain the same.							
Per vendor and agency agreement and DTMB Procurement approval.							

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

June 3, 2013

**CHANGE NOTICE NO. 7**  
to  
**CONTRACT NO. 071B8200189**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Haworth, Inc. One Haworth Center Holland, MI 49423	Rhonda Hodges	hodges2@michigan.gov
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 719-6172	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	James Clark	517-241-4495	clarkj1@michigan.gov
BUYER	DTMB	Jim Wilson	517-241-1916	<a href="mailto:wilsonj4@michigan.gov">wilsonj4@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services Statewide Contract</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2008	June 1, 2013		June 1, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% 15 Days Net 30 Days	Delivered	45 Days, 7 Days & 24 Hour ARO	Holland, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:			
None			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 months	Aug. 1, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$41,432,370.00		
Effective May 24, 2013, this contract utilizes 2 months of the first option year to extend. The new contract end date is August 1, 2013. Please also note that the buyer has been changed to Jim Wilson. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.				

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

**CHANGE NOTICE NO. 071B8200189**

to

**CONTRACT NO. 6**

between

**THE STATE OF MICHIGAN**

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Haworth, Inc.	Rhonda Hodges	hodges2@michigan.gov
One Haworth Center	TELEPHONE	CONTRACTOR #, MAIL CODE
Holland, MI 49423	(517) 719-6172	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	James Clark	517-241-4495	clarkj1@michigan.gov
BUYER	DTMB	Kristen Robel	517-373-7396	robek@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services Statewide Contract</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2008	June 1, 2013		June 1, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% 15 Days Net 30 Days	Delivered	45 Days, 7 Days & 24 Hour ARO	Holland, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:			
None			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$22,232,370.00		\$41,432,370.00		
Effective September 14, 2012, this contract is hereby INCREASED by \$22,323,370.00. All other terms, conditions, pricing and specifications remain the same. Please also note that the buyer has been changed to Kristen Robel. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on September 13, 2012.				



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

February 16, 2012

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B8200189**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Haworth, Inc.</b> <b>One Haworth Center</b> <b>Holland, MI 49423</b>  Email: phil.todd@haworth.com Hodgesr2@michigan.gov	<b>TELEPHONE</b> Rhonda Hodges <b>(517) 719-6172</b> <b>VENDOR NUMBER/MAIL CODE</b>  <b>BUYER/CA</b> (517) 241-2619 <b>Seleana Samuel</b>
<b>Contract Compliance Inspector: James Clark</b> <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services</b> <b>Statewide Contract</b>	
<b>CONTRACT PERIOD: 5 Years</b> From: <b>June 1, 2008</b> Through: <b>June 1, 2013</b>	
<b>TERMS</b> <b>1% 15 days, Net 30 days</b>	<b>SHIPMENT</b> <b>45 Days, 7 Days &amp; 24 Hour ARO</b>
<b>F.O.B.</b> <b>Delivered</b>	<b>SHIPPED FROM</b> <b>Holland, MI</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>There are NO minimum order requirements.</b>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE(S):**

**Effective immediately, the buyer for this contract is hereby CHANGED to Seleana Samuel. All specifications, terms and conditions remain unchanged.**

**AUTHORITY/REASON:**

**Per DTMB Procurement.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$19,200,000.00**

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

September 15, 2010

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B8200189**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Haworth, Inc.</b> <b>One Haworth Center</b> <b>Holland, MI 49423</b>  Email: phil.todd@haworth.com Hodgesr2@michigan.gov	<b>TELEPHONE</b> Rhonda Hodges <b>(517) 719-6172</b> <b>VENDOR NUMBER/MAIL CODE</b>  <b>BUYER/CA</b> (517) 373-1455 <b>Laura Gyorkos</b>
<b>Contract Compliance Inspector: James Clark</b> <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services</b> <b>Statewide Contract</b>	
<b>CONTRACT PERIOD: 5 Years</b> From: <b>June 1, 2008</b> Through: <b>June 1, 2013</b>	
<b>TERMS</b> <b>1% 15 days, Net 30 days</b>	<b>SHIPMENT</b> <b>45 Days, 7 Days &amp; 24 Hour ARO</b>
<b>F.O.B.</b> <b>Delivered</b>	<b>SHIPPED FROM</b> <b>Holland, MI</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>There are NO minimum order requirements.</b>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE(S):**

Effective October 15, 2010, all pricing discounts will be applied to the Haworth 2006 Price List. Any purchase orders dated before October 15, 2010 will be applied against the previous price list established in June of 2005.

This change applies to product only. Labor rates and percentages remain unchanged. All specifications, terms and conditions remain unchanged.

**AUTHORITY/REASON:**

Per DTMB approval and the vendors request.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$19,200,000.00**

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

March 25, 2010

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B8200189**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Haworth, Inc.</b> <b>One Haworth Center</b> <b>Holland, MI 49423</b>  Email: phil.todd@haworth.com Hodgesr2@michigan.gov	<b>TELEPHONE</b> Rhonda Hodges <b>(517) 719-6172</b> <b>VENDOR NUMBER/MAIL CODE</b>  <b>BUYER/CA</b> (517) 373-1455 <b>Laura Gyorkos</b>
<b>Contract Compliance Inspector: James Clark</b> <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services</b> <b>Statewide Contract</b>	
<b>CONTRACT PERIOD: 5 Years</b> From: <b>June 1, 2008</b> Through: <b>June 1, 2013</b>	
<b>TERMS</b> <b>1% 15 days, Net 30 days</b>	<b>SHIPMENT</b> <b>45 Days, 7 Days &amp; 24 Hour ARO</b>
<b>F.O.B.</b> <b>Delivered</b>	<b>SHIPPED FROM</b> <b>Holland, MI</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>There are NO minimum order requirements.</b>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE(S):**

**Effective immediately this Contract is hereby INCREASED \$4,200,000.00**

**In addition, effective immediately, if purchase orders are issued using American Reinvestment and Recovery Act (ARRA) funds, the following terms and conditions shall apply and hereby ADDED to the Contract:**

**Article 6 - See attached terms and conditions.**

**All other prices, specifications, terms and conditions remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB purchasing Operations and Administrative Board approval dated March 16, 2010.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$19,200,000.00**

**Article 6**

**SOLICITATION & AWARD TERMS FOR ASSISTANCE AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5**

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## **6.001 Definitions**

### *Definitions:*

ARRA means the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

### **6.010 Reporting & Registration Requirements (Section 1512)**

These reporting requirements are a material obligation of the Contract. Contractor's failure to comply may be a material basis for termination under Section 2.150, Termination by the State.

On July 1, October 1, January 1, and April 1, Contractor must provide the following information to the State:

- (A) The name of the project or activity;
- (B) A description of the project or activity;
- (C) An evaluation of the completion status of the project or activity;
- (D) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- (E) Detailed information on any subcontracts awarded by Contractor to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282), as prescribed by the Director of OMB as follows:

For all subcontracts that meet any of the following qualifications, Contractor must provide the total number and total monetary amount of subcontracts:

- (1) valued at less than \$25,000;
- (2) awarded to an individual; or
- (3) awarded to an entity other than an individual which had less than \$300,000 in gross income in the previous tax year.

For all other subcontracts, Contractor must provide:

- (1) Subcontractor identifying information:
  - (a) Subcontractor's nine digit Data Universal Numbering System (DUNS) number; or
  - (b) U.S. Central Contractor Registration plus 4 extended DUNS number.
- (2) Award number or other identifying number assigned by Contractor.
- (3) Subcontractor's Legal Name as registered in the U.S. Central Contractor Registry.
- (4) Subcontractor's location, including:
  - (a) Physical location as listed in the Central Contractor Registry; and
  - (b) United States Congressional District (format of MI-002 where the Michigan 2<sup>nd</sup> Congressional District is the location).
- (5) Subcontractor's entity type (choose one):
  - (a) State government
  - (b) County government
  - (c) City or Township government
  - (d) Regional organization
  - (e) Independent School District
  - (f) Public/State-controlled institution of higher education

- (g) Federally recognized Indian/Native American Tribal government
  - (h) Non-Federally recognized Indian/Native American Tribal government
  - (i) Indian/Native American Tribally designated organization
  - (j) Non-profit with 501(c)(3) IRS status (not institution of higher education)
  - (k) Non-profit without 501(c)(3) IRS status (not institution of higher education)
  - (l) Private institution of higher education
  - (m) Individual
  - (n) For-Profit organization (not small business)
  - (o) Small business
  - (p) Hispanic-serving institution
  - (q) Historically Black Colleges and Universities (HBCUs)
  - (r) Tribally Controlled Colleges and Universities (TCCUs)
  - (s) Alaska Native and Native Hawaiian serving institutions
  - (t) Non-domestic (non-US) entity
  - (u) Other
- (6) Cumulative amount of cash disbursed to subcontractor as of reporting period end date.
  - (7) Total amount of cash to be disbursed by the end of the subcontract.
  - (8) Date that the subcontract was awarded.
  - (9) Date that the subcontractor's contract is scheduled to be completed.
  - (10) Primary performance location.
  - (11) The names and Total Compensation of the 5 most highly compensated officers of the entity if the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, and the subcontractor in the preceding Federal fiscal year received:
    - (a) 80 percent of more of its annual gross revenues from Federal awards; and
    - (b) \$25,000,000 or more in annual gross revenues from Federal awards.

For the purposes of this provision, "Total Compensation" means the cash and non-cash dollar value earned by the executive during the subcontractor's past fiscal year, including the following:

- (a) Salary and bonus.
- (b) Awards of stock, stock options, stock appreciation rights. Use the dollar value used for financial statement reporting purposes with respect to the fiscal year.
- (c) Earnings for services under non-equity incentive plans. Do not include group life, health, hospitalization, medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (e) Above-market earnings on deferred compensation which are not qualified.
- (f) Other compensation, including severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.00.

#### **6.020 Buy American Requirement (Section 1605)**

Definitions as used in this section:

- (A) *Designated Country* means:
  - (1) a World Trade Organization Government Procurement Agreement country: Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany,

Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom; or  
(2) a Free Trade Agreement (FTA) country: Australia, Chile, and Singapore.

(B) *Designated Country Good* is iron, Steel, or a Manufactured Good (other than construction-grade steel, motor vehicles, and coal) that:

- (1) is wholly the growth, product or manufacture of a Designated Country; or
- (2) in the case of a Manufactured Good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different Manufactured Good distinct from the materials from which it was transformed.

(C) *Domestic Good* is iron, Steel, or a Manufactured Good that:

- (1) is wholly the growth, product or manufacture of the United States; or
- (2) in the case of a Manufactured Good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different Manufactured Good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in Manufactured Goods or products, as long as the manufacture of goods occurs in the United States.

(D) *Federal Agency* means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA which finances the project described in this RFP.

(E) *Foreign Good* is iron, Steel, or a Manufactured Good that is not a Domestic or Designated Country Good.

(F) *Manufactured Good* means a good brought to the construction site for incorporation into the building or work that has been--

- (1) processed into a specific form and shape; or
- (2) combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(G) *Public Building* and *Public Work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(H) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(I) *United States* means the 50 States, the District of Columbia, and outlying areas.

#### I. Required use of Domestic Goods

(A) Under ARRA section 1605, only Domestic Goods will be used in the construction, alteration, maintenance, or repair of a Public Building or Public Work, unless an exception applies. This requirement does not apply to the Domestic Goods listed:

None

(B) A Contractor requesting a determination regarding the inapplicability of ARRA section 1605 must submit the request to the Federal Agency with adequate time to allow a determination. A Contractor must provide a copy of this request to the DMB Buyer. The Federal Agency is the sole entity authorized to make determinations regarding the inapplicability of ARRA section 1605.

(C) The Federal Agency may except other iron, Steel, or Manufactured Goods (other than construction-grade steel, motor vehicles, and coal) if it determines that:

- (1) the cost of Domestic Goods would be unreasonable. The cost of Domestic Goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (2) the iron, Steel, or Manufactured Good (other than construction-grade steel, motor vehicles, and coal) is not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) the application of ARRA section 1605 would be inconsistent with the public interest.

(D) Regardless of the status of any determination request, any Contractor that requests to use non-Domestic Goods must include in its determination request:

- (1) a description of the iron, Steel, or Manufactured Goods;
- (2) unit of measure;
- (3) quantity;
- (4) cost;
- (5) time of delivery or availability;
- (6) location of the construction project;
- (7) name and address of the proposed supplier; and
- (8) a detailed justification of the reason for use of non-Domestic Goods.

(E) If the Contractor proposes the use of non-Domestic Goods, the Contractor must submit an alternate proposal based on the use of equivalent Domestic Goods. If an alternate proposal is submitted, the Contractor must submit a separate cost comparison table similar to the DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON table.

(F) A request based on the unreasonable cost of a Domestic Good must include a survey of suppliers and a completed cost comparison table listed below for each item. The Contractor must list the name, address, telephone number, e-mail address, and contact person for each supplier surveyed. The Contractor must also attach a copy of each supplier's response; if the response is oral, the Contractor must attach a summary. The Contractor may include other supporting information.

#### DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON

Description of Goods	Unit of measure	Quantity	Cost (dollars)*
Item 1: Domestic Goods.....			
non-Domestic Goods.....			
Item 2: Domestic Goods.....			
non-Domestic Goods.....			

*\*Include all delivery costs to the construction site.*

(G) If the Federal Agency denies an exception requested under ARRA section 1605, the State will pursue the Contractor's proposal based on the use of Domestic Goods.



(H) Any request under subsection (b) submitted must explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the contract was awarded. If the Contractor does not submit a satisfactory explanation, the Federal Agency does not need to make a determination.

(I) If the Federal Agency determines after the contract award that an exception to ARRA section 1605 or the Buy American Act applies, and the agency and the Contractor negotiate adequate consideration, the agency will modify the contract to allow use of the non-Domestic Goods. However, when the basis for the exception is the unreasonable cost of a Domestic Good, adequate consideration must not be less than the differential established in the DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON table.

(J) ARRA section 1605 does not apply to equipment or tools which are not incorporated into the building or work.

#### **6.030 Prevailing Wages**

Under ARRA section 1606, wages paid to all laborers and mechanics employed by the Contractor and each subcontractor on projects funded in whole or in part with funds available under ARRA must not be less than prevailing wages on projects of a similar character in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>. This provision supersedes section 2.204, Wage Rate Requirements.

#### **6.040 Inspection & Audit of Records**

In addition to the requirements of Article 2:

(A) Contractor must permit both the United States Comptroller General or its representative and the United States Inspector General or its representative to:

- (1) examine any records that directly pertain to, or involve transactions relating to, this contract; and
- (2) interview any officer or employee of the Contractor or any of its subcontractors, regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

(B) This provision must be included in all subcontracts.

(C) Failure to comply with subsection (a) or (b) is considered a material breach and may result in the termination of the Contract.

#### **6.050 Whistle Blower Protection for Recipients of Funds**

Contractor must post notice of an employee's rights and remedies for whistleblower protections under ARRA section 1553. Contractor must include this section in all subcontracts.

#### **6.060 Funding of Programs**

Under 2009 PA 7, Section 209, this Contract is supported with temporary federal funds made available by the ARRA. The programs supported with the temporary federal funds will not be continued with state financed appropriations once the temporary federal funds are expended.

**6.070 Fixed Price- Competitively Bid**

Contractor must, to the maximum extent possible, award subcontracts as fixed-price contracts through competitive bid procedures.

**6.080 Reserved**

**6.090 Publication**

Contractor must identify projects supported by the ARRA by including the appropriate emblems as the State may require.

**6.100 Reserved**

**6.110 Non- Discrimination**

In addition to the requirements of Article 2, Contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance.

**6.120 Prohibition on Use of Funds**

Funds paid to the Contractor must not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**6.130 False Claims Act**

Contractor must promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. 3729, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving the ARRA.

**6.140 Reserved**

**6.150 Job Opportunity Posting Requirements**

Contractor shall post notice of job opportunities funded by this Contract in the Michigan Talent Bank, [www.michworks.org/mtb](http://www.michworks.org/mtb).

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

February 2, 2010

CHANGE NOTICE NO. 2  
TO  
CONTRACT NO. 071B8200189  
between  
THE STATE OF MICHIGAN  
and

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Haworth, Inc.</b> <b>One Haworth Center</b> <b>Holland, MI 49423</b>  Email: phil.todd@haworth.com Hodgesr2@michigan.gov	<b>TELEPHONE</b> Rhonda Hodges <b>(517) 719-6172</b> <b>VENDOR NUMBER/MAIL CODE</b>  <b>BUYER/CA</b> (517) 373-1455 <b>Laura Gyorkos</b>
<b>Contract Compliance Inspector: James Clark</b> <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services</b> <b>Statewide Contract</b>	
<b>CONTRACT PERIOD: 5 Years</b> From: <b>June 1, 2008</b> Through: <b>June 1, 2013</b>	
<b>TERMS</b> <b>1% 15 days, Net 30 days</b>	<b>SHIPMENT</b> <b>45 Days, 7 Days &amp; 24 Hour ARO</b>
<b>F.O.B.</b> <b>Delivered</b>	<b>SHIPPED FROM</b> <b>Holland, MI</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>There are NO minimum order requirements.</b>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE(S):**

**Effective immediately this Contract is hereby INCREASED \$5,300,000.00.**

**All other prices, specifications, terms and conditions remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB purchasing Operations and Administrative Board approval dated  
January 19, 2010.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$15,000,000.00**

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

November 18, 2009

CHANGE NOTICE NO. 1  
TO  
CONTRACT NO. 071B8200189  
between  
THE STATE OF MICHIGAN  
and

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Haworth, Inc.</b> <b>One Haworth Center</b> <b>Holland, MI 49423</b>  Email: phil.todd@haworth.com Hodgesr2@michigan.gov	<b>TELEPHONE</b> Rhonda Hodges <b>(517) 719-6172</b>
	<b>VENDOR NUMBER/MAIL CODE</b>
	<b>BUYER/CA</b> (517) 373-1455 <b>Laura Gyorkos</b>
<b>Contract Compliance Inspector: James Clark</b> <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services</b> <b>Statewide Contract</b>	
<b>CONTRACT PERIOD: 5 Years</b> From: <b>June 1, 2008</b> Through: <b>June 1, 2013</b>	
<b>TERMS</b> <b>1% 15 days, Net 30 days</b>	<b>SHIPMENT</b> <b>45 Days, 7 Days &amp; 24 Hour ARO</b>
<b>F.O.B.</b> <b>Delivered</b>	<b>SHIPPED FROM</b> <b>Holland, MI</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>There are NO minimum order requirements.</b>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE(S):**

**Effective immediately this Contract is hereby INCREASED \$1,700,000.00.**

**All other prices, specifications, terms and conditions remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB purchasing Operations and Administrative Board approval dated  
November 7, 2009.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$9,700,000.00**

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

June 11, 2008

NOTICE  
OF  
CONTRACT NO. 071B8200189  
between  
THE STATE OF MICHIGAN  
and

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Haworth, Inc.</b> <b>One Haworth Center</b> <b>Holland, MI 49423</b>  Email: phil.todd@haworth.com Hodgesr2@michigan.gov	<b>TELEPHONE</b> Rhonda Hodges <b>(517) 719-6172</b>
	<b>VENDOR NUMBER/MAIL CODE</b>
	<b>BUYER/CA</b> (517) 373-1455 <b>Laura Gyorkos</b>
<b>Contract Compliance Inspector: James Clark</b> <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services</b> <b>Statewide Contract</b>	
<b>CONTRACT PERIOD: 5 Years</b> From: <b>June 1, 2008</b> Through: <b>June 1, 2013</b>	
<b>TERMS</b> <b>1% 15 days, Net 30 days</b>	<b>SHIPMENT</b> <b>45 Days, 7 Days &amp; 24 Hour ARO</b>
<b>F.O.B.</b> <b>Delivered</b>	<b>SHIPPED FROM</b> <b>Holland, MI</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>There are NO minimum order requirements.</b>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

The terms and conditions of this Contract are those of ITB #07116200035, this Contract Agreement and the vendor's quote dated January 4, 2006. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

**Estimated Contract Value: \$8,000,000.00**

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

CONTRACT NO. 071B8200189  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Haworth, Inc. One Haworth Center Holland, MI 49423</b>  Email: phil.todd@haworth.com Hodgesr2@michigan.gov		TELEPHONE Rhonda Hodges <b>(517) 719-6172</b> VENDOR NUMBER/MAIL CODE  BUYER/CA (517) 373-1455 <b>Laura Gyorkos</b>
Contract Compliance Inspector: <b>James Clark</b> <b>New Open Space Office Furniture, Lateral Files, Design and Installation Services</b> <b>Statewide Contract</b>		
CONTRACT PERIOD: <b>5 Years</b> From: <b>June 1, 2008</b> Through: <b>June 1, 2013</b>		
TERMS <b>1% 15 days, Net 30 days</b>	SHIPMENT <b>45 Days, 7 Days &amp; 24 Hour ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Holland, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>There are NO minimum order requirements.</b>		
<b>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT</b>  The terms and conditions of this Contract are those of ITB #07116200035, this Contract Agreement and the vendor's quote dated <b>January 4, 2006</b> . In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.  Estimated Contract Value: <b>\$8,000,000.00</b>		

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. **07116200035**. Orders for delivery will be issued directly by State agencies through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:		FOR THE STATE:	
<b>Haworth, Inc.</b> Firm Name		Signature	
X:	Date	<b>Anthony Des Chenes, Division Director</b>	
<b>Richard G. Haworth, Chairman</b>		Name/Title	
		<b>Commodities Division, Purchasing Operations</b>	
		Division	
X:	Date:		
<b>Phillip B. Todd</b> Authorized Agent Signature(s)		Date	



**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Purchasing Operations**

**Contract #071B8200189**

New Open Space Office Furniture, Lateral Files,  
Design and Installation Services

Buyer Name: Laura Gyorkos  
Telephone Number: (517) 373-1455  
E-Mail Address: gyorkosl@michigan.gov

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Items marked “RESERVED” do not apply to this contract.

#### **ATTACHMENTS:**

##### **Appendix A: Specifications**

New Open Space Office Furniture Product Specifications (5 pages)  
New Open Space Office Furniture Design Services Specifications (5 pages)  
New Open Space Office Furniture Installation Specifications (6 pages)  
New Lateral File Specifications (3 pages)

##### **Appendix B: New Open Space Furniture Product Lines by Category**

##### **Appendix C: Pricing Sheets**

New Open Space Office Furniture – Bid by Category  
New Open Space Office Furniture – Single Award Discount  
New Open Space Office Furniture Item Listing for Workstation Cluster (2 pages)  
New Open Space Office Furniture Design Services Information Sheet (2 pages)  
New Open Space Office Furniture Installation Services Information Sheet (3 pages)  
Time Studies  
Design Calculation Sheet  
Installation Calculation Sheet  
New Lateral File Pricing Sheet  
New Lateral File Cabinets Item Listing (2 pages)  
Additional Information Sheet

##### **Appendix D: State of Michigan – Agency Procurement List**

##### **Appendix E: State of Michigan Zone Map**

##### **Appendix F: Six (6) Workstation Cluster**

##### **Appendix G: Requirements of Michigan Public Act 166 of 1965, Prevailing Wages on State Projects**

##### **Appendix H: Overtime Provisions for Michigan Prevailing Wage Rate Schedule and Information on Fringe Benefits**

##### **Appendix I: Official Prevailing Wage Rates**

– Carpenter  
– Electrician  
– Laborer

##### **Appendix J: Haworth Order Fulfillment Process**

##### **Appendix K: Haworth’s Standard and Express (Rush) Delivery Timeframes**

##### **Appendix L: Critical Path Timeline**

**Appendix M: Material Safety Data Sheet**

**Appendix N: Haworth's LEED Program**

**Appendix O: Haworth Warranty**

**Appendix P: Questions and Answers to Haworth**



## **ARTICLE 1 – STATEMENT OF WORK (SOW)**

### **1.0 Introduction**

#### **1.001 DEFINING DOCUMENT**

This is a contract. This is a formal agreement between the prime contractor and the State of Michigan. This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

#### **1.002 PROJECT TITLE AND DESCRIPTION**

The purpose of this contract is for the purchase of New Open Space Furniture, Lateral Files and related services as defined within the contract. Article 1 is designed to provide the contractor with information on requirements associated with this agreement.

#### **1.003 PROJECT CONTROL**

##### Project Control

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

#### **1.004 COMMENCEMENT OF WORK**

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Contract administrator. Contractor shall not proceed with performance of the work to be done under this "Contract Agreement" until they receive a formal executed Purchase Order, including the purchase of necessary materials.

### **1.1 Product Quality**

#### **1.101 SPECIFICATIONS**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the attached specifications.

The following specifications are attached:

New Open Space Office Furniture Specifications  
New Lateral File Specifications  
Design Service Specifications  
Installation Service Specifications

Products offered **MUST** meet these specifications and any industry standards referenced in the specifications. If portions of the referenced standards conflict with the State of Michigan specifications, the State of Michigan specifications prevail and take precedence.

Haworth is offering its full family of products across, and within, several standard product lines:

- Unigroup Systems
- Places Systems
- Premise Systems
- Adaptable Components
- Vancouver
- 950 Series Files
- X Series Files
- V Series Files
- Places wood Case goods
- Places Wood Systems / Components
- Kinetics / Tactics Tables



Haworth has additional products and architectural interiors that are available to the State of Michigan upon request. For example, Haworth has several solutions for floor-to-ceiling applications, and could extend an "Office-in-a-Week" program.

The contractor may be required to submit laboratory test reports (certified in-house or independent laboratories) verifying that the products offered meet all industry standards referenced in the attached specification. The State of Michigan reserves the right to require copies of the actual test reports during the contract period.

Haworth maintains an in-house UL and ISO 9000 certified test laboratory. Additionally, Haworth will use independent labs for fire rating and acoustics tests and will supply results as required.

#### **1.102 RESEARCH AND DEVELOPMENT**

Haworth, a privately held company, reinvests most of its profits into research and development for long-range product enhancements and new introductions.

#### **1.103 QUALITY ASSURANCE PROGRAM**

Haworth's Total Customer Satisfaction Quality Systems monitor improvement at all levels: supplier, dealer, material, engineering, manufacturing, and internal processes and procedures. Haworth utilizes several different Total Quality Management (TQM) programs and tools to measure and gauge progress and refine goals.

The following are some other examples of the processes used to evaluate and improve quality.

##### **Customer Satisfaction Measurement**

- Independent market research firms have been used frequently to conduct Customer, Dealer and Competitive satisfaction surveys. This Industry Research is used to measure Haworth against the industry.
- Satisfaction Research is conducted by Haworth via the Internet, and very specific areas are subject to review.
- The Customer Service Index is a complex rating system used internally. Different aspects of the company are scrutinized, a multiplier applied and the index generated.

##### **Project Completion Surveys**

Haworth's Project Completion Survey process provides for ongoing measurements of customer satisfaction in the products and services that Haworth provides. Customers surveyed are end users, A & D firms and dealers.

##### ***Closed-Loop Quality Assurance Program***

Haworth assures that the State will receive quality products and services because their TCS monitors not only internal quality processes, but also the quality of the company's suppliers, the quality of the company's dealerships, and the quality of their internal programs and services the State receives. Haworth then "closes-the-loop" by measuring customer satisfaction through Project Completion Surveys and their annual Customer Satisfaction Survey.



## 1.104 WARRANTY

All New Open Space Office Furniture to be considered for use by the State of Michigan shall include the following minimum warranty requirements. All warranties MUST also include labor costs. Warranty work can be performed either on-site or at an off-site location (the manufacturer or authorized distributor's facility), whichever is most economical and would provide for the fastest response (turn-around time). Warranty work shall be performed by a manufacturer certified crew.

All Products, including Parts and Workmanship – minimum of 10 years.  
Operational Mechanisms and Electrical Components – minimum of 5 years.  
Fabric and Laminate -- minimum of 3 years.

### **Haworth Warranty**

Please refer to the Warranty included in Appendix O.

### **Service Requests**

Haworth's Dealer, DBI will accept warranty service requests via phone, fax, email or mail. State agencies can contact the Dealer customer service representatives to provide information such as original purchase order number, part number, and description of the problem.

Upon notification, a service order is generated and the Dealer Service Coordinator schedules a service call within 48 hours. The agency representative is notified of the appointment by phone, fax, or email.

Service calls are a priority, and are expedited as necessary. Haworth Dealers have certified service techs, and every attempt is made to repair the item on site.

If an item cannot be repaired on site, the parts necessary to repair it will be expedited through the order process. If it is feasible to take the item off site, the repair process will take place at the Dealership.

If the item in need of repair is necessary to maintain the structural integrity of an office or item, every attempt will be made to find a safe, temporary replacement or solution until the warranted item is received.

### **Haworth's Non-Obsolescence Policy**

Haworth will make a good faith effort to maintain product compatibility within their various product lines to provide the State with a totally cohesive office environment. This will allow the ability to integrate different product generations into a flexible workspace plan. Haworth commits to provide the State with products of equal or similar appearance and operational characteristics in terms of form, fit and function for the period of ten (10) years from the date of any new product purchase. Haworth surface materials (fabrics/finishes etc.) must be updated periodically to maintain the market appeal of their products and respond to the demands and changing preferences of their customers. As a result, some fabrics and finishes are periodically discontinued. The Haworth surface material and color policy is as follows:

- A. Haworth will notify all dealers that a color way, textile or finish is to be discontinued from the product line.
- B. The fabric or finish will be available for the period of one (1) year from the date of the obsolescence announcement.
- C. Haworth cannot guarantee standard lead-times or availability for discontinued fabrics and finishes after one (1) year from the obsolescence announcement date. Some availability will be solely dependent upon the Original Equipment Manufacturer (O.E.M.) of the surface materials.



- D. Assuming that the fabric or finish is available from the O.E.M. supplier, Haworth will make every effort to support a discontinued surface material for a period of three (3) years after the final obsolescence date for existing users as follows:
- For the first two (2) years from the purchase date, fabric will be supplied at standard times and standard pricing. Finishes will be supported in the same fashion for three (3) full years.
  - In the third year, fabrics will have a minimum yardage requirement of 500 yards, lead times may be extended in most cases and a 5% upcharge will be applied to the product. Any excess yardage will be shipped and billed to the State at the prices published in the Haworth Service Parts price list.
- E. All product orders for existing customers that include discontinued surface materials will be subject to the above terms and conditions. No new customer orders will be accepted for any discontinued surface materials.

#### 1.105 RECYCLING/ENVIRONMENTAL AWARENESS

Haworth's materials recovery program recycles more than 30 million pounds of would-be waste each year.

Haworth uses the ISO 14001 global standard to ensure that they maintain top environmental practices. Haworth has achieved ISO 14001 registration for their Allegan, Ludington and Big Rapids plants in Michigan, their Jonesboro plant in Arkansas, and their Ahlen and Berlin facilities in Germany. Haworth's goal is to eliminate hazardous waste, air pollutants and formaldehyde from their processes and products.

Haworth's Environmental Policy & Goals Include:

- Continuous improvement in environmental performance
- Commitment to regulatory compliance
- Identification and minimization of environmental aspects of processes and products
- Providing environmental awareness training to all members (employees)
- Communication of environmental programs

Many of Haworth's environmental efforts involve the office furniture products themselves. Building highly durable products with extensive warranties is one of the primary ways to save natural resources. By being able to reconfigure office furniture systems as office layout changes are needed, the State can use a product for years, if not decades. Used furniture can be refurbished with new colors etc. through a national network of dealers and independent vendors who have committed to maintaining Haworth's quality standards.

Haworth is also systematically eliminating formaldehyde from product components and is actively investigating alternatives for the future. For example, work surfaces have been produced from a flax-based core material and panel fabrics of 100%-recycled polyester have been used.

Some of Haworth's environmental activities involve local greenspace preservation. Many efforts involve manufacturing plant operations.



### Recycled Content in Products

The following chart indicates the percentage of recycled materials contained in the Unigroup and Places systems furniture components.

Places/Unigroup Components - Recycled Content	
1) 2-High Lateral File	63.40%
2) 36"x64" Straight Fabric Panel	55.10%
3) 36" Flipper Door	60.20%
4) 36"x24" Work Surface	28.50%
5) 36"x11" Tackboard	29.20%
6) 36" Shelf	73.70%
7) 36"x66" Straight Fabric Panel	56.90%
8) 64" Curved Finish Post	28.80%
9) 36" Low Shelf	71%

### Mercury Content in Products

Most fluorescent lamps contain some mercury. Haworth recycles lamp wastes to recover reusable materials, and to eliminate mercury releases into the environment. A newly developed tasklight is now available for use on all systems, case goods, and counters that is **mercury free**.

### Packing Materials

Most packing materials on products shipped directly to a job site or Dealer warehouse are collected and recycled. These materials include Styrofoam, corrugated cardboard, and skids.

Refer to Appendix N for information on Haworth's LEED Program





## **1.106 CHANGES TO NEW OPEN SPACE OFFICE FURNITURE**

Purchasing Operations shall be notified immediately of any manufacturing and/or engineering changes to the New Open Space Office Furniture and Lateral Files throughout the entire length of the Contract. The State reserves the right to reject the changes and require that the Contractor continue to provide the original furniture approved by the State. (Please note that the State will reject changes to the furniture ONLY if it feels that the changes have in some way decreased the quality and acceptability of the furniture, or have caused the furniture to no longer be in compliance with State of Michigan specifications, or have caused the furniture to no longer be compatible with the existing version of the furniture already installed.)

## **1.107 STATE ESTABLISHED STANDARDS**

In an effort to manage the State's modular furniture more efficiently, the Department of Management and Budget, Design and Construction has established standard product lines, fabrics, trims and finishes for use by State agencies when requesting the purchase of new furniture.

Please refer to Appendix K for specific fabrics and finishes.

## **1.2 Service Capabilities**

### **1.201 CUSTOMER SERVICE/ORDERING**

The contractor shall have the capacity to receive orders electronically, by e-mail or facsimile with an attached purchase order. Phone or Procurement card orders will not be accepted. Contractor shall have internal controls, approved by Purchasing Operations, to ensure that authorized individuals with the State place orders.

DBI utilizes online dealership order entry, including immediate feedback on accuracy and lead times with Haworth's Orderline. In addition, up-to-the-minute order information, product availability, pricing and shipping reports are all accessible to the dealers online with Haworth's Sourceline.

Haworth's preferred dealerships, DBI Business Interiors and Interphase, Traverse City, will accept purchase orders by fax, mail or email with purchase orders attached in a PDF format.

Upon acceptance by the State, and receipt of a Purchase Order by the dealer, the order is processed. Lead times for orders begin when Haworth receives an accurate purchase order.

Haworth Preferred Dealers will ensure that all orders are placed by authorized individuals within the State by utilizing the provided link in Appendix D that lists current procurement staff. This list will be used by the Dealers and by Haworth Order Services.

Haworth Preferred Dealers will be responsible for the accuracy of dealer-designed and specified orders. In cases where the State agency is developing and submitting the order without the assistance of a Haworth Preferred Dealer, Haworth will be unable to verify the order or be responsible for the cost for parts, excessive or lacking. However, the dealer customer service representative will contact the agency for any orders submitted that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have an experienced representative make timely, personal visits to State accounts. The Contractor's customer service department must respond to State agency inquiries within one business day. The Contractor shall provide a statewide toll-free number for customer service calls.



Dealer customer service representatives are committed to responding quickly to customer requests or inquiries by returning phone calls or emails within 24 hours. Appointments for personal and on-site visits can be requested and scheduled through the Haworth Account Manager.

**For Product, Pricing, Orders and Post Order Inquiries**

**Marie Broxholm, Customer Service Coordinator**

**(South of M-55)**

**DBI Business Interiors**

912 E. Michigan Ave.

Lansing, Michigan 48912

Phone: (517) 485-3200 or

1-(800) 968-1324

Fax: (517) 485-6218

Contact: **Marie Broxholm**

Customer Service Coordinator- State of Michigan

[Marie.broxholm@dbiyes.com](mailto:Marie.broxholm@dbiyes.com)

**Janelle Schillinger, Interior Designer / Project Manager**

**(North of M-55)**

**Interphase, Inc. of Traverse City**

2636 Garfield Road, North Suite 32

Traverse City, Michigan

Phone: (231) 941-4454

Fax: (231) 941-2252

Contact: **Janelle Schillinger**

Interior Designer / Project Manager – State of Michigan

[janelle@interphaseinc.com](mailto:janelle@interphaseinc.com)


**For Contract Matters, Projects, MiDEAL Inquiries**

**Rhonda Hodges, Haworth Account Manager (Key Personnel)\***

**Located at:**

**DBI Business Interiors (Haworth's Primary Dealer)**

912 East Michigan Avenue

Lansing, Michigan 48912

Ph: (517) 719-6172

Fax: (517) 485-6218

[Hodgesr2@michigan.gov](mailto:Hodgesr2@michigan.gov)

**Or (For ID Mail)**

Stevens T. Mason Building

2nd Floor

P.O. BOX 30026

Lansing, Michigan 48909

**For Reconfigurations and Project Planning**

**Larry Johnson, DBI- Account Manager**

**DBI Business Interiors**

912 E. Michigan Ave.

Lansing, Michigan 48912

Phone: (517) 290-1643

Fax: (517) 485-6218

[Larry.johnson@dbiyes.com](mailto:Larry.johnson@dbiyes.com)

## **FURNITURE ACQUISITION PROCESS**

1. The State agency should contact their facility manager for any changes or additions to furniture needs.
2. The State agency should follow DMB, Facilities' process for Space Requests that involve a furniture request.
3. The State agency should follow Purchasing Operations' process by submitting a Purchase Request Form including all the relevant information such as drawings and SIF Files.
4. A technical review is conducted by DMB and the request is either approved or rejected. Additional information may be requested from the agency in order to complete the technical review.
5. If the request is approved, funds are allocated on the contract in MAIN for that agency only. The agency is then directed to issue their purchase order.
6. Purchase orders shall be issued to Haworth c/o DBI Business Interiors, Mailcode (009), at the following contact information:

**Haworth c/o DBI Business Interiors**

912 E. Michigan Ave.

Lansing, Michigan 48912

Phone: (517) 485-3200 or

1-(800) 968-1324

Fax: (517) 485-6218

Contact: **Marie Broxholm**

Customer Service Coordinator- State of Michigan

[Marie.broxholm@dbiyes.com](mailto:Marie.broxholm@dbiyes.com)

Agencies should also use this contact information for questions regarding existing purchase orders.

7. Order Fulfillment: Haworth Dealers work in tandem daily with Haworth's Order Services department, located at Haworth's corporate offices, to assure that all pre-ordering, order placement, order acknowledgment, special requests, shipment, and delivery activities are implemented correctly and on time.

Orders are transmitted to Haworth where they are validated, priced, scheduled to be manufactured, and acknowledged to the dealer. Upon manufacturing completion, orders are scheduled for assigned deliveries via close coordination with dealer project managers, which ensures coordinated installations.

Given the complexity and quantity of potential State orders at any given time, processes have been developed and implemented at the corporate level, as well as at the dealership level, to ensure that information about a particular project is communicated completely and effectively. Much like Haworth, the Dealerships also have developed and documented processes to follow State orders, ultimately to ensure successful project completion.

A mandatory Project Information Cover Sheet, developed by DBI Business Interiors, travels on a project folder from one department to the next in the order which tasks are completed. This form contains all pertinent information about a project, including contact name and number, job location, and project number. Also evident is the Haworth order information, including ship date, and any special instructions from each department. This assists in tracking a project from beginning to end.

**1.202 DEALERSHIP SUPPORT**

The State has various size projects occurring simultaneously on a daily basis. The State has hundreds of potential locations throughout both the Upper and Lower Peninsulas that may need to purchase products and services from this Contract. The State requires a single point of contact for dealership network support. The State expects the Contractor to identify one single point of contact that represents their primary dealer network. The primary dealer's responsibilities include coordination and completion of design and installation projects. The primary dealer is responsible for determining delegation of work by utilizing their dealership network in order to complete the project by the specified timelines.

**The key person coordinating Haworth's service effort is the Haworth State of Michigan Account Manager, Rhonda Hodges. Rhonda is dedicated solely to the management of all activities for any personnel involved in servicing the State's locations.**

To best serve the State, Haworth has assigned a team of specialized service professionals within their Managing Dealer and their Order Services department specifically to the State. This team is responsible for all order fulfillment coordination performed by Haworth including:

- Pre-order review
- Forecasting coordination with dealers
- Ordering and acknowledgment of all orders



- Handling and expediting special service requests
- Project management support with dealers
- Post delivery and installation support
- Invoice and Order Reconciliation

The State team consists specifically of a dedicated, experienced customer service professional at Haworth Center, as well as both administrative and management professionals providing specialized functions, such as order processing or problem resolution, if required.

Haworth Dealer interior designers, CAD specialists, project coordinators, installers, and customer service representatives are also instrumental in successfully processing orders and resolving order issues.

Design, installation, and project management services will be coordinated through **two** of the Preferred Dealerships.

1. **DBI Business Interiors** in Lansing,  
**(Haworth's Lead and Managing Dealer)**

912 E. Michigan Ave.  
Lansing, Michigan 48912  
Phone: (517) 485-3200 or  
1-(800) 968-1324  
Fax: (517) 485-6218  
Contact: Marie Broxholm  
Customer Service Coordinator- State of Michigan  
[Marie.broxholm@dbiyes.com](mailto:Marie.broxholm@dbiyes.com)  
[Larry.johnson@dbiyes.com](mailto:Larry.johnson@dbiyes.com)

2. Interphase, Inc. of Traverse City

2636 Garfield Road, North Suite 32  
Traverse City, Michigan  
Phone: (231) 941-4454  
Fax: (231) 941-2252  
Contact: **Janelle Schillinger**  
Interior Designer / Project Manager – State of Michigan  
[janelle@interphaseinc.com](mailto:janelle@interphaseinc.com)

DBI will coordinate services for all agencies in the western, central, and eastern Lower Peninsula, including the Metro Region (Zones 1 through 4). Interphase will coordinate service in the Upper Peninsula, and the northern Lower Peninsula (Zones 5 and 6).

If the primary dealer is unable to complete the project within the timelines specified by the agency project manager, the State expects the primary dealer to utilize their dealer network in order to complete the project within specified deadlines. The primary dealer must provide backup for all services.

To ensure that all projects for the State are completed effectively and within projected timelines, the dealership project coordinators will work with the agencies and/or project managers to develop critical path timelines for projects. These timelines will contain tasks and time required to complete each task. Critical dates for approvals, completion, delivery and move-in will be required. Also included is the responsible party for each task. Appendix L is an example of a critical path timeline.

Haworth's work and collaboration with A&E functions within the State and independent firms covers several aspects.



- Regular updates to literature and training on Haworth-specific products, as well as general industry information on various workplace issues.
- Close collaboration with the architectural and design elements from the earliest stages of project planning to the completion of installation. This work includes:
  - Adjacency studies
  - Floor plan programming
  - Design concepts development
  - Iterations of the actual design
  - Standards development
  - Project Scheduling
  - Installation planning and drawings
  - As-built drawings
  - Final punch list

#### **North America Dealer Network**

Haworth has 298 Dealers in North America, 7 in Michigan. The Haworth DealerLink program will ensure consistently high levels of service across the State. The program facilitates teamwork among a network of Haworth Preferred Dealers, and it results in Haworth's ability to uniformly support the State's request to ship and install product to multiple locations, regardless of where the product is ordered.

#### **International Dealers**

Should the State require service outside of its borders, even outside of North America, perhaps for a trade mission, more than 900 Dealers represent Haworth and affiliated brands; there is a global Dealer network in place.

#### **Upper Peninsula Coverage**

Upper Peninsula coverage is provided through Interphase's Traverse City office. All delivery and installation coordination is handled through Janelle Schillinger, Interphase's dedicated State of Michigan representative. Her area of responsibility starts at M-55 and extends through the Upper Peninsula.

Using both Interphase and contracted delivery and installation resources, service work is performed to the same high standards as applied in Lansing, Detroit, Grand Rapids or any other State location.

The State can exercise any option including drop-ship, inside delivery or delivered and installed in the UP. The product price is the same as Lower Peninsula, the variance being labor charges.

#### **Program Implementation**

In the relationship with the State, Haworth is the Contractor and is solely responsible for meeting the State's requirements. Key Dealers are assigned as servicing centers to support the execution of the contract. One managing Dealer, DBI Business Interiors, has been appointed to lead these efforts.

The level of service provided by these dealers is totally dependent on the desires of the State and the specifications of the contract. These servicing Dealers are reviewed on an ongoing basis to assure that the State's needs are being satisfied.

Customer Contact for western, central and eastern Michigan:

#### **DBI Business Interiors**

912 E. Michigan Ave.

Lansing, Michigan 48912

Phone: (517) 485-3200 or

1-(800) 968-1324

Fax: (517) 485-6218

Contact: **Marie Broxholm**

Customer Service Coordinator- State of Michigan

Marie.broxholm@dbiyes.com



Customer Contact for the Upper Peninsula, and northern Lower Peninsula:

**Interphase, Inc.**

2636 Garfield Road, North Suite 32

Traverse City, Michigan

Phone: (231) 941-4454

Fax: (231) 941-2252

Contact: **Janelle Schillinger**

Interior Designer / Project Manager – State of Michigan

[janelle@interphaseinc.com](mailto:janelle@interphaseinc.com)

## **1.203 DESIGN SERVICES**

### **Designer Qualifications**

Haworth's Dealerships meet or exceed the minimum requirements for designer qualifications. Haworth and its Dealers are committed to providing high quality design services with qualified and experienced professionals. Design costs can be found in Appendix C.

### **Design Process**

A project is initiated by the State with a Design Authorization for leases buildings or a 123 form for State-owned buildings. Upon authorization, the Managing Dealer assigns a design coordinator. If the project is in a State-owned building and construction is involved, the design coordinator contacts the Department of Management and Budget project manager to begin the project.

The project parameters are defined by the design coordinator, the Agency Project Manager and A&E firm, if applicable. Agency needs and goals are identified during the pre-design review meeting. While gathering information about the project, topics such as technology, budget, timeframe, the State's space standards, security, barrier-free design, specific individual space requirements, and functional adjacencies may be discussed.

Haworth, the dealership Account Manager, the Design Coordinator and the Installation Manager meet to develop a strategy to accomplish project goals. A critical path timeline to complete the project is conceived. Refer to Appendix L for an example of a critical path timeline. Logistics and phasing are considered, including the construction schedule, the construction or building site, and client's desired move date. The timeline is distributed to all project participants.

The Design Coordinator then creates a schematic block plan in 1/8" or 1/4" scale on a building shell provided by the agency, using AutoCAD. Two meetings with revisions are included in the design process. Written approval is obtained from the Agency Project Manager and, if necessary, the Department of Management and Budget Project Manager.

The Design Coordinator continues the design process by preparing a preliminary design plan, which includes furniture components. The agency contact is authorized to revise this drawing up to four times prior to incurring hourly design charges. Sign off on this plan completes the design development phase of the project.

An installation plan is prepared and approved in writing after critical measurements are verified on site. A complete itemized parts list (sif file) is specified and, in the case of reconfigurations, the agency receives a sif file for new and reused product. The itemized parts list and drawing is checked twice internally. A total project cost summary sheet is submitted to the agency, including design and installation charges. The agency project manager approves the proposal and submits the pricing according to the Furniture Acquisition Process.

The dealership receives the purchase order and the design coordinator places the order. A written confirmation of the agreed upon installation date is sent to the agency project



manager. The product arrives on site and is installed. The design project coordinator will be available on site at certain points during the installation to check progress and answer questions.

When the installation is complete, a final walk-through is conducted. If required, a punch list and subsequent corrective actions and service orders are generated and processed. The State is invoiced and the project is archived at the dealership. The AutoCAD drawing is copied to disk and is forwarded to the agency or, in the case of a State-owned facility, to the Department of Management and Budget.

DBI Business Interiors currently employs eight designers and project managers, along with a Design Manager, and three outside contractors on a per project basis. Project timeframes depend on access to qualified designers and DBI is positioned to provide the highest quality service, which the State requires. Located in Lansing, DBI is able to respond quickly, within twenty-four hours of an initial call, when the project is high priority.

**Note: agency/client approval time will directly affect the completion time of the overall project.**

#### **1.204 INSTALLATION SERVICES**

Haworth and its Dealers are committed to providing high quality installation services with qualified and experienced professionals. Installation costs can be found in Appendix C and reflect prevailing wage.

##### **General Requirements**

Installation will be performed consistent with all construction, fire, MIOSHA, and related codes, including the Americans with Disabilities Act and the Michigan Barrier Free Design codes. Installers will abide by all State of Michigan policies and facility regulations. Installations will be completed with a minimum amount of disruption, keeping installation materials and products organized and free from traffic areas.

##### **Specific Requirements**

All Dealer installers are certified through the Haworth Installation Certification Program and are required to attend training classes on new products.

The Installation process begins when an agency floorplan is finalized and approved by the Agency Project Manager. The complete process for Installation Services is detailed below.

##### **Pre-Order**

A Pre-Construction Review meeting is scheduled to discuss the requirements of the project, including the Agency Project Manager, Design Coordinator, Installation Coordinator, and the Account Manager. Project parameters, such as phasing, scheduling, etc. are outlined.

Prior to entering an order for product, a field measurement shall be taken to ensure the design and SIF files are correct. Also, before an order is entered, appropriate shipping dates are established to minimize storage for smaller projects that could ship to a warehouse, and to accommodate the preferred delivery dates for larger projects shipping directly to the job site. Detailed below is the process for Installation Services after an order is processed:

##### **Post-Order Scheduling**

1. The Design and Installation Coordinators review project plans, specifications and phasing schedule for installation. Special equipment needs are addressed and the timeline is reviewed.
2. Installation dates are defined.
3. Truck scheduling sheets are sent from Haworth to the Dealer Customer Service Representative (CSR).





4. The dates and times are selected for truck load arrival and communicated to Haworth via e-mail. The Haworth Distribution Representative faxes schedule confirmation to the CSR.
5. An Installation notice is faxed and e-mailed to the ordering agency and facility manager outlining the product to be installed. The installation notice includes purchase order number, SIF File number(s), product summary, and date of installation.
6. The CSR develops an electronic version of the product delivery schedule and forwards to the Design Coordinator, Account Manager and Installation Coordinator.
7. An installation team is assigned to the project. The product delivery schedule is forwarded to the Installation Coordinator.
8. The CSR and Installation Coordinator review project scope, plans and schedule.

#### **Delivery**

1. Full truckloads are confirmed with the freight carrier 24 hours before delivery.
2. The Installation Team will pick up product from the warehouse or will meet the scheduled trucks on site to unload.
3. The Installation Team places appropriate floor and wall protection where needed.
4. The trucks are unloaded.
5. The product is staged in the area in which it is to be installed.
6. The product is checked in by comparing the Haworth Packing List and Circle Sheet with the product sif file.
  - o Shortages and visible damage are noted on the Packing List and Sif file (product list). This information is communicated to the Design Coordinator who immediately begins the corrective action process to replace the missing or damaged product.
7. Product is unpacked and all packaging materials are removed from the job site and recycled.
  - o Concealed damaged is noted on the Packing List and Sif file (product list). This information is communicated to the Design Coordinator who immediately begins the corrective action process to replace damaged product.
8. The dealer shall be responsible for any damage to the facility caused by the furniture delivery or installation.

Haworth and its dealers understand that there will be projects with expedited timelines. In those circumstances where the State requests that the furniture be delivered and installed before the site is ready, Haworth and its Dealers cannot be held responsible for damages to the building or furniture by other contractors, other trades or State employees.

#### **Installation**

All product is installed per the Installation Design Plan, unless otherwise requested by the Agency Project Manager in writing. An installation schedule will be communicated daily and approved by the Agency Project Manager. Periodic progress meetings may be necessary to communicate any schedule deviations or challenges.

1. The side rails and panel hardware are assembled.
2. The panels are assembled. The aisle width, length and location are verified against the drawing.
3. The Installation Coordinator contacts Agency Project Manager to approve the panel locations in order to continue installing components and accessories.
4. All Electrical (power feeds, flex connectors, and duplexes), overhead storage, task lighting, work surfaces, pedestals, files and accessories are installed.
5. All product is wiped down and site is cleared of any installation-related trash or debris and the floor is swept.
6. The dealer shall be responsible for any damage to the facility caused by the furniture delivery or installation.

Haworth and its dealers understand that there will be projects with expedited timelines. In those circumstances where the State requests that the furniture be delivered and installed before the



site is ready, Haworth and its Dealers cannot be held responsible for damages to the building or furniture by other contractors, other trades or State employees.

#### **Walk Through**

1. A preliminary walk-through is done on the last day of installation. The Installation Coordinator and Design Coordinator check each workstation for accuracy against the drawing. The electrical outlets are tested at this time.
2. The Agency Project Manager walks through with Installation Coordinator and Design Coordinator within 48 hours of the Preliminary walk-through.
3. Punch list items are identified. This includes damaged and/or missing product.
4. On larger projects, installers are available on the day of the move to make minor adjustments per the client's request.

The Installation Teams will supply all tools, vehicles, and related equipment necessary to complete a project, and the installation will be completed in a quality manner, as determined by the State.

**Note: Agency/client approval time will directly affect the completion time of the overall project.**

### **1.205 PREMIUM SERVICES**

Premium design and installation services are those that are performed on evenings (between 5:00 p.m. and 7:00 a.m.) and weekends (Saturday and Sunday). Premium service charges are only applicable when requested by the State. Premium services are applicable to State holidays which are as follows:

New Year's Day; Martin Luther King Day; Presidents' Day; Memorial Day; Fourth of July; Labor Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day; and New Year's Eve Day

Premium Services include, but are not limited to, the following:

#### **Overtime Design and Installation Services**

Upon approval by the State agency, DBI will provide overtime design and/or installation services in order to meet or expedite a project timeline. Design is to be billed at one and a half times the contract rate for nights and Saturdays, and at two times the contract rate for Sundays and holidays. Rates for Overtime Installation will be dictated by the terms and conditions of the Prevailing Wage Overtime Provision of the county in which the work is to be performed.

#### **Weekend Delivery of Product**

When requested by a State agency, Haworth has the capacity to deliver full trailers of product on the weekends at an additional charge of \$375 per trailer. The \$375 up-charge is for delivery only and does not include labor to unload or install. Weekends are defined as any time after 4pm on Friday and before Midnight on Sunday.

#### **Dedicated Trucks**

In order to meet or expedite a time line and upon approval of the State agency, Haworth is able to reserve a dedicated truck for order(s) that are less than a full truckload at a rate of \$500 per trailer. The \$500 up-charge is for delivery only and does not include labor to unload or install.

**Storage of Product** –When requested by a State agency, Haworth and its Dealers have the capacity to provide storage of product on a rate per square foot basis. Any storage required after 7 days will be a charge of \$175.00 per day, per trailer. After 15 calendar days, the product must be transferred to a warehouse and standard storage rates would be applied.



### **Obtaining Special Permits and Services**

Although standard installation services do not include the obtaining of permits, this service may be, at the agency's request, provided on a cost plus 10% basis. These permits include, but are not limited to, modular furniture permits, inspections, electrical certifications, and services of a licensed electrician as mandated by the State or its municipalities.

## **1.206 TRAINING**

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide training to agency personnel on products and product safety issues. The Contractor shall also provide agency training jointly with the State, as needed, during the period covered by the Contract, at no additional charge.

Annually, the Contractor shall contact the State for training assessment. In addition, the Contractor shall agree to conduct installation and design training sessions periodically throughout the Contract period. Design training shall include but not limited to training on the Contractor's computer design program and its compatibility with the State's system. Up to two (2) training sessions per year may be required. Purchasing Operations will make arrangements with the Contractor when it appears that a training seminar is needed.

Training seminars have been developed for the State of Michigan that include a wide range of topics. Haworth and its Preferred Dealers have trained individual agencies on all aspects of ordering, shipping, billing, and receiving. Training modules have been developed and provided on products, installation, ergonomics, and product safety issues, as well as specifics relative to the Contract.

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

## **1.207 REPORTING**

Haworth's performance measurement capabilities have been designed specifically to meet the State's requirements. This allows Haworth's reporting to capture virtually any piece of data that appears on an order acknowledgement or invoice. Reports can be generated by customer sold-to department. Based on the State's requests, Haworth created the ability to report data in a number of ways. Reports can be run in Pie Chart, Bar Chart or Text formats and can use statistical process controls. Available on-line, using Haworth e-rooms software provided at Haworth's expense, the following are examples of measurements that are available.

### **Recycled Content Report**

The report on recycled content is to be e-mailed to the buyer by November 1<sup>st</sup> of each year. The report is to cover the fiscal year from October 1<sup>st</sup> through September 30<sup>th</sup>.

### **General Information**

All reports are generated based on the State's contract number, thus summarizing all pricing agreements, and the reports show invoiced, or order, data. Reports can be run by Month/Year, Quarter/Year and YTD. Data is available for a five-year history.

### **Lead Time Reports**

Lead-time reporting provides order specific performance data by product line. Data on this report can be summarized to illustrate On-Time and Complete shipments, average lead times by product line, days to process and enter orders and how close to requested ship dates the actual shipment takes place.

**Product Detail Reports**

Product detail reports provide line item specific data on all orders placed. This report can provide the State with a product specific record of purchases. For example, the quantity of Accolade chairs by fabric and finish selection.

**Product Line Reports**

The Product Line report provides a higher-level data group that is similar to the Product Detail Report. This report will summarize purchases by product, such as systems or filing, or by product line, such as Places or 950 Series Files.

**Sales History**

The Sales History report details sales by Sold to and Ship to locations. This report will allow the State to track sales geographically.

**1.208 SPECIAL PROGRAMS****Ideation**

Haworth has created Ideation -- a group of professionals dedicated to identifying what makes a space, employees, and ultimately a whole organization perform better.

Ideation represents a unique balance of design and science. Haworth provides data to guide and support design choices that will further a space's objectives. The Haworth team works closely with designers, contractors, real-estate professionals and business executives to promote a collaborative, creative, and seamless design process.

**Asset Management**

In conjunction with its dealers, Haworth can provide various levels of support for Asset Management by helping to track furniture utilization by facility. Additionally, Haworth can advise facility managers on the creation and maintenance of suitable systems and procedures (including Windows 95 based CAD, Asset Tagging, Order Specification and Product Acknowledgements) for the control of physical assets regardless of condition, location or use.

**1.209 PROJECT COORDINATION**

The charge for project coordination would be in addition to any DESIGN SERVICES and INSTALLATION charges incurred by an agency, in order to have the same company coordinate the entire project. This could include coordinating and scheduling any electrical and carpeting work that needs to be done in conjunction with modular installation as well as coordinating the delivery of furniture ordered from other State Contracts such as tables, chairs, desks, file cabinets, etc. This figure is expressed as a dollar amount per hour. The company handling the Project Coordination shall provide an estimate of the hours that will be required to coordinate the project within five (5) calendar days after notification by the agency.

The State reserves the right to include these programs in this Contract; however, the State is not obligated to use these programs

Upon acceptance of the proposal by the State of Michigan, the Project Coordinator will be responsible for developing and communicating a Critical Path Timeline for the project. The Project Coordinator will communicate and work closely with Haworth, the agencies, DMB project managers, Dealer design and project management team, installation and any other contractors responsible for achieving the desired outcome of a project. Project coordination charges can be located in Appendix C.

**1.210 BUY-BACK/TRADE-IN PROGRAM**

The State reserves the right to include these programs in this Contract; however, the State is not obligated to use the programs. These programs should offer alternatives for disposing of Open Space Office Furniture no longer needed by a particular agency. Examples of when



these programs would be utilized are when an agency is redesigned which results in furniture they can no longer use; or when an agency is ordering all new furniture and no longer needs the current furniture installed, etc.

### **Program Description**

Haworth offers a program to assist the State with the disposal of used furniture assets when purchasing new Haworth products.

The Haworth **Trade-In Program** offers the facility and asset manager the opportunity to recover the residual value of existing material at a fair market price while avoiding the substantial risk and difficulties of dealing with the volatile secondary furniture aftermarket.

**Haworth's Trade-In Program significantly reduces the risk and difficulties of dealing with the volatile secondary furniture aftermarket.**

### **Haworth Trade-In Program Advantages:**

- A. Secures the highest residual value for the used furniture based on the current market price. Due to the supply/demand structure of the used furniture market, Haworth is unable to guarantee a specific price for any used furniture assets.
- B. Permits cost effective furniture upgrades.
- C. Facilitates standardization on one brand or product series to reduce inventories and avoid complex reconfiguration planning.
- D. Avoids the risk and uncertainty of having to deal with the used furniture buyer directly.
- E. Relieves the State of the burden of having to contract separately for teardown, removal and out-bound cartage, which are included in the price.

### **How to Use**

The agency provides a priced inventory of the used product and Haworth does the rest. Haworth's Trade-In Operation secures the highest value for the used product based on type/brand by utilizing an established relationship with a network of brokers. Haworth passes the transaction value on to the State. There are no hidden costs. The cost for teardown, removal, clean up and freight are included in the price.

This service is extended to the agency regardless of the brand of the used assets. All major competitive brands are included. The value of the material depends on the brand, quantity, type, age, condition, location and other parameters.

There are three options for payment - check, Haworth Product Coupon (for future purchases) or a credit against a new product invoice. Upon acceptance by the State, and receipt of a Purchase Order by the dealer, the order is processed. Lead times for orders begin when Haworth receives an accurate purchase order.

### **The Qualifications:**

- The agency trades the used product for new Haworth products of approximately equal or greater value.
- The used product consists of a minimum of 25 componentized workstations or a comparable amount of freestanding office furniture (1 truckload).
- The agency provides Trade-In Operations with an accurate and complete product listing of the used furniture including product part numbers (when known).
- Haworth or the potential buyer has reasonable access to the product for photographs or on-site viewing. Such activities, if required, will be undertaken with minimum disruption to normal business operations.

The risks of dealing with the used buyer are significantly reduced. Haworth handles the paperwork and assumes the risk and collection responsibility. Haworth issues the product coupon, check or credit memo directly to the agency.

**Market Pricing:**

Market pricing for previously owned products is predicated upon the value at current list price and can be significantly impacted by supply and demand market conditions. Values also vary dependent upon building access, loading dock availability, need for union labor, access to freight elevators and other removal factors. There is no guarantee that specific inventories can be sold or disposed of due to market price volatility and the variable condition of the material being disposed.

Haworth issues reimbursement for the used product directly to the agency and assumes the financial burden of collecting monies from the buyer.

**1.211 NEW PRODUCT**

This contract is for new furniture only. New furniture is defined as product that has not been previously used, owned, leased, sold as new, or refurbished in any way. Refurbished furniture is defined as furniture that has been serviced including but not limited to; cleaned, has had fabric changed, has been re-painted, re-wired, or re-laminated.

**1.212 KEY PERSONNEL**

Haworth and its dealers have the qualified, experienced staff necessary to support the State of Michigan in accomplishing its goals.

**\*Single Point of Contact*****Rhonda Hodges, Haworth Account Manager (Key Personnel)\****

Located at: **DBI Business Interiors**  
912 East Michigan Avenue  
Lansing, Michigan 48912  
Ph: (517) 719-6172  
Fax: (517) 485-6218  
[Hodgesr2@michigan.gov](mailto:Hodgesr2@michigan.gov)

**Or**

Stevens T. Mason Building (For ID Mail)  
2nd Floor  
P.O. BOX 30026  
Lansing, Michigan 48909  
Cell: (517) 719-6172

**Haworth Corporate**

Located at: One Haworth Center  
Holland, Michigan 49423  
(616) 393-3000  
1-800-426-8562

The Haworth Executive team is located at the Haworth Corporate Headquarters and will assist in the execution of the Contract. They will act as additional resources, as needed, to assist with items pertaining to the Contract such as pricing agreements, manufacturing or logistics issues, and product or service related issues.

**Phil Todd, Director of Sales Support**  
**Phyllis Rietberg, Sr. Business Resource Center Consultant**



The following Haworth Customer Service Representatives are located at the Haworth Corporate Headquarters and will be responsible for assisting in the order fulfillment process:

**Leslie Resendiz, Account Specialist, Order Services**  
**Ginger Vaughn-Hoekstra, Customer Service Supervisor**

**Haworth Field Sales-Detroit**

Located at: 101 W. Big Beaver  
Suite 105  
Troy, Michigan 48084  
(248) 526-5005

The following Haworth Representatives are located at the Haworth Detroit Showroom:

**Dave Elston, Director of Business Development**  
**Greg Swanson, Sr. Technical Representative**

**DBI Business Interiors – Lead Dealer**  
**(South of M-55)**

Located at: 912 East Michigan Avenue  
Lansing, Michigan 48912  
Ph: (517) 485-3200

**Key Personnel**

**Marie Broxholm, State of Michigan Customer Service Representative**  
**Larry Johnson, State of Michigan Senior Account Representative**  
**George Snyder, President & CEO**  
**Jim Sobanski, Installation Systems Administrator**  
**Bruce Fox, Service Technician**  
**Melissa Baldwin, Senior Designer**  
**Andrea Clair, Designer**  
**Jamie Schramski, Designer**

**Interphase, Inc. (North of M-55)**

Located at: 2636 Garfield Rd., North Suite 32  
Traverse City, Michigan 49686  
Phone: (231) 941-4454

The following individuals will be instrumental in coordinating service for the State:

**Key Personnel**

**Janelle Schillinger**  
**Interior Designer / Project Manager**  
**State of Michigan Account Coordinator**  
**[janelle@interphaseinc.com](mailto:janelle@interphaseinc.com)**

**Keely Eagle**  
**Branch Manager**  
**[keely@interphaseinc.com](mailto:keely@interphaseinc.com)**

**Randy DeBoer, President/Owner**  
**Terri Micheal, Project Coordinator**  
**Janelle Schillinger, Interior Design and Project Management**  
**John W. Walker, Controller**





### 1.213 LEASING OPTIONS

The State reserves the right to include these programs in this Contract however, the State is not obligated to use these programs. These programs should offer alternatives for the purchase of New Open Space Office Furniture.

#### **Flexible Payment Options**

Leasing allows payments to be structured according to the State's unique cash flow situation and systems needs. Because leasing allows the State to develop an affordable payment structure, the State can obtain the furniture necessary to meet its business needs.

#### **Lease-to-Own Benefits**

Leasing provides the use of furniture for one low monthly payment and lets the State pay for the furniture while it is used, not before it is used. At the end of the lease, the State may choose to purchase the furniture, upgrade to a new furniture system, continue to lease at substantial savings or return the furniture with no further obligation.

#### **Maintain State-of-the-art Equipment and Systems**

Leasing helps maintain State-of-the-art furniture by providing the ability to easily add or upgrade to new furniture during the term of the lease.

#### **Creative Financial Solutions**

Leasing does not tie up existing bank lines of credit, thus putting more capital at the State's disposal. Also, there is no down payment or compensating balances required resulting in increased efficiency and productivity and a healthier bottom line.

#### **Life Cycle Management**

Haworth Capital has the ability to provide a full and complete furniture outsource option. Often titled "Life Cycle Management," the concept provides a process to manage and achieve the most efficient use, physically and economically, of all necessary furniture product.

Like other traditional financial acquisition methods, Life Cycle solutions tend to require a high degree of customization in order to generate the highest efficiency. Life Cycle solutions may be complex, in addition to being perceived as a premium cost solution. The user must fully adopt the concept of non-traditional acquisition services and must overcome the perception of control loss. Once adopted by the user, matched with a successful structure, Life Cycle Management may provide exponential returns from a time, cost and resource perspective.

### 1.214 E-COMMERCE CAPABILITIES

The State of Michigan is working to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate. Therefore, the State is interested in E-Commerce programs available under this Contract.

eOrder is Haworth's solution if the State requires on-line ordering. The web-based application facilitates order development between the State, dealers, and Haworth in a 24/7 environment. The eOrder application, developed in 2003 and most recently upgraded in November 2005, enhances the buying experience by providing the State with a unique catalog, specific to the State's standards or preferences.





The State may use any order processing system such as Ariba, SAP, Oracle, customized proprietary software, or nothing at all. Regardless of the State's platform, Haworth offers on-line procurement functionality at the level the State desires.

**Level 1 – Basic**

Tab delimited ASCII text files ready for upload to State-managed electronic catalogs. Haworth will provide data files in a mutually agreed upon format. The files are sent periodically to ensure the State-side electronic catalog contains valid part numbers and accurate pricing.

**Level 2 – Punch-out**

Haworth integrated their eOrder technology with both Ariba and SciQuest platforms using cXML communication. The State can punch-out of their Ariba or SciQuest systems, if applicable, and arrive at a customized Haworth eOrder website. The agency fills a shopping cart, confirms pricing, and clicks "Return with Items." The line-item detail transfers back to their procurement system for processing, routing and approval.

**Level 3 - Full Service**

If the State does not use an electronic procurement application, Haworth's eOrder technology provides a full-service platform. Using a Stand alone web site, designated personnel can:

- fill a shopping cart
- enter the installation address
- route the shopping cart for approval
- assign billing-information
- submit the order to an authorized dealer for processing

**Complex Orders**

Contract office furniture is not "typical MRO," and it is not a "commodity." The furniture industry is highly specialized and the products can be complex. The eOrder application accommodates complex orders by enabling Haworth dealers to spec the complex systems then upload the proposal (in SIF file format) directly to a State's eOrder web site. If the State uses the punch-out platform, eOrder transfers the line item detail back to the Ariba system for processing. Or, if the State uses the Stand alone version, the proposal routes electronically through the established approval hierarchies for review, approval, and assignment of payment information.

**Customization**

If the State uses a non-Ariba or non-SciQuest procurement system, and the system allows punch-out to vendor sites, the State will advise Haworth of the application name, vendor, and version. Haworth can adapt to most procurement systems that punch out using cXML communication.

**EDI**

Haworth recommends use of the eOrder system for procurement transactions due to its ease of use and flexibility. If the State requires EDI transactions, Haworth is currently utilizing EDI transmission for both suppliers and customers as requested. Listed below are the customer EDI documents the contractor currently supports.

**Inbound**

- 850 Purchase Order

**Outbound**

- 997 Confirmation of receipt of inbound
- 855 Acknowledgement
- 856 Advance shipment notice
- 810 Invoice

**eRooms****Global Account Information Network (GAIN)**

e-Room transforms a Web server into an easy-to-use document-sharing solution for small to medium size workgroups. These workgroups will include the entire team of players on a given project (Haworth, Dealers, A&D firms, the State, etc.).

An e-Room is the place where teams will share documents and other types of information, as well as conduct discussion groups, "live" chat, etc. This is an extremely interactive tool and will aid in project management and alliance planning at the global level.

**About e-Room**

e-Room is a Web-based software application that gives project teams a way to use the Internet to manage fast-cycle, distributed projects. Using e-Room - a virtual project space on the Web that is administered by end-users, a team can create and store all project materials, discuss ideas, and conduct group surveys to build consensus and resolve issues.

With e-Room, teams can quickly manage project deliverables, share information, capture and preserve knowledge, discuss ideas, resolve issues, and ensure that projects are completed on time with maximum efficiency and minimal effort. The State of Michigan will have the ability to use e-rooms to access reporting information that is available in a variety of formats.

**SourceLine**

Both Haworth dealers can obtain State order information with SourceLine on the web.

SourceLine gives immediate access to:

- Lead Times
- Acknowledgement status
- Order & shipment status
- Packing lists
- Active order summary
- Price agreements
- Procedures

**Report Options:**

Haworth dealers have several options to select from depending on the request:

- Orders information – view current orders and shipping status information
- Pricing summary – view price agreement information, including issue and expiration dates
- Haworth procedures – find out standard procedures for placing orders, special products and more
- Product returns – check to see if returned goods have been received and credit has been applied
- Up-to-date lead time advisories – receive the latest product lead time guides to aid in the specification process

The Active Orders summary provides a quick status update on order shipsets that are active – this report is run from live data, so it is always current.

Dealers can obtain information on orders using the end-user P.O. or by using the Haworth order number.



### 1.215 PRODUCT/COLOR /FABRIC INFORMATION

The date of the manufacturer's printed list price catalog for the product being offered:

**June 2005**

Upon request, Haworth agrees to provide product specification pricing catalogs, brochures, and finish samples at no additional charge. The State of Michigan has selected the colors to be included in this Contract. State standards for fabrics, trims, and finishes can be referenced in Section 1.107. Haworth will provide color reference sheets of just the finishes and fabrics selected by the State of Michigan at no additional cost. These sheets can be provided both in hard copy and/or electronic format.

**LATERAL FILES:** The State has selected the colors to be included in the Contract. State standards for fabrics, trims, and finishes can be referenced in Section 1.107. Haworth will provide color reference sheets of just the finishes and fabric selected by the State of Michigan, at no additional cost. These sheets can be provided both in hard copy and/or electronic format.

**Dedicated State of Michigan Website:**

Haworth will develop and maintain a dedicated website for the State of Michigan that includes the State's product lines, standards, and discounted pricing. The website will go live 4-6 weeks after content is determined by the State.

### 1.216 INVENTORY CONTROL SOFTWARE PROGRAMS

The contractor shall have the capability of integrating the State's current inventory from all manufacturers into one inventory. The State may request a demonstration of the contractor's inventory control software program.

Haworth, through its Managing Dealer, DBI Business Interiors, offers two Vendor Managed Inventory programs for the State of Michigan. The first program is described as "*Workstation in a Week*" which utilizes a new furniture inventory for small projects.

The second program, which is a recovery program of existing State furniture, has recently been developed and implemented for the State of Michigan. When the State identifies that a particular location(s) has furniture that can be reused, the dealership will generate a proposal to inventory, disassemble and stage, remove all product from the building, and transport. If the product is not needed at another project location, the product is taken to DBI's warehouse where the hard surfaces are cleaned and the fabric surfaces are brushed. The "As Is" product can be stored for indefinitely.

**Asset Management**

The State is very aware that workplace reconfigurations are frequent and often with little notice. As a result, the ordering, churning, and overall accounting of the furniture inventory is of critical importance. On a for-fee basis, Haworth will arrange for the development of an asset management program. An independent asset management firm and Haworth's local dealer network would service and manage the State's furniture assets.

In conjunction with dealers, Haworth can provide various levels of support for asset management by helping to track furniture utilization by facility. Additionally, Haworth can advise facility managers on the creation and maintenance of suitable systems and procedures (including CAD, Asset Tagging, Order Specification and Product Acknowledgements) for the control of physical assets regardless of condition, location or use.

The preferred method for asset management is utilization of bar code technology for automating all data collection and maintenance tasks. Bar code technology allows the creation and maintenance of the inventory as the task is performed (adds, relocates, deletes). As a



result, the inventory is substantially more accurate and labor costs to maintain the inventory is reduced through the elimination of keyboard data entry tasks. In addition, full support of SIF files created from electronic manufacturer catalogs maintains the data accuracy of specified product down to finish and fabric options. For ordering new product SIF files can be created eliminating the need to re-specify product, resulting in increased accuracy and reduced labor costs.

Product would be tagged with preprinted high quality asset labels that contain bar code asset numbers. A condition code is assigned to all product inventoried. Condition codes are user defined and normally represents the following categories.

Product assigned to Good condition is considered reusable as is. Product assigned to Fair condition is considered reusable but needs minor repairs. Product assigned to Poor condition is considered not reusable as the cost to repair exceeds the product's value. These are just examples of standard condition codes as the client can customize to their needs. A "Reserve Module" allows product to be assigned to a "pool" that indicates its availability for reuse. Queries can be made against the pool to "reserve" product to specific projects, which would essentially be a "hold for project" status. Once the product is ready to be shipped, a pick list report is generated for automating the picking process.

A wide variety of reports is available for reporting the status and quantity of assets in storage. Periodically an inventory audit will be conducted for complete reconciliation to the inventory database, updating any discrepancies that may be found.

#### 1.217 E-CATALOG/BROCHURES

The State intends to utilize electronic product and pricing catalogs for those products placed on this Contract. The intention of an electronic form of product and pricing catalogs would be to create a more effective and efficient means of Contract product and pricing distribution throughout the State agencies and end users.

SourceBook on-line is Haworth's electronic reference library, which provides the State quick access to Haworth literature and reference materials. SourceBook contains over 3,000 documents, including: price lists, planning guides, brochures, videos and more.

For access to this resource go to <http://Sourcebook.haworth.com/>

##### **Dedicated State of Michigan Website:**

Haworth will develop and maintain a dedicated website for the State of Michigan that includes the State's product lines, standards, and discounted pricing. The website will go live 4-6 weeks after content is determined by the State.

Upon request, Haworth shall provide training on accessing and utilizing electronic catalog information at no charge to the State. This training shall include **Sourcebook** and the **State's dedicated website.**

#### 1.218 ORDER/INVOICE/RECONCILIATION

The State is interested in streamlining the ordering/invoicing/reconciliation process in order to minimize the number of invoices issued for a single purchase order. It would be a preference of the State that the format of invoices and purchase orders follow a similar format to simplify the reconciliation process.



The following is a summary of the two invoicing methods and three formats that are available to the State of Michigan. The “one lot” format is the option that will offer the closest resemblance to the State’s purchase orders. The “one lot” format will provide fewer invoices. Ultimately, the frequency of invoices will be dictated by order volume.

**Invoicing Methods:**

- **Shipset level:** A shipset is a portion of a purchase order that ships separately due to timing, ship-to or other factors. An invoice is generated each time a shipset departs, billing for each shipset. This is the method that is currently in place for the State of Michigan.

- **Order level:** One invoice is generated when the final shipset of the order departs, regardless of the number of shipsets on the order. If the order does contain multiple shipsets, it is important that the shipsets are scheduled within a reasonable time frame so as to avoid invoice lag (shipped, but unbilled). This method should be used when a Purchase Order is shipped complete over a period of two weeks or less.

**Invoicing Formats:**

- **Line Detail:** This is the standard invoice format showing product detail, discount, list and net dollars. This format is currently used for the State of Michigan.

- **One Lot:** The invoice States that the State order consists of “one lot of furniture per the Purchase Order.” The invoice does not list any product detail, discount, or individual dollar values. Only the net total of the order is shown.

- **Summary:** This format provides product detail as well as total list and net dollars. The summary format does not show individual product pricing or discount figures.

## 1.219 SECURITY

This Contract may require frequent deliveries to State of Michigan facilities. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. Upon request by the State, the contractor shall provide the results of all security background checks.

The State will issue State ID badges to the contractor’s delivery personnel. The State may decide to also perform a security background check. If so, the contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful). For confidentiality reasons, the information submitted for the security background checks will be destroyed once the check is completed and will not become part of the Contract file.

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

Haworth is committed to the safety and security of its members, temporary employees, contractors, suppliers, visitors and the State, and agrees to all terms and conditions relative to Security.

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



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

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

Prior to assigning any individual to provide services on any State of Michigan projects, background checks will be conducted through AVERT, Inc., 301 Remington St., Fort Collins, CO 80524.

#### **1.220 DESIGN PROGRAMS**

The State reserves the right to include these programs in this Contract; however, the State is not obligated to use these programs. The contractor may be expected to demonstrate and train on these programs if requested by the State at no cost.

##### **Canvas:**

Haworth's design and specification tool called "Canvas" allows products and parts of products to be mixed, matched, stretched, and re-shaped in 3D, making it easier for dealers to give the State a scalable picture of the final product and setup. The image is automatically linked to the catalogue of products so all parts and components are immediately orderable. The software also imposes rules to help minimize errors in specification, reducing the number of incorrect orders submitted to Haworth.

In short, Canvas will:

- Simplify the design & specification process
- Provide product rule assistance to minimize errors
- Calculate pricing in real time
- Increase the speed of design and layouts
- Quickly accommodates changes
- Be compatible with various specification tools (Project Spec, Design Express, CAP, Team Design, Orderline)
- Interface with AutoCAD Canvas will increase the speed and accuracy in developing designs, specifications and proposal generation, while simplifying the process.
- 2D plans & 3D renderings
- Automatic elevations
- Proposals packages
- Validated, accurate part specifications & pricing

Upon request, and approval by DMB, Canvas will be provided to selected department's facility or space design division at no cost to the State, not to exceed 5 copies total.

#### **1.221 STORAGE**

The State may determine a need for storage beyond (7) seven days. Pricing for storage is included as an optional program in Appendix C on the Additional Information Sheet. The State reserves the right to include storage in this Contract; however, the State is not obligated to use this program.

If storage is needed beyond seven (7) days, the rate will be \$175 per day, per trailer. After 15 calendar days, the product must be transferred to a warehouse and standard storage rates would be applied.



### 1.3 Delivery Capabilities

#### 1.301 TIME FRAMES

##### a. NEW OPEN SPACE OFFICE FURNITURE

Haworth recognizes first-hand the challenges faced by the State of Michigan in accomplishing multiple projects, in multiple locations, within multiple timeframes. Haworth offers the State three (3) programs for overcoming these challenges: the Standard Delivery Program, the RUSH program (Express Delivery), and "Workstation-in-a-week" (Rapid Delivery).

##### 1. Standard Delivery Program

Haworth's Standard Delivery Program is for those projects that have timelines that allow for a longer lead-time. Systems, casegoods, files, and tables are all available on the Standard Delivery Program. There is no minimum order required.

See table below for lead times. Refer to Appendix K for lead times for State Standards.

##### 2. Rush Delivery Program

Haworth's State of Michigan RUSH program assures that the State's furniture needs can be met, even on short notice.

RUSH orders for the State are generally *ready for shipment* within five (5) to seven (7) calendar days from order acceptance. While the delivery time varies depending on the ship-to and plant location, the North American scheduled delivery timeframe is **within (14) calendar days** from order acceptance. Delivery of service parts for Haworth furniture can be expedited, if necessary.

For convenience, in the pricing catalog, a black diamond is located to the right of every fabric, finish and part available on the RUSH Program. See example below.

◆ Available on RUSH.

See table below for lead times. Refer to Appendix K for lead times for State Standards.

STANDARD PRODUCT LINES				
	UniGroup	Places	Adaptable Components	950 Series & X Series
<b>STANDARD DELIVERY</b>	4-6 weeks	4-6 weeks	4-6 weeks	4-6 weeks
<b>RUSH DELIVERY</b>	14 business days	14 business days	14 business days	14 business days

NOTE: ALL WOOD PRODUCT IS EXCLUDED FROM THESE LEAD TIMES. ALL LEAD TIMES ARE FROM RECEIPT OF A VALID PURCHASE ORDER TO SHIP DATE.



3. **Rapid Response Program:**

**WORKSTATION-IN-A-WEEK (Rapid Delivery)**

Haworth's Workstation in a Week program, **designed specifically for the State of Michigan**, will provide each agency a maximum of (3) new Haworth stand alone workstations, **installed within 7 calendar days**. Some restrictions apply based on a State-influenced selection of standard products and finishes.

If the State requests design services, the design time would be in addition to the installation time.

The program works this way:

Haworth will initially stock up to ten (10) new, typical workstations, including files. These workstations are standalone, and are purchased as a completed package. No portion of a Workstation-In-A-Week is returnable. The quantity of stocked typicals needed in inventory may fluctuate once the need for this program is determined.

The typicals will be stocked in two sizes: **8 x 8 and 8 x 10**.

The finishes are limited to:

**Tatami Jute,  
Gray Tone,  
Maple**

Initial stock will be available for order by July 21, 2008. The lead-time to restock product is (14) calendar days, but lead-time improvements may be available, depending on the needs of this program.

4. **Premium Delivery Program**

All orders shall be shipped or delivered directly to the department submitting the order at the address indicated on the individual Purchase Order. The billing address for a particular order will also be indicated on the individual Purchase Order.

For more information on premium delivery, refer to Section 1.205 Premium Services.

b. **LATERAL FILES**

Prices are quoted for each of the (6) six regions indicated In Appendix E – Zone Map for the following delivery options:

1. **Drop Ship**

The product 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.





**2. Inside Delivery**

Many State offices may not have the manpower or equipment to move the Lateral Files from the rear of the truck to the actual ordering agency. Therefore, inside delivery (set in a sheltered area on the ground floor) shall be furnished by the Contractor when requested by the ordering agency. When inside delivery is required, it will be Stated on the order and shall also be Stated by the Contractor on the Bill of Lading and Invoice. If the delivery will be made by common carrier, the inside delivery charge will be \$45.00 per shipment up 500 pounds total. Any shipment over 500 pounds will be negotiated between the State and the contractor. There shall be no inside delivery charges on orders that include INSTALLATION, since unloading the furniture is a part of the INSTALLATION process.

**3. Delivered and Installed**

Installation requires that the Contractor or an authorized dealer/distributor unload the file cabinet from the delivery truck onto the loading dock/receiving platform, uncrate the file cabinet, transport the file cabinet to the customer specified location, make necessary adjustments including leveling, make sure file cabinet is fully operational, check for damage, prepare all paperwork regarding damage claims, initiate follow-up orders for replacement file cabinets or parts to repair damaged product, make required repairs when replacement parts are available, deliver replacement file cabinets when initial cabinet ordered was received damaged, remove all damaged product, and dispose of all cartons.

**1.302 MINIMUM ORDER**

There will be no minimum order requirements.

**1.303 F.O.B. POINT**

Prices are F.O.B. Delivered with transportation charges paid by the Contractor on all orders. Other F.O.B. terms are not acceptable.

**1.304 PACKAGING/ASSEMBLY/LABELING/PALLETIZING**

Please note that the following PACKAGING, ASSEMBLY, LABELING, and PALLETIZING terms apply to all orders that DO NOT include installation. For orders that DO NOT include installation, it is required that the delivery of the furniture and files meet these requirements, no exceptions. This includes all deliveries to State-owned warehouses or job sites. However, for orders that DO include installation, it is acceptable for the Contractor to package, assemble, label, palletize, and deliver the product according to their standard practices.

**a. PACKAGING**

To minimize waste, blanket wrapping is encouraged for orders being delivered directly to the ordering agency for immediate installation. Blanket wrapping is NOT ALLOWED for orders delivered to a warehouse operation.

All major components shall be packaged ready for installation, including all necessary parts and hardware. For example, panels, hanging shelving units, flipper doors, etc. must be packaged with side rails, top rails, locks, guides, etc. Screws, clips, connectors, and all other necessary hardware required to install an item must be individually packaged and included with the primary item.

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



When palletizing is required (warehouse) or requested, there shall be no additional cost to the State for the pallets, and the pallets become the property of the State of Michigan upon delivery.

**LATERAL FILES:** Unless otherwise Stated, normal commercial packaging and packing will be acceptable. All packing shall be adequate to protect the filing cabinets from damage. All file cabinets shall be packaged pre-assembled, ready for installation, including all necessary parts and hardware. Blanket wrapping is acceptable if requested by the ordering agency.

All boxes/packages shall be properly labeled. Labeling shall include, but is not limited to: name of the product and short description (i.e., 36", five high lateral file, etc.), manufacturer's catalog number, State of Michigan Purchase Order number, and color.

Haworth uses materials that are not co-mingled and can be separated from one another easily in the field. Haworth also uses packaging materials that include recycled content. Examples include: Expanded polystyrene - between 15% to 25%; Corrugated Fiberboard - minimum of 50%, can often be 100%; Honeycomb - minimum of 30%.

For the State of Michigan, all products, once packaged, are palletized to facilitate warehousing needs. When feasible, all packages are designed to fit through standard doorway entries should the product be delivered to a job-site. Additionally, packages are only sealed and assembled with materials that can be opened easily at the job site using standard tools, i.e. - box cutters, standard screw drives, etc.

**b. ASSEMBLY**

All items shall be delivered ready to install. Items shall not require any major pre-installation assembly. For example, panels, hanging shelving units, flipper doors, etc. shall consist of primary component parts such as side rails, top rails, locks, guides, etc. Screws, clips, connectors, and all other necessary hardware required to install an item can be unattached but must be individually packaged and included with the primary item. Requiring minor assembly of connectors, etc. after removal from the box is acceptable. Items that are totally broken down into small components are UNACCEPTABLE.

Hard copies of the instructions are shipped with each product.

**c. LABELING**

All boxes/packages shall be properly labeled. Labeling shall include, but is not limited to: name of the product and short description (i.e. 48" x 60" panel, etc.), manufacturer's catalog number, State of Michigan Purchase Order number, quantity, and color.

Every package is labeled with the contents, including product description and part number. Additional labeling and graphics found on the contractor's packaging is designed to facilitate installation, for example, labels that indicate that hardware is inside the package.

Haworth's standard method for packaging and labeling meets the State's requirements for orders that do not include installation.

**d. PALLETIZING**

All shipments shall be palletized whenever possible unless mutually agreed upon in advance and shall conform to the following:

- Manufacturer's standard 2-way or 4-way shipping pallets are acceptable.
- Maximum height: 74", including pallet. This also applies to stacked pallets.
- Maximum weight: 2,000 pounds per single un-stacked pallet, including pallet.
- Pallets are to be securely banded and/or shrink-wrapped. Loads shall not exceed the size of the pallet and material shall not overhang pallets.
- Material shall be palletized in such a manner that will make receiving of goods easily identifiable without unloading pallet and merchandise. Mixing of commodities will not be allowed unless identification is easily performed. Like items and colors are always to be palletized together. Boxes shall be stacked on pallets with the labels facing the outside.
- There shall be no additional cost for palletizing.

Other shipments, including those directly to an installation location, MAY also be requested as palletized deliveries, and if requested, shall also conform to the above requirements. For orders that include installation, the pallets belong to the Contractor.

[Haworth's standard process for palletizing meets the State's requirements.](#)

**1.305 DELIVERY/SHORT TERM STORAGE**

The Contractor must be committed to providing the maximum flexibility for scheduled delivery of product when required by the State. This may involve the Contractor to closely monitor the project and to communicate on regular basis with the State, specific to the scheduling of furniture delivery and installation. This may also involve the Contractor to participate in State construction meetings, to provide shorter delivery lead times, to provide compressed manufacturing times, and to provide for either delay of product delivery or to provide "short term" storage up to seven (7) calendar days at no cost to the State when a building for a certain project is not ready for furniture to be received. The seven (7) day period shall begin from the date the product is scheduled to ship from the manufacturer. The goal for this Contract is to provide for a JUST IN TIME (JIT) furniture delivery process, as deemed possible.

**Project Scheduling**

[Haworth and its Dealers will actively participate in and add value to the project planning process, "Design Services," "Installation Services," "Project Coordination."](#) This includes project coordination of furniture delivery and installation, as well as communicating this information by attending construction meetings.

[Haworth is also prepared to provide compressed manufacturing lead times, as required on a case-by-case basis, and has the capacity in both factory and service resources to accomplish this.](#)



## Storage

Haworth will provide the required seven (7) calendar days short-term storage as needed at no cost to the State. If storage is needed beyond seven (7) calendar days, Haworth can provide extended storage. The seven (7) day period shall begin from the date the product is scheduled to ship from the manufacturer. Refer to Appendix C, Additional Information Sheet for pricing information.

Specialized warehouse storage and handling needs (i.e. long term storage, product re-utilization, rapid response, inventory management, etc.) may be specifically identified and required in the future by the State. Possible future programs may require that specialized warehouse storage and handling services be developed. The specific services and any fees associated with those programs will be handled by the State and Contractor on a case-by-case basis.

## Specialized Services

Haworth and its Dealers have developed and provided specialized storage and handling needs for the State. Areas of expertise include: Warehousing, Inventory/Asset Management, Moves, Adds, and Changes.

### 1.306 DELAYS AND/OR LATE SHIPMENTS/DELIVERIES

- a. Timely delivery in accordance with the terms and conditions of this Contract is essential to the accomplishment of the mission of the Department of Management and Budget and the agencies it supports.

Delays are normally avoided through thoughtful project planning and early, constant communication with all project team members. In addition to Haworth's ample production capacity, and its Dealers' extensive service capacity, shipment schedules are met over 98% of the time.

- b. The Contractor shall immediately notify the customer and the Department of Management and Budget in writing if any situation delays or threatens to delay the timely performance of any order. The notification shall include the Contractor's best possible delivery time for the State's approval. If the State does not approve the alternate delivery date(s) (with or without obtaining consideration from the Contractor), the State shall have the right to cancel the order(s) in whole or in part without further liability on the State's part. The State also has the right to purchase the goods elsewhere and/or hold the Contractor accountable for all damages and direct costs resulting from the Contractor's unacceptable delivery date(s).

In the rare event of a shortage or delay, Haworth's communication with its Dealers provides early notification. By utilizing Haworth's Sourceline system, Dealers are able to obtain shortage or delay shipment information, so that alternatives or options are exercised, if necessary.

- c. Completion Guarantee

Haworth shall guarantee the shipment of product sufficient to create functional and safe workstations by the mutually agreed upon acknowledged ship date. (Functional and safe workstations shall contain at a minimum: panels, work surfaces, seating, and power, as required.) In the rare event that actual product ordered is not available by the acknowledged ship date, Haworth, at its own expense, shall provide replacement/rental furniture until such time the ordered product becomes available. (Replacement/rental furniture shall be provided in such a manner as to minimize any disruption to the State.)

**1.4 Project Price****1.401 PRICING--FURNITURE****a. STATE ADMINISTRATIVE FEE**

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Administrative Fee equals 1% of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

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

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

In addition, reports must be submitted to the buyer for the period covered by the check. The report must include the date of the check, amount of the check, and the volume of sales the Administrative Fee is based upon for both the State of Michigan and MiDEAL members. The report shall separate the volume and fee amounts for State and MiDEAL members.

**QUARTERLY CHECKS:**

Contractor must forward the check to the following address:

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

Please make check payable to: State of Michigan

**QUARTERLY REPORTS**

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

E-mail Reports to: [mideal@michigan.gov](mailto:mideal@michigan.gov) and [gyorkosl@michigan.gov](mailto:gyorkosl@michigan.gov)

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

**b. NEW OPEN SPACE OFFICE FURNITURE – PRODUCT LINES OFFERED**

Listed in Appendix C, are the product lines offered on this Contract with the discounts (percentage (%) off list price) indicated for a Single Award. The discount was applied from the dated manufacturer's printed list price catalog as indicated on the pricing sheets.



**c. NEW OPEN SPACE OFFICE FURNITURE ITEM LISTING**

Included in this Contract, in Appendix F, is a cluster that includes (6) workstations. This was used by the contractor for pricing of product for both Standard and Express Programs located in the Item Listing pages in Appendix C. The pricing for the item listing represents the discount (percentage (%) off list price) applied for a Single Award

**d. DISCOUNTS**

The percentage (%) discount from the manufacturer's printed list price catalog was used to calculate the prices on each corresponding Item Listing. All products on each Item Listing were calculated using the same percentage discount. The percentage (%) of discount is the lowest discount percentage (%) throughout the Contract period.

All products within the product line of New Open Space Office Furniture offered on this Contract are available at the percentage discounts indicated.

**1.402 PRICING—DESIGN SERVICES**

**a. DESIGN SERVICES INFORMATION SHEET**

There are 2 (two) levels of DESIGN SERVICES included in this Contract (refer to the attached Appendix A - DESIGN SERVICES SPECIFICATIONS for specific design requirements):

1. The first level of DESIGN SERVICES is when all new furniture will be ordered from the Contract (no re-utilization of existing furniture) and needs to be designed. These charges are expressed as a percentage (%) to be multiplied by the total net value of the order for the furniture that will be required. These charges, for various order levels and regions of the state, and delivery options are indicated on the attached Appendix C - DESIGN SERVICES INFORMATION SHEET.

Please note that the DESIGN SERVICES charge for a particular project shall always be calculated by taking the appropriate percentage (%) from Appendix C - DESIGN SERVICES INFORMATION SHEET multiplied by the total net value of the order utilizing the prices indicated in the Item listing.

2. The second level of DESIGN SERVICES is when a particular project will consist of a combination of new furniture ordered from the Contract and the re-utilization of some existing furniture. This figure is expressed as a dollar amount per hour for regular hours and premium (evenings and weekends) on the attached Appendix C - DESIGN SERVICES INFORMATION SHEET. Design services at this level must also include the inventorying of existing furniture. For small design projects, the agency will contact the design firm, the work shall be performed, and the actual time required to complete the design will be multiplied by the dollar amount per hour to determine the cost for designing the project, including transportation time.

The dollar amount per hour expressed will also apply to projects requiring all new furniture to be ordered from the Contract when the initial DESIGN SERVICES required for the project have been completed in compliance with the attached DESIGN SERVICES specifications. This figure will kick-in when the agency requires additional DESIGN SERVICES (due to further changes, a requirement to meet with each individual in the office, "tune up" design, etc.), above and beyond what is required by the attached specifications. Also, if the designer will be required to identify the quantity and various sizes of other items needed for a project, such as tables, chairs, files, etc., and then must incorporate the space needed for those items into all plans, the dollar amount per hour may be charged for this service.



Included in Appendix C, are standard time frames generally allotted for various size projects based on the number of workstations. Time frames shall address the following design stages: Schematics Design Block Plan, Preliminary Design Block Plan, Installation Design Plan, and Itemized Parts List.

**b. DESIGN CALCULATION SHEET**

The percentage for design services is based on Appendix C - "DESIGN SERVICES INFORMATION SHEET" using the column that represents the percentage charge for design services in the Zone 2 – University Region with Standard Delivery for an order equal to or greater than \$100,000. That percentage will be multiplied by the total amount of furniture for "Standard Delivery" off the "Item listing" to equal the dollar amount of design services.

**1.403 PRICING—INSTALLATION SERVICES**

**a. INSTALLATION INFORMATION SHEET**

There are 3 (three) different levels of INSTALLATION in this Contract, (refer to the attached INSTALLATION SPECIFICATIONS for specific installation requirements):

**Installation charges include prevailing wage.**

1. The first level of INSTALLATION is when all new furniture will be ordered from the Contract (no re-utilization of existing furniture) and needs to be installed. These charges are expressed as a percentage (%) to be multiplied by the total net value of the order for the furniture that will be required. These charges, by order level and regions of the State, are indicated on the attached Appendix C - INSTALLATION INFORMATION SHEET. A Purchase Order must be issued to the Contractor (Haworth c/o DBI) PRIOR to work being performed.
2. The second level of INSTALLATION is when a particular project will consist of a combination of new furniture ordered from the Contract and the re-utilization of some existing furniture. This figure is expressed as a dollar amount per hour on the attached Appendix C -INSTALLATION INFORMATION SHEET. For small installation projects, the work is performed and the actual time required to complete the installation will be multiplied by the dollar amount per hour to determine the cost for installing the project, including transportation time. A Purchase Order must be issued to the Contractor (Haworth c/o DBI) PRIOR to work being performed.

The dollar amount per hour will also apply to projects requiring additional INSTALLATION after the initial INSTALLATION is completed in compliance with the attached INSTALLATION specifications. This figure will apply when the agency requires "tune-up" INSTALLATION or re-configuration due to minor revisions requested by the agency.

If a combination of new and existing product is being installed, the installation shall be charged by an hourly rate unless negotiated by DMB during the technical review.

3. The **third level** of **INSTALLATION** is when workstations need to be installed and the installation requires the breakdown of the existing Furniture combined with the installation of existing and New Open Space Office Furniture ordered from this Contract. Teardown of existing workstations may or may not include removal. This figure is expressed as a dollar amount per hour on the attached Appendix C - INSTALLATION INFORMATION SHEET. The actual time required to complete the installation, breakdown, and removal will be multiplied by the dollar amount per hour to determine the cost for installing the project, including transportation time.





These charges, by order level, and regions of the State, are indicated on the attached Appendix C - INSTALLATION INFORMATION SHEET. A Purchase Order must be issued to the Contractor (Haworth c/o DBI) PRIOR to work being performed.

If a combination of new and existing product is being installed, the installation shall be charged by an hourly rate unless negotiated by DMB during the technical review.

**b. INSTALLATION CALCULATION SHEET**

The percentage for installation services is based on Appendix C - "INSTALLATION SERVICES INFORMATION SHEET" using the column that represents the percentage charge for installation services in Zone 2 – University Region with Standard Delivery for an order equal to or greater than \$100,000. That percentage will be multiplied by the total amount of furniture for "Standard Delivery" off the Appendix C - "Item listing" to equal the dollar amount of installation services. Also included is the contractor's hourly rate per level of installation multiplied by the hours from the time study for the services indicated in Appendix C.

**c. TIMESTUDIES**

Appendix C includes the required assembly time to install the six (6) workstation cluster drawings included in Appendix F. This is based on installing the Basic Product Line, according to the installation conditions indicated in Appendix C. These time studies may be utilized as a benchmark throughout the Contract period.

**d. PREVAILING WAGE FOR INSTALLATION**

Hourly rates are all inclusive (i.e., prevailing wage, travel, parking) as set forth in Prevailing Wage schedule issued by DLEG included in Appendix G - I. **These prevailing wage rates issued by DLEG are firm for the duration of the contract.**

**The prevailing wage hourly rates for installation charged by the Contractor, included in this Contract shall remain firm for the duration of the contract.**

**Prevailing wage rates only apply to work being performed in State owned, controlled or leased buildings. The non-prevailing wage rate applies to all other work.**

**The prevailing wage classification is defined as laborer, unless otherwise specified.**

**1.404 PRICING--LATERAL FILES**

The "Lateral File Cabinets Pricing Sheet" is divided into 6 (six) geographic regions and (3) three service levels:

Drop- Ship  
Inside Delivery  
Delivered and Installed

Appendix C indicates the percentage (%) discount from the manufacturer's current list price catalog used to calculate the prices for that category of file cabinet in that region and delivery option. The discount is the same for all items within the category for a particular region.

**1.405 ADDITIONAL INFORMATION SHEET**

Additional services such as storage and project coordination are included on the "Additional Information Sheet" located in Appendix C.



**1.406 RESTOCKING PROGRAM**

The re-stocking charge is indicated on the Additional Information Sheet in Appendix C. This re-stocking charge is expressed as a percentage (%) of the net (Contract) price for the items to be returned. This re-stocking charge will be applicable to furniture ordered by a particular agency that is not needed. The difference between the actual amount charged for an item and the re-stocking charge shall be either reimbursed in cash or credited to the original order for the item. Crediting future orders is unacceptable. All furniture returned for re-stocking will be NEW and in the unopened original carton/box/package. Any electrical components will not be accepted for return. Product must be returned within 30 calendar days from the ship date.

Examples of when this program would be utilized are when an agency places an order for furniture which results in extra products that they cannot use, when an agency incorrectly orders a product and therefore must re-order the correct product and return the product they cannot use, etc. Please note that this program only applies to orders that are specified and ordered by State agencies, and therefore the incorrect ordering or over-ordering is the fault of that particular agency. The agency is therefore responsible for the freight charges involved in returning the product. Also, all items to be returned must be pre-approved and authorized for return by Purchasing Operations and the Contractor. There shall be NO re-stocking charge for agencies returning product that is not needed when the incorrect ordering or over-ordering is the fault of the manufacturer, Contractor, or any authorized designer/installer/distributor chosen to specify the products needed for a particular installation.

**1.407 QUICK PAYMENT TERMS**

The Contractor offers a new early payment discount of 1% for invoices paid within 15 days of the invoice (shipment) date. The 1% is applied against product and service costs.

**1.408 PRICE TERM**

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective. This applies to product and non-prevailing wage rate services (i.e. design, Contractor's warehouse and misc labor)

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.



## **ARTICLE 2 – GENERAL TERMS AND CONDITIONS**

### **2.0 Introduction**

#### **2.001 GENERAL PURPOSE**

The Contract is for New Open Space Office Furniture and Lateral Files, design and installation services for the State of Michigan. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form with approval from DMB, Purchasing Operations and Facilities.

Located in Appendix D, is the link to the listing of State agencies and/or locations that may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local government may also issue orders (see Section 2.901 EXTENDED PURCHASING TO LOCAL UNITS OF GOVERNMENT /INSTITUTIONS OF HIGHER LEARNING.)

#### **2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR**

This Contract is issued by the State of Michigan, Department of Management and Budget, Purchasing Operations, hereinafter known as Purchasing Operations, for all State agencies. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

**Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Purchasing Operations and the listed Contract administrator**

All communications covering this procurement must be addressed to Contract administrator indicated below:

Department of Management and Budget  
Purchasing Operations  
[Laura Gyorkos](#)  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
Phone: (517) 373-1455  
E-Mail: [GyorkosL@michigan.gov](mailto:GyorkosL@michigan.gov)



### 2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

### 2.004 CONTRACT TERM

The term of this Contract will be for **five (5) years** and will commence with the issuance of a Contract. This will be approximately **June 1, 2008 through June 1, 2013**.

**Option.** The State reserves the right to exercise **two (2)** one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

**Extension.** At the sole option of the State, the Contract may also be extended. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within 45 days prior to expiration provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

### 2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

### 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (all sections unless otherwise altered by agreement)  
 MI OSHA MCL §§ 408.1001 – 408.1094  
 Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.  
 Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.  
 MI Consumer Protection Act MCL §§ 445.901 – 445.922  
 Laws relating to wages, payments of wages, and fringe benefits on State projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.  
 Department of Civil Service Rules and Regulations  
 Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.  
 Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.  
 MCL §§ 423.321, et seq.  
 MCL § 18.1264 (law regarding debarment)  
 Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.  
 Contract Work Hours and Safety Standards Act (CWHSA) 40 USCS § 327, et seq.  
 Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795



Rules and regulations of the Environmental Protection Agency  
Internal Revenue Code  
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)  
The Civil Rights Act of 1964, USCS Chapter 42  
Title VII, 42 USCS §§ 2000e et seq.  
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.  
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.  
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.  
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.  
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.  
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106  
Sherman Act, 15 U.S.C.S. § 1 et seq.  
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.  
Clayton Act, 15 U.S.C.S. § 14 et seq.  
Public Act 166 of 1965

## **2.007 RELATIONSHIP OF THE PARTIES**

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

## **2.008 HEADINGS**

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

## **2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

## **2.010 SEVERABILITY**

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

## **2.011 SURVIVORSHIP**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

Agencies are required to follow the Furniture Acquisition Process as described in Section 1.201 before issuing any purchase orders. The Contractor shall not process any purchase orders that have not been approved by DMB, Purchasing Operations.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

- a. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
- b. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

- a. Maintain current, accurate, and complete inventory records of assets and their costs;
- b. Provide Purchasing Operations or designated representative ready access to the records upon request;
- c. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
- d. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

**2.103 SOFTWARE COMPLIANCE**

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

**2.104 RESERVED****2.105 RESERVED****2.106 PREVAILING WAGE**

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of Contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Growth, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general Contractors, prime Contractors, project managers, trade Contractors, and all of their Contractors or subcontractors and persons in privity of Contract with them (see attached 2004 Prevailing Wage Rates for State Funded Projects).

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of Contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. The Contractor must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Growth the office responsible for enforcement of the wage rates and fringe benefits. The Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this Contract. This record shall be available to the State upon request for reasonable inspection.

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

**Prevailing wage rates only apply to work being performed in State owned, controlled or leased buildings. The non-prevailing wage rate applies to all other work.**

**The prevailing wage classification is defined as laborer, unless otherwise specified.**

**2.107 PAYROLL AND BASIC RECORDS**

Payrolls and basic records relating to the performance of this Contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

**2.108 COMPETITION IN SUBCONTRACTING**

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

**2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

**2.2 Contract Performance****2.201 TIME IS OF THE ESSENCE**

Contractor/Vendor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.



**2.202 CONTRACT PAYMENT SCHEDULE**

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

The Contractor may request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contract Administrator. Unless otherwise authorized by the Contract Administrator, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled.

**2.203 RESERVED****2.204 RESERVED****2.205 ELECTRONIC PAYMENT AVAILABILITY**

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.State.mi.us](http://www.cpexpress.State.mi.us)).

**2.206 RESERVED****2.3 Contract Rights and Obligations****2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

**2.302 CONTRACTOR RESPONSIBILITIES**

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

**2.303 ASSIGNMENT AND DELEGATION**

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, 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 State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.





The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

**The Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that the Contractor provided in the bid.**

## **2.304 TAXES**

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

## **2.305 INDEMNIFICATION**

### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;



5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

#### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

#### Code Indemnification

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

#### Indemnification Obligation Not Limited

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



#### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

#### Indemnification Procedures

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

1. After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
2. If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
3. If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner, as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

**2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

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

**2.307 CONTRACT DISTRIBUTION**

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

**2.308 FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the contract order hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**2.310 PURCHASING FROM OTHER STATE AGENCIES**

State agencies are exempt from utilizing this Contract if they would instead prefer to purchase similar items from the Department of Corrections, Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.

**2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

**2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

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

**2.4 Contract Review and Evaluation****2.401 RESERVED****2.402 PERFORMANCE REVIEWS**

Purchasing Operations in conjunction with the various State agencies may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

**2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS**

- a. Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.
- b. Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books,



records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

- c. **Retention of Records.** Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- d. **Audit Resolution.** If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
  1. **Errors.** If the audit demonstrates any errors in the Statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly Statements. If a balance remains after four (4) quarterly Statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly Statement that the balance appeared on or termination of the Contract, whichever is earlier.
  2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

## **2.5 Quality and Warranties**

### **2.501 PROHIBITED PRODUCTS**

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



**2.502 QUALITY ASSURANCE**

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

- a. All costs of testing and laboratory analysis.
- b. Disposal and/or replacement of all products which fail to meet specifications.
- c. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**2.503 INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**2.504 GENERAL WARRANTIES (GOODS)**

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

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

*Warranty of Title* – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of Contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

**2.505 CONTRACTOR WARRANTIES**

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

- a. The Contractor will perform all services in accordance with high professional standards in the industry;
- b. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
- c. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;



- d. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
- e. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
- f. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
- g. The Contractor has duly authorized the execution, delivery and performance of the Contract;
- h. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
- i. The Contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the Contract's requirements.
- j. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or license use, as applicable, of any and all Deliverables.
- k. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- l. The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of Contractor.
- m. The Contractor is qualified and registered to transact business in all locations where required.
- n. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any Contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
- o. All financial Statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial Statements, reports, other information. Since the respective dates or periods covered by such financial Statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue Statement of material fact or omits any material fact necessary to make such information not misleading.



**2.506 STAFF**

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

The State shall have the right to approve the assignment and replacement by the Contractor of all Key Personnel assigned to the Contract. Before assigning an individual to any of the Key Personnel positions, the Contractor shall notify the State of the proposed assignment, introduce the individual to the appropriate State representatives, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting approval.

The State also reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors that are found to be unacceptable.

The Contractor shall provide and manage all resource services (i.e., programming, design, installation, project coordination, etc.) from its multiple authorized dealerships to best meet the State's needs on a given project. The Contractor's dealership services and capacities shall be utilized effectively, as needed, to meet the fluctuating volumes and locations of State projects,

**2.507 RESERVED****2.508 RESERVED****2.509 RESERVED****2.6 Breach of Contract****2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false Statement in this agreement will be considered a material breach of this agreement giving the State authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

**2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.



## 2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another Contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.



In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date Stated in such written notice.



## 2.702 RIGHTS UPON CANCELLATION

**Termination Assistance.** If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

## 2.703 LIQUIDATED DAMAGES

Reserved

## 2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
  - a) Cancel the stop work order; or
  - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
  - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.



## **2.705 SUSPENSION OF WORK**

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contract Administrator determines appropriate for the convenience of the State.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by the Contract Administrator's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this clause shall not be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- 2.) Unless the claim, in an amount Stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

## **2.8 Changes, Modifications, and Amendments**

### **2.801 APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

### **2.802 TIME EXTENTIONS**

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the Statement of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

### **2.803 MODIFICATION**

Purchasing Operations reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.



**The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor.** The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.

#### **2.804 AUDIT AND RECORDS UPON MODIFICATION**

DEFINITION: Records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the State deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the State shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

#### **2.805 CHANGES**

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract, including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the State-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, Statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

#### **2.806 COMPLIANCE WITH CONTRACT ITEM LISTING**

After establishment of the Contract, State of Michigan agencies will have the ability to order ONLY the items specifically included on the Contract item listings. The Contractor MUST NOT accept orders for items, which are not included on the Contract. It is the Contractor's responsibility to monitor orders in order to verify that only items included on the Contract are being ordered. Accepting orders for items not included on the Contract may result in cancellation.





If an agency has a need for an item that is not specifically listed on the Contract item listing, that agency MUST be referred to the buyer in Purchasing Operations. Purchasing Operations will research the need and feasibility of the item requested, and the item will be officially added to the Contract prior to State agencies having the ability to order them.

## 2.900 LIABILITY INSURANCE

### A. Insurance

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

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

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

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

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [www.michigan.gov/dleg](http://www.michigan.gov/dleg)

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

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

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



1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

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

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

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

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

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

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

4. Employers liability insurance with the following minimum limits:

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

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of hundred thousand dollars (\$100,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.





7. The professional liability has been deleted since it is included in the Contractor's General Liability coverage.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

**B. Subcontractors**

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

**C. Certificates of Insurance and Other Requirements**

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

**2.901 EXTENDED PURCHASING TO LOCAL UNITS OF GOVERNMENT/INSTITUTIONS OF HIGHER LEARNING**

**Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county,**



**township, school district, intermediate school district, nonprofit hospital, institution of higher learning, or community or junior colleges.** As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State Contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Purchasing Operations, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

The contractor will supply merchandise at the established State of Michigan contract prices and terms to MiDEAL members. The contractor must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT THIS CONTRACT IS MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst) under MiDeal.

This contract was competitively bid in 2006. The bid solicitation was publicly advertised on the State of Michigan, DMB, Purchasing website. Four bidders participated, AllSteel, Haworth, Herman Miller, and Steelcase. Haworth was awarded the contract based on the lowest price of the responsible and responsive bidders.

## **2.902 LABOR RELATIONS**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an **unfair labor practice** compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

The Contractor represents and warrants that the company does not appear in the current register of employers failing to correct an unfair labor practice.

## **2.903 WORKPLACE DISCRIMINATION**

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the Contract or purchase order.

Vendor hereby represents that in performing this Contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.



## APPENDIX A NEW OPEN SPACE OFFICE FURNITURE PRODUCT SPECIFICATIONS

### **GENERAL REQUIREMENTS**

All materials used in the manufacturing of **New Open Space Office Furniture** system to be considered for use by the State of Michigan shall be those which are best suited to produce a quality product. All products shall be free from defects, which affect the appearance, operation, and serviceability of the products. All products to be proposed shall be equal to those supplied to the general trade, and shall also be the same as those listed in the manufacturers' most current catalog, specifications, and other literature. All components shall be from the Original Equipment Manufacturer (OEM).

All products shall be designed and manufactured to withstand daily usage over an extended period of time with minimum maintenance and repair. All panels shall be sturdy and shall stand straight. All panels shall be level and shall have a consistent panel-to-panel connection, in order to assure safety and provide a stable workstation. All modular components shall lock onto panels for safety. All products shall be free from rough and sharp edges, and all corners shall be protected.

### **SPECIFIC REQUIREMENTS**

Listed below are the specific requirements and individual features that shall be incorporated into each **New Open Space Office Furniture** system proposed to the State of Michigan. All components must attach to both raceway and non-raceway panels.

- A. PANELS** -- Panels shall be available in both fabric covered and hard surface. The frame shall be constructed in a way to provide maximum structural integrity. Panels shall be constructed solid with maximum rigidity, free from any potential for warping, twisting, sagging, etc. Panels shall have the capability of being arranged in a variety of configurations and shall have the ability to be altered and adjusted on-site to adapt to a changing work environment.

Types and Sizes -- Panels shall be available in acoustical, fabric covered, hard surface, and electrified versions. Panels shall be available in a variety of sizes (widths and heights).

Tackable panels and a regular panel/tack board combination are acceptable.

Fabric -- Each side of a panel shall be fabric covered and shall have a single piece of fabric covering the entire side of the panel. Stackable panels are also acceptable. The fabric shall be attached securely along the entire perimeter of the panel. Panel fabric shall be removable and replaceable in the field. The fabric used shall be a Grade A nylon, polyester, or nylon/polyester blend.

Panel Connection -- Panel connections shall be made quickly and easily without the use of special or complicated tools. Panel connections shall be rigid in order to prevent the panels from being accidentally dislodged or jarred out of their proper position. Panels shall allow for the connection of two, three, or four panels extending from a single pivot point, at various angles. Panels shall be non-progressive, in that a particular panel can be removed without having to dismantle any adjacent panels.

Attachability of Components -- Panels shall allow for the hanging of work surfaces, and storage components at various incremental heights. Panels shall structurally support these types of components, utilizing a locking system that assures the components cannot be accidentally dislodged.



## New Open Space Office Furniture Specifications

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Acoustics -- Panels shall be acoustic.

Durability -- Contractor's basic line shall include reinforced-core panels that can withstand daily wear and tear including objects leaning against panel surface.

Levels -- Panels shall come equipped with adjustable leveling glides to compensate for uneven floors.

Raceways -- All powered panels shall have a base raceway capable of accepting power cables, communications lines, and terminal cables. All base raceways shall come equipped with a minimum of one or two knockout plates (depending on the size of the panel), in order to accept duplex power receptacles. Knockout plates shall be securely mounted to the base raceway when in-use and when not in-use.

Electrical -- Electrical cables shall be available in eight wire configuration. All connectors shall be color-coded and shall attach to each other and to duplex receptacles with a locking device to prevent the connections from being accidentally disconnected. Duplex receptacles shall be available to attach to the base raceway, and shall have the ability to be installed in the field.

Ceiling to Floor Options -- The State is interested in the availability of panels or accessories that allow for Ceiling to Floor configurations.

- B. WORKSURFACES** -- All work surfaces shall be height adjustable or removable without structurally affecting adjacent work surfaces. All supporting hardware and cantilevers required shall be supplied with each work surface. All cantilevers shall have a locking mechanism to prevent accidental dislodging. The underside of work surfaces shall have the ability to accept various types of components. Adjustable height work surfaces (without disconnecting from panel) shall also be available.

Types and Sizes -- Work surfaces shall be available in a variety of shapes including rectangular, corner, and counter tops. Factory installed grommets shall be available. Work surfaces shall be available in a variety of sizes (lengths and widths).

Laminate -- Work surfaces shall have a finished, high pressure, plastic laminate top permanently bonded to a particleboard core. Edges shall be available in a variety of finishes. The bottom surface shall also be finished with laminate. Laminates shall be available in a variety of colors and patterns including wood grain.

- C. LOCKS AND KEYING** -- All pedestal drawers, overhead flipper door cabinets, and lateral files shall be available with locks. Removable lock cores shall be provided when locks are ordered on a particular component. The lock core and key MUST be included with the actual item ordered when installation is not included on the order. Bulk packaging of lock cores and keys is only acceptable if specifically requested or when the order includes installation. All locks within a particular workstation shall have the ability of being keyed alike.

**New Open Space Office Furniture Specifications****Page 3**

- D. DRAWER PEDESTALS** -- All drawer units shall be a full steel construction and shall be interchangeable, having the capability of being located anywhere under any work surface of 20" depth or more. Pedestals shall have various drawer sizes available. All drawers shall be mounted on glides meeting all industry standard requirements referenced in Section III of this specification. Pedestals shall be available in surface mounted, freestanding, and mobile.
- E. OVERHEAD SHELVES AND CABINETS** -- Overhead shelves and cabinets shall be modular and utilize two end panels. Shelves and cabinets shall attach to panels in increment slots and shall utilize a locking system that assures the components cannot be accidentally dislodged. All shelves and cabinets shall be capable of accepting task lights, organizers, etc. It is acceptable for shelves and flipper door storage cabinets to be two separate and independent items. It is also acceptable for shelves to have the ability of being converted into a flipper door storage cabinet in the field by purchasing the door and top. Flipper doors shall be available in both fabric covered and hard surface options. Flipper doors shall run smoothly on full extension glides, and shall operate friction-free without binding or racking when accessing from one corner. Shelves and cabinets shall be available in a variety of sizes (widths and heights). The State is also interested in the availability of an ADA approved unit as well.
- F. TASK LIGHTS** -- Task lights shall be available to attach to the underside of shelves cabinets and counter tops. These lights shall attach to shelves and cabinets utilizing a solid, structurally sound device that will prevent the light from being accidentally dislodged. However, the mounting devices should allow for easy relocation. All lights shall provide glare-free lighting and shall have a heavy duty, factory installed electrical cord with a grounded plug. All task lights shall come standard with a low-mercury content bulb, lens, and a cord (minimum 6 feet). Task lights shall be available in a variety of sizes (widths).
- G. KEYBOARD TRAYS** -- An easily adjustable keyboard tray shall also be available as a standard product offering. Keyboard trays shall mount under work surfaces and shall come with a template in order to make attachment easier. Keyboard trays shall be fully adjustable and articulating (tilt adjustment, height adjustment, swivel, position locks, etc.), and shall be available with a wrist rest. An attachable mouse tray or separate mouse tray shall also be available. The slide shall allow for 360 degree rotation of tray and smooth storage of the tray and arm under the work surface. Split corner worksurfaces can be used in place of a keyboard tray.

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- H. **DOORS** -- Panel mounted doors shall also be available as a standard product offering. A lever handle shall come standard with all doors. Doors shall be available with locks. The minimum width of the door must meet all aspects of the ADA as it relates to minimum door width requirements.
- I. **PAPER MANAGEMENT** -- Various paper management products shall be available to allow for horizontal, vertical, and diagonal storage. These products shall have the ability to be attached to panels, storage components, work surfaces, or be free-standing.
- J. **TACKBOARDS/MARKERBOARDS** -- Tack boards and marker boards shall be available in a variety of sizes (coinciding with various panel sizes available) and shall attach to panels in incremental slots.
- K. **COAT HOOKS** -- Coat hooks shall also be available.
- L. **PAINT** -- All painted products shall have a baked enamel, powder coat, or equivalent meeting all industry standard requirements referenced in Section III of this specification.
- M. **ERGONOMICS** - As the State of Michigan moves towards an ergonomic environment, the State shall have access to a manufacturer's various ergonomic items. This includes some of the products that are mentioned in other areas of this specification, such as keyboard trays, standard corner and split-corner work surfaces, adjustable height work surfaces (without having to disconnect the work surface from the panel), wrist rests, etc., as well as any other developments that become available throughout the Contract period.
- N. **PRODUCT IDENTIFICATION**  
All components shall be properly labeled with the manufacturer's company name in addition to the original manufacturer name.

**INDUSTRY STANDARD REQUIREMENTS**

Products offered MUST meet all specifications and current and applicable industry standards including the following:

- American National Standards Institute and Business Institutional Furniture Manufacturer's Association (ANSI/BIFMA)
- American Society For Testing and Materials (ASTM)
- Electrostatic Discharge Association (ESD)
- National Fire Protection Association (NFPA)
- Underwriter Laboratories Inc. (UL)

If portions of the referenced standards conflict with the State of Michigan specifications, the State of Michigan specifications prevail and take precedence. All products offered in this contract meet all industry standards referenced in these specifications. The State of Michigan may also require that the contractor have the proposed products tested against these standards by an independent laboratory during the contract period.



**New Open Space Office Furniture Specifications**  
**Page 5**

- A. **Flammability** -- Fabric covered panels shall have a maximum flame spread rating of 25 and a maximum smoke development rating of 450, and shall have a Class A fire rating when tested to **ASTM E 84** with a revision date of 1989 or newer.
- B. **Acoustics** -- Acoustical panels shall be in accordance with **ASTM C 423-02** with a minimum NRC value of 0.50 and ANSI/BIFMA X5.6."
- C. **Components** -- Components shall meet all aspects of the **ANSI/BIFMA X5.6**.
- D. **Panels** -- Panels shall meet all aspects of the **ANSI/BIFMA X5.6-1993** standard.
- E. **Electrical** -- Electrical components, raceways, duplex receptacles, task lights, etc. shall be **UL listed** and labeled, in accordance with **UL 1286-99**.
- F. **Metal/Paint** -- Metal (including hard surface panels) shall be tested in accordance with current **ASTM, Class 1**.





## NEW OPEN SPACE OFFICE FURNITURE DESIGN SERVICES SPECIFICATIONS

### **GENERAL REQUIREMENTS**

New Open Space Office Furniture DESIGN SERVICES shall be performed consistent with all construction, fire, MIOSHA, and related codes, including the Americans with Disabilities Act and the Michigan Barrier Free Design Code. DESIGN SERVICES shall also be performed with ergonomic concerns being considered. Organizations that will perform DESIGN SERVICES (hereinafter referred to as Design Firms) must be authorized by the manufacturer to design the particular New Open Space Office Furniture. Designs generally will consist of specifying the New Open Space Office Furniture required for the project to be ordered from the Contract. The Design Firm may also be required to identify in generic terms other free-standing furniture required for a project, such as file cabinets, tables, chairs, and floor to ceiling partitions, etc. All design must be completed utilizing an Auto CAD computer aided planning system. The State is willing to accept the standard system the designer is using but must provide training to State personnel at no additional charge. It is mandatory that Design Firms provide CAD drawings in print and disk.

The Design Firm shall adhere to all State of Michigan policies and work rules when working at a State location. This includes facility regulations, such as elevator capacity, dock regulations, floor load capacity, etc. Parking and delivery expenses will be the responsibility of the design firm. Delivery lane closures and signage, if required, will be the responsibility of the Design Firm.

The Design Firm is expected to complete the design phase of a project in a time frame consistent with industry standards. It is expected that the Design Firm will assign the appropriate skill type and number of designers required for a particular project, to ensure timely delivery of all aspects of DESIGN SERVICES.

The State reserves the right to utilize in house design services performed by State employees.

### **SPECIFIC REQUIREMENTS**

Listed below are the specific requirements that shall be incorporated into the DESIGN SERVICES portion of this Contract for New Open Space Office Furniture.

- A. DESIGNER QUALIFICATIONS** -- All Design Firms to be included in this Contract must be authorized by the manufacturer to design the particular New Open Space Office Furniture and must be National Council for Interior Design Qualification (NCIDQ) certified or possess a minimum of five (5) years experience in interior office design.

Individual designers at the authorized Design Firms must have sufficient knowledge and skills to assure quality work. A project's lead designer must have a minimum of five (5) years experience in the design of New Open Space Office Furniture. All individuals performing design services shall be extremely organized in completing each step required in this specification for a particular project. Additionally, all individuals must have substantial knowledge of the product to be used, ability to communicate properly with others both verbally and in writing, ability to maintain records and prepare reports relative to the work, ability to understand and carry out detailed technical instructions, and knowledge of the Auto CAD planning system to efficiently design the space.





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Page 2

- B. **BUILDING MEASUREMENTS** -- The ordering agency is responsible for providing an accurate drawing of the area to be designed. The Design Firm is required to field verify all measurements within the area to be designed relative to the New Open Space Office Furniture.
- C. **PROJECT MANAGEMENT** -- Each project will be assigned a project manager by the using agency. The agency project manager shall approve each step of the design process prior to progression of the project to the installation phase.
- D. **PRE-DESIGN REVIEW MEETING** -- The agency project manager will schedule a **pre-design review meeting** with the Design Firm to discuss general agency design requirements. The Design Firm is to identify a design coordinator for the project. This person will be the contact person for the agency project manager. The agency project manager will provide the design coordinator with an inventory of any special equipment specifications and equipment to be moved, and will also discuss space utilization and the number and general types of workstations to be designed. Also discussed will be any other information to be considered in the design process, such as special considerations for public contact, locations of any special groups or large areas, security areas, handicap employee offices, the particular agencies space standards, and also a list of the various products covered under the New Open Space Office Furniture Contract and the products covered under any other State Contracts (such as tables, chairs, and floor to ceiling partitions, etc.). The Design Firm is responsible for working with the agency project manager to identify specific requirements such as elevator capacity, loading dock regulations, etc., for the facility in which the work is being performed.

For projects that will include the re-utilization of some existing furniture, the Design Firm is required to do an inventory of all existing furniture as part of this step.

- E. **SCHEMATIC DESIGN BLOCK PLAN** -- The Design Firm will then prepare a **schematic design block plan** showing the general functional relationships between the use of space and the design solutions. This plan, using functional adjacencies, is to show the location and sizes of the workstations, ceiling high offices, conference rooms, and file areas. This plan shall indicate the names/designations assigned to each individual workstation as requested. This plan shall be to 1/8" or 1/4" scale and is due after the **pre-design review meeting**. The agency project manager shall approve, in writing, the plan prior to proceeding.
- F. **PRELIMINARY DESIGN PLAN** -- The Design Firm will then prepare a **preliminary design plan** showing, in detail, the position of all New Open Space Office Furniture required from the Contract, as well as specifying in generic terms other new free-standing furniture required such as tables, chairs, and floor to ceiling partitions, which will be purchased from other State of Michigan Contracts. This plan shall be to 1/8" or 1/4" scale and is after approval of the **schematic design block plan**.

After development of the **preliminary design plan**, the agency project manager is allowed to make one to four (1 to 4) sets of changes, based on program changes, etc., prior to finalization of the **preliminary design plan**. The agency project manager shall approve, in writing, the final plan prior to proceeding.



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Page 3

- G. **INSTALLATION DESIGN PLAN** -- The Design Firm will then prepare an **installation design plan** showing, in detail, all New Open Space Office Furniture required for the project, wall heights, colors, types of panels (solid, glass, acoustical), electrical outlets, telephone outlets, word processing/computer outlets, as well as, in generic terms, other new free-standing furniture required such as tables, chairs, and floor to ceiling partitions, which will be purchased from other State of Michigan Contracts.

The **installation design plan** shall be to 1/4" scale and is due after the approval of the **preliminary design plan**. No changes in the approved **installation design plan** will be allowed prior to occupancy except for safety code regulations authorized by the agency project manager.

- H. **ITEMIZED PARTS LIST (bill of materials)** -- The Design Firm will then provide the agency project manager with an **itemized parts list (bill of materials)** specifying in detail all New Open Space Office Furniture required for the project that will be ordered from the Contract, including product numbers, quantities, colors, etc. A separate list shall also be provided to the agency project manager specifying in generic terms other new free-standing furniture required for the project (including sizes and quantities), such as tables, chairs, and floor to ceiling partitions, which will be purchased from other State of Michigan Contracts.

For projects that will include the re-utilization of some existing furniture and an inventory of the existing furniture has been done, the Design Firm shall provide the agency project manager with a list of all existing furniture to be re-utilized in the project. This list shall be in addition to the **itemized parts list (bill of materials)** of new furniture required for the project and the generic list of new free-standing furniture required for the project and covered under other Contracts, both described above.

- I. **PROJECT COST** -- When a particular project will consist of all new furniture to be ordered from the Contract (no re-utilization of existing furniture), the charge for DESIGN SERVICES shall be established by taking the appropriate percentage (%) multiplied by the total net value of the **itemized parts list (bill of materials)**, which specifies ALL Open Space Office Furniture required for the project. The appropriate percentage (%) to be charged for DESIGN SERVICES shall be taken from the Contracts DESIGN SERVICES INFORMATION SHEET, based on the order level, delivery option and region. Therefore, the charge for DESIGN SERVICES for this type of project will not be established until after the **itemized parts list (bill of materials)** is generated.

When a particular project will consist of a combination of some new furniture to be ordered from the Contract and the re-utilization of some existing furniture, or when only the re-design of existing workstations is needed and no new furniture will be ordered, the charge for DESIGN SERVICES shall be established by taking the dollar amount per hour from the Contract's DESIGN SERVICES INFORMATION SHEET multiplied by the total hours required to design the project. The Design Firm shall provide a detailed estimate of the hours that will be required for each step of the project within five (5) calendar days after the **pre-design review meeting**. Therefore, the estimated charge for DESIGN SERVICES for this type of project will be established within five (5) calendar days after the **pre-design review meeting**. Any changes from the number of hours originally quoted must be approved by the agency project manager.



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Please note that the dollar amount per hour on the Contract's DESIGN SERVICES INFORMATION SHEET will also apply to projects requiring ALL New Open Space Office Furniture to be ordered from the Contract when the initial DESIGN SERVICES required for the project have been completed in compliance with these specifications. This figure will kick-in when the agency requires additional DESIGN SERVICES (due to further changes, a requirement to meet with each individual in the office, etc.), above and beyond what is required by these specifications. This includes any "tune-up" design required after installation is completed, due to minor revisions requested by the agency. All "tune-up" design plans shall be to 1/4" scale and are due within five (5) calendar days after notification.

When other free-standing furniture (tables, chairs, files, etc.) is part of the project, and that furniture is already in the agency's possession, the agency will be required to provide the designer with all necessary information, such as the total quantity of units, the size of each unit, etc. The designer will be required to incorporate the space needed for those items into all plans, at no additional cost. However, if the items are not already in the agency's possession and the designer will be required to identify the quantity of each item to be purchased, the various sizes, etc., and then must incorporate the space needed for those items into all plans, the dollar amount per hour quoted for design may be charged for this service. The designer shall provide a list of these items required to the agency and the agency will be responsible for issuing the purchase order. The designer will also be responsible for coordinating the delivery of the tables, chairs, etc. ordered from other Contracts as a part of this service. Please note that for projects requiring the designer to identify, list, and coordinate the delivery of chairs, tables, etc. ordered from other Contracts, the number of hours required to perform this service should be listed as a separate line item, above and beyond the percentage or number of hours charged for the design of the New Open Space Office Furniture ordered.

There are no additional charges allowed for driving time, mileage, and other expenses if the project is located within the region in which the nearest Design Firm is located. A Design Firm's region is defined as a **50-mile radius** surrounding their location. All costs associated with these functions shall be factored into the percentages (%) and dollar amounts quoted on the attached DESIGN SERVICES INFORMATION SHEET. When the dollar amount per hour is utilized for a project and the project is located outside the region in which the **nearest** Design Firm is located, the total travel time must be specified as a separate line item and included in the total number of hours quoted for a particular project. The total travel time is then multiplied by the dollar amount per hour.

- J. **AVAILABILITY DURING INSTALLATION** -- The design coordinator shall be available to answer questions and provide consultation, including installation inspections, if required in order to verify that the New Open Space Office Furniture is being installed in accordance with the approved design.
- K. **DESIGN SERVICES APPROVAL** -- Each step of the project must be approved, in writing, by the agency project manager prior to proceeding to the next step. All plans are to be submitted in accordance with the established time frames. All plans shall be submitted in compliance with State of Michigan space standards using accepted drafting standards. The State of Michigan reserves the right to require all plans to be submitted in multiples of three. The State of Michigan also reserves the right to require all plans for a particular project to be submitted in an electronic format including CD format and e-mail. When requested, all plans and diskettes shall be submitted in a format that is compatible with the Auto CAD computer aided planning system



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in an acceptable electronic format including CD format and e-mail, which shall become the property of the State of Michigan.

- L. **PUNCH LIST** -- After completion of the installation for the project, a **punch list** shall be generated consisting of all items needed to complete the project. **Punch list** items include damaged items that need to be replaced, items that were ordered incorrectly and need to be replaced, missing items, etc. These items shall be provided at no additional cost. The design coordinator or installer can perform this step.
- M. **SMALL PROJECTS** -- For small design projects (20 or less workstations), the agency will contact the Design Firm, the work shall be performed, and the actual time required to complete the design will be multiplied by the dollar amount per hour to determine the cost for designing the project, including transportation time. **The Contractor is required to perform all requests for DESIGN SERVICES, regardless of the project size. For small projects, the maximum response time shall be 10 (ten) workdays.**
- N. **COMMUNICATION WITH AGENCY** -- The following is an outline of the various tasks that will be required throughout a project. Please note that an effort should always be made to perform these tasks in a face-to-face setting. However, when a sizeable distance exists between the Design Firm and the agency project manager, it is acceptable to accomplish some of these tasks through the use of standard mailings, overnight mailings, faxing, etc., as long as it is acceptable to the agency project manager and is still performed within the time frames indicated thought out this specification.

Standard Tasks

Agency Programming  
Pre-Design Review Meeting  
Schematic Design Block Plan  
Preliminary Design Plan  
Installation Design Plan  
Itemized Parts Lists (2 or 3)  
Project Cost  
Punch List  
"Tune-Up" Design

- O. **"BENCHMARK"** -- A "benchmark" is established, as described in the DESIGN SERVICES Statement in the attached Terms and Conditions, to be used for determining the amount of time required to design a particular project. An approximate time required per workstation for DESIGN SERVICES is established and included in this Contract. Deviations from the "benchmark" must be documented and approved by the agency. Purchasing Operations reserves the right to audit the number of hours quoted for a particular project, and compare it with the "benchmark" included in the Contract. If it is determined that the number of hours quoted for a project is excessive and not in line with the "benchmark", Purchasing Operations reserves the right to calculate the number of hours for a project utilizing the "benchmark", and require that the charge for DESIGN SERVICES be based on the number of hours generated by Purchasing Operations.



## NEW OPEN SPACE OFFICE FURNITURE INSTALLATION SPECIFICATIONS

### **GENERAL REQUIREMENTS**

New Open Space Office Furniture INSTALLATION shall be performed consistent with all construction, fire, MIOSHA, and related codes, including the Americans with Disabilities Act and the Michigan Barrier Free Design Code. Organizations that will perform INSTALLATION (hereinafter referred to as Installation Firms) must be authorized by the manufacturer to install the particular New Open Space Office Furniture. INSTALLATION for this Contract will consist of either installing all New Open Space Office Furniture purchased from the Contract when all new furniture is required for the project, or installing New Open Space Office Furniture purchased from the Contract for the project along with some existing furniture. INSTALLATION must be completed in accordance with the **installation design plan** provided.

The Installation Firm shall adhere to all State of Michigan policies and work rules when working at a State location. This includes facility regulations, such as elevator capacity, dock regulations, floor load capacity, etc. Travel, lodging, meals, delivery and parking expenses will be the responsibility of the Installation Firm, at no additional cost to the State. It is mandatory that Design Firms provide CAD drawings in print and disk.

The Installation Firm shall pay employees prevailing wage on projects associated with this Contract. Please refer to "Prevailing Wage" clause within this document. Premium hours shall be paid only if requested and approved by the State.

The installation shall be completed as agreed upon with the project manager. It is expected that the Installation Firm will assign the appropriate skill type and number of installers required for a particular project, to ensure timely delivery of all aspects of INSTALLATION.

The Installation Firm is responsible for all equipment and tools necessary to complete the job. The Installation Firm is responsible for any damage to State owned or leased property.

When in occupied facilities, the INSTALLATION is to be completed with a minimum of disruption to the work place. Safety of those in and around the work site is to be continuously assured via appropriate work methods. The site is to be kept as clean as possible during the INSTALLATION period and cleaned of all material at the end.

The State reserves the right to utilize in house installation services performed by State employees.

### **SPECIFIC REQUIREMENTS**

Listed below are the specific requirements for the INSTALLATION SERVICES for New Open Space Office Furniture.

- A. INSTALLER QUALIFICATIONS** -- Installation Firms included in this Contract must be authorized by the manufacturer to install the particular New Open Space Office Furniture and must possess a minimum of five (5) years of experience in interior office INSTALLATION. Installation Firms must also be knowledgeable of all applicable fire codes, N.F.P.A. Life Safety Code, Barrier Free Design Code, the design requirements of the Americans with Disabilities Act, and the application of each as an integral part of design.



## Installation Specifications

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Individual installers at the authorized Installation Firms must have sufficient knowledge and skills to assure quality work. Installers must have a minimum of one (1) year experience in the installation of New Open Space Office Furniture. "Apprentice" type employees may be assigned to a project at a ratio not to exceed one per five. Unskilled employees may be utilized for materials handling.

All individual installers must have the ability to follow drawings, plans, blueprints, specifications, and instructions, move existing furniture, equipment, and other materials, construct furniture according to drawings, and communicate properly with others. Installers must also be extremely organized in completing each step required in this specification for a particular project.

- B. **BUILDING MEASUREMENTS** -- The ordering agency is responsible for providing drawings of the area to be designed. The Design Firm may be required to field verify all measurements within the area to be designed relative to the New Open Space Office Furniture.
- C. **PROJECT MANAGEMENT** -- Each project will be assigned a project manager by the using agency. The agency project manager shall approve each step of the installation process and will work with the installation coordinator during each phase of the project. The agency project manager will assist the installation coordinator in the decision making process when problems with the **installation design plan** or scheduling occur. All changes in the **installation design plan** must be authorized by the agency project manager. A final inspection to ensure compliance with the **installation design plan** will be performed by the agency project manager prior to authorizing final payment of the project. For projects where DESIGN SERVICES are also being performed, the installation coordinator must work with the design coordinator and the agency project manager to ensure the entire project is performed smoothly.
- D. **PRE-CONSTRUCTION REVIEW MEETING** -- The agency project manager will schedule a **pre-construction review meeting** with the Installation Firm to discuss the requirements of the project. Also discussed at the **pre-construction review meeting** will be project details, phasing, scheduling, facility manager interface, and materials handling. The Installation Firm is also responsible for working with the agency project manager to identify specific requirements such as elevator capacity, loading dock regulations, etc., for the facility in which the work is being performed. The Installation Firm is to identify an installation coordinator for the project. This person will be the contact person for the agency project manager. After the **pre-construction review meeting**, the Installation Firm should then begin to assemble an appropriate staff for the project.
- E. **TIMEFRAMES** -- The Installation Firm shall coordinate delivery and installation timeframes with the project manager. The Installation Firm shall also identify a foreman/crew leader to be present on site during the entire INSTALLATION process. The foreman/crew leader is responsible for working with the agency project manager, design coordinator, and installation coordinator to resolve issues that come up throughout the INSTALLATION process. The foreman/crew leader is also responsible for the actions of all installers and other crewmembers.





**Installation Specifications**  
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- F. BACK-UP PLAN** -- If the Primary Dealer is unable to complete the project within the timelines specified by the agency project manager, the State expects the dealer to utilize their dealer network in order to complete the project within specified deadlines.
- G. INSTALLATION REQUIREMENTS** -- The INSTALLATION process shall begin on the same day that the New Open Space Office Furniture required for the project and ordered from the Contract arrives from the manufacturer, distributor, or warehouse. The following steps should then be followed:
1. The Installation Firm shall be present when the New Open Space Office Furniture is delivered to the receiving platform/loading dock (or designated area if no loading dock is available) at the project location (job site) and shall be unloaded and checked-in by the Installation Firm. The receiving receipt will be signed and forwarded to the agency project manager noting any delivery discrepancies. The Installation Firm shall complete a receiving form verifying the quantities delivered.
  2. Transport the furniture from the receiving platform/loading dock to the specific project location (job site) in accordance with all facility requirements.
  3. Un-package the furniture, sort, and separate the furniture on the floor, as required. All packaging materials, pallets, etc. shall be removed from the premises, at no cost to the State.
  4. For projects that consist of all new furniture ordered from the Contract, install the New Open Space Office Furniture in compliance with the approved **Installation Design Plan**.

For projects that consist of a combination of some new furniture ordered from the Contract and the re-utilization of some existing furniture, the existing furniture to be re-utilized shall be incorporated into the INSTALLATION of the new furniture. All furniture is to be installed in compliance with the approved **Installation Design Plan**. This may also include some disassembly and re-configuration of the existing furniture.

5. When the INSTALLATION for a project is completed, all New Open Space Office Furniture installed shall be cleaned prior to occupancy by the agency. This includes wiping down panels and components with a mild detergent to remove dust and dirt accumulated during installation.
6. During the entire INSTALLATION process, precautions shall be taken at all times to protect carpet tiles, adjacent walls, and other furniture from damage. Also, all fire, safety/access, and facility codes, regulations, and requirements shall be adhered to throughout the entire process.



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7. After completion of the entire INSTALLATION process, the project location (job site) shall be in a clean and orderly condition. This includes the removal and disposal of all packaging materials, pallets, trash, etc. accumulated during INSTALLATION of a particular project, at no cost to the State. Any remaining product will remain with the agency or be delivered to State surplus.
  8. The INSTALLATION of all items ordered to complete the project as a result of the **punch list** generated shall be performed as a part of the initial INSTALLATION process. There shall be no additional charges for the INSTALLATION of these items. All **punch list** items shall be installed within 14 (fourteen) calendar days or a schedule mutually agreed upon with the project manager after the **punch list** is generated.
  9. Ultimately, the Installation Firm is responsible for making sure the INSTALLATION of all furniture is in **TOTAL** compliance with the approved **Installation Design Plan**.
  10. Any "tune-up" INSTALLATION or re-configuration required after the initial INSTALLATION is complete, due to minor revisions requested by the agency, shall be provided by the Installation Firm. However, there will be an additional charge paid to the Installation Firm for this step (see PROJECT COST below).
- H. **COMPLIANCE WITH INSTALLATION DESIGN PLAN** -- The Installation Firm shall install all New Open Space Office Furniture according to the approved **installation design plan** and to the satisfaction of the agency project manager. The plans shall be followed exactly unless changes are authorized by the agency project manager. Most projects will be constructed in phases. The phasing of a project will be defined at the time of the **pre-construction review meeting**.
- I. **EQUIPMENT** -- The Installation Firm is responsible for supplying all tools, vehicles, and related equipment required to perform the INSTALLATION for a project and keep it on schedule.
- J. **DAILY SCHEDULE** -- The daily INSTALLATION schedule shall be communicated to, coordinated with, and approved in advance by the agency project manager.
- K. **PROGRESS MEETINGS** -- Periodic progress meetings may be required by the agency project manager. The Installation Firm is required to advise the agency project manager of any schedule deviations as soon as they are identified.
- L. **PROJECT COST** - When a particular project will consist of all new furniture to be ordered from the Contract (no re-utilization of existing furniture), the charge for INSTALLATION shall be established by taking the appropriate percentage (%) multiplied by the total net value of the **itemized parts list (bill of materials)**, which was generated during the design process and specifies ALL New Open Space Office Furniture required for the project. The appropriate percentage (%) to be charged for INSTALLATION shall be taken from the Contract's INSTALLATION INFORMATION SHEET, based on the order level and region. Therefore, the charge for INSTALLATION for this type of project will not be established until after the **itemized parts list (bill of materials)** is generated. (Please note that the INSTALLATION charge for a particular project shall always be calculated by taking the appropriate percentage (%) from the Contract INSTALLATION INFORMATION SHEET multiplied by the total net value of the **itemized parts list (bill of materials)** utilizing the prices indicated in the Standard Item listing, even if the order for furniture ends up being placed on the Express delivery program.)





## Installation Specifications

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When a particular project will consist of a combination of some new furniture to be ordered from the Contract and the re-utilization of some existing furniture. The charge for INSTALLATION shall be established by taking the dollar amount per hour from the Contract's INSTALLATION INFORMATION SHEET multiplied by the total hours required to install the project. The Installation Firm shall provide a detailed estimate of the hours that will be required for each step of the project within five (5) calendar days after the pre-construction review meeting. Therefore, the estimated charge for INSTALLATION for this type of project will be established within five (5) calendar days after the pre-construction review meeting. Any changes from the number of hours originally quoted must be pre-approved by the agency project manager.

Please note that the dollar amount per hour on the Contract's INSTALLATION INFORMATION SHEET will also apply to projects requiring additional INSTALLATION after the initial INSTALLATION is completed in compliance with these specifications. These figures will kick-in when the agency requires "tune-up" INSTALLATION or re-configuration due to minor revisions requested by the agency.

When a particular project will consist of the disassembly of all existing furniture and the installation of all new furniture ordered from the Contract, the charge for this entire process shall be expressed as a dollar amount per hour on the attached INSTALLATION INFORMATION SHEET. The actual time required to complete the installation, breakdown, and removal will be multiplied by the dollar amount per hour to determine the cost for installing the project, including transportation time. The appropriate dollar figure per hour to be charged for INSTALLATION shall be taken from the Contract's INSTALLATION INFORMATION SHEET, based on the order level and region.

Based on the Contractor's distribution system, there should not be a need for additional travel expenses for driving time, mileage, and other expenses for any project unless pre-authorized by the project manager. All costs associated with these functions shall be factored into the dollar amounts quoted on the attached INSTALLATION INFORMATION SHEET. This situation only applies to projects involving all new product.

- M. SMALL PROJECTS** – For small **installation** projects, the agency will contact the Installation Firm, the work shall be performed, and the actual time required to complete the installation will be multiplied by the dollar amount per hour to determine the cost for installing the project. Transportation costs may be paid on a pre-authorized basis only. **The Contractor is required to perform all requests for INSTALLATION, regardless of the project size. For small projects, the maximum response time shall be 10 (ten) workdays.**

**Installation Specifications**

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- N. **"BENCHMARK"** -- A "benchmark" is established, as described in the **INSTALLATION Statement in the attached Terms and Conditions, and will be used for determining the amount of time required to install a particular project.** Deviations from the "benchmark" must be documented and approved by the agency. Purchasing Operations reserves the right to audit the number of hours quoted for a particular project and compare it with the "benchmark" included in the Contract. If it is determined that the number of hours quoted for a project is excessive and not in line with the "benchmark", Purchasing Operations reserves the right to calculate the number of hours for a project utilizing the "benchmark" and require that the charge for **INSTALLATION** be based on the number of hours generated by Purchasing Operations.
- O. **MOVE-IN SUPPORT** -- The Contractor will **provide** installation resources for the purpose of Move-In Support, when requested by the State, for a specific project when the Contractor has performed the initial installation services, at no additional cost to the State. The purpose of the Move-In Support is for the Contractor to 1) Conduct a pre-move-in walk-through with the State the day before the scheduled move-in to identify and to correct any last minute minor punch list items that can be corrected that day and 2) Provide an installer on-site the day of agency move-in to facilitate minor workstation adjustments (i.e. raising/lowering work surfaces and overhead storage unit) under the direction of the Department of Management and Budget, Office of Facilities and the agency project manager.
- P. **INSTALLATION QUALITY** -- All installations shall be completed in a quality manner as determined by the State. The Contractor will be responsible for providing additional service required to bring unacceptable quality workmanship up to desired State quality levels, at no additional cost to the State. The State reserves the right of final determination of acceptable quality installation.



## NEW LATERAL FILE SPECIFICATIONS

### SPECIFICATIONS

Definite Specifications - All commodities and services to be furnished hereunder shall conform to the attached specifications.

Purchasing Operations shall be notified immediately of any manufacturing and/or engineering changes to the file cabinets that may occur throughout the entire length of the Contract. The State reserves the right to reject the changes and require that the Contractor continue to provide the original file cabinets approved by the State. (Please note that the State will reject changes to file cabinets ONLY if it feels that the changes have in some way decreased the quality and acceptability of the file cabinets or have caused the file cabinets to no longer be in compliance with the State of Michigan Specifications for Lateral File Cabinets.)

### PRODUCT SPECIFICATIONS

#### 1. Categories and Types

Lateral file cabinets shall be available in the following categories, types, and sizes.

**Category A** - Lateral File Cabinet; Fixed **shelf**; with and without lift-up receding doors; with and without lock.

**Type 1** - 30" width.  
2, 3, 4, and 5 openings high.

**Type 2** - 36" width.  
2, 3, 4, and 5 openings high.

**Type 3** - 42" width.  
2, 3, 4, and 5 openings high.

**Category B** - Lateral File Cabinet; Roll **out shelf**; with and without lift-up receding doors; with and without lock.

**Type 1** - 30" width.  
2, 3, 4, and 5 openings high.

**Type 2** - 36" width.

2, 3, 4, and 5 openings high.

**Type 3** - 42" width.  
2, 3, 4, and 5 openings high.



## New Lateral File Cabinet Specifications

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**Category C -** Lateral File Cabinet; Roll **out drawer (fixed front)**; With and without lock; Top opening on 5 opening high unit shall be a roll out shelf with lift-up receding door.

**Type 1 -** 30" width.  
2, 3, 4, and 5 openings high.

**Type 2 -** 36" width.  
2, 3, 4, and 5 openings high.

**Type 3 -** 42" width.  
2, 3, 4, and 5 openings high.

**Category D -** Overfile Cabinet; Fixed shelf; One opening high (approximately 16" high); with and without sliding doors; with and without lock.

**Type 1 -** 30" width.

**Type 2 -** 36" width.

**Type 3 -** 42" width.

## 2. Materials and Workmanship

All materials, including the type of steel, used in the manufacturing of the lateral file cabinets to be used by the State of Michigan shall be those which are best suited to produce a quality product. The workmanship shall be such as to provide proper forming to avoid sharp edges, smooth straight bending of channels and flanges, strength of welding and bracing, accuracy of moving parts, good fit of drawers, and freedom from sag or set. All products shall be free from defects, which affect the appearance, operation, and serviceability of the products. The cabinet case shall be constructed with an interior steel framework, preventing the cabinet from excessive twisting and oil canning of the steel outer skin, and providing for an overall solid construction. The bottom of the file cabinet shall be absent of sharp edges that could damage carpets and shall be completely finished (not open) to provide added stability, unless the file cabinet is of a modular design whereby additional stability is obtained by the individual framework of each section. All products shall be equal to those supplied to the general trade, and shall also be the same as those listed in the manufacturers most current catalog, specifications, and other literature.

All products shall be designed and manufactured to withstand daily use over an extended period of time with minimum maintenance and repair. All products shall be free from rough and sharp edges, and all corners shall be radiused or protected. All lateral filing cabinets shall conform to ALL requirements of the ANSI/BIFMA X 5.2 (current edition) test for lateral file cabinets.

## 3. Specific Requirements

Listed below are the specific requirements and individual features that shall be incorporated into the lateral file cabinets to be used by the State of Michigan. These specifications are not intended to describe all the details of construction or materials used, as it is recognized that there is a variation in the manufacturing process by manufacturers who produce filing cabinets.



**New Lateral File Cabinet Specifications**  
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- A. **Drawer** - All drawers shall have 4 (four) sides, in order to prevent papers from accidentally falling into the actual cabinet case. All drawers shall be equipped with an **anti-rebound** mechanism, preventing the drawer from re-opening immediately after it has been closed.
- B. **Interlock** - There shall be a safety device incorporated into the design that allows only 1 (one) drawer to be in the rolled out position at a time.
- C. **Leveling Glides** - Cabinets shall be equipped with 4 (four) adjustable steel leveling glides, with approximately 5/8" adjustment, and coated with a non-rusting material.
- D. **Drawer Suspension** - All roll out-shelves and drawers shall run smoothly on full extension, steel ball bearing suspensions, and shall operate friction-free without binding or racking when accessing from the center or either side.
- E. **Door Slides** - All lift-up receding doors shall run smoothly on full extension slides, and shall operate friction-free without binding or racking when accessing from the center or either side.
- F. **Inserts** - All lateral file cabinets shall come standard with either 3 (three) shelf dividers or 1 (one) hanging folder frame (to accomplish letter size, side-to-side filing) per opening. All openings with hanging folder frames shall be capable of being converted to front-to-back filing.
- G. **Shelf Depth Modifier** - All lateral file cabinet openings shall have the capability of being set-up as both letter size and legal size depth, at no additional charge. 1 (one) shelf depth modifier per opening is acceptable.
- H. **Ganging** - A mechanism shall be available in order to allow lateral file cabinets to be ganged together (either side-to-side or back-to-back) or attached to a wall.
- I. **Lock** - When specified, a central locking mechanism shall be provided which will lock all doors or drawers in the file cabinet. Two keys shall be supplied with each lock.
- J. **Finish and Color** - Lateral file cabinets shall be suitably undercoated with a rust inhibiting primer (or subjected to a phosphatizing process inside and out), and shall be finished with a baking enamel, or equivalent. Manufacturers standard colors will be acceptable.
- K. **Face Hardware** - Door and drawer pulls shall be full width, flush, and integrated into the front of the door and/or drawer. Each opening shall include a label holder. Plastic and self-adhesive label holders are acceptable. All label holders shall be flush.
- L. **Caution Label** - A caution label shall be affixed to the cabinet interior in a highly visible location. The label shall display such information as cabinet leveling procedures, loading techniques, recommendations for weight distribution, general safety precautions, etc.
- M. **Depth** - Lateral file cabinets shall be a minimum 17 inches deep.
- N. **Options** - Other various options, such as laminate tops, posting shelves, half-height drawers, card tray inserts, counter weights, etc. shall also be available.



## APPENDIX B

### NEW OPEN SPACE OFFICE FURNITURE PRODUCT LINES BY CATEGORY

The table below specifies the product lines by category. The State of Michigan reserves the right to determine if alternate products are equivalent to the product below.

	<b>Basic Line</b>	<b>Mid – Tier w/ Wood Trim</b>	<b>Premium Line w/ Wood Finish/Case goods</b>	<b>Line w/ Internal Energy and Cable Management</b>
<b>Haworth</b>	Unigroup* Places* Adaptable Components	Premise Adaptable Components	Places Wood & Vancouver Adaptable Components	Compose Adaptable Components

### NEW LATERAL FILES RECOMMENDED BRAND LIST

The table below specifies the product line of lateral files. The State of Michigan reserves the right to determine if alternate products are equivalent to the product below.

<b>Manufacturer</b>	<b>Basic Line</b>
Haworth	950 Series*

\*These product lines are specified as the State Standard.



## APPENDIX C PRICING SHEETS

### NEW OPEN SPACE OFFICE FURNITURE SINGLE AWARD DISCOUNT

This table indicates the percentage off list price for each product line offered for each specified delivery option based on a single (1) one Contract award. Agencies shall reference the column with the delivery discount less the administrative fee when calculating product costs.

PRODUCT LINE	STANDARD DELIVERY DISCOUNT	STANDARD DELIVERY DISCOUNT (Less Admin Fee)	EXPRESS DELIVERY DISCOUNT	EXPRESS DELIVERY DISCOUNT (Less Admin Fee)	RAPID RESPONSE DISCOUNT	RAPID RESPONSE DISCOUNT (Less Admin Fee)
Unigroup* Unigroup II*	81.5%	80.5%	76.5%	75.5%	71.5%	70.5%
Places*	81.5%	80.5%	76.5%	75.5%	71.5%	70.5%
Adaptable Components	81.5%	80.5%	76.5%	75.5%	71.5%	70.5%
Premise	75.0%	74.0%	70.0%	69.0%	65.0%	64.0%
Places Wood	52.0%	51.0%	45.0%	44.0%	42.0%	41.0%
Compose	75.0%	74.0%	70.0%	69.0%	65.0%	64.0%
Vancouver	59.0%	58.0%	54.0%	53.0%	49.0%	48.0%
950 Series*	72.0%	71.0%	67.0%	66.0%	62.0%	61.0%
X Series	68.0%	67.0%	63.0%	62.0%	58.0%	57.0%
V Series	67.0%	66.0%	62.0%	61.0%	57.0%	56.0%

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\*These product lines are specified as the State Standard.



## APPENDIX C PRICING SHEETS

### NEW OPEN SPACE OFFICE FURNITURE ITEM LISTING FOR WORKSTATION CLUSTER

Listed below are all the products needed to construct the six (6) workstation cluster workstation cluster on the attached **Appendix F - Workstation Cluster**", as well as the contract price for each item by delivery option. This listing consists of components from **Unigroup** applying the discount for a single Contract.

<u>Quantity</u>	<u>Unit</u>	<u>Product Number</u>	<u>Description</u>	<u>List Price</u>	<u>Standard Delivery</u>		<u>Express Delivery</u>	
					<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
1	PC	CW-42	KIT, INSTALL CTRWT, FSF, 42"	\$133.00	\$37.24	\$37.24	\$43.89	\$43.89
3	PC	LFSS-230-LDCH	FILE, 2X30, SQ CASE, 12" DRAWERS, LOCK, W/CTWT	\$827.00	\$231.56	\$694.68	\$272.91	\$818.73
1	PC	LFSS-342-LD0H	FILE, 3X42, SQ CASE, 12"	\$1,221.00	\$341.88	\$341.88	\$402.93	\$402.93
2	PC	LTBL-5242-HF	FILE, TWR, 950, 62HX24WX23D, 6/6/12/BK, LH, FLAT	\$2,157.00	\$603.96	\$1,207.92	*\$767.38	*\$1,534.76
4	PC	LTBR-5242-HF	FILE, TWR, 950, 62HX24WX23D, 6/6/12/BK, RH, FLAT	\$2,157.00	\$603.96	\$2,415.84	*\$767.38	*\$3,069.52
6	QTY. 6	LSET-6	STANDARD LOCK PLUG & KEY LOCK SET	\$00.00	\$00.00	\$00.00	\$00.00	\$00.00
6	PC	UESZ-0442-PM	SHELF, SUBASSY, MINI, 42"NEW CORNER	\$326.00	\$60.31	\$361.86	N/A	N/A
3	PC	WK-129	PNL ACC, WAINSCOT KIT, 12X29, TAT/TAT	\$255.00	\$47.18	\$141.54	N/A	N/A
1	PC	WK-329	PNL, ACC, WAINSCOT KIT, 36X29, TAT/TAT	\$300.00	\$55.50	\$55.50	N/A	N/A
1	PC	BFM-1-B	BASE FEED, COND, LIQ. TIGHT	\$167.00	\$30.90	\$30.90	\$39.25	\$39.25





## Item Listing, continued

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<u>Quantity</u>	<u>Unit</u>	<u>Product Number</u>	<u>Description</u>	<u>List Price</u>	<u>Standard Delivery</u>		<u>Express Delivery</u>	
					<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
1	PC	SPLE-2899	CTR TOP, ASY, RT ANGLE, ERA-1	\$551.00	\$101.95	\$101.95	N/A	N/A
1	PC	WUTS-1530-LTSC	CT ASSY UNIV 30X15 RGLR STD MT	\$374.00	\$69.20	\$69.20	*\$87.90	*\$87.90
1	PC	WUTS-1536-LTSC	CT ASSY UNIV 36X15 RGLR ERA-1 MT	\$395.00	\$73.08	\$73.08	*\$92.83	*\$92.83
1	PC	WURD-3060-LTSA	WS ASSY, UNIV, 60X30, D, SHPD	\$331.00	\$61.24	\$61.24	\$77.79	\$77.79
2	PC	EFP-1862-B	PNL, ERA, 18X62, TAT/TAT, PW, PB	\$721.00	\$133.39	\$266.78	\$169.44	\$338.88
2	PC	EFP-242-B	PNL, ERA, 2X42, TAT/TAT, PW, PB	\$707.00	\$130.80	\$261.60	\$166.15	\$332.30
11	PC	EFP-262-B	PNL, ERA, 2X62, TAT/TAT, PW, PB	\$750.00	\$138.75	\$1,526.25	\$176.25	\$1,938.75
1	PC	EFP-3042-B	PNL, ERA, 30X42, TAT/TAT, PW, PB	\$767.00	\$141.90	\$141.90	\$180.25	\$180.25
6	PC	EFP-3062-B	PNL, ERA, 30X62, TAT/TAT, PW, PB	\$832.00	\$153.92	\$923.52	\$195.52	\$1,173.12
1	PC	EFP-342-B	PNL, ERA, 3X42, TAT/TAT, PW, PB	\$802.00	\$148.37	\$148.37	\$188.47	\$188.47
6	PC	EFP-362-B	PNL, ERA, 3X62, TAT/TAT, PW, PB	\$894.00	\$165.39	\$992.34	\$210.09	\$1,260.54
15	PC	EFP-4262-B	PNL, ERA, 42X62, TAT/TAT, PW, PB	\$952.00	\$176.12	\$2,641.80	\$223.72	\$3,355.80
3	PC	EGP-162-B	PNL, ERA-1, 1X62, GLAZED, PW, PB	\$904.00	\$167.24	\$501.72	\$212.44	\$637.32



## Item Listing, continued

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<u>Quantity</u>	<u>Unit</u>	<u>Product Number</u>	<u>Description</u>	<u>List Price</u>	<u>Standard Delivery</u>		<u>Express Delivery</u>	
					<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
1	PC	EGP-362-B	PNL, ERA-1, 3X62, GLAZED, PW, PB	\$1,330.00	\$246.05	\$246.05	\$312.55	\$312.55
1	PC	FDRV-3	OSU ASSY, UNI, 36"/914MM, REG, LAM, LOCK	\$322.00	\$59.57	\$59.57	\$75.67	\$75.67
3	PC	FDRV-30	OSU ASSY, UNI, 30"/762MM, REG, LAM, LOCK	\$298.00	\$55.13	\$165.39	\$70.03	\$210.09
4	PC	FDRV-42	OSU ASSY, UNI, 42"/1067MM, REG, LAM, LOCK	\$333.00	\$61.61	\$246.44	\$78.26	\$313.04
1	PC	FPFC-42-B	FINPOST, ERA-1, 90DEG, 42 IN, TAT, 4" BASE	\$70.00	\$12.95	\$12.95	\$16.45	\$16.45
4	PC	FPFC-62-B	FINPOST, ERA-1, 90DEG, 62 IN, TAT, 4" BASE	\$78.00	\$14.43	\$57.72	\$18.33	\$73.32
6	PC	FPFS-62-B	FINPOST, ERA-1, 180DEG, 62 IN, TAT, 4" BASE	\$71.00	\$13.14	\$78.84	\$16.69	\$100.14
1	PC	WUCC-0004	KIT, INSTALL, W.S.,P&D	\$223.00	\$41.26	\$41.26	\$52.41	\$52.41
1	PC	HNAM-3023	MARKERBOARD, PLACES/UNIGROUP, 24X30	\$281.00	\$51.99	\$51.99	\$66.04	\$66.04
2	PC	HNAM-3623	MAKRERBOARD, PLACES/UNIGROUP, 24X36	\$299.00	\$55.32	\$110.64	\$70.27	\$140.54
3	PC	HTB-3016	TB, PLC/UNI, 30X16, TEL	\$160.00	\$29.60	\$88.80	\$37.60	\$112.80
2	PC	HTB-3616	TB, PLC/UNI, 36X16, TEL	\$166.00	\$30.71	\$61.42	\$39.01	\$78.02
6	PC	HTB-4216	TB, PLC/UNI, 42X16, TEL	\$175.00	\$32.38	\$194.28	\$41.13	\$246.78
3	PC	LUTS-0030-16UEP	LIGH, TASK, OCTIC, LPF, PKG'D, 30 IN	\$163.00	\$30.16	\$90.48	\$38.31	\$114.93



## Item Listing, continued

Page 4

<u>Quantity</u>	<u>Unit</u>	<u>Product Number</u>	<u>Description</u>	<u>List Price</u>	<u>Standard Delivery</u>		<u>Express Delivery</u>	
					<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
1	PC	LUTS-0030-16UEP	LIGH, TASK, OCTIC, LPF, PKG'D, 30 IN	\$163.00	\$30.16	\$30.16	\$38.31	\$38.31
4	PC	LUTS-0042-16UEP	LIGH, TASK, OCTIC, LPF, PKG'D, 42 IN	\$177.00	\$32.75	\$131.00	\$41.60	\$166.40
1	PC	ZEBV L/R	KIT, HRDWR, W/S-PNL, P&D, LH,RH	\$36.00	\$6.66	\$6.66	\$8.46	\$8.46
3	6 PR BOX	PRD-3-B	RECEPTACLE ASSY, PLUNI, STD GRND, PACKAGED, COMMON	\$120.00	\$22.20	\$66.60	\$28.20	\$84.60
1	PC	SR-3	SHELF ASSY, REGULAR – 3FT.	\$166.00	\$30.71	\$30.71	\$39.01	\$39.01
3	PC	SR-30	SHELF ASSY, REG – 30 IN	\$161.00	\$29.79	\$89.37	\$37.84	\$113.52
4	PC	SRS-42	SHELF ASSY, REG – 42 IN	\$170.00	\$31.45	\$125.80	\$39.95	\$159.80
2	PC	WUCR-4242-LTSAN44	WS, ASY, 42/42, CRN, WRP ARNDCURVILINEAR, UNIGRP	\$500.00	\$92.51	\$185.02	\$117.51	\$235.02
6	PC	WUCK-4242-LTSAN44	WS ASSY-4224, TMLDG, SPLIT, HGT ADJ	\$1,548.00	\$286.39	\$1,718.34	\$363.79	\$2,182.74
6	PC	WURA-2430-LTSA	WS ASSY UNIV 30X24 RGLR W/WIREWAY	\$285.00	\$52.73	\$316.38	\$66.98	\$401.88
4	PC	WURA-2436-LTSA	WS ASSY UNIV 36X24 RGLR W/WIREWAY	\$304.00	\$56.24	\$224.96	\$71.44	\$285.76
2	PC	WURA-2442-LTSA	WS ASSY UNIV 42X24 RGLR W/WIREWAY	\$325.00	\$60.13	\$120.26	\$76.38	\$152.76



## Item Listing, continued

Page 5

<u>Quantity</u>	<u>Unit</u>	<u>Product Number</u>	<u>Description</u>	<u>List Price</u>	<u>Standard Delivery</u>		<u>Express Delivery</u>	
					<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
1	PC	WURA-2448-LTSA	WS ASSY UNIV 48X24 RGLR	\$388.00	\$71.78	\$71.78	\$91.18	\$91.18
3	PC	WURA-2454-LTSA	WS ASSY UNIV 54X24 RGLR W/WIREWAY	\$410.00	\$75.85	\$227.55	\$96.35	\$289.05
1	PC	WURA-2472-LTSA	WS ASSY UNIV 72X24 RGLR W/WIREWAY	\$504.00	\$93.24	\$93.24	\$118.44	\$118.44
1	PC	WURA-2432-LTSA	WS ASSY, W/WIREWAY-3224	\$294.00	\$54.39	\$54.39	\$69.09	\$69.09

\* Alternate but equal products specified for Express Delivery. Examples: X Series Personal Storage Tower in place of 950 Series Personal Storage Tower, etc.

Total Standard: **\$17,995.16** Total Express: **\$21,921.83**



## APPENDIX C PRICING SHEETS

### **NEW OPEN SPACE OFFICE FURNITURE DESIGN SERVICES INFORMATION SHEET**

The **first level** of **DESIGN SERVICES** (with the exception of small projects) is when all New Open Space Office Furniture is going to be ordered and workstations need to be designed. Indicated below are the **DESIGN SERVICES** charges for each order level and zone. These charges are expressed as a percentage (%) to be multiplied by the total net Contract value of the order for the furniture that will be required. (See **DESIGN SERVICES** Statement in the attached terms and conditions.) Order levels are net product values. See the attached **Appendix E – Zone Map** for counties allocated by zone.

<b>Zone/Order Level</b>	<b>Standard Delivery Program</b>	<b>Express Delivery Program</b>	<b>Rapid Response</b>
<b><u>Zone 1 – Metro Region</u></b>			
< \$100,000	6%	6.5%	5%
> \$100,000	5%	5.5%	4%
<b><u>Zone 2- University Region</u></b>			
< \$100,000	6%	6.5%	5%
> \$100,000	5%	5.5%	4%
<b><u>Zone 3 – Southwest Region</u></b>			
< \$100,000	6%	6.5%	5%
< \$100,000	5%	5.5%	4%
<b><u>Zone 4 – Bay Region</u></b>			
< \$100,000	7%	7.5%	6%
> \$100,000	6%	6.5%	5%
<b><u>Zone 5 – North Region</u></b>			
< \$100,000	8%	8.5%	7%
> \$100,000	8%	8.5%	7%
<b><u>Zone 6- Superior Region</u></b>			
< \$100,000	12%	12.5%	12.5%
> \$100,000	12%	12.5%	12.5%



## APPENDIX C PRICING SHEETS

### NEW OPEN SPACE OFFICE FURNITURE DESIGN SERVICES INFORMATION SHEET

The **second level** of **DESIGN SERVICES** is when workstations need to be designed and the installation will consist of a combination of New Open Space Office Furniture ordered from this Contract and existing furniture. This **DESIGN SERVICES** charge is indicated below as a dollar amount per hour.

**\$42.00** per hour

Premium Services (Evenings and Weekends)

**\$63.00** per hour

The dollar amount per hour expressed will also apply to projects requiring all new furniture to be ordered from the Contract when the initial DESIGN SERVICES required for the project have been completed in compliance with the attached DESIGN SERVICES specifications. This figure will apply when the agency requires additional DESIGN SERVICES (due to further changes, a requirement to meet with each individual in the office, "tune up" design, etc.), above and beyond what is required by the attached specifications.

Indicated below are standard time frames generally allotted for various size projects based on the number of workstations:

Design Tasks	Timeframe for Completion				
	Number of Workstations				
	10-29	30-59	60-89	90-149	150+
Schematics Design Block Plan	3 hrs - 20 min	10 hrs	20 hrs	30 hrs	50 hrs
Preliminary Design Block Plan	3 hrs - 20 min	10 hrs	20 hrs	30 hrs	50 hrs
Installation Design Plan	5 hrs	15 hrs	30 hrs	45 hrs	75 hrs
Itemized Parts List	5 hrs	15 hrs	30 hrs	45 hrs	75 hrs

Indicated below is the estimated number of hours required for communication with the agency for each of the following tasks based on the number of workstations:

Design Tasks	Number of Communication Hours Required				
	Number of Workstations				
	10-29	30-59	60-89	90-149	150+
Agency Programming	5 hrs	15 hrs	30 hrs	45 hrs	75 hrs
Pre-Design Review Meeting	Included in table above under schematics				
Schematics Design Block Plan,	Included in table above under schematics				
Preliminary Design Block Plan	Included in table above under preliminary				
Installation Design Plan	Included in table above under installation				
Itemized Parts List	Included in table above under itemized parts				
Project Cost	Included in table above under itemized parts				
Punch List	Included in table above under itemized parts				
"Tune-Up" Design	2.5 hrs	7.5 hrs	15 hrs	22.5 hrs	37.5 hrs



## APPENDIX C PRICING SHEETS

### NEW OPEN SPACE OFFICE FURNITURE INSTALLATION SERVICES INFORMATION SHEET

The **first level** of **INSTALLATION** is when all New Open Space Office Furniture is going to be ordered and workstations need to be installed. Indicated below are the **INSTALLATION** charges for each order level and zone. These charges are expressed as a percentage (%) to be multiplied by the total net Contract value of the order for the furniture that will be required. (See **INSTALLATION** Statement in the attached terms and conditions.) Order levels are net product values. See the attached **Appendix E – Zone Map** for counties allocated by zone.

Zone/Order Level	Standard Delivery Program	Express Delivery Program	Rapid Response Program	Additional % Charge for Premium Service
<b><u>Zone 1 – Metro Region</u></b>				
< \$100,000	12.5%	13%	13%	25%
> \$100,000	12.5%	13%	13%	25%
<b><u>Zone 2- University Region</u></b>				
< \$100,000	11%	11.5%	11.5%	22%
> \$100,000	11%	11.5%	11.5%	22%
<b><u>Zone 3- Southwest Region</u></b>				
< \$100,000	11%	11.5%	11.5%	22%
< \$100,000	11%	11.5%	11.5%	22%
<b><u>Zone 4- Bay Region</u></b>				
< \$100,000	11%	11.5%	11.5%	22%
> \$100,000	11%	11.5%	11.5%	22%
<b><u>Zone 5- North Region</u></b>				
< \$100,000	14%	14.5%	14%	28%
> \$100,000	14%	14.5%	14%	28%
<b><u>Zone 6- Superior Region</u></b>				
< \$100,000	18%	18.5%	18%	36%
> \$100,000	18%	18.5%	18%	36%



## APPENDIX C PRICING SHEETS

### NEW OPEN SPACE OFFICE FURNITURE INSTALLATION SERVICES INFORMATION SHEET

The **second level** of **INSTALLATION** is when workstations need to be installed and the installation will consist of a combination of New Open Space Office Furniture ordered from this Contract and existing furniture. This **INSTALLATION** charge is indicated below as a dollar amount per hour.

ZONE	2 <sup>nd</sup> Level Installation Hourly Rate		
	LABORER	CARPENTER	ELECTRICIAN
<b><u>Zone 1 – Metro Region</u></b>			
Regular Time	\$52.00	\$65.00	\$75.00
Time and One Half	\$78.00	\$97.50	\$112.50
Double Time	\$104.00	\$130.00	\$150.00
<b><u>Zone 2 – University Region</u></b>			
Regular Time	\$48.00	\$54.00	\$75.00
Time and One Half	\$72.00	\$81.00	\$112.50
Double Time	\$96.00	\$108.00	\$150.00
<b><u>Zone 3- Southwest Region</u></b>			
Regular Time	\$45.00	\$49.00	\$72.00
Time and One Half	\$67.50	\$73.50	\$108.00
Double Time	\$90.00	\$98.00	\$144.00
<b><u>Zone 4- Bay Region</u></b>			
Regular Time	\$43.00	\$54.00	\$70.00
Time and One Half	\$64.50	\$81.00	\$105.00
Double Time	\$86.00	\$108.00	\$140.00
<b><u>Zone 5 – North Region</u></b>			
Regular Time	\$46.00	\$54.00	\$72.00
Time and One Half	\$69.00	\$81.00	\$108.00
Double Time	\$92.00	\$108.00	\$144.00
<b><u>Zone 6 – Superior Region</u></b>			
Regular Time	\$60.00	\$65.00	\$72.00
Time and One Half	\$90.00	\$97.50	\$108.00
Double Time	\$120.00	\$130.00	\$144.00

Note: Regular Time, Time and One Half, and Double Time are to be paid as dictated by the prevailing wage board.

The dollar amount per hour expressed will also apply to projects requiring additional INSTALLATION after the initial INSTALLATION is completed in compliance with the attached INSTALLATION specifications. This figure will kick-in when the agency requires "tune-up" INSTALLATION or re-configuration due to minor revisions requested by the agency.





## APPENDIX C PRICING SHEETS

### NEW OPEN SPACE OFFICE FURNITURE INSTALLATION SERVICES INFORMATION SHEET

The **third level** of **INSTALLATION** is when workstations need to be installed and the installation requires the breakdown of existing furniture combined with installation of existing and New Open Space Office Furniture ordered from this Contract. Teardown of existing workstations may or may not include removal. Indicated below are the charges for this entire process for each order level and zone. This figure is expressed as a dollar amount per hour. The actual time required to complete the breakdown, installation, and removal will be multiplied by the dollar amount per hour to determine the cost for installing the project, including transportation time. A map is included In **Appendix E – Zone Map** for reference purposes. (See **INSTALLATION** Statement in the attached terms and conditions.)

ZONE	3 <sup>rd</sup> Level Installation Hourly Rate		
	LABORER	CARPENTER	ELECTRICIAN
<b><u>Zone 1 – Metro Region</u></b>			
Regular Time	\$52.00	\$65.00	\$75.00
Time and One Half	\$78.00	\$97.50	\$112.50
Double Time	\$104.00	\$130.00	\$150.00
<b><u>Zone 2 – University Region</u></b>			
Regular Time	\$48.00	\$54.00	\$75.00
Time and One Half	\$72.00	\$81.00	\$112.50
Double Time	\$96.00	\$108.00	\$150.00
<b><u>Zone 3 – Southwest Region</u></b>			
Regular Time	\$45.00	\$49.00	\$72.00
Time and One Half	\$67.50	\$73.50	\$108.00
Double Time	\$90.00	\$98.00	\$144.00
<b><u>Zone 4- Bay Region</u></b>			
Regular Time	\$43.00	\$54.00	\$70.00
Time and One Half	\$64.50	\$81.00	\$105.00
Double Time	\$86.00	\$108.00	\$140.00
<b><u>Zone 5 – North Region</u></b>			
Regular Time	\$46.00	\$54.00	\$72.00
Time and One Half	\$69.00	\$81.00	\$108.00
Double Time	\$92.00	\$108.00	\$144.00
<b><u>Zone 6 – Superior Region</u></b>			
Regular Time	\$60.00	\$65.00	\$72.00
Time and One Half	\$90.00	\$97.50	\$108.00
Double Time	\$120.00	\$130.00	\$144.00

Note: Regular Time, Time and One Half, and Double Time are to be paid as dictated by the prevailing wage board.



## APPENDIX C PRICING SHEETS

### TIME STUDIES

Time studies are the assembly time required to install the six (6) workstation cluster drawings included in Appendix F. This is based on the dealer installing **Unigroup**, with the conditions indicated below. This will be used as a benchmark.

### CONDITIONS

Time studies **shall include all tasks** involved from the time the truck pulls up to the site to the completion of installation including trash removal and cleaning of the site.

The following conditions are included when calculating time-study hours.

- a) Street unloads with a short push (less than 25 feet from the back of the truck to the front doors of the facility).
- b) Time study hours include unloading, push to location site, uncarton, unpacking, staging and removal of topcaps and baseplates
- c) Installation took place on the 1<sup>st</sup> floor (no vertical transportation required)
- d) The site was clean and completely void of other trades and services being rendered.
- e) Free and clear access to loading docks and elevators, both of which are the proper size to accommodate Seller's products.
- f) Hours shall include trash disposal, wipe down or cleaning of the site.
- g) Job site is punched and accepted by client before delivery and installation
- h) The installation is not conducted in any certain order.

Indicated below are the time study hours including the total time duration as well as the total billable man-hours. (e.g. 4 men X 2 hours = 8 total billable man hours)

Time Duration in Hours for Cluster of workstations #1-#6 listed Appendix E:	Multiplied by number of men used for installation	Equals Total Billable Man Hours for installation
<b>3.25 Hours</b>	<b>7 Men</b>	<b>= 22.75 Billable Hours</b>

### PREVAILING WAGE RATES

Prevailing wage rates only apply to work being performed in State owned, controlled or leased buildings. The prevailing wage classification is defined as **laborer**, unless otherwise specified.

### NON-PREVAILING WAGE RATES

Prevailing wage rates only apply to work performed in State owned, controlled or leased buildings. The non-prevailing wage rate applies to all other work.

<b><u>Non Prevailing Wage Rate:</u></b>	<b>\$38.50</b>
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### Unusual Unload

Haworth and its dealers include unloading of product in the contract percentage pricing. There will be projects that will have unusual conditions. When this occurs, Haworth Dealers will negotiate with the State in advance a mutually agreed-upon rate. Some unusual conditions are listed below, but not limited to:

1. Loading docks that will not accommodate industry standard 13'-6" high trailers.
2. Non-operational, extremely small, or inaccessible elevators.
3. Installation area that is more than 150 feet from the unloading area.
4. City mandated street/lane closure and permits or equipment related to traffic control (a rare occurrence that would be disadvantageous to the State for Haworth Dealers to incorporate those costs within the installation rate).

### Installation Conditions

Haworth and its dealers understand that there will be projects with expedited timelines. In those circumstances where the State requests that the furniture be delivered and installed before the site is ready, Haworth and its Dealers cannot be held responsible for damages to the building or furniture by other contractors, other trades or State employees.

Requests to continue the assembly of the furniture before the area is physically ready to accept furniture must be communicated in writing to the Haworth Dealer. Multiple handling of the furniture after the initial staging, requested by the State or by other contractors, other trades, will be documented in writing, in advance, and billed at the hourly rate.

Dealers can also provide cleaning services in these cases where construction debris and dirt accumulate after the initial clean at a negotiated rate.



## APPENDIX C PRICING SHEETS

### DESIGN CALCULATION SHEET

#### DESIGN SERVICES:

Indicated below are the design charges for the six (6) workstation cluster on the attached Appendix F - "Workstation cluster" form. This figure is first expressed as a percentage (%), taken from Appendix C - DESIGN SERVICES INFORMATION SHEET from the column that represents the Total for Furniture from the Standard Delivery Item Listing and the row representing Zone 2 – University Region, for orders equal to or over \$100,000. The percentage is then multiplied by the Total Cost for Furniture from the Standard Delivery Item Listing. (See ITEM LISTING Statement in Terms and Conditions.)

<b>% for Design Services</b>		<b>Total for Furniture from the Standard Item listing</b>		<b>Total Amount For DESIGN SERVICES</b>
<b>5.0%</b>	X	<b>\$17,995.16</b>	=	<b>\$899.76</b>
<b>% for Design Services</b>		<b>Total for Furniture from the Express Item listing</b>		<b>Total Amount for DESIGN SERVICES</b>
<b>5.5%</b>	X	<b>\$21,921.83</b>	=	<b>\$1,205.70</b>



## APPENDIX C PRICING SHEETS

### INSTALLATION CALCULATION SHEET

Indicated below are the installation charges to install the six-workstation cluster on the attached **Appendix F** - "Workstation Cluster". This figure is first expressed as a percentage (%), taken from the INSTALLATION SERVICES INFORMATION SHEET from the column that represents the Total for Furniture from the Standard Delivery Item Listing and the row representing Zone 2 – University Region, for orders equal to or over \$100,000. The percentage is then multiplied by the Total for Furniture from the Standard Delivery Item Listing. (See ITEM LISTING Statement in Terms and Conditions.) Hourly rates are based on the prevailing wage rate for Carpenter per level of installation multiplied by the hours from the time study for the services indicated below.

#### Install Conditions

1. Total hourly rates are based on the prevailing wage rate for **Carpenter**, for Zone 2, for orders over \$100,000.
2. **Please Note:** Prevailing wage is required on all State projects on this contract. Therefore, hourly rates are based upon the contractor paying prevailing wage rates.
3. During this contract, projects may utilize a combination of Carpenters and Laborers. This combination will be mutually decided between the State and the contractor.

**Note:** There shall be no inside delivery charges on orders that included INSTALLATION since unloading the furniture is a part of the installation process.

First Level % for Install Services		Total Cost for Furniture From the Standard Item listing		Total Amount for INSTALL SERVICES
11.0%	X	\$17,995.16	=	\$1,979.47
First Level % for Install Services		Total Cost for Furniture from the Express Item listing		Total Amount for INSTALL SERVICES
11.5%	X	\$21,921.83	=	\$2,521.01
Hourly Rate For Second Level for P.W. Carpenter only		Time Study/Mock-Up		Total Amount for INSTALL SERVICES
\$54.00	X	22.75 hours	=	\$1,228.50
Hourly Rate For Third Level for P.W. Carpenter only		Time Study/Mock-Up		Total Amount for INSTALL SERVICES
\$54.00	X	22.75 hours	=	\$1228.50



## APPENDIX C PRICING SHEETS

### NEW LATERAL FILE PRICING SHEET

**Series Name: 950 Series**

The percentage (%) off list price by geographic area for each delivery option.

Delivery Option	Zone 1 Metro Region	Zone 2 University Region	Zone 3 S. W. Region	Zone 4 Bay Region	Zone 5 North Region	Zone 6 Superior Region
Drop-Ship	72%	72%	72%	72%	72%	72%
Inside Delivery	69%	69%	69%	69%	69%	69%
Delivered & Installed	67%	67%	67%	67%	65%	50%

Several accessory items are included on this Contract, such as laminate tops, counterweights, posting shelves, additional dividers, hanging folder frames, half height drawers, and card tray inserts. These items are included on the Contract based on the same discount for each category of file cabinet in each zone.

### NEW LATERAL FILE CABINETS ITEM LISTING

Indicated below are the charges required to deliver and install the items on the attached Lateral File Item Listing. This figure is first expressed as a dollar figure, taken from the Lateral File Pricing Sheet, the column that represents the Delivered and Installed for Zone 2 – University Region.

The date of the manufacturer's printed list price/catalog used to calculate the price for each item on the attached Item Listings.

**June 2005**



## APPENDIX C PRICING SHEETS

### NEW LATERAL FILE CABINETS ITEM LISTING

**TYPE 2 - Lateral File Cabinet. Roll-out shelf, per the attached specifications.**

<u>Item</u>	<u>Unit</u>	<u>Commodity #</u>	<u>Description</u>	<u>Unit Price</u>
<b>1.</b>	Each	425-40-52-0501	<b>30" width, Two openings high.</b> Without lift-up receding doors; Without lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-230-NRCD</b>	<b>\$218.12</b>
	Each	425-40-52-709	With lift-up receding doors; With lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-230-LRCD</b>	<b>\$231.56</b>
<b>2.</b>	Each	425-40-52-2408	<b>36" width; Four openings high.</b> With lift-up receding doors; Without lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-436-NR0D</b>	<b>\$409.36</b>
	Each	425-40-52-2507	With lift-up receding doors; With lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-436-LR0D</b>	<b>\$422.80</b>
<b>3.</b>	Each	425-40-52-4008	<b>42" width; Five openings high.</b> With lift-up receding doors; Without lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-542-NR0D</b>	<b>\$555.24</b>
	Each	425-40-52-4008	With lift-up receding doors; With lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-542-LR0D</b>	<b>\$568.68</b>

**TYPE 3 Lateral File Cabinet. Roll-out drawer (fixed front), per the attached specifications.**

4.	Each	425-40-53-0500	<b>30" width. Two openings high.</b> Without lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-230-ND0D</b>	<b>\$218.12</b>
	Each	425-40-53-0609	With lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-230-LD0D</b>	<b>\$231.56</b>
5.	Each	425-40-53-1706	<b>36" width. Four openings high.</b> Without lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-436-ND0D</b>	<b>\$409.36</b>
	Each	425-40-53-1805	With lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-436-LD0D</b>	<b>\$422.80</b>
6.	Each	425-40-53-2704	<b>42" width. Five openings high. Top opening shall be a roll-out shelf with lift-up receding door</b> Without lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-542-ND0D</b>	<b>\$555.24</b>
	Each	425-40-53-2803	With lock. With three (3) shelf dividers per opening.  Make: <b>950 Series</b> Model: <b>LFSS-542-LD0D</b>	<b>\$568.68</b>





## APPENDIX C PRICING SHEETS

### ADDITIONAL INFORMATION SHEET

Indicated below is the restocking charge (see **RESTOCKING PROGRAM\*** Statement in the attached terms and conditions). This restocking charge is expressed as a percentage (%) of the net price for the items to be returned:

**15%** of the net price for the items to be returned

\*The restocking program is not available for Workstation-In-A-Week.

Indicated below is the project coordination charge (see **PROJECT COORDINATION** Statement in the attached terms and conditions). This project coordination charge is expressed as a dollar amount per hour:

**\$42.00** per hour

#### Warranty levels:

**Please refer to the Haworth Warranty located in Appendix O.**

All of the above warranties MUST also include labor costs.

Cost for **storage per square foot per day** beyond seven (7) calendar days:

**\$.03** per foot per day

Indicated below is the address where orders shall be placed. Agencies can call the contact below with general questions about orders already place, scheduled ship dates, etc.:

#### **DBI Business Interiors**

**912 East Michigan Avenue, Lansing, MI 48912**

**Contact: Marie Broxholm, State of MI Customer Service Representative**

**PH: (517) 485-3200 or (800) 968-1324**

**Fax: (517) 485-6218**

**e-mail: [marie.broxholm@dbiyes.com](mailto:marie.broxholm@dbiyes.com)**

The person(s) responsible for administering this Contract:

NAME: **Phil Todd**

TITLE: **Director of Sales Support**

PHONE: **(616) 393-1069**

E-MAIL: **[Phil.Todd@Haworth.com](mailto:Phil.Todd@Haworth.com)**

NAME: **Rhonda Hodges**

TITLE: **Account Manager**

PHONE: **517-719-6172**

E-MAIL: **[Hodgesr2@michigan.gov](mailto:Hodgesr2@michigan.gov)**



**APPENDIX D**

**FOR THE AGENCY BUYER LIST**

**CLICK ON THE LINK BELOW:**

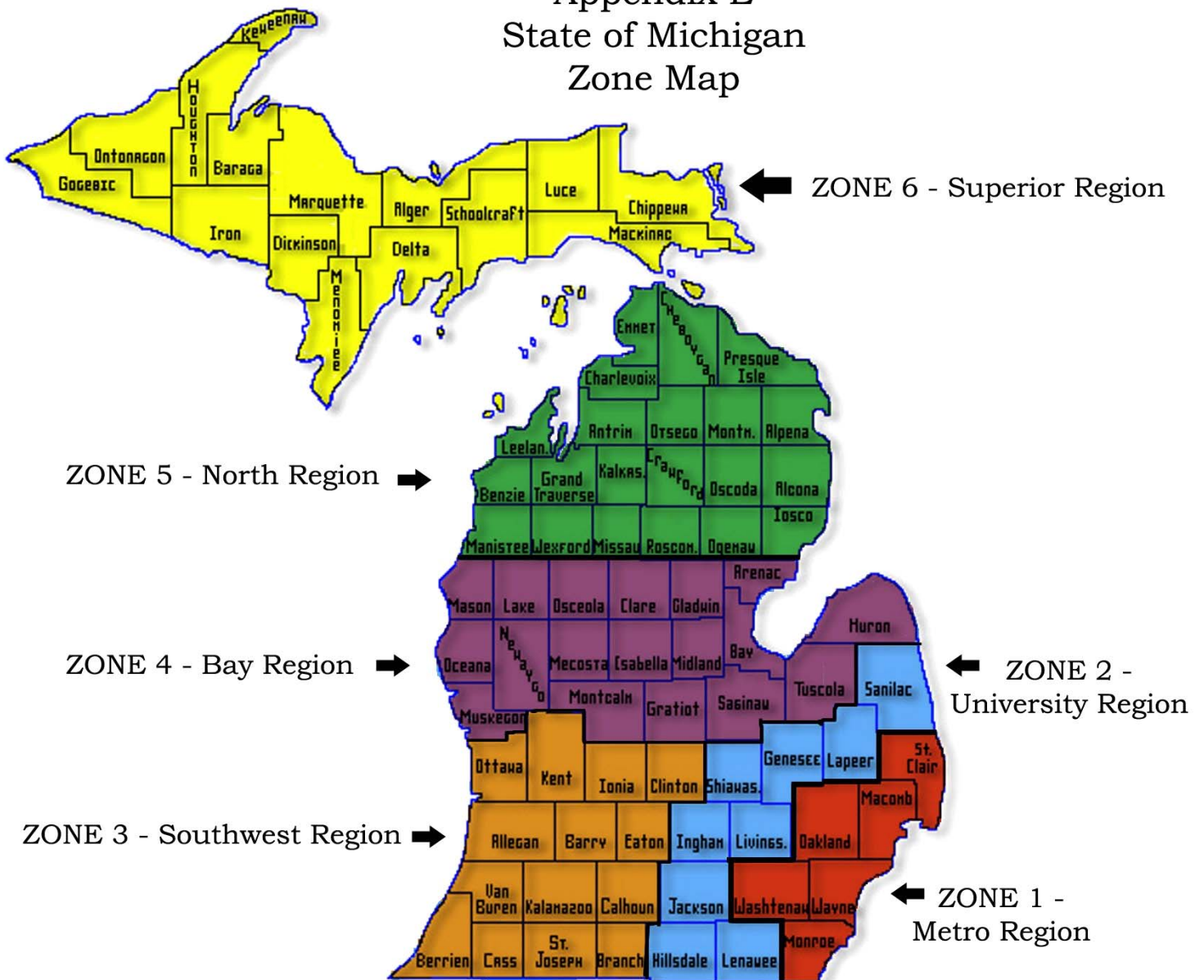
**[HTTP://WWW.MICHIGAN.GOV/BUYMICHIGANFIRST](http://www.michigan.gov/buymichiganfirst)**

**SELECT: [CONTACT US](#)**

**SELECT: [Other Executive Agencies' Buyer List](#)**



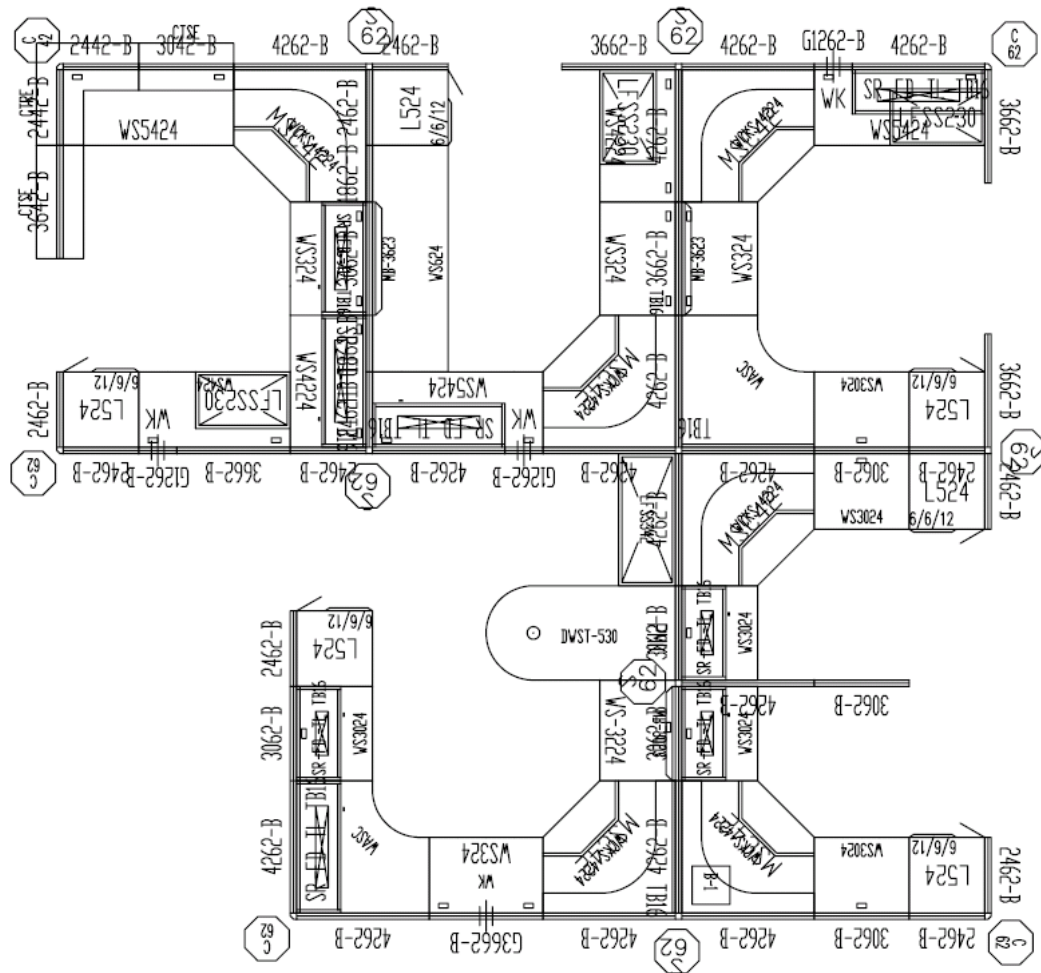
## Appendix E State of Michigan Zone Map





## APPENDIX F

### (6) Six Workstation Cluster



912 E. Michigan Ave.  
Lansing, MI, 48912  
517.485.3200  
www.dbiyes.com

Project #: **05468**

Drawn by:

Scale:

Date: **12-5-05**

Checked By:

## STATE OF MICHIGAN

### UNIGROUP OPTION

Client Name:

Address:

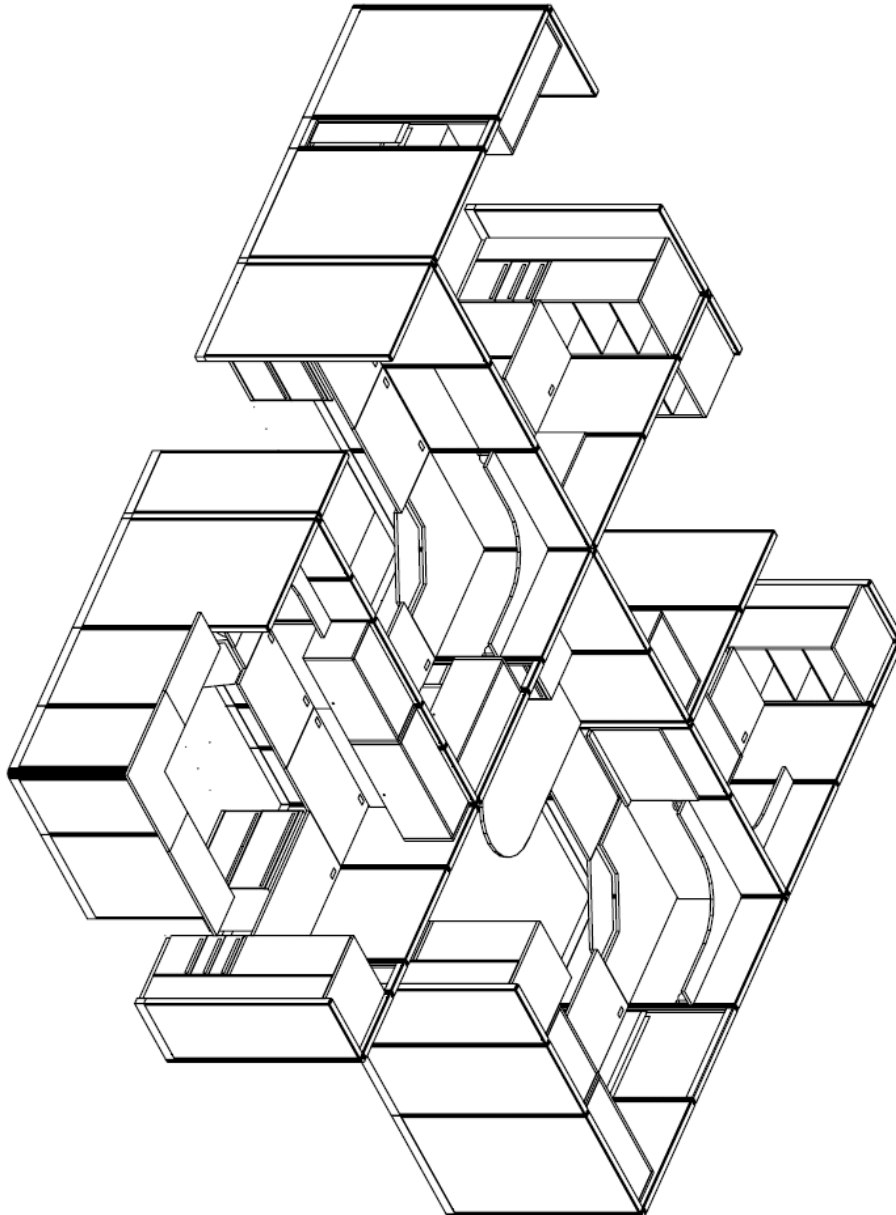
Sheet:


**1**

**2**



**APPENDIX F**  
**(6) Six Workstation Cluster**



 912 E. Michigan Ave. Lansing, MI, 48912 517.485.3200 www.dbiyes.com	Project #: <b>05468</b>	<b>STATE OF MICHIGAN</b> <b>UNIGROUP 3-D</b>		Sheet:
	Drawn by:			<b>2</b>
	Scale:			<b>2</b>
	Date: <b>12-5-05</b>	Client Name:		
	Checked By:	Address:		

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## APPENDIX G



STATE OF MICHIGAN

JENNIFER M. GRANHOLM  
GOVERNORDEPARTMENT OF LABOR & ECONOMIC GROWTH  
LANSINGKEITH W. COOLEY  
DIRECTOR**REQUIREMENTS OF THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965**

The Michigan Department of Labor & Economic Growth determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the State or a school district is the contracting agent and which is financed or financially supported by the State. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the State projects. The attached prevailing rates provide an hourly rate which includes wage and fringe benefit totals for designated construction mechanic classifications. The overtime rates also include wage and fringe benefit totals. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

**State of Michigan responsibilities under the law:**

- The department establishes the prevailing rate for each classification of construction mechanic requested by a contracting agent prior to contracts being let out for bid on a State project.

**Contracting agent responsibilities under the law:**

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, including rates for registered apprentices, must be obtained prior to contracts being let out for bid on a State project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates of wages and fringe benefits have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

**Contractor responsibilities under the law:**

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.
- Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection with said contract. This record shall be available for reasonable inspection by the contracting agent or the department.
- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic shall only be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

**Enforcement:**

A person who has information of an alleged prevailing wage violation on a State project may file a complaint with the Wage & Hour Division. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Prosecuting Attorney for criminal action under Section 7 and/or the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.



**A violation of Act 166 may result in the contractor's name being added to the Prevailing Wage Act Violators List published on the division's website, updated monthly. This list includes the names and addresses of contractors and subcontractors the division has found in violation of Act 166 based on complaints from individuals and third parties. The Prevailing Wage Act Violators List is intended to inform contracting agents of contractors that have violated Act 166 for use in determining who should receive State-funded projects.**

WAGE & HOUR DIVISION

P.O. BOX 30476 • LANSING, MICHIGAN 48909-7976

[www.michigan.gov/wagehour](http://www.michigan.gov/wagehour) • (517) 335-0400 • FAX (517) 335-0077

Cover Letter\_effective\_effective61307.doc



## APPENDIX H



**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
WAGE & HOUR DIVISION  
OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE SCHEDULE**

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays
First 8 Hours		4	8
9th Hour	1	5	
10th Hour	2	6	
Over 10 hours	3	7	

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)

the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)

the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)

the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)

the 6th character is for time worked in the 10th hour (9.1 - 10 hours)

the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

The last character indicates if an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked.

2. Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due

X - means TIME AND ONE-HALF due after 40 HOURS worked

D - means DOUBLE PAY due

Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked

N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked





### 3. EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (*characters 1 - 3*); for all hours worked on Saturday, 1½ rate is due (*characters 4 - 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The N (*character 9*) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (*characters 1-3*); for hours worked on Saturday, 1½ rate is due (*characters 4 – 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The Y (*character 9*) indicates that 4 ten-hour days is an acceptable alternative workweek.

(REV 05/07/04)



JENNIFER M. GRANHOLM  
GOVERNOR

Michigan Department of Labor & Economic Growth  
Wage & Hour Division  
PO Box 30476  
Lansing, MI 48909-7976  
517.335.0400  
[www.michigan.gov/wagehour](http://www.michigan.gov/wagehour)



KEITH W. COOLEY  
DIRECTOR

**Informational Sheet: Prevailing Wages on State Projects**  
**General Information Regarding Fringe Benefits**

**Certain** fringe benefits **may** be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$27
Dental insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$1.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$0.03
Health insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$1.16
Tuition	\$500.00 annual cost/2080 =	\$0.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$0.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$0.96
Total Hourly Credit		\$3.65

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
  - Unemployment Insurance payments
  - Workers' Compensation Insurance payments
  - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
  - Clothing allowance or reimbursement
  - Uniform allowance or reimbursement
  - Gas allowance or reimbursement
  - Travel time or payment
  - Meals or lodging allowance or reimbursement
  - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
  - Industry advancement funds
  - Financial or material loans



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### State of Michigan

Department of Labor and Economic Growth

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #071I6200036

### Wage and Hour Division

6546 Mercantile Way, Suite 5

PO Box 30476

Lansing, MI 48909-7976

Telephone: 517-335-0400

TTY: 517-373-7489

Fax: 517-335-0077

www.michigan.gov/wagehour

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

Page 1 of 33

Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Carpenter</b>		<b>CA-100</b>	<b>\$32.60</b>	<b>\$44.24</b>	<b>\$55.88</b>	<b>H H H X H H H D N</b>
Carpenter						
	<b>Apprentice Rates:</b>					
	1st year		\$18.96	\$24.61	\$30.26	
	2nd year		\$21.69	\$28.47	\$35.25	
	3rd year		\$25.78	\$34.25	\$42.73	
	4th year		\$28.51	\$38.12	\$47.72	
<u>Rate Applies To The Following</u>						
Allegan	Barry	Kent	Lake	Mason	Mecosta	Montcalm
Newaygo	Oceana	Osceola	Ottawa			Muskegon
<b>Carpenter</b>		<b>CA1004FL</b>	<b>\$31.02</b>	<b>\$41.92</b>	<b>\$52.82</b>	<b>H H H H H H H D Y</b>
Floor layer						
	<b>Apprentice Rates:</b>					
	1st Year		\$22.30	\$28.84	\$35.38	
	2nd Year		\$24.48	\$32.11	\$39.74	
	3rd Year		\$26.66	\$35.38	\$44.10	
	4th Year		\$27.75	\$37.02	\$46.28	
<u>Rate Applies To The Following</u>						
Clinton	Eaton	Ingham	Ionia	Jackson	Lenawee	Livingston
Livingston-- The townships of Conway, Cochoctah, Handy, Howell, Iosco & Marion						

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #071I6200036

Printed: 1/2/2008

Report: cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

Page 2 of 33

Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter		CA1004J	\$34.67	\$46.97	\$59.27	H H H H H H H D Y
Carpenter & piledriver						
	Apprentice Rates:					
	1st Year		\$24.83	\$32.21	\$39.59	
	2nd Year		\$27.29	\$35.90	\$44.51	
	3rd Year		\$29.75	\$39.59	\$49.43	
	4th Year		\$30.98	\$41.43	\$51.89	
<u>Rate Applies To The Following</u>						
Jackson	Lenawee					
Carpenter		CA1004L	\$35.47	\$48.17	\$60.87	H H H H H H H D Y
Carpenter, piledriver						
	Apprentice Rates:					
	1st Year		\$25.31	\$32.93	\$40.55	
	2nd Year		\$27.85	\$36.74	\$45.63	
	3rd Year		\$30.39	\$40.55	\$50.71	
	4th Year		\$31.66	\$42.45	\$53.25	
<u>Rate Applies To The Following</u>						
Clinton	Eaton	Ingham	Ionia	Livingston		
Eaton-- -All Twps EXCEPT Bellevue, Kalama, Vermontville, and Walton						
Ionia-- -Twps of Danby, Orange, Portland, and Sebawa						
Livingston-- -Twps of Conway, Cohoctah, Handy, Howell, Iosco, and Marion						
Carpenter		CA-100FL	\$26.76	\$35.67	\$44.57	H H H H H H H D N
Floor Layer						
	Apprentice Rates:					
	1st year		\$17.85	\$22.30	\$26.75	
	2nd year		\$20.53	\$26.32	\$32.11	
	3rd year		\$22.31	\$28.99	\$35.67	
	4th year		\$24.09	\$31.66	\$39.23	
<u>Rate Applies To The Following</u>						
Allegan	Barry	Kent	Lake	Mason	Mecosta	Montcalm
Newaygo	Oceana	Osceola	Ottawa			Muskegon

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

Report: cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name		Classification Description		Classification Number	Prevailing Wage Rates			Overtime Provision	
					Straight Hourly	Time and a Half	Double time		
Carpenter					CA1045	\$40.22	\$56.42	\$72.61	H H H H D D D D N
Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)									
Apprentice Rates:									
1st 6 months					\$20.93	\$25.25	\$31.05		
2nd 6 months					\$24.02	\$31.26	\$39.07		
3rd 6 months					\$25.64	\$33.59	\$42.17		
4th 6 months					\$27.26	\$35.95	\$45.33		
5th 6 months					\$28.87	\$38.28	\$48.43		
6th 6 months					\$30.50	\$40.64	\$51.57		
7th 6 months					\$32.11	\$42.96	\$54.67		
8th 6 months					\$33.73	\$45.30	\$57.79		
Rate Applies To The Following									
Genesee	Lapeer	Livingston	Macomb	Monroe	Oakland	Sanilac	St. Clair		
Washtenaw	Wayne								
Livingston-- -All EXCEPT Twps of Conway, Cohochtah, Handy, Howell, Iosco, and Marion									
Carpenter					CA1510-C	\$33.57	\$45.48	\$57.39	H H D H H H D D Y
Carpenter, Drywall Taper & Finisher, & Floor Layer									
Apprentice Rates:									
1st 6 months					\$26.08	\$33.53	\$40.97		
2nd 6 months					\$27.32	\$35.39	\$43.45		
3rd 6 months					\$28.56	\$37.25	\$45.93		
4th 6 months					\$29.80	\$39.11	\$48.41		
5th 6 months					\$31.05	\$40.98	\$50.91		
6th 6 months					\$32.29	\$42.84	\$53.39		
7th 6 months					\$33.53	\$44.70	\$55.87		
8th 6 months					\$34.77	\$46.56	\$58.35		
Rate Applies To The Following									
Alger	Baraga	Chippewa	Delta	Dickinson	Gogebic	Houghton	Iron		
Keweenaw	Luce	Mackinac	Marquette	Menominee	Ontonagon	Schoolcraft			

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

Report: cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

Page 4 of 33

Classification Name		Classification Description		Classification Number	Prevailing Wage Rates			Overtime Provision
					Straight Hourly	Time and a Half	Double time	
Carpenter Piledriver				CA1510-P	\$33.77	\$45.78	\$57.79	H H D H H H D D Y
		Apprentice Rates:						
		1st 6 months			\$26.20	\$33.71	\$41.21	
		2nd 6 months			\$27.45	\$35.58	\$43.71	
		3rd 6 months			\$28.70	\$37.45	\$46.21	
		4th 6 months			\$29.95	\$39.33	\$48.71	
		5th 6 months			\$31.21	\$41.22	\$51.23	
		6th 6 months			\$32.46	\$43.09	\$53.73	
		7th 6 months			\$33.71	\$44.97	\$56.23	
		8th 6 months			\$34.96	\$46.85	\$58.73	
<u>Rate Applies To The Following</u>								
Alger	Baraga	Chippewa	Delta	Dickinson	Gogebic	Houghton	Iron	
Keweenaw	Luce	Mackinac	Marquette	Menominee	Ontonagon	Schoolcraft		
Carpenter				CA202	\$29.67	\$40.34	\$51.00	H H H H H H H D Y
Carpenter and Floor Layer								
		Apprentice Rates:						
		1st year			\$20.03	\$25.38	\$30.73	
		2nd year			\$22.21	\$28.62	\$35.04	
		3rd year			\$25.48	\$33.50	\$41.52	
		4th year			\$27.66	\$36.75	\$45.84	
<u>Rate Applies To The Following</u>								
Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Crawford	Emmet	
Grand Traverse	Kalkaska	Leelanau	Manistee	Missaukee	Montmorency	Oscoda	Otsego	
Presque Isle	Roscommon	Wexford						

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #071I6200036

Printed: 1/2/2008

Report: cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name		Classification Description		Classification Number	Prevailing Wage Rates			Overtime Provision
					Straight Hourly	Time and a Half	Double time	
Carpenter Piledriver				CA202PD	\$30.32	\$41.30	\$52.28	H H H H H H H D Y
		Apprentice Rates:						
		1st Year			\$20.35	\$25.86	\$31.36	
		2nd Year			\$22.59	\$29.20	\$35.80	
		3rd Year			\$25.97	\$34.23	\$42.49	
		4th Year			\$28.21	\$37.57	\$46.93	
<u>Rate Applies To The Following</u>								
Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Crawford	Emmet	
Grand Traverse	Kalkaska	Leelanau	Manistee	Missaukee	Montmorency	Oscoda	Otsego	
Presque Isle	Roscommon	Wexford						
Carpenter Carpenter & Piledriver				CA-525	\$32.15	\$43.93	\$55.71	H H H H H H H D N
		Apprentice Rates:						
		1st year			\$19.39	\$25.28	\$31.17	
		2nd year			\$22.22	\$29.29	\$36.36	
		3rd year			\$26.47	\$35.31	\$44.15	
		4th year			\$29.29	\$39.30	\$49.32	
<u>Rate Applies To The Following</u>								
Berrien	Branch	Calhoun	Cass	Eaton	Hillsdale	Ionia	Kalamazoo	
St. Joseph	Van Buren							
Eaton--		-the townships of Bellevue, Kalamo, Vermontville & Walton only						
Ionia--		-not included - townships of Danby, Orange, Portland & Sebawa						
Carpenter Floor Layer				CA-525-FL	\$25.76	\$34.87	\$43.97	H H H H H H H D N
		Apprentice Rates:						
		1st year			\$17.85	\$22.30	\$26.75	
		2nd year			\$20.53	\$26.32	\$32.11	
		3rd year			\$22.31	\$28.99	\$35.67	
		4th year			\$24.09	\$31.66	\$39.23	
<u>Rate Applies To The Following</u>								
Berrien	Branch	Calhoun	Cass	Hillsdale	Kalamazoo	St. Joseph	Van Buren	

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

Report: cle class selection





## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

Page 6 of 33

Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter		CA687Z1	\$44.37	\$62.97	\$81.56	H H D H D D D D Y
Carpenter, piledriver						
	Apprentice Rates:					
	1st Year		\$27.63	\$37.85	\$48.08	
	3rd 6 months		\$29.49	\$40.65	\$51.80	
	4th 6 months		\$31.34	\$43.42	\$55.50	
	5th 6 months		\$33.21	\$46.23	\$59.24	
	6th 6 months		\$35.08	\$49.03	\$62.98	
	7th 6 months		\$36.92	\$51.79	\$66.66	
	8th 6 months		\$38.80	\$54.61	\$70.42	
<u>Rate Applies To The Following</u>						
Macomb	Monroe	Oakland	St. Clair	Wayne		
Carpenter		CA687Z2	\$43.87	\$62.21	\$80.55	H H D H D D D D Y
Carpenter, piledriver						
	Apprentice Rates:					
	1st year		\$27.36	\$37.45	\$47.54	
	3rd 6 months		\$29.20	\$40.21	\$51.22	
	4th 6 months		\$31.02	\$42.94	\$54.86	
	5th 6 months		\$32.86	\$45.70	\$58.54	
	6th 6 months		\$34.69	\$48.45	\$62.20	
	7th 6 months		\$36.53	\$51.21	\$65.88	
	8th 6 months		\$38.37	\$53.97	\$69.56	
<u>Rate Applies To The Following</u>						
Livingston	Sanilac	Washtenaw				
Livingston-- -Twps of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Osceola, Putnam, Tyrone, and Unadilla						
Carpenter		CA706F	\$35.85	\$48.65	\$61.44	H H H H H H D Y
Carpenter, Floor layer, Acoustical Ceiling Tile Erector, Piledriver						
	Apprentice Rates:					
	1st year		\$24.78	\$31.19	\$37.60	
	2nd year		\$29.91	\$38.88	\$47.86	
	3rd year		\$31.19	\$40.80	\$50.42	
	4th year		\$33.75	\$44.64	\$55.54	
<u>Rate Applies To The Following</u>						
Genesee	Lapeer	Shiawassee				

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

Report: cle class selection





## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Carpenter</b>		<b>CA706Z4-CA</b>	<b>\$35.25</b>	<b>\$47.76</b>	<b>\$60.27</b>	<b>H H H H H H D Y</b>
	Carpenter, floor layer, acoustical ceiling tile erector, piledriver					
	Apprentice Rates:					
	1st year		\$24.46	\$30.73	\$37.00	
	2nd year		\$29.48	\$38.26	\$47.04	
	3rd year		\$30.73	\$40.14	\$49.54	
	4th year		\$33.24	\$43.90	\$54.56	
<u>Rate Applies To The Following</u>						
Arenac	Bay	Clare	Gladwin	Gratiot	Huron	Iosco
Midland	Ogemaw	Saginaw	Tuscola			Isabella
<b>Electrician</b>		<b>EC-1070-A85</b>	<b>\$42.55</b>	<b>\$56.85</b>	<b>\$71.15</b>	<b>H H H H D D D D Y</b>
	Inside wireman for work above \$85,000					
	Apprentice Rates:					
	1st period		\$25.77	\$32.92	\$40.07	
	2nd period		\$28.63	\$37.21	\$45.79	
	3rd period		\$31.49	\$41.51	\$51.51	
	4th period		\$36.83	\$48.27	\$59.71	
	5th period		\$38.27	\$50.43	\$62.59	
	6th period		\$39.69	\$52.56	\$65.43	
<u>Rate Applies To The Following</u>						
Alger	Chippewa	Luce	Mackinac	Marquette		
<b>Electrician</b>		<b>EC-1070-B85</b>	<b>\$40.47</b>	<b>\$53.73</b>	<b>\$66.99</b>	<b>H H H H D D D D Y</b>
	Inside wireman for work below \$85,000					
	Apprentice Rates:					
	1st period		\$24.73	\$31.36	\$37.99	
	2nd period		\$27.38	\$35.34	\$43.29	
	3rd period		\$30.03	\$39.32	\$48.59	
	4th period		\$35.17	\$45.78	\$56.39	
	5th period		\$36.50	\$47.78	\$59.05	
	6th period		\$37.82	\$49.75	\$61.69	
<u>Rate Applies To The Following</u>						
Alger	Chippewa	Luce	Mackinac	Marquette		

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

Report: cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-131-IW	\$37.72	\$54.02	\$70.32	H H H H H H H D Y
Inside Wireman						
	Apprentice Rates:					
	0-1000 hours		\$16.40	\$22.18	\$27.95	
	1000-2000 hours		\$17.83	\$24.32	\$30.81	
	2000-3500 hours		\$21.15	\$29.17	\$37.18	
	3500-5000 hours		\$22.59	\$31.32	\$40.06	
	5000-6500 hours		\$25.51	\$35.71	\$45.90	
	6500-8000 hours		\$28.42	\$40.07	\$51.72	
<u>Rate Applies To The Following</u>						
Allegan	Barry	Kalamazoo	St. Joseph	Van Buren		
Allegan-- -Townships of Saugatuck, Manlius, Heath, Monterey, Lee, Clyde, Hopkins, Wayland, Ganges, Valley, Allegan, Watson, Martin, Casco, Otsego, Cheshire, Trowbridge and Gunplain ONLY						
Barry-- -Townships of Barry, Yankee Springs, Rutland, Orangeville, Hope and Prairieville ONLY						
Electrician		EC-153-IW	\$43.17	\$58.02	\$72.87	H H H H H H H D Y
Inside Wireman						
	Apprentice Rates:					
	0-1000 hours		\$18.36	\$24.31	\$30.24	
	1000-2000 hours		\$19.84	\$26.53	\$33.20	
	2000-3500 hours		\$28.24	\$36.41	\$44.58	
	3500-5000 hours		\$31.56	\$41.21	\$50.86	
	5000-6500 hours		\$34.87	\$46.01	\$57.14	
	6500-8000 hours		\$38.20	\$50.82	\$63.45	
<u>Rate Applies To The Following</u>						
Berrien	Cass					
Electrician		EC-219-ZA-a	\$41.33	\$55.20	\$69.06	H H H H H H H D Y
Inside wireman for work above \$130,000 total value						
	Apprentice Rates:					
	0-1,000 hours		\$21.33	\$27.57	\$33.81	
	1,000-2,000 hours		\$24.96	\$31.89	\$38.82	
	2,000 - 3,500 hours		\$27.74	\$36.06	\$44.38	
	3,500-5,000 hours		\$30.51	\$40.21	\$49.92	
	5,000 - 6,500 hours		\$33.28	\$44.37	\$55.46	
	6,500 - 8,000 hours		\$36.06	\$48.54	\$61.02	
<u>Rate Applies To The Following</u>						
Dickinson	Iron					

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

Report: cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-219-ZA-b	\$39.04	\$51.77	\$64.49	H H H H H H H D Y
	Inside wireman for work below 130,000 total value.					
	Apprentice Rates:					
	0 - 1,000 hours		\$20.30	\$26.03	\$31.75	
	1,000 - 2,000 hours		\$23.82	\$30.18	\$36.54	
	2,000 - 3,500 hours		\$26.37	\$34.01	\$41.64	
	3,500 - 5,000 hours		\$28.91	\$37.82	\$46.72	
	5,000 - 6,500 hours		\$31.46	\$41.64	\$51.82	
	6,500 - 8,000 hours		\$34.01	\$46.79	\$58.68	
	<u>Rate Applies To The Following</u>					
Dickinson	Iron					
Electrician		EC-219-ZB-a	\$41.33	\$55.20	\$69.06	H H H H H H H D Y
	Inside wireman for work above \$130,000 total value.					
	Apprentice Rates:					
	6,500-8,000 hours		\$36.06	\$48.54	\$61.02	
	0-1,000 hours		\$21.33	\$27.57	\$33.81	
	1,000-2,000 hours		\$24.96	\$31.89	\$38.82	
	2,000-3,500 hours		\$27.74	\$36.06	\$44.38	
	3,500-5,000 hours		\$30.51	\$40.21	\$49.92	
	5,000-6,500 hours		\$33.28	\$44.37	\$55.46	
	<u>Rate Applies To The Following</u>					
Baraga	Gogebic	Houghton	Keweenaw	Ontonagon		
Electrician		EC-219-ZB-b	\$36.78	\$48.37	\$59.96	H H H H H H H D Y
	Inside wireman for work below \$130,000 total value.					
	Apprentice Rates:					
	0-1,000 hours		\$19.28	\$24.50	\$29.71	
	1,000-2,000 hours		\$22.69	\$28.49	\$34.28	
	2,000-3,500 hours		\$25.00	\$31.95	\$38.90	
	3,500-5,000 hours		\$27.33	\$35.45	\$43.56	
	5,000-6,500 hours		\$29.64	\$38.91	\$48.18	
	6,500-8,000 hours		\$31.96	\$42.39	\$52.82	
	<u>Rate Applies To The Following</u>					
Baraga	Gogebic	Houghton	Keweenaw	Ontonagon		

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-252-IW	\$52.79	\$72.84	\$92.88	H H D H D D D D N
Inside wireman						
	Apprentice Rates:					
	1st Period		\$28.21	\$35.97	\$43.72	
	2nd Period		\$32.74	\$42.76	\$52.78	
	3rd Period		\$36.76	\$48.80	\$60.82	
	4th Period		\$40.76	\$54.79	\$68.82	
	5th Period		\$44.77	\$60.81	\$76.84	
	6th Period		\$48.79	\$66.84	\$84.88	
<u>Rate Applies To The Following</u>						
Ingham	Jackson	Livingston	Washtenaw			
Ingham-- -Townships of Onondaga, Leslie, Stockbridge and Bunker Hill ONLY.						
Livingston-- -Townships of Unadilla, Putnam, Hamburg, and Green Oak ONLY.						
Electrician		EC-275-IW	\$38.88	\$55.10	\$71.32	H H H H H H D Y
Inside Wireman						
	Apprentice Rates:					
	0-1000 hours		\$16.63	\$21.98	\$27.32	
	1000-2000 hours		\$17.97	\$23.99	\$30.00	
	2000-3500 hours		\$20.82	\$28.38	\$35.95	
	3500-5000 hours		\$22.20	\$30.46	\$38.71	
	5000-6500 hours		\$25.31	\$35.12	\$44.93	
	6500-8000 hours		\$32.12	\$44.86	\$57.60	
<u>Rate Applies To The Following</u>						
Allegan	Barry	Ionia	Isabella	Kent	Lake	Mason
Montcalm	Muskegon	Newaygo	Oceana	Osceola	Ottawa	Mecosta
Allegan-- -Laketon, Fillmore, Overisel, Salem, Dorr & Leighton townships						
Barry-- -Thornapple & Irving townships						
Ionia-- -Otisco, Orleans, Ronald, N Plains, Keene, Easton, Ionia, Lyons, Boston, Berlin, Campbell & Odessa townships						
Isabella-- -Coldwater, Gilmore, Sherman, Nottawa, Bloomfield, Deerfield, Rolland, & Fremont townships						
Lake-- -Sweetwater, Webber, Cherry Valley, Pinora Lake, Yates, Pleasant Plains & Chase townships						
Mason-- -Victory, Sherman, Sheridan, Hamlin, Amber, Pere Marquette, Custer, Branch, Summit, Riverton, Eden, & Logan townships						
Osceola-- -Richmond, Hersey, Ewart, & Orient townships						

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

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Project Number: #07116200036

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-445-IW	\$39.70	\$54.17	\$68.63	H H H H H H D N
Journeyman Wireman						
	Apprentice Rates:					
	0-1,000 hours		\$18.26	\$24.78	\$31.29	
	1,001-2,000 hours		\$19.70	\$26.94	\$34.17	
	2,001-2,750 hours		\$25.48	\$33.97	\$42.45	
	2,751-3,500		\$26.94	\$35.63	\$44.31	
	3,501-4,250 hours		\$28.39	\$37.80	\$47.21	
	4,251-5,000 hours		\$29.84	\$39.98	\$50.11	
	5,001-5,750 hours		\$31.28	\$42.14	\$52.99	
	5,751-6,500 hours		\$32.73	\$44.31	\$55.89	
	6,501-7,250 hours		\$34.17	\$46.47	\$58.77	
	7,251-8,000 hours		\$35.62	\$48.65	\$61.67	
<u>Rate Applies To The Following</u>						
Barry	Branch	Calhoun	Eaton			
	Barry-- -Townships of Carlton, Woodland, Hastings, Castleton, Baltimore, Maple Grove, Johnstown, and Assyria ONLY.					
	Eaton-- -Townships of Sunfield, Vermontville, Kalama, Bellevue, Walton, and Brookfield ONLY.					

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-498-IW	\$36.42	\$51.42	\$66.42	H H H H H H D D Y
Inside Wireman						
	Apprentice Rates:					
	Period 1		\$18.42	\$24.42	\$30.42	
	Period 2		\$19.92	\$26.67	\$33.42	
	Period 3		\$24.42	\$33.42	\$42.42	
	Period 4		\$27.42	\$37.92	\$48.42	
	Period 5		\$30.42	\$42.42	\$54.42	
	Period 6		\$31.92	\$44.67	\$57.42	

Rate Applies To The Following

Antrim	Benzie	Charlevoix	Cheboygan	Clare	Crawford	Emmet	Grand Traverse
Kalkaska	Lake	Leelanau	Manistee	Mason	Missaukee	Osceola	Otsego
Roscommon	Wexford						
Cheboygan-- -Township of Mentor ONLY.							
Clare-- -Townships of Winterfield, Summerfield, Redding, Greenwood, Freeman, Lincoln, Garfield, and Surrey ONLY.							
Crawford-- -All Townships EXCEPT Lovells.							
Emmet-- -All Townships EXCEPT Wawatam.							
Lake-- -Townships of Elk, Eden, Newkirk, Dover, Ellsworth, Sauble, and Peacock ONLY.							
Mason-- -Townships of Grant, Freesoil and Meade ONLY.							
Osceola-- -All Townships EXCEPT Richmond, Hersey, Ewart, and Orient.							
Otsego-- -All Townships EXCEPT Dover, Chester and Chariton.							
Roscommon-- -All Townships EXCEPT Roscommon, Backus and Nester.							

Electrician		EC-557-IW	\$42.02	\$59.72	\$77.42	H H H H H H H D N
Inside Wireman						
	Apprentice Rates:					
	1st Period		\$19.27	\$26.35	\$33.42	
	2nd Period		\$22.83	\$31.69	\$40.54	
	3rd Period		\$26.72	\$37.52	\$48.32	
	4th Period		\$30.60	\$43.34	\$56.08	
	5th Period		\$34.50	\$49.20	\$63.88	
	6th Period		\$38.75	\$55.57	\$72.38	

Rate Applies To The Following

Gratiot	Isabella	Midland	Saginaw	Tuscola
Gratiot-- -Townships of Seville, Pine River, Bethany, Wheeler, Sumner, Arcada, Ithaca, Emerson, LaFayette, New Haven, Newark, North Star, Hamilton, Washington and Elba ONLY.				
Isabella-- -Townships of Lincoln and Coe ONLY.				
Midland-- -Townships of Jasper, Porter, Mount Haley and Ingersol ONLY.				
Tuscola-- -Gilford, Denmark, Tuscola, Arbela, Fairgrove, Juniata, Vassar, Columbia, Almer, Indianfields, Fremont, Watertown, Elmwood, Ellington, Wells, Dayton, Elkland, Novesta, Kingston, and Koylon ONLY.				

Official Request #: 010208

Printed: 1/2/2008

Requestor: Mich Dept of Management & Budget

Report: cle class selection

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician Inside Wireman		EC-58-IW	\$46.88	\$64.00	\$81.13	H H H H H H D N
	<b>Apprentice Rates:</b>					
	0-1000 hours		\$26.33	\$33.18	\$40.03	
	1000-2000 hours		\$28.04	\$35.75	\$43.45	
	2000-3500 hours		\$29.75	\$38.31	\$46.87	
	3500-5000 hours		\$31.47	\$40.90	\$50.31	
	5000-6500 hours		\$34.89	\$46.03	\$57.15	
	6500-8000 hours		\$38.32	\$51.17	\$64.01	

Rate Applies To The Following

Huron Livingston Macomb Oakland Sanilac St. Clair Wayne  
Livingston-- -Townships of Deerfield, Tyrone, Hartland, Oceola, Genoa and Brighton ONLY

Electrician Inside Wireman		EC-665-IW	\$48.26	\$64.72	\$81.18	H H D H H H D D Y
	<b>Apprentice Rates:</b>					
	0-1000 hours		\$27.79	\$35.18	\$42.60	
	1000-2000 hours		\$29.44	\$37.68	\$45.90	
	2000-3500 hours		\$31.08	\$40.13	\$49.17	
	3500-5000 hours		\$34.38	\$45.09	\$55.78	
	5000-6500 hours		\$37.67	\$50.01	\$62.35	
	6500-8000 hours		\$40.96	\$54.96	\$68.94	

Rate Applies To The Following

Clinton Eaton Gratiot Ingham Ionia Livingston Shiawassee  
Eaton-- -Roxand, Oneida, Delta, Chester, Benton, Windsor, Carmel, Eaton, Eaton Rapids & Hamlin townships  
Gratiot-- -North Shade & Fulton townships  
Ingham-- -Lansing, Meridian, Williamston, Locke, Delhi, Alameda, Wheatfield, Leroy, Aurelius, Vevay, Ingham, & White Oak townships  
Ionia-- -Orange, Portland, Sebawa & Danby townships  
Livingston-- -Conway, Cohoctah, Handy, Howell, Iosco & Marion townships  
Shiawassee-- -Woodhull & Perry townships

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #071I6200036

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name		Classification Description		Classification Number	Prevailing Wage Rates			Overtime Provision	
					Straight Hourly	Time and a Half	Double time		
Electrician					EC-692-IW-Z	\$42.56	\$60.39	\$78.23	H H H H H H D Y
Inside Wireman									
					Apprentice Rates:				
					Period 1	\$20.02	\$27.34	\$34.66	
					Period 2	\$21.65	\$29.78	\$37.92	
					Period 3	\$24.89	\$34.65	\$44.40	
					Period 4	\$26.53	\$37.10	\$47.68	
					Period 5	\$29.78	\$41.98	\$54.18	
					Period 6	\$33.04	\$46.87	\$60.70	
<u>Rate Applies To The Following</u>									
Arenac	Bay	Clare	Gladwin	Iosco	Isabella	Midland	Ogemaw		
Roscommon	Tuscola								
Clare-- -Townships of Frost, Franklin, Hayes, Hamilton, Hatton, Arthur, Grand and Sheridan ONLY.									
Iosco-- -Townships of Reno, Grant, Tawas, Baldwin, Burleigh, Sherman and Alabaster ONLY.									
Isabella-- -Townships of Vernon, Wise, Isabella, Denver, Union and Chippewa ONLY.									
Midland-- -All Townships EXCEPT Mount Haley, Jasper, Porter and Ingersoll.									
Ogemaw-- -All Townships EXCEPT Foster, Rose and Goodar.									
Roscommon-- -Townships of Roscommon, Backus and Nester ONLY.									
Tuscola-- -Townships of Wisner and Akron ONLY.									
Electrician					EC-692-IW-Z	\$39.09	\$55.20	\$71.31	H H H H H H D Y
Inside Wireman									
					Apprentice Rates:				
					Period 1	\$18.60	\$25.21	\$31.82	
					Period 2	\$20.07	\$27.42	\$34.76	
					Period 3	\$23.01	\$31.83	\$40.64	
					Period 4	\$24.48	\$34.03	\$43.58	
					Period 5	\$27.42	\$38.45	\$49.46	
					Period 6	\$30.35	\$42.84	\$55.32	
<u>Rate Applies To The Following</u>									
Alcona	Alpena	Cheboygan	Crawford	Emmet	Iosco	Montmorency	Ogemaw		
Oscoda	Otsego	Presque Isle							
Cheboygan-- -All Townships EXCEPT Mentor									
Crawford-- -Lovells Township ONLY.									
Emmet-- -Wawatan Township ONLY.									
Iosco-- -Townships of Plainfield, Oscoda, Wilbur and Ausable ONLY.									
Ogemaw-- -Townships of Foster, Rose and Goodar ONLY									
Otsego-- -Townships of Dover, Chester and Charlton ONLY.									

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-8-IW	\$47.66	\$71.49	\$95.32	H H H X H H D Y
Inside Wireman						
	Apprentice Rates:					
	Period 1		\$18.04	\$26.56	\$35.42	
	Period 2		\$21.49	\$31.58	\$42.10	
	Period 3		\$27.68	\$41.53	\$55.36	
	Period 4		\$31.67	\$47.51	\$63.34	
	Period 5		\$35.67	\$53.51	\$71.34	
	Period 6		\$39.66	\$59.50	\$79.32	

Rate Applies To The Following

Hillsdale      Lenawee      Monroe

Electrician		EC-948-IW	\$47.52	\$68.07	\$88.61	H H H H H H D Y
Inside Wireman						
	Apprentice Rates:					
	1st 6 months		\$22.86	\$31.08	\$39.29	
	2nd 6 months		\$24.92	\$34.17	\$43.41	
	3rd 6 months		\$26.98	\$37.26	\$47.53	
	4th 6 months		\$29.03	\$40.33	\$51.63	
	5th 6 months		\$31.09	\$46.68	\$60.09	
	6th 6 months		\$33.13	\$46.48	\$59.83	
	7th 6 months		\$37.25	\$52.66	\$68.07	
	8th 6 months		\$39.31	\$55.76	\$72.19	
	9th 6 months		\$41.35	\$59.40	\$77.05	
	10th 6 months		\$43.41	\$61.90	\$80.39	

Rate Applies To The Following

Genesee      Lapeer      Shiawassee      Tuscola  
 Shiawassee-- -All Townships EXCEPT Woodhull and Perry.  
 Tuscola-- -Millington Township ONLY.

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

Report:      cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Electrician</b>		<b>EC-979-A100</b>	<b>\$39.56</b>	<b>\$53.66</b>	<b>\$67.75</b>	<b>H H H H H H D Y</b>
	Inside Wireman for projects more than \$100,000					
	Apprentice Rates:					
	Period 1		\$23.27	\$30.31	\$37.36	
	Period 2		\$24.69	\$32.44	\$40.19	
	Period 3		\$27.50	\$36.66	\$45.82	
	Period 4		\$30.33	\$40.91	\$51.49	
	Period 5		\$33.92	\$45.19	\$56.47	
	Period 6		\$36.73	\$49.41	\$62.10	
<u>Rate Applies To The Following</u>						
Delta	Menominee	Schoolcraft				
<b>Electrician</b>		<b>EC-979-B100</b>	<b>\$35.86</b>	<b>\$48.10</b>	<b>\$60.34</b>	<b>H H H H H H D Y</b>
	Inside Wireman for projects less than \$100,000					
	Apprentice Rates:					
	Period 1		\$21.42	\$27.55	\$33.67	
	Period 2		\$22.65	\$29.37	\$36.11	
	Period 3		\$25.09	\$33.05	\$41.01	
	Period 4		\$28.77	\$38.57	\$48.37	
	Period 5		\$33.41	\$44.43	\$55.45	
<u>Rate Applies To The Following</u>						
Delta	Menominee	Schoolcraft				
<b>Laborer</b>		<b>L1075</b>	<b>\$31.47</b>	<b>\$42.57</b>	<b>\$53.66</b>	<b>H H H H H H D Y</b>
	Construction Laborer					
	Apprentice Rates:					
	0-1,000 work hours		\$25.92	\$34.24	\$42.56	
	1,001-2,000 work hours		\$27.03	\$35.90	\$44.78	
	2,001-3,000 work hours		\$28.14	\$37.57	\$47.00	
	3,001-4,000 work hours		\$30.36	\$40.90	\$51.44	
<u>Rate Applies To The Following</u>						
Genesee	Lapeer	Shiawassee				

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L1075-2	\$35.24	\$47.25	\$59.26	H H H H H D D Y
Laborer						
	Apprentice Rates:					
	0-1,000 hours		\$29.24	\$38.25	\$47.26	
	1,001-2,000 hours		\$30.44	\$40.05	\$49.66	
	2,001-3,000 hours		\$31.64	\$41.85	\$52.06	
	3,001-4,000 hours		\$34.04	\$45.45	\$56.86	
<u>Rate Applies To The Following</u>						
Sanilac	St. Clair					
Laborer		L1076-A-A	\$37.62	\$53.35	\$69.07	H H D H D D D D Y
Construction Laborer, Mason Tender, Carpenter Tender, Drywall Handler, Cement Finisher tender, concrete chute and concrete Bucket Handler, Concrete Laborer, Demolition Laborer						
	Apprentice Rates:					
	0-1,000 work hours		\$31.98	\$44.89	\$57.79	
	1,001-2,000 work hours		\$33.11	\$46.58	\$60.05	
	2,001-3,000 work hours		\$34.24	\$48.28	\$62.31	
	3,001-4,000 work hours		\$36.49	\$51.66	\$66.81	
<u>Rate Applies To The Following</u>						
Livingston	Oakland					
Livingston--	-North of M-59 and East of Oak Grove Road.					
Laborer		L1076-A-B	\$37.88	\$53.74	\$69.59	H H D H D D D D Y
Signal man (on sewer & caisson work); air,electric or gasoline tool operator (including concrete vibrator operator,acetylene torch & air hammer operator); scaffold builder, caisson worker						
<u>Rate Applies To The Following</u>						
Livingston	Oakland					
Livingston--	-North of M-59 and East of Oak Grove Road.					
Laborer		L1076-A-C	\$38.37	\$54.47	\$70.57	H H D H D D D D Y
Lansing Burner, Blaster & Powder Man						
<u>Rate Applies To The Following</u>						
Livingston	Oakland					
Livingston--	-North of M-59 and East of Oak Grove Road.					

Official Request #: 010208

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Project Description: Re-furbished Open Space Furniture Bid

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### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L1076-A-D</b>	<b>\$38.12</b>	<b>\$54.10</b>	<b>\$70.07</b>	<b>H H D H D D D D Y</b>
Furnace battery heater tender, burning bar & oxy-acetylene gun, expeditor man, top man and/or bottom man (blast furnace work)						
<u>Rate Applies To The Following:</u>						
Livingston      Oakland Livingston-- North of M-59 and East of Oak Grove Road.						
<b>Laborer</b>		<b>L1076-A-E</b>	<b>\$32.17</b>	<b>\$45.17</b>	<b>\$58.17</b>	<b>H H D H D D D D Y</b>
Cleaner/ sweeper laborer, furniture laborer						
<u>Rate Applies To The Following:</u>						
Livingston      Oakland Livingston-- North of M-59 and East of Oak Grove Road.						
<b>Laborer</b>		<b>L1076-D</b>	<b>\$37.62</b>	<b>\$53.35</b>	<b>\$69.07</b>	<b>H H D H D D D D Y</b>
Demolition Laborer						
<u>Rate Applies To The Following:</u>						
Livingston      Oakland Livingston-- North of M-59 and East of Oak Grove Rd						
<b>Laborer</b>		<b>L1098-N-A</b>	<b>\$25.24</b>	<b>\$33.53</b>	<b>\$41.81</b>	<b>H H H H H H D Y</b>
Class A Laborer: building and heavy construction work, demolition, mortar mixers, mason tender, carpenter tender, fire watch, heater tender, all 3" pumps and below, furniture mover, material mixers, vibrator operators, operators of concrete mixers, chipping hammers, tamping machines, sand blasters, operators of motor driven buggies, plaster mixers and plasterer tenders, pipe or rock layers, caisson work in buildings only, except others falling within class B.						
<b>Apprentice Rates:</b>						
0-1,000 work hours			\$21.10	\$27.31	\$33.53	
1,001-2,000 work hours			\$21.93	\$28.56	\$35.19	
2,001-3,000 work hours			\$22.75	\$29.79	\$36.83	
3,001-4,000 work hours			\$24.41	\$32.28	\$40.15	
<u>Rate Applies To The Following:</u>						
Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Crawford
Grand Traverse	Iosco	Kalkaska	Leelanau	Missaukee	Montmorency	Oscoda
Presque Isle	Wexford					Emmet Otsego

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #071I6200036

Printed: 1/2/2008

Report: cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L1098-N-B</b>	<b>\$25.84</b>	<b>\$34.43</b>	<b>\$43.01</b>	<b>H H H H H H D Y</b>
Class B Laborer: Concrete breakers (90 pound hammer or less) and cement gun nozzlemen						
<b>Apprentice Rates:</b>						
0-1,000 work hours			\$21.55	\$27.99	\$34.43	
1,001-2,000 work hours			\$22.41	\$29.28	\$36.15	
2,001-3,000 work hours			\$23.26	\$30.55	\$37.85	
3,001-4,000 work hours			\$24.98	\$33.13	\$41.29	
<u>Rate Applies To The Following</u>						
Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Emmet
Grand Traverse	Iosco	Kalkaska	Leelanau	Missaukee	Montmorency	Oscoda
Presque Isle	Wexford					Otsego
<b>Laborer</b>		<b>L1098-N-C</b>	<b>\$26.24</b>	<b>\$35.03</b>	<b>\$43.81</b>	<b>H H H H H H D Y</b>
Class C Refractory Work: inside or outside digester, tanks, lime kilns, chests, boilers, and boiler tubes, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing, and sandblasting.						
<b>Apprentice Rates:</b>						
0-1,000 work hours			\$21.85	\$28.44	\$35.03	
1,001-2,000 work hours			\$22.73	\$29.76	\$36.79	
2,001-3,000 work hours			\$23.60	\$31.07	\$38.53	
3,001-4,000 work hours			\$25.36	\$33.71	\$42.05	
<u>Rate Applies To The Following</u>						
Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Emmet
Grand Traverse	Iosco	Kalkaska	Leelanau	Missaukee	Montmorency	Oscoda
Presque Isle	Wexford					Otsego

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### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L1098-S-A</b>	<b>\$28.82</b>	<b>\$38.67</b>	<b>\$48.52</b>	<b>H H H H H H D Y</b>
Class A Laborer on building and heavy construction work, mortar mixers, mason tender, carpenter tender, fire watch, all 3" pumps and below, plaster mixers, plaster tenders, pipe or crock layers, signal men and top men on caisson work, mechanized buggy operators, cement finisher tender, air, electric and gas-driven tools, concrete vibrators & demolition work						
<b>Apprentice Rates:</b>						
	0-1,000 work hours		\$23.90	\$31.29	\$38.68	
	1,001-2,000 work hours		\$24.88	\$32.76	\$40.64	
	2,001-3,000 work hours		\$25.86	\$34.23	\$42.60	
	3,001-4,000 work hours		\$27.84	\$37.20	\$46.56	
<u>Rate Applies To The Following</u>						
Arenac	Bay	Clare	Gladwin	Gratiot	Huron	Isabella
Ogemaw	Roscommon	Saginaw	Tuscola			Midland
<b>Laborer</b>		<b>L1098-S-B</b>	<b>\$29.32</b>	<b>\$39.42</b>	<b>\$49.52</b>	<b>H H H H H H D Y</b>
Class B Laborer air or electric-driven pavement breakers and jackhammers over 50 lbs., tunnel miners and tunnel muckers, tunnel and shaft underpinning contributing to the structural support of buildings						
<b>Apprentice Rates:</b>						
	0-1,000 work hours		\$24.27	\$31.84	\$39.42	
	1,001-2,000 work hours		\$25.28	\$33.36	\$41.44	
	2,001-3,000 work hours		\$26.29	\$34.88	\$43.46	
	3,001-4,000 work hours		\$28.31	\$37.90	\$47.50	
<u>Rate Applies To The Following</u>						
Arenac	Bay	Clare	Gladwin	Gratiot	Huron	Isabella
Ogemaw	Roscommon	Saginaw	Tuscola			Midland

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L1098-S-C</b>	<b>\$29.82</b>	<b>\$40.17</b>	<b>\$50.52</b>	<b>H H H H H H D Y</b>
	Class C Laborer-drillers & blasters, burners & welders					
	Apprentice Rates:					
	0-1,000 work hours		\$24.64	\$32.40	\$40.16	
	1,001-2,000 work hours		\$25.68	\$33.96	\$42.24	
	2,001-3,000 work hours		\$26.72	\$35.52	\$44.32	
	3,001-4,000 work hours		\$28.78	\$38.61	\$48.44	
<u>Rate Applies To The Following</u>						
Arenac	Bay	Clare	Gladwin	Gratiot	Huron	Isabella
Ogemaw	Roscommon	Saginaw	Tuscola			Midland
<b>Laborer</b>		<b>L1329-B-A</b>	<b>\$29.37</b>	<b>\$39.21</b>	<b>\$49.05</b>	<b>H H D H D D D Y</b>
	Class A Laborer - construction laborer on building and heavy construction work, storm, and sanitary sewers on all construction sites and streets which are not included in the road builder rates, tool crib attendant, civil engineer helper, rodman, oxi-gun operator, propane or acetylene cutting torch operator, motor driven buggies, chipping hammers, tamping machines, green cutting, sand blasters, mason tenders, mortar mixers, material mixers, vibrator operators, concrete mixers, laborers with concrete crew, mixer to pour, including pour time from trucks.					
	All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ time & one half.					
	Apprentice Rates:					
	0 - 1,000 hours		\$24.45	\$31.83	\$39.21	
	1,001 - 2,000 hours		\$25.43	\$33.30	\$41.17	
	2,001 - 3,000 hours		\$26.42	\$34.79	\$43.15	
	3,001 - 4,000 hours		\$28.39	\$37.74	\$47.09	
<u>Rate Applies To The Following</u>						
Alger	Baraga	Chippewa	Delta	Dickinson	Gogebic	Houghton
Keweenaw	Luce	Mackinac	Marquette	Menominee	Ontonagon	Schoolcraft
						Iron

Official Request #: 010208

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### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L1329-B-B</b>	<b>\$29.77</b>	<b>\$39.81</b>	<b>\$49.85</b>	<b>H H D H D D D D Y</b>
Class B Laborer - Cement gun nozzle man, blasters, miners, drillers, buster operators, layers of all non-metallic pipe						
All hours worked on Saturdays, except as an inclement weather or M-F holiday make up day must be paid @ time & one half.						
<u>Rate Applies To The Following</u>						
Alger Keweenaw	Baraga Luce	Chippewa Mackinac	Delta Marquette	Dickinson Menominee	Gogebic Ontonagon	Houghton Schoolcraft Iron
<b>Laborer</b>		<b>L1329-B-C</b>	<b>\$30.12</b>	<b>\$40.34</b>	<b>\$50.55</b>	<b>H H D H D D D D Y</b>
Class C Laborer - caisson worker & airtrack						
All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ time & one half.						
<u>Rate Applies To The Following</u>						
Alger Keweenaw	Baraga Luce	Chippewa Mackinac	Delta Marquette	Dickinson Menominee	Gogebic Ontonagon	Houghton Schoolcraft Iron
<b>Laborer</b>		<b>L1329-B-D</b>	<b>\$31.42</b>	<b>\$42.29</b>	<b>\$53.15</b>	<b>H H D H D D D D Y</b>
Class E Laborer - digester, tanks & kilns						
All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ time & one half.						
<u>Rate Applies To The Following</u>						
Alger Keweenaw	Baraga Luce	Chippewa Mackinac	Delta Marquette	Dickinson Menominee	Gogebic Ontonagon	Houghton Schoolcraft Iron

Official Request #: 010208

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L33401-A-CC</b>	<b>\$37.62</b>	<b>\$53.35</b>	<b>\$69.07</b>	<b>H H D H D D D D Y</b>
	Construction Laborer, Mason Tender, Carpenter Tender, Drywall Handler, Concrete Laborer, Cement Finisher Tender, Concrete Chute, and Concrete Bucket Handler					
	<b>Apprentice Rates:</b>					
	0-1,000 work hours		\$31.98	\$44.89	\$57.79	
	1,001 - 2,000 work hours		\$33.11	\$46.58	\$60.05	
	2,001 - 3,000 work hours		\$34.24	\$48.28	\$62.31	
	3,001 - 4,000 work hours		\$36.49	\$51.66	\$66.81	
<u>Rate Applies To The Following</u>						
Macomb	Wayne					
<b>Laborer</b>		<b>L33401-B-SB</b>	<b>\$37.88</b>	<b>\$53.74</b>	<b>\$69.59</b>	<b>H H D H D D D D Y</b>
	Signal Man (on sewer & caisson work), Air, Electric or Gasoline Tool Operator, Concrete Vibrator Operator, Acetylene Torch & Air Hammer Operator, Scaffold Builder, Caisson Worker					
<u>Rate Applies To The Following</u>						
Macomb	Wayne					
<b>Laborer</b>		<b>L33401-C-TO</b>	<b>\$38.37</b>	<b>\$54.47</b>	<b>\$70.57</b>	<b>H H D H D D D D Y</b>
	Lansing Burner, Blaster & Powder Man; Air, Electric or Gasoline Tool Operator (Blast Furnace Work or Battery Work)					
<u>Rate Applies To The Following</u>						
Macomb	Wayne					
<b>Laborer</b>		<b>L33401-D-HH</b>	<b>\$38.12</b>	<b>\$54.10</b>	<b>\$70.07</b>	<b>H H D H D D D D Y</b>
	Furnace Battery Heater Tender, Burning Bar & Oxy-Acetylene Gun					
<u>Rate Applies To The Following</u>						
Macomb	Wayne					

Official Request #: 010208

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### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L33401-E-EX</b>	<b>\$38.87</b>	<b>\$53.97</b>	<b>\$69.07</b>	<b>H H D H D D D D Y</b>
Expediter Man, Top Man and/or Bottom Man (Blast Furnace Work or Battery Work)						
<u>Rate Applies To The Following</u>						
Macomb	Wayne					
<b>Laborer</b>		<b>L33401-F-CL</b>	<b>\$32.17</b>	<b>\$45.17</b>	<b>\$58.17</b>	<b>H H D H D D D D Y</b>
Cleaner/Sweeper Laborer; Furniture Laborer						
<u>Rate Applies To The Following</u>						
Macomb	Wayne					
<b>Laborer</b>		<b>L334D</b>	<b>\$37.62</b>	<b>\$53.35</b>	<b>\$69.07</b>	<b>H H D H D D D D Y</b>
Demolition Laborer						
<u>Rate Applies To The Following</u>						
Macomb	Wayne					
<b>Laborer</b>		<b>L355-1-A</b>	<b>\$27.14</b>	<b>\$36.35</b>	<b>\$45.56</b>	<b>H H H H H H D Y</b>
Class A Laborer - all construction on buildings, pumps, well wheels, air, electric or gasoline tools, motor driven buggies, fire watch duty, working on swing scaffolds, heavy construction work, carpenter tender, cement finisher tender, heater tender, and flagperson.						
<b>Apprentice Rates:</b>						
	0-1,000 work hours		\$22.54	\$29.45	\$36.36	
	1,001-2,000 work hours		\$23.46	\$30.83	\$38.20	
	2,001-3,000 work hours		\$24.38	\$32.21	\$40.04	
	3,001-4,000 work hours		\$26.22	\$34.97	\$43.72	
<u>Rate Applies To The Following</u>						
Allegan	Barry	Berrien	Branch	Calhoun	Cass	Kalamazoo
Van Buren						St. Joseph

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

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### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L355-1-B</b>	<b>\$27.39</b>	<b>\$36.73</b>	<b>\$46.06</b>	<b>H H H H H H D Y</b>
	Class B Laborer - jackhammer operators, crocklayers and caisson worker in buildings.					
	<b>Apprentice Rates:</b>					
	0-1,000 work hours		\$22.72	\$29.72	\$36.72	
	1,001-2,000 work hours		\$23.66	\$31.13	\$38.60	
	2,001-3,000 work hours		\$24.59	\$32.52	\$40.46	
	3,001-4,000 work hours		\$26.46	\$35.33	\$44.20	
<u>Rate Applies To The Following</u>						
Allegan	Barry	Berrien	Branch	Calhoun	Cass	Kalamazoo
Van Buren						St. Joseph
<b>Laborer</b>		<b>L355-1-C</b>	<b>\$27.89</b>	<b>\$37.48</b>	<b>\$47.06</b>	<b>H H H H H H D Y</b>
	Class C Laborer - top men on chimneys or towers over thirty feet in height, material mixers, portable mixer operator, plasterer tender, mason tender certified from M.L.T.I., and MLTAI certified demolition burner.					
	<b>Apprentice Rates:</b>					
	0-1,000 work hours		\$23.10	\$30.29	\$37.48	
	1,001-2,000 work hours		\$24.06	\$31.73	\$39.40	
	2,001-3,000 work hours		\$25.01	\$33.16	\$41.30	
	3,001-4,000 work hours		\$26.93	\$36.04	\$45.14	
<u>Rate Applies To The Following</u>						
Allegan	Barry	Berrien	Branch	Calhoun	Cass	Kalamazoo
Van Buren						St. Joseph

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

Report: cle class selection



## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name		Classification Description		Classification Number	Prevailing Wage Rates			Overtime Provision	
					Straight Hourly	Time and a Half	Double time		
Laborer					L355-1-D	\$32.34	\$43.17	\$54.00	H H H H H H D Y
Class D Laborer - concrete specialist when no cement finishers are available; troweling, finishing, screeding, patching, cutting, curing of cast in place or precast concrete by any and all methods.									
Apprentice Rates:									
0-1,000 work hours						\$26.92	\$35.04	\$43.16	
1,001-2,000 work hours						\$28.01	\$36.68	\$45.34	
2,001-3,000 work hours						\$29.09	\$38.30	\$47.50	
3,001-4,000 work hours						\$31.26	\$41.55	\$51.84	
<u>Rate Applies To The Following</u>									
Allegan	Barry	Berrien	Branch	Calhoun	Cass		Kalamazoo	St. Joseph	
Van Buren									
Laborer					L355-2-A	\$26.60	\$35.54	\$44.48	H H H H H H D Y
Class A Laborer - all construction on buildings, pumps, well wheels, air, electric or gasoline tools, motor driven buggies, fire watch duty, working on swing scaffolds, heavy construction work, carpenter tender, cement finisher tender, heater tender & flagperson.									
Apprentice Rates:									
0 - 1,000 work hours						\$22.13	\$28.84	\$35.54	
1,001 - 2,000 work hours						\$23.02	\$30.17	\$37.32	
2,001 - 3,000 work hours						\$23.92	\$31.52	\$39.12	
3,001 - 4,000 work hours						\$25.71	\$34.20	\$42.70	
<u>Rate Applies To The Following</u>									
Ionia	Kent	Lake	Manistee	Mason	Mecosta		Montcalm	Muskegon	
Newaygo	Oceana	Osceola	Ottawa						
Ionia-- Ionia excluding the city of Portland									

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

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Project Number: #07116200036

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### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name		Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
				Straight Hourly	Time and a Half	Double time	
<hr/>							
Laborer			L355-2-B	\$26.85	\$35.92	\$44.98	H H H H H H D Y
Class B Laborer - jackhammer operators, crocklayers and caisson worker in buildings.							
Apprentice Rates:							
0-1,000 work hours				\$22.32	\$29.12	\$35.92	
1,001-2,000 work hours				\$23.22	\$30.47	\$37.72	
2,001-3,000 work hours				\$24.13	\$31.84	\$39.54	
3,001-4,000 work hours				\$25.94	\$34.55	\$43.16	
<u>Rate Applies To The Following</u>							
Ionia	Kent	Lake	Manistee	Mason	Mecosta	Montcalm	Muskegon
Newaygo	Oceana	Osceola	Ottawa				
Ionia-- Ionia excluding the city of Portland							
<hr/>							
Laborer			L355-2-C	\$27.35	\$36.67	\$45.98	H H H H H H D Y
Class C Laborer - top men on chimneys or towers over thirty feet in height, material mixers, portable mixer operator, plasterer tender, mason tender, and demolition burner.							
Apprentice Rates:							
0-1,000 work hours				\$22.69	\$29.68	\$36.66	
1,001-2,000 work hours				\$23.62	\$31.07	\$38.52	
2,001-3,000 work hours				\$24.56	\$32.48	\$40.40	
3,001-4,000 work hours				\$26.42	\$35.27	\$44.12	
<u>Rate Applies To The Following</u>							
Ionia	Kent	Lake	Manistee	Mason	Mecosta	Montcalm	Muskegon
Newaygo	Oceana	Osceola	Ottawa				
Ionia-- Excluding the city of Portland							
<hr/>							
Laborer			L355-2-D	\$31.16	\$41.45	\$51.74	H H H H H H D Y
Class D Laborer - concrete specialist when no cement finishers are available; troweling, finishing, screeding, patching, cutting, curing of cast in place or precast concrete by any and all methods.							
Apprentice Rates:							
0-1,000 work hours				\$26.02	\$33.74	\$41.46	
1,001-2,000 work hours				\$27.04	\$35.27	\$43.50	
2,001-3,000 work hours				\$28.07	\$36.82	\$45.56	
3,001-4,000 work hours				\$30.13	\$39.90	\$49.68	
<u>Rate Applies To The Following</u>							
Ionia	Kent	Lake	Manistee	Mason	Mecosta	Montcalm	Muskegon
Newaygo	Oceana	Osceola	Ottawa				
Ionia-- -excluding the city of Portland							

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #071I6200036

Printed: 1/2/2008

Report: cle class selection



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### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L499-A</b>	<b>\$30.71</b>	<b>\$41.38</b>	<b>\$52.05</b>	<b>H H H H H H D Y</b>
Carpenter tender, cement mason tender, mason tender, firebrick tender, plasterer tender, concrete chute bucket handler, concrete vibrator operator, concrete grader, mixing, handling, conveying by any method of all concrete, demolition laborer, caisson worker, signalman on concrete pours, portable mixer operator, unloading and moving of furniture, general laborers, firewatch, flagperson, watchperson, security guard, rodman, wellwheels, laser beam, general cleanup and all other laborer work of a skilled or unskilled nature						
<b>Apprentice Rates:</b>						
	0-1,000 hours		\$25.37	\$33.37	\$41.37	
	1,001-2,000 hours		\$26.44	\$34.97	\$43.51	
	2,001-3,000 hours		\$27.51	\$36.58	\$45.65	
	3,001-4,000 hours		\$29.64	\$39.77	\$49.91	
<u>Rate Applies To The Following</u>						
Hillsdale	Jackson	Lenawee				

<b>Laborer</b>		<b>L499-A-A</b>	<b>\$36.63</b>	<b>\$49.56</b>	<b>\$62.49</b>	<b>H H H H H H D N</b>
Laborer, demolition, drywall handlers, general jobsite cleanup						
<b>Apprentice Rates:</b>						
	0-1,000 hours		\$30.99	\$41.10	\$51.21	
	1,001-2,000 hours		\$32.12	\$42.80	\$53.47	
	2,001-3,000 hours		\$33.25	\$44.49	\$55.73	
	3,001-4,000 hours		\$35.50	\$47.86	\$60.23	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -Area within M-59 north boundary, OakGrove Rd on west, south from Howell to and including Pinckney						

<b>Laborer</b>		<b>L499-A-B</b>	<b>\$36.83</b>	<b>\$49.86</b>	<b>\$62.89</b>	<b>H H H H H H D N</b>
Mortar mixer; material mixer; air, gas or electric tool operator, power buggy operator, stone setter, tender, scaffold builder or dismantler, windlass operator, tar and kettle operator						
<b>Apprentice Rates:</b>						
	0-1,000 hours		\$31.14	\$41.32	\$51.51	
	1,001-2,000 hours		\$32.28	\$43.04	\$53.79	
	2,001-3,000 hours		\$33.42	\$44.74	\$56.07	
	3,001-4,000 hours		\$35.69	\$48.15	\$60.61	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -South of M-59, east of M-151 (Oak Grove Rd), south from Howell to and including Pinckney						

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furnished Open Space Furniture Bid

Project Number: #07116200036

Printed: 1/2/2008

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L499-A-B2</b>	<b>\$37.13</b>	<b>\$50.31</b>	<b>\$63.49</b>	<b>H H H H H H H D N</b>
Jack hammering and chipping on concrete						
	<b>Apprentice Rates:</b>					
	0-1,000 hours		\$31.37	\$41.67	\$51.97	
	1,001-2,000 hours		\$32.52	\$43.40	\$54.27	
	2,001-3,000 hours		\$33.67	\$45.12	\$56.57	
	3,001-4,000 hours		\$35.98	\$48.58	\$61.19	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -South of M-59, east of M-151 (Oak Grove Rd), south from Howell to and including Pinckney						
<b>Laborer</b>		<b>L499-A-C</b>	<b>\$36.95</b>	<b>\$50.04</b>	<b>\$63.13</b>	<b>H H H H H H H D N</b>
Crock or pipe laborer, caisson worker						
	<b>Apprentice Rates:</b>					
	0-1,000 hours		\$31.23	\$41.46	\$51.69	
	1,001-2,000 hours		\$32.37	\$43.17	\$53.97	
	2,001-3,000 hours		\$33.52	\$44.90	\$56.27	
	3,001-4,000 hours		\$35.81	\$48.33	\$60.85	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -South of M-59, east of M-151 (Oak Grove Rd), south from Howell to and including Pinckney						
<b>Laborer</b>		<b>L499-A-D</b>	<b>\$35.84</b>	<b>\$48.38</b>	<b>\$60.91</b>	<b>H H H H H H H D N</b>
Watchmen, Civil Engineer Helpers, or Rodmen						
	<b>Apprentice Rates:</b>					
	0-1,000 hours		\$30.40	\$40.22	\$50.03	
	1,001-2,000 hours		\$31.49	\$41.85	\$52.21	
	2,001-3,000 hours		\$32.57	\$43.47	\$54.37	
	3,001-4,000 hours		\$34.75	\$46.74	\$58.73	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -South of M-59, east of M-151(Oak Grove Rd), and south from Howell to and including Pinckney						





## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L499-A-E</b>	<b>\$33.63</b>	<b>\$45.06</b>	<b>\$56.49</b>	<b>H H H H H H D N</b>
Final cleaning: washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratories and all fixtures and facilities therein. Clean-up mopping, washing, waxing, and polishing or dusting of all floors or areas.						
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- South of M-59, east of M-151 (Oak Grove Rd), and south from Howell to and including Pinckney						
<b>Laborer</b>		<b>L499D</b>	<b>\$31.91</b>	<b>\$43.18</b>	<b>\$54.45</b>	<b>H H H H H H D Y</b>
Demolition High Burner						
<u>Rate Applies To The Following</u>						
Hillsdale	Jackson	Lenawee				
<b>Laborer</b>		<b>L499J</b>	<b>\$31.35</b>	<b>\$42.34</b>	<b>\$53.33</b>	<b>H H H H H H D Y</b>
Demolition ground burner						
<u>Rate Applies To The Following</u>						
Hillsdale	Jackson	Lenawee				
<b>Laborer</b>		<b>L499ja</b>	<b>\$31.35</b>	<b>\$42.34</b>	<b>\$53.33</b>	<b>H H H H H H D Y</b>
Jackhammer & Acetylene Torch						
<b>Apprentice Rates:</b>						
		0-1,000 hours	\$25.85	\$34.09	\$42.33	
		1,001-2,000 hours	\$26.95	\$35.74	\$44.53	
		2,001-3,000 hours	\$28.05	\$37.39	\$46.73	
		3,001-4,000 hours	\$30.25	\$40.69	\$51.13	
<u>Rate Applies To The Following</u>						
Hillsdale	Jackson	Lenawee				

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

Project Number: #07116200036

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## APPENDIX I OFFICIAL PREVAILING WAGE RATES

### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L499L</b>	<b>\$31.09</b>	<b>\$41.60</b>	<b>\$52.11</b>	<b>H H H H H H H D Y</b>
Journey person - building and heavy construction craft laborer, portable concrete mixer operator, air, electric or gasoline tool operator, hot dope carrier, tar kettle tender, gasoline vibrators, concrete gas buggies, concrete saw, signal person and top person on sewer, caisson construction (open cut work), concrete shoveler, car pusher, and bottom person (on sewer work). Demolition laborer, 3" pumps & below, jobsite clean-up, deep cleaning, jackhammer operators, burner, crotch layer, caisson worker, tunnel mucker and tunnel miner, welder, mortar mixer, scaffold builder, forklift operator (masonry only), helper and tender on work customarily performed by laborers and all laborers working for plasterer tenders.						
All hours worked on Saturday except as an inclement weather make-up day, must be paid @ time & one half.						
<b>Apprentice Rates:</b>						
0-1,000 hours			\$25.83	\$33.71	\$41.59	
1,001-2,000 hours			\$26.89	\$35.30	\$43.71	
2,001-3,000 hours			\$27.94	\$36.87	\$45.81	
3,001-4,000 hours			\$30.04	\$40.03	\$50.01	

Rate Applies To The Following

Clinton      Eaton      Ingham      Ionia      Livingston  
 Ionia-- -the city of Portland only  
 Livingston-- -West of M-151 (Oak Grove Rd) to west Pinckney Rd and Dexter Pinckney Rd including the city of Howell

<b>Laborer</b>		<b>L499M</b>	<b>\$31.12</b>	<b>\$41.77</b>	<b>\$52.42</b>	<b>H H H H H H H D Y</b>
<b>Mason Tender</b>						
<b>Apprentice Rates:</b>						
0-1,000 hours			\$25.80	\$33.79	\$41.78	
1,001-2,000 hours			\$26.86	\$35.38	\$43.90	
2,001-3,000 hours			\$27.92	\$36.97	\$46.02	
3,001-4,000 hours			\$30.06	\$40.18	\$50.30	

Rate Applies To The Following

Clinton      Eaton      Ingham      Ionia      Livingston  
 Ionia-- -City of Portland only  
 Livingston-- -western portion to M-151 (Oak Grove Rd) from Cohoctash to Pinckney, including all of the City of Howell

Official Request #: 010208

Requestor: Mich Dept of Management & Budget

Project Description: Re-furbished Open Space Furniture Bid

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### Official 2008 Prevailing Wage Rates for State Funded Projects

#### Carpenter, Electrician, Laborer

Issue Date: 1/2/2008

Contract must be awarded by: 4/1/2008

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
<b>Laborer</b>		<b>L499-M-A</b>	<b>\$37.28</b>	<b>\$50.26</b>	<b>\$63.24</b>	<b>H H H H D D D D Y</b>
	Construction Laborer, Carpenter Tender, Concrete Laborer, Concrete Chute, & Bucket Handler					
	<b>Apprentice Rates:</b>					
	0-1,000 work hours		\$30.79	\$40.52	\$50.26	
	1,001-2,000 work hours		\$32.09	\$42.48	\$52.86	
	2,001-3,000 work hours		\$33.39	\$44.42	\$55.46	
	3,001-4,000 work hours		\$35.98	\$48.31	\$60.64	
<u>Rate Applies To The Following</u>						
Monroe						
<b>Laborer</b>		<b>L499-M-B</b>	<b>\$37.48</b>	<b>\$50.56</b>	<b>\$63.64</b>	<b>H H H H D D D D Y</b>
	Mortar Mixer (inc. concrete & mortar 1/2 cu yd. or smaller machine, or by hand in mortar box); Mason Tender & Cement Mason Tender; Plasterer Tender, Portable Mixer Operator, and Air, Electric & Gasoline Tool Operator (inc. concrete vibrator & acetylene torch); Caisson Worker; Furnace Battery Heater Tender; Signalman on concrete pours only					
<u>Rate Applies To The Following</u>						
Monroe						
<b>Laborer</b>		<b>L499-M-C</b>	<b>\$37.78</b>	<b>\$51.01</b>	<b>\$64.24</b>	<b>H H H H D D D D Y</b>
	Hazardous Work: Employees required to wear acid resistant clothing, heat resistant clothing or radiation protective clothing					
<u>Rate Applies To The Following</u>						
Monroe						
<b>Laborer</b>		<b>L499-M-D</b>	<b>\$31.62</b>	<b>\$41.77</b>	<b>\$51.92</b>	<b>H H H H D D D D Y</b>
	Cleaner/Sweeper Laborer; Furniture Laborer					
<u>Rate Applies To The Following</u>						
Monroe						

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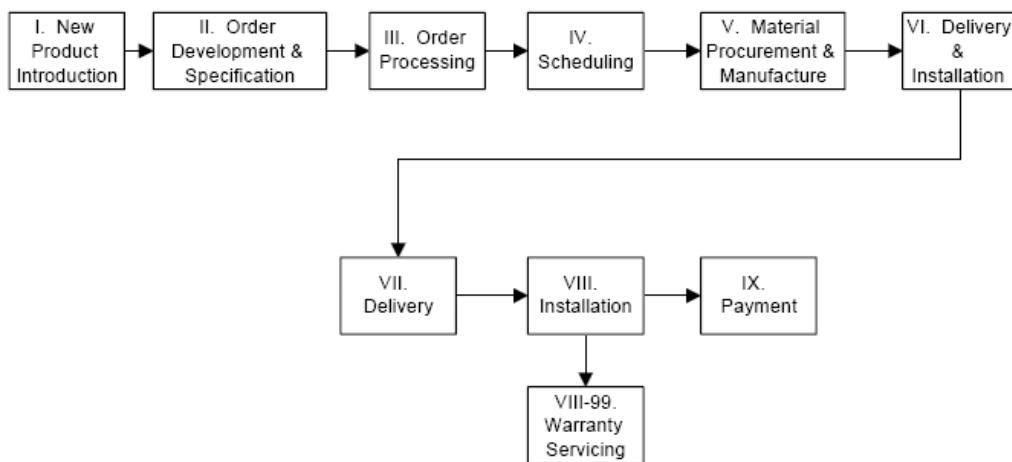
Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L499-M-dem	\$37.28	\$50.26	\$63.24	H H H H D D D D Y
Demolition Laborer						
<u>Rate Applies To The Following</u>						
Monroe						
Laborer		LPT-1	\$39.00	\$55.42	\$71.83	H H D H D D D D N
Plasterer Tender, Plastering Machine Operator						
	Apprentice Rates:					
	0 - 1,000 hours		\$31.99	\$44.90	\$57.81	
	1,001 - 2,000 hours		\$33.11	\$46.58	\$60.05	
	2,001 - 3,000 hours		\$34.24	\$48.28	\$62.31	
	3,001 - 4,000 hours		\$36.49	\$51.66	\$66.81	
<u>Rate Applies To The Following</u>						
Livingston	Macomb	Oakland	Wayne			
Livingston-- -North of M-59 & east of Oak Grove Rd.						
Laborer		LPT-2	\$38.75	\$55.04	\$71.33	H H D H D D D D N
Plasterer Tender, Plastering Machine Operator						
	Apprentice Rates:					
	0 - 1,000 hours		\$32.68	\$45.93	\$59.19	
	1,001 - 2,000 hours		\$33.83	\$47.66	\$61.49	
	2,001 - 3,000 hours		\$34.98	\$49.39	\$63.79	
	3,001 - 4,000 hours		\$37.28	\$52.83	\$68.39	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -south of M-59 & east of Oak Grove Rd.						



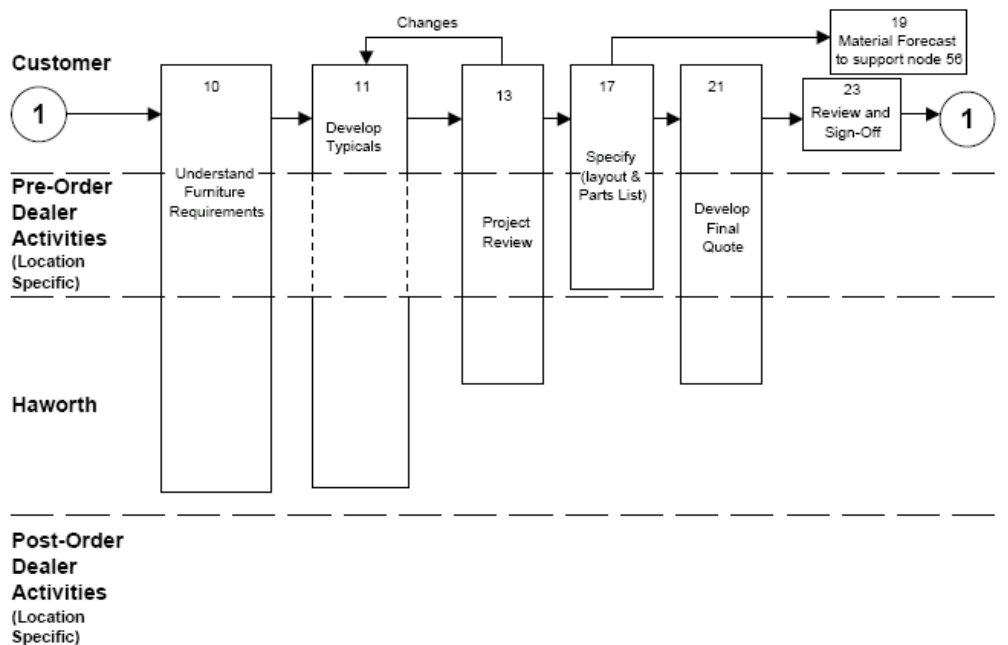
## APPENDIX J

### Haworth Order Fulfillment Process

(Macro overview, Sub-processes follow on subsequent pages)



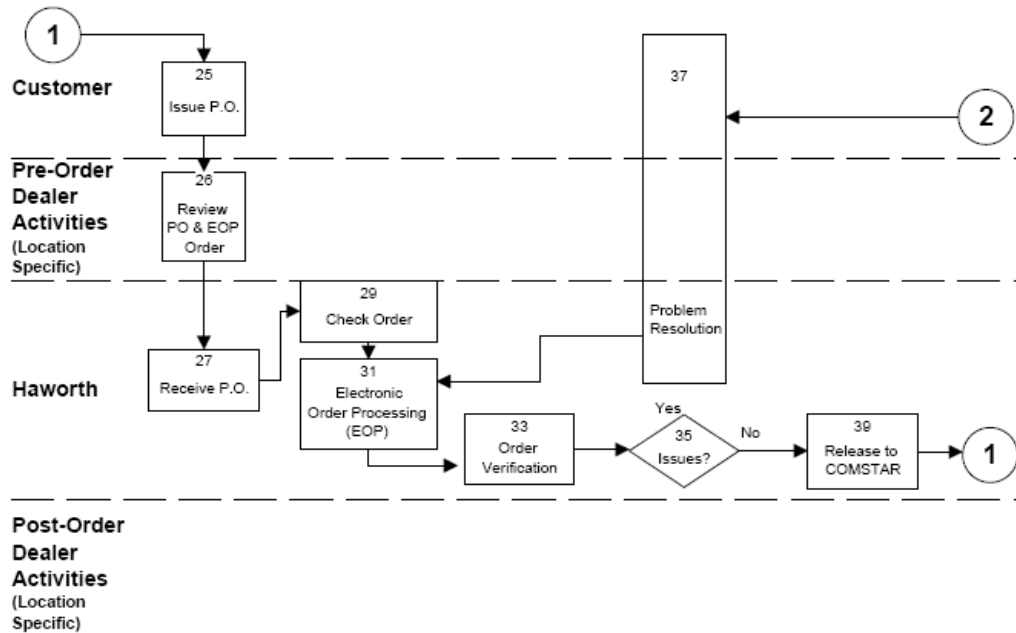
### II. Order Development & Specification



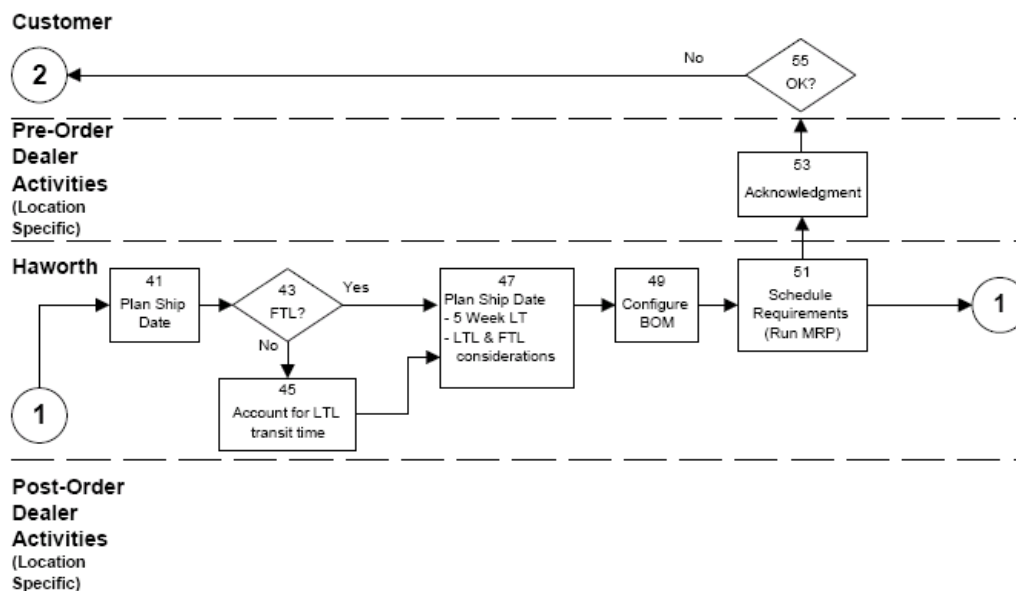


## APPENDIX J

### III. Order Processing



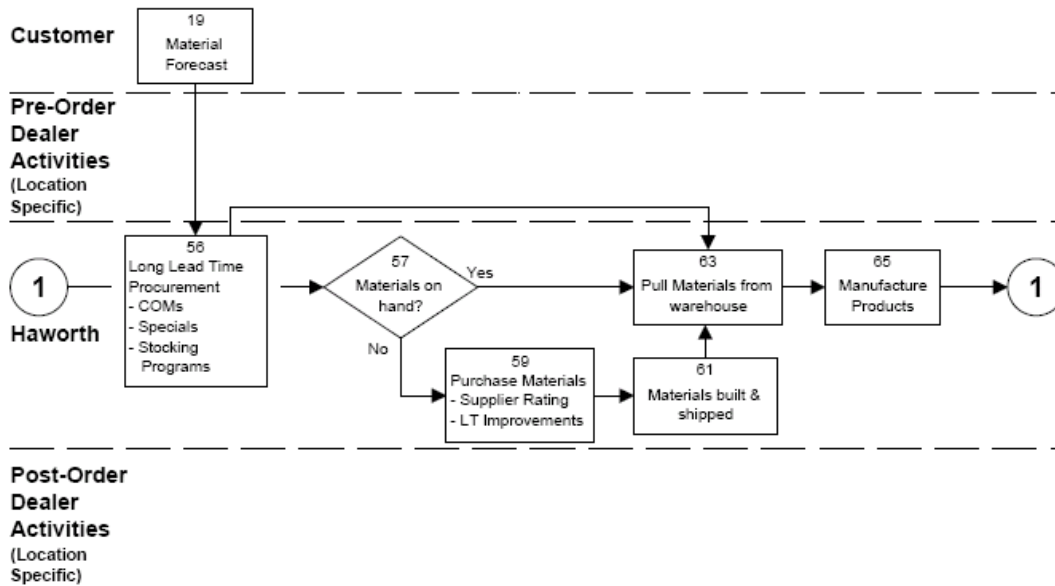
### IV. Scheduling



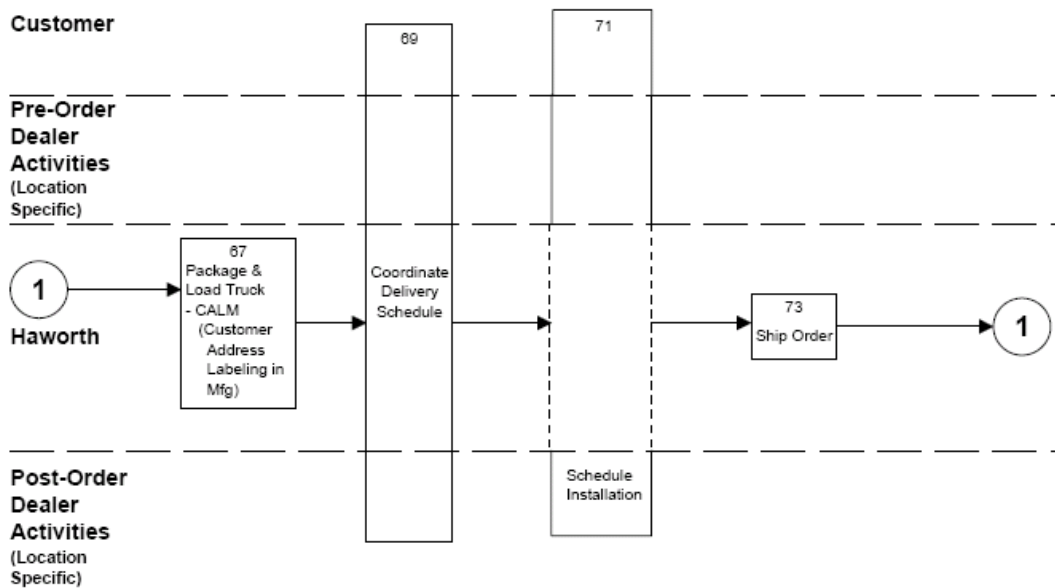


## APPENDIX J

### V. Material Procurement & Manufacture



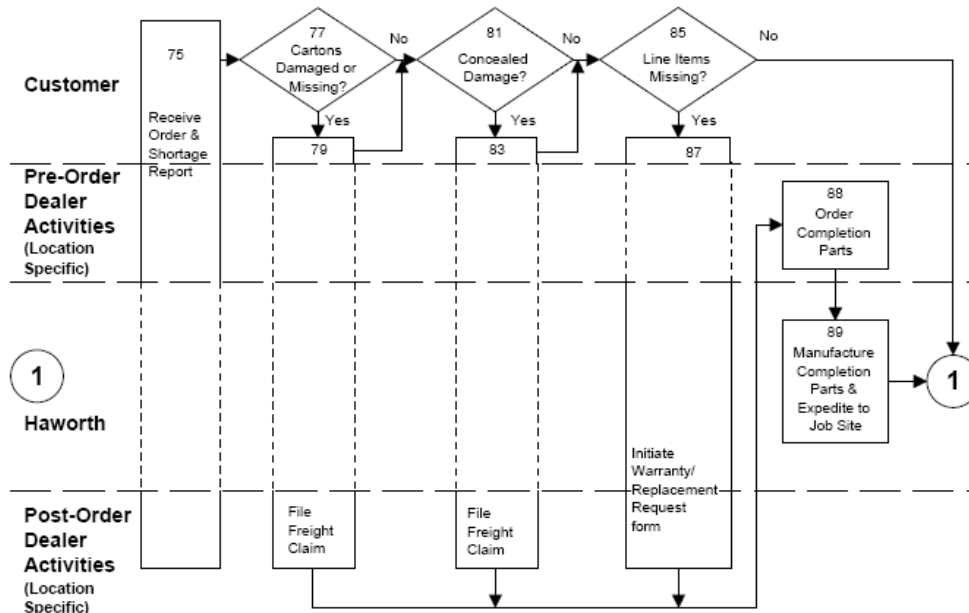
### VI. Delivery & Installation Planning



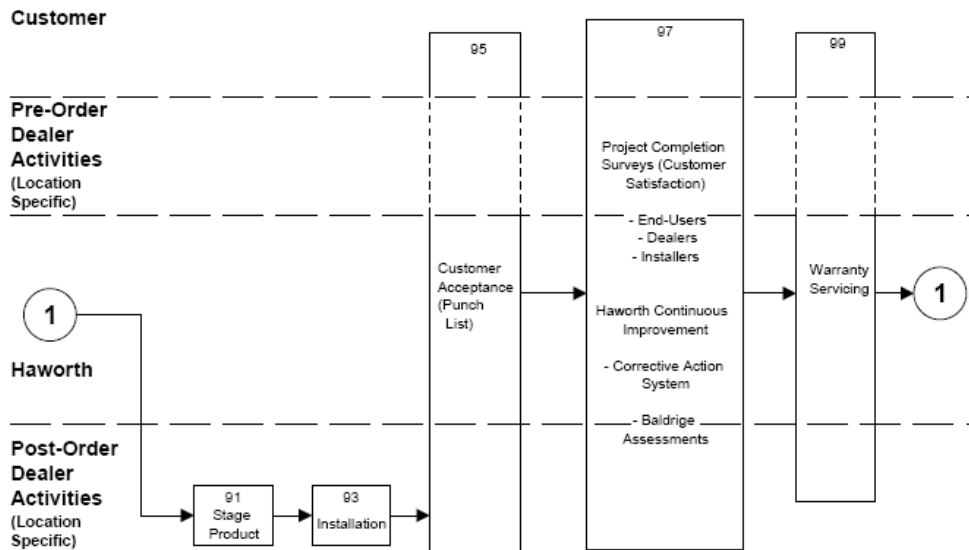


## APPENDIX J

### VII. Delivery



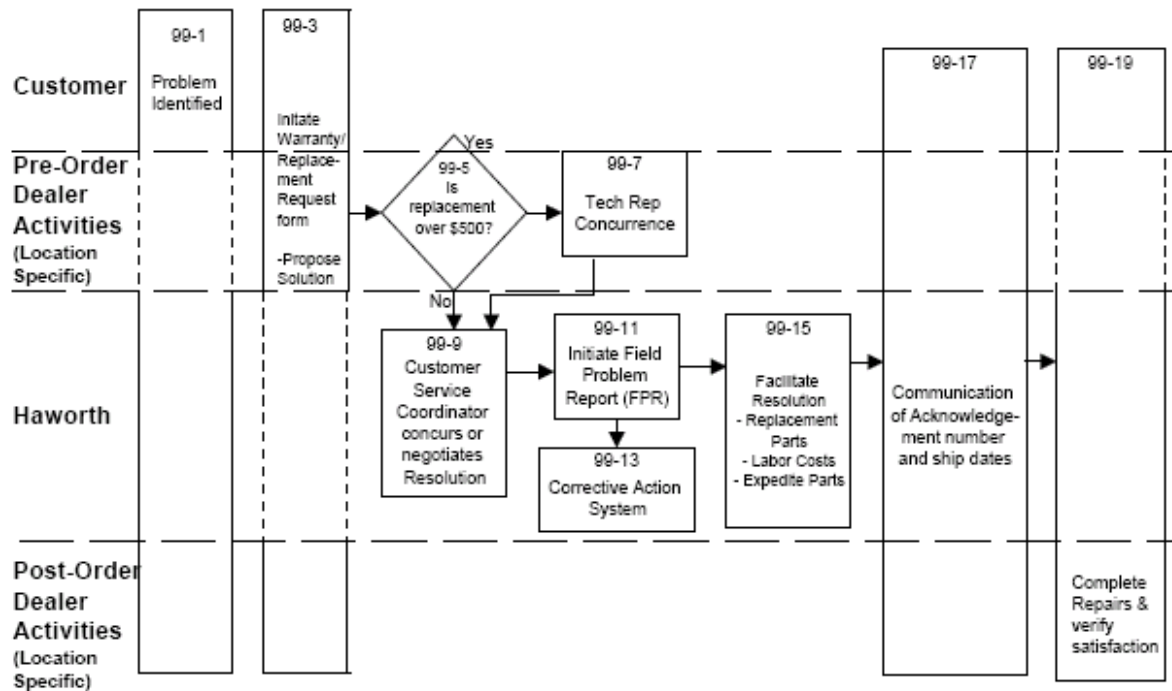
### VIII. Installation





## APPENDIX J





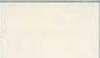
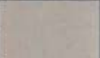
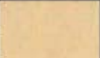
## VIII-99. Warranty/Problem Resolution





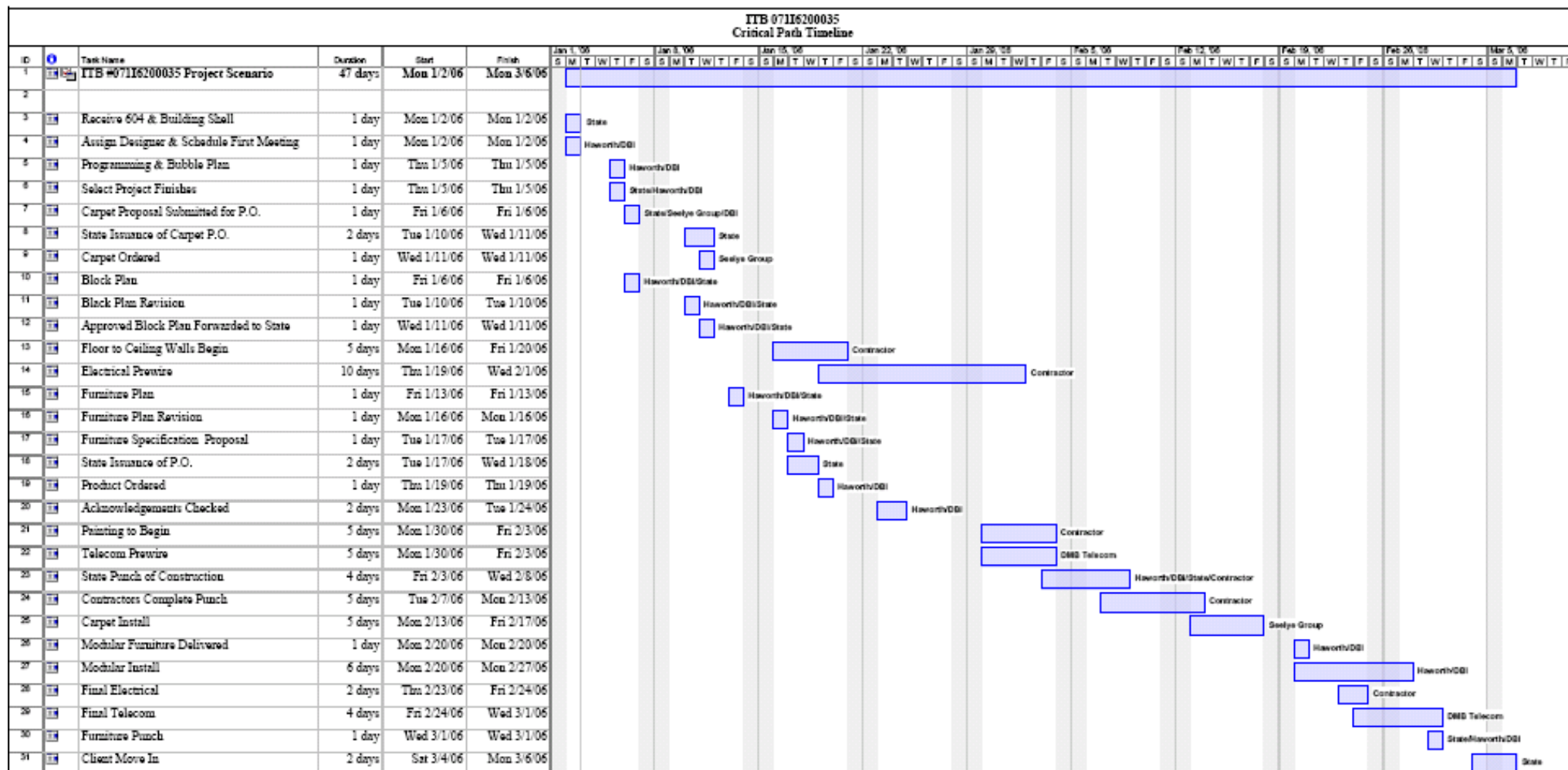


## APPENDIX K STATE STANDARDS

		STANDARD PRODUCT LINES						
	Finishes		UniGroup	Places	Adaptable Components	950 Series/ X Series	Standard Delivery	RUSH Delivery**
<b>STANDARD PANEL FABRICS</b>								
Pattern	Tatami		available	available	n/a	n/a	available	available
Colorway	Jute							
Specification Code	W5-5							
Pattern	Tatami		available	available	n/a	n/a	available	n/a
Colorway	Hemp							
Specification Code	W5-4							
Pattern	Striae		available	available	n/a	n/a	available	available
Colorway	Element							
Specification Code	C1-AH							
Pattern	Striae		available	available	n/a	n/a	available	available
Colorway	Beam							
Specification Code	C1-AJ							
<b>STANDARD TRIM COLORS</b>								
Colorway	Beige							
Specification Codes	TR-R		available*	available*	available*	available*	available*	available*
	HP-34							
	V-34							
Colorway	Gray Tone							
Specification Codes	TR-G		available*	available*	available*	available*	available*	available*
	HP-62							
	V-8L							
<b>STANDARD LAMINATE</b>								
Colorway	Maple							
Specification Codes	H-AE		available*	available*	available*	available*	available*	available*
	HP-AE							



## APPENDIX L CRITICAL PATH TIMELINE



Critical Path Timeline

071B8200035

Tue 1/3/06

Task

Progress

Summary

External Tasks

Deadline

Split

Milestone

Project Summary

External Milestone

4.305-9, Figure E

Critical Path Timeline Page 1

This timeline is based on five day work weeks

This timeline is contingent on all parties meeting these deadlines



## APPENDIX M MATERIAL SAFETY DATA SHEETS (MSDS)

# HAWORTH

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### STATEMENT

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Haworth maintains Material Safety Data Sheets (MSDS) at all Haworth manufacturing locations for purchased raw materials in compliance with the requirements of the USA Occupational Safety and Health Administration (OSHA) and Canada's Workplace Hazardous Materials Information System (WHMIS). These MSD Sheets are for raw materials used in the manufacturing of Haworth product and do not represent the chemical contents of the finished articles.

OSHA provides an applicable definition under Regulation 29 CFR 1910.1200 as follows:

"Article means a manufactured item: (i) which is formed to a specific shape or design during manufacturing; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which does not release, or otherwise result in exposure to, a hazardous chemical, under normal conditions or use."

The products Haworth ships to a customer fall under the definition of an article and MSD Sheets are not required nor recommended to be furnished with the product.

WHMIS mandates that MSD Sheets are required for all materials that fit any of six hazardous classifications. WHMIS does not consider wood products or manufactured articles to be hazardous materials. Under these definitions none of Haworth's manufactured products constitute "hazardous materials," thus MSD Sheets are neither available for nor furnished with the finished products shipped to destinations in Canada.

The exemption in these Federal Hazard Communication Standards was created because the potential hazards of the materials that make up an article are different than that of the finished article. For instance, the hazard of a solvent or water-based finish during manufacturing is much different than the cured finish of an article. MSD Sheets do not accurately represent a finished product (article).

In some cases, Haworth will ship materials that do require MSD Sheets, such as touch-up paint or adhesive used in the installation of access flooring. In such cases, Haworth will supply the relevant MSD Sheets, as required.

Questions may be directed to Haworth Sales Engineering at (616) 393-1976.

Dated: November 19, 2004

HAWORTH, INC.

Robert J. Dutmers  
Supervisor  
Sales Engineering / Agency Compliance

HAWORTH, LTD.

Jim Thompson Goodchild  
Manager, Product Performance  
Product Engineering



## APPENDIX N



# LEED-NC

Walls that move and reduce waste. Raised floors that breathe and contribute to indoor air quality. Workspaces that adapt to user needs. Haworth Architectural Interiors and furniture products help you translate your green building vision to the real world. The following is a list of how Haworth products may contribute to the individual prerequisites and credits of the LEED-NC Rating System. Because LEED is a holistic building rating system and sustainable design guideline, there is no such thing as a LEED certified product. There are only ways of using and applying products to support meeting the criteria for various LEED prerequisites and credits.

**HAWORTH**  
change by design





## APPENDIX N

# Contents

### HAWORTH IMPACT ON LEED-NC

In some cases Haworth products contribute directly to individual LEED points, but in other cases can only help meet the overall intent. There are relatively few instances where selection of any one manufacturer's product will lead directly to acquisition of a LEED point(s). The following product information highlights direct impacts as well as application tips and strategies to help you maximize the contribution of points toward your project's LEED certification.

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Optimize Energy Performance .....4

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## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit	Intent/Requirement	Haworth Contribution
<b>SUSTAINABLE SITES</b>		
Development Density Credit 2 (1 pt)	<p>Intent: Channel development to urban areas with existing infrastructure, protect greenfields, and preserve habitat and natural resources.</p> <p>Requirement: Increase localized density to conform to existing or desired density goals by utilizing sites that are located within an existing minimum development density of 60,000 square feet per acre (two story downtown development).</p>	<ul style="list-style-type: none"> <li>Although Haworth products do not contribute directly to the credit, interior strategies that include moveable walls, raised flooring, and systems furnishings allow designers to match these with the modularity of the building and increase the "people density" without compromising worker productivity. This resulting increase in people density has a dramatic effect on the amount of required real estate allowing smaller buildings and spaces that consume fewer resources to build and operate and that do not consume as much land.</li> </ul>
<b>ENERGY AND ATMOSPHERE</b>		
Minimum Energy Performance Prerequisite 2 (Required)	<p>Intent: Establish the minimum level of energy efficiency for the base building and systems.</p> <p>Requirement: Design the building to comply with ASHRAE/IESNA Standard 90.1 - 1999 (without amendments)* or the local energy code, whichever is more stringent.</p>	<ul style="list-style-type: none"> <li>Haworth lighting solutions utilize high efficiency electronic ballasts and energy efficient technologies such as T5 and T8 lamps.</li> <li>Dual Level task/ambient lighting solutions allow reduction of ambient office light levels from 50 foot candles to 30 foot candles, yielding significant reductions in the electricity consumed by lighting, as well as generating less heat load and therefore less cooling requirements.</li> <li>TecCrete® access flooring enables underfloor air distribution, which has been shown to reduce the energy costs required for cooling interior spaces by from 5%-30%, thus helping to reduce the overall design energy cost of the building.</li> </ul>

\* ASHRAE/IESNA 90.1-2004 will become the referenced standard once available.



## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit	Intent/Requirement	Haworth Contribution
<b>ENERGY AND ATMOSPHERE</b>		
Optimize Energy Performance Credit 1 (1-10 pts)	<p>Intent: Achieve increasing levels of energy performance above the prerequisite standard to reduce environmental impacts associated with excessive energy use.</p> <p>Requirement: Reduce design energy cost compared to the energy cost budget for energy systems regulated by ASHRAE/IESNA standard 90.1 1999 (without amendments), as demonstrated by a whole building simulation using the Energy Cost Budget Method described in Section 11 of the standard (points assigned based on percentages as outlined in LEED Green Building Rating System, version 2.1 Energy and Atmosphere credit 1).</p>	<ul style="list-style-type: none"> <li>Haworth lighting products allow average lighting power density well below required levels.</li> <li>Haworth lighting solutions utilize high efficiency electronic ballasts and energy efficient technologies such as T5 and T8 lamps.</li> <li>Dual Level task/ambient lighting solutions allow reduction of ambient office light levels from 50 foot candles to 30 foot candles, yielding significant reductions in the electricity consumed by lighting.</li> <li>TecCrete access flooring enables underfloor air distribution, which has been shown to reduce the energy costs required for cooling interior spaces by from 5%-30%, thus helping to reduce the overall design energy cost of the building.</li> <li>Use of low velocity swirl diffusers in an underfloor air distribution system creates much higher levels of thermal comfort at much lower CFM flow rates, which minimizes energy usage for heating and cooling. TecCrete raised access flooring can accommodate swirl diffusers.</li> <li>Haworth ambient lighting solutions can be wired into stand-alone or comprehensive lighting control systems that integrate occupancy sensors, programmable timers, and daylight responsive controls.</li> <li>The electronic ballast in Haworth lighting products are dimmable so they can be responsive to the inputs from sensors and/or lighting control systems.</li> <li>Lighting control systems that utilize TCP/IP and web technology bases (e.g. Lonworks, DALI and BACnet), can run across Haworth data technology infrastructure, allowing easier implementation of these technologies.</li> <li>LifeSPACE® and Neo® moveable walls designed with the use of significant glazing can be incorporated into daylight harvesting and other daylighting schemes to reduce designed lighting loads and energy consumption.</li> </ul>



## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit	Intent/Requirement	Haworth Contribution
<b>MATERIALS AND RESOURCES</b>		
Storage and Collection of Recyclables Prerequisite 1	<p>Intent: Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills.</p> <p>Requirement: Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals.</p>	<ul style="list-style-type: none"> <li>Haworth produces individual paper recycling bins. Recycling can be integrated into Refreshments Centers to support development of recycling programs. Haworth can also design and produce dedicated recycling centers.</li> </ul>
Building Reuse Maintain 75% (100%) of Existing Walls, Floors, and Roof Credit 1.1, 1.2 (1-2 pts)	<p>Intent: Extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste, and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.</p> <p>Requirement: Maintain at least 75% (1 point) or 100% (2 points) of existing building structure and shell (exterior skin and framing, excluding window assemblies and non-structural roofing material).</p>	<ul style="list-style-type: none"> <li>The modularity of Haworth raised floors supports re-use and reconfiguration.</li> <li>Raised floors are typically left intact, with all changes to walls occurring between the raised floor and the ceiling.</li> <li>Underfloor air distribution systems are inherently reusable. Tiles with diffusers need only be relocated, and not discarded and replaced to accommodate changes in mechanical loads.</li> <li>Flooring finishes used with Haworth raised floors, such as carpet, are also modular tile systems, which can be removed and re-laid in new configurations and locations.</li> <li>LifeSPACE and Neo moveable walls are designed to be nearly 100% reusable and reconfigurable. Supporting building reuse, preserving existing building stock and conserving resources.</li> <li>Moveable walls are also designed to allow the use of continuous ceiling planes, with the walls installed underneath the ceiling in a non-invasive manner. This allows virtually 100% re-use of existing ceilings. Ceiling tiles need only be replaced for fire sprinkler cutouts and the location of some HVAC diffusers in overhead air distribution systems.</li> <li>Though not recognized yet by LEED for the initial installation, raised floors and moveable walls minimize life cycle costs and address future material conservation and reuse. This will create value for buildings which pursue LEED-EB for future major updates.</li> </ul>





## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit

Intent/Requirement

Haworth Contribution

## MATERIALS AND RESOURCES

Building Reuse:  
Maintain 100% of Shell/Structure and  
50% of Non-Shell/Non-Structure  
Credit 1.3 (1pt)

Intent: Extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.

Requirement: Maintain 100% of existing building structure and shell (exterior skin and framing, excluding window assemblies and non-structural roofing material) AND at least 50% of non-shell areas (interior walls, doors, floor coverings and ceiling systems).

- The modularity of Haworth raised access flooring supports re-use and reconfiguration.
- Raised floors are typically left intact, with all changes to walls occurring between the raised floor and the ceiling.
- Underfloor air distribution systems are inherently reusable. Tiles with diffusers need only be relocated, and not discarded and replaced in order to accommodate changes in mechanical loads.
- Flooring finishes used with Haworth raised floors, such as carpet, are also modular tile systems, which can be removed and re-laid in new configurations and locations.
- LifeSPACE and Neo moveable walls are designed to be nearly 100% reusable and reconfigurable. Supporting building reuse, preserving existing building stock and conserving resources.
- Moveable walls are also designed to allow the use of continuous ceiling planes, with the walls installed underneath the ceiling in a non-invasive manner. This allows virtually 100% re-use of existing ceilings. Ceiling tiles need only be replaced for fire sprinkler cutouts and the location of some HVAC diffusers in overhead air distribution systems.
- Though not recognized yet by LEED for the initial installation, raised floors and moveable walls minimize life cycle costs and address future material conservation and reuse. This will create value for buildings which pursue LEED-EB for future major updates.



## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit

Intent/Requirement

Haworth Contribution

## MATERIALS AND RESOURCES

Construction Waste Management  
Divert 50% (75%) from Landfill  
Credit 2.1, 2.2 (1-2pts)

Intent: Divert construction, demolition, and land clearing debris from landfill disposal. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.

Requirement: Develop and implement a waste management plan, quantifying material diversion goals. Recycle and/or salvage at least 50% (75%) of construction, demolition, and land clearing waste.

- Haworth products do not directly impact this point. However, waste reduction through intelligent design can decrease the amount of construction waste generated in installation and prevent additional waste generation during changes to the space or when moving to a new space.
- Moveable walls nearly eliminate construction waste and landfill disposal compared to traditional construction. The only construction waste is a small amount of packaging waste.
- Modular power and data systems allow the installation of technology infrastructure with near zero waste. This eliminates conduit, electrical wiring, and data wiring waste.
- Raised floor systems generate very little construction waste, with only a few tiles that need to be trimmed to size or need to have penetrations installed on-site that generate scrap. Even this waste can be minimized with careful planning.
- These systems listed above are also reconfigurable and reusable, eliminating waste on future reconfigurations.
- Haworth packaging is recyclable. Much of the packaging consists of corrugated fiberboard (35% recycled content), high-density polyethylene bags, and polypropylene banding, all of which are 100% recyclable. Blanket-wrap options are also available to reduce packaging onsite.



## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit	Intent/Requirement	Haworth Contribution
<b>MATERIALS AND RESOURCES</b>		
<b>Resource Reuse</b> 5% - 10% Credit 3.1, 3.2 (1-2 pts)	<p>Intent: Reuse building materials and products in order to reduce demand for virgin materials and to reduce waste, thereby reducing impacts associated with the extraction and processing of virgin resources.</p> <p>Requirement: Use salvaged, refurbished, or reused materials, products and furnishings for at least 5% or 10% of building materials (1-2 pts).</p>	<ul style="list-style-type: none"> <li>Haworth raised flooring systems, moveable walls, and modular power and data systems are designed to move from one generation space to another. These systems and walls can be deinstalled and moved to new space to significantly reduce the resources required to build new space.</li> <li>Haworth furniture products are designed to allow easy disassembly and movement from one space to another. The ability to reuse furniture and furnishings significantly reduces F&amp;F budgets for new spaces, with an equivalent decrease in resource demands.</li> <li>Haworth furniture products are designed for maximum life and are frequently non-obsolete. Current generation products work with previous generations of product. This allows spaces to be easily equipped with a blend of existing and new furniture/furnishing products that work together seamlessly.</li> <li>Haworth moveable walls, systems, and seating products are designed for field refurbishment. This allows previously used product to be easily updated with fresh finishes so they can be reused in new spaces.</li> </ul>
<b>Recycled Content</b> 5% to 10% (post consumer + 1/post-industrial) Credit 4.1, 4.2 (1-2 pts)	<p>Intent: Increase demand for building products that incorporate recycled content material, therefore reducing impacts resulting from extraction and processing of new virgin materials.</p> <p>Requirement: Use materials with recycled content such that the sum of post-consumer recycled content plus one-half of the post-industrial content constitutes at least 5% -1 pt. (or 10% - 2pts.) of the total value of the materials in the project.</p>	<ul style="list-style-type: none"> <li>Haworth products are developed using design for environment (DfE) criteria that yields high recycled content. Though recycled content varies by product, finish and configuration, Haworth systems, storage, and seating products typically contain between 20% and 65% post-industrial recycled content.</li> <li>Haworth fabrics and finishes provide a variety of choices to maximize recycled content, including a broad array of 100% recycled materials.</li> <li>A range of high recycled content options such as wheatboard, high recycled content particle board, and high recycled content MDF are available for wood casegoods, work-surfaces, and modular wall systems.</li> <li>Recycled content for a number of typical products is listed on page 9.</li> </ul>



## APPENDIX N

## Haworth Impact LEED-NC

## MATERIALS AND RESOURCES

Haworth Products - With Recycled Content	Total Recycled Content % BY WEIGHT	Post-Consumer Content % BY WEIGHT	Post-Industrial Content % BY WEIGHT	LEED RC (PC+1/2PI) % BY WEIGHT
TecCrete® Floors .....	17%	4%	13%	11%
Nexus® Floors .....	45%	8%	37%	27%
Standard LifeSPACE® Walls .....	5%	NA	5%	3%
PLACES®/UniGroup® Panel .....	33%	20%	13%	27%
Enhanced PREMISE® Panel (Monolithic).....	42%	20%	22%	31%
Enhanced PREMISE® Stack Kit (NTAP) .....	41%	24%	17%	33%
Enhanced PREMISE® Stack Kit (NTAA) .....	45%	21%	24%	33%
Enhanced PREMISE® Super Base Panel .....	25%	18%	7%	22%
RACE® (typical cluster) .....	43%	21%	22%	32%
X Series® File .....	30%	25%	5%	28%
X Series® Mobile Pedestal .....	43%	33%	10%	38%
X99® Task Chair .....	48%	21%	27%	35%
X99® Seminar .....	52%	29%	23%	41%
Zooey Chu Stack Chair (w/o arms) .....	68%	NA	68%	34%
Zooey Chu Stack Chair (with arms) .....	67%	NA	67%	34%
Improv® HE Task Chair .....	46%	27%	19%	37%
Improv® HE Side Chair .....	23%	18%	5%	21%
Improv® SE Task Chair .....	55%	33%	22%	44%
Improv® Tag .....	56%	33%	23%	45%
Tempo® Fully Upholstered Lounge .....	23%	10%	13%	16%
LOOK® Chair .....	33%	21%	12%	27%
Zody® Chair .....	51%	13%	38%	32%





## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit

Intent/Requirement

Haworth Contribution

## MATERIALS AND RESOURCES

## Regional Materials

20% Manufactured Regionally  
Credit 5.1 (1 pt)

Intent: Increase demand for building materials and products that are extracted and manufactured within the region, thereby supporting the regional economy and reducing the environmental impacts resulting from transportation.

Requirement: Use a minimum of 20% of building materials and products that are manufactured regionally within a radius of 500 miles.

- TecCrete raised floors are manufactured within a 500 mile radius of approximately 50% of the population of the United States. Manufacturing site is Kentwood, Michigan.
- Haworth systems, seating, and storage products are manufactured within a 500 mile radius of approximately 50% of the population of the United States. Manufacturing sites are in the Western Michigan area, Rexdale, Ontario, Canada and Bruce, Mississippi.
- LifeSPACE and Neo moveable walls are manufactured in Calgary, Alberta Canada.

## Regional Materials

50% Extracted Regionally  
Credit 5.2 (1 pt)

Intent: Increase demand for building materials and products that are extracted and manufactured within the region, thereby supporting the regional economy and reducing the environmental impacts resulting from transportation.

Requirement: Of the regionally manufactured materials documented for MR Credit 5.1, use a minimum of 50% of building materials and products that are extracted, harvested, or recovered (as well as manufactured) within 500 miles of the project site.

- TecCrete raised floors are manufactured within a 500 mile radius of approximately 50% of the population of the United States. Approximately 80% of the content of TecCrete raised floor tiles is extracted regionally in the west Michigan area.
- Haworth systems, seating, and storage products are manufactured within a 500 mile radius of approximately 50% of the population of the United States. Regional content varies by product and configuration. Manufacturing sites are in the Western Michigan area, Rexdale, Ontario, Canada and Bruce, Mississippi.
- LifeSPACE and Neo moveable walls are manufactured in Calgary, Alberta Canada. Materials are extracted and produced in that region.

Rapidly Renewable Materials  
Credit 6 (1pt)

Intent: Reduce the use and depletion of finite raw materials and long-cycle renewable materials by replacing them with rapidly renewable materials.

Requirement: Use rapidly renewable building materials and products (made from plants that are typically harvested within a ten-year cycle or shorter) for 5% of the total value of all building materials used in the project.

- Bamboo veneer can be used on Haworth furniture and walls.
- Wheatboard can be specified as an option or special order for Haworth wood casegoods, worksurfaces, and modular walls.



## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit	Intent/Requirement	Haworth Contribution
<b>MATERIALS AND RESOURCES</b>		
Certified Wood Credit 7 (1 pt)	<p>Intent: Encourage environmentally responsible forest management.</p> <p>Requirement: Use a minimum of 50% of wood-based materials and products, certified in accordance with the Forest Stewardship Council's Principles and Criteria, for wood building components including, but not limited to, structural framing and general dimensional framing, flooring, finishes, furnishings and non-rented temporary construction applications such as bracing, concrete form work and pedestrian barriers.</p>	<ul style="list-style-type: none"> <li>Haworth is certified to carry on FSC chain of custody and thus supply FSC certified product. FSC certificates are available upon request.</li> <li>FSC certified materials can be specified for wood caseworks, X Series, and 950 files with wood drawer fronts, full wood worksurfaces for PLACES and PREMISE, LifeSPACE and Neo moveable walls, and Refreshment Centers.</li> <li>Substitution of wheatboard for particle board and MDF in wood caseworks, modular walls, and refreshment centers reduces wood content (wheatboard is a non-wood agrifiber byproduct), increasing the impact of FSC woods specified, making it easier to achieve 50% FSC wood use.</li> </ul>
<b>INDOOR ENVIRONMENTAL QUALITY</b>		
Minimum IAQ Performance Prerequisite 1	<p>Intent: Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, thus contributing to the comfort and well-being of the occupants.</p> <p>Requirement: Meet the minimum requirements of voluntary consensus standard ASHRAE 62-1999*, Ventilation for Acceptable Indoor Air Quality and approved Addenda (see ASHRAE 62-2001, Appendix H, for a complete compilation of Addenda) using the Ventilation Rate Procedure.</p>	<ul style="list-style-type: none"> <li>Underfloor air distribution systems (UFAD) are inherently likely to meet or exceed the requirements of ASHRAE 62-2001 because their much higher ventilation effectiveness makes delivery of high quality air into the occupied zone easier. Underfloor air distribution also operates at much lower air velocities, which reduces the risk of airborne contaminants. TecCrete raised floor product can accommodate UFAD systems and help meet this prerequisite.</li> </ul>
Ventilation Effectiveness Credit 2 (1 pt)	<p>Intent: Provide for the effective delivery and mixing of fresh air to support the safety, comfort, and well-being of building occupants.</p> <p>Requirement: For mechanically ventilated buildings, design ventilation systems that result in an air change effectiveness greater than or equal to 0.9 as determined by ASHRAE 129-1997.</p>	<ul style="list-style-type: none"> <li>Underfloor air is a preferred strategy to meet the requirements of this credit. Raised floor systems combined with underfloor air distribution and user controlled swirl diffusers typically have air change effectiveness of .9 or greater. This is significantly easier to achieve with underfloor air systems than it is with overhead air distribution (air change effectiveness typically &lt;.7) because air is discharged directly into and all mixing of air occurs within the occupied zone. TecCrete raised floor product can accommodate UFAD systems and help meet this credit.</li> </ul>



## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit

Intent/Requirement

Haworth Contribution

## INDOOR ENVIRONMENTAL QUALITY

Construction IAQ Management Plan  
During Construction  
Credit 3.1 (1 pt)

Intent: Prevent indoor air quality problems resulting from the construction /renovation process in order to help sustain the comfort and well-being of construction workers and building occupants.

Requirement: Develop and implement an Indoor Air Quality (IAQ) Management Plan for the construction and preoccupancy phases of the building.

- Using pre-manufactured Haworth solutions such as LifeSPACE and Neo moveable walls which are built and finished offsite eliminates the on-site dust, debris, and emissions common to traditional construction.
- Underfloor air distribution systems (UFAD) installed along with raised access floor solutions eliminate 80% of the overhead ductwork and produce much less construction waste and dust than conventional overhead HVAC systems. TecCrete raised access floor product can accommodate UFAD systems and help meet this credit.

Construction IAQ Management Plan  
Before Occupancy  
Credit 3.2 (1 pt)

Intent: Prevent indoor air quality problems resulting from the construction/renovation process in order to help sustain the comfort and well-being of construction workers and building occupants.

Requirement: Develop and implement an Indoor Air Quality (IAQ) Management Plan for the preoccupancy phases as follows:

After construction ends and prior to occupancy conduct a minimum two-week building flush-out with new minimum efficiency reporting value (MERV) 13 filtration media at 100% outside air. After the flushout, replace the filtration media with new MERV 13 filtration media, except the filters solely processing outside air...

OR

Conduct a baseline IAQ testing procedure, consistent with the United States Environmental Protection Agency's current *Protocol for Environmental Requirements, Baseline IAQ and Materials, for the Research Triangle Park Campus*, section 01445.

- Haworth products are typically low-emitting and help achieve clean baseline studies under the EPA protocol.
- Using pre-manufactured Haworth solutions such as LifeSPACE and Neo moveable walls which are built and finished offsite eliminates the on-site dust, debris, and emissions common to traditional construction.
- Haworth systems, seating, and storage products that account for the majority of sales are all GREENGUARD certified as low emitting.





## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit	Intent/Requirement	Haworth Contribution
<b>INDOOR ENVIRONMENTAL QUALITY</b>		
Low-Emitting Materials Composite Wood Credit 4.4 (1 pt)	<p>Intent: Reduce the quantity of indoor air contaminants that are odorous, potentially irritating and/or harmful to the comfort and well-being of installers and occupants.</p> <p>Requirement: Composite wood and agrifiber products must contain no added urea-formaldehyde resins.</p>	<ul style="list-style-type: none"> <li>Wheatboard with no added urea-formaldehyde can be specified as an option or special order for Refreshment Centers, wood case-goods, work surfaces, and modular wall systems.</li> <li>Formaldehyde-free particle board and MDF are also available on special order for work surfaces and wood casegoods.</li> </ul>
Controllability of Systems Perimeter Spaces Credit 6.1 (1 pt)	<p>Intent: Provide a high level of thermal, ventilation, and lighting system control by individual occupants or specific groups in multi-occupant spaces (i.e. classrooms or conference areas) to promote the productivity, comfort, and well-being of building occupants.</p> <p>Requirement: Provide at least an average of one operable window and one lighting control zone per 200 square feet for all regularly occupied areas within 15 feet of the perimeter wall.</p>	<ul style="list-style-type: none"> <li>Haworth lighting solutions can be provided with dimmable and controllable ballasts and can be tied to control systems to provide a high level of individual occupant and/or specific groups control over lighting levels in their workplace.</li> </ul>
Controllability of Systems Non-Perimeter Spaces Credit 6.2 (1 pt)	<p>Intent: Provide a high level of thermal, ventilation and lighting system control by individual occupants or specific groups in multi-occupant spaces (i.e. classrooms or conference areas) to promote the productivity, comfort, and wellbeing of building occupants.</p> <p>Requirement: Provide controls for each individual for airflow, temperature, and lighting for at least 50% of the occupants in non-perimeter, regularly occupied areas.</p>	<ul style="list-style-type: none"> <li>Underfloor air distribution systems (UFAD) using swirl diffusers provide every occupant and/or group within a building the ability to control the airflow and temperature within their space. TecCrete raised floor products can accommodate UFAD systems and swirl diffusers to help meet this credit.</li> <li>Haworth ambient lighting solutions can be provided with dimmable and controllable ballasts and can be tied to control systems to provide a high level of individual occupant and/or specific groups control over lighting levels in their workplace.</li> </ul>





## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit

Intent/Requirement

Haworth Contribution

## INDOOR ENVIRONMENTAL QUALITY

Thermal Comfort  
Compliance with ASHRAE 55-1992  
Credit 7.1 (1 pt)

Intent: Provide a thermally comfortable environment that supports the productivity and well-being of building occupants.

Requirement: Comply with ASHRAE Standard 55-1992, Addenda 1995, for thermal comfort standards including humidity control within established ranges per climate zone.

- Buildings with raised access floors that utilize underfloor air distribution (UFAD) have an inherent advantage in meeting and exceeding ASHRAE Standard 55-1992, Addenda 1995. Discharge temperatures are much closer to normal ambient temperatures, minimizing the presence of hot and cold spots in the environment. Systems operate at lower pressures and lower air velocities than overhead systems, eliminating drafts and excess heating/cooling for occupants who sit immediately adjacent to HVAC diffusers. TecCrete raised access floor products can accommodate UFAD systems to help meet this credit.
- Haworth systems furniture that allow use of negative space and open base panels (e.g. PREMISE®, RACE®, Moxie®) further enhance the effective mixing of air in the occupied zone, and add to the ability to meet ASHRAE 55-1992.

Daylight and Views  
Daylight 75% and Views 90% of Spaces  
Credit 8.1, 8.2 (1-2 pts)

Intent: Provide for the building occupants a connection between indoor spaces and the outdoors through the introduction of daylight and views into the regularly occupied areas of the building.

Requirement:

- Credit 8.1 - Achieve a minimum Daylight Factor of 2% (excluding all direct sunlight penetration) in 75% of all space occupied for critical visual tasks.
- Credit 8.2 - Achieve direct line of sight to vision glazing for building occupants from 90% of all regularly occupied spaces. (2 pts)

- Haworth Architectural Interiors products, LifeSPACE, and Neo moveable walls, can be designed to include the use of glazing materials that preserve both daylight and view.
- Thoughtful design, variation of panel heights, selection of vision glazing, use of negative space, and proper orientation of Haworth products in workspaces help provide the access to the daylighting and preservation of view corridors necessary to meet the requirements of this point.



## APPENDIX N

## Haworth Impact LEED-NC

LEED-NC Credit

Intent/Requirement

Haworth Contribution

## INNOVATION IN DESIGN

Innovation and Design  
(1-4 pts)

Intent: To provide design teams and projects with the opportunity to be awarded points for exceptional performance above the requirements set by the LEED Green Building Rating System™ and/or innovative performance in Green Building Categories not specifically addressed by LEED Green Building Rating System.

Requirement:

- Credit 1.1 - 1.4 (1 pt each) - In writing, identify intent of the proposed innovation credit, the proposed requirement for compliance, the proposed submittals to demonstrate compliance, and the design approach strategies that might be used to meet the requirements.

- The most frequently accepted innovation credits are those where the project has doubled the required values. Haworth can most directly impact and possibly contribute to higher required values for:
  - Recycled Content
  - Energy Efficiency
  - Rapidly Renewable Materials.
- Zone utility infrastructure - use of Haworth modular power and data infrastructure products allow the use of zone utility design. This minimizes disruption and creation of waste when conducting moves, adds, and changes in space or when reconfiguring all or part of a space.

Intent and requirement information is paraphrased from the U.S. Green Building Council publication "Green Building Rating System for Commercial Interiors." For exact wording consult the U.S.G.B.C Web site at [www.usgbc.org](http://www.usgbc.org).

## ADDITIONAL INFORMATION

Haworth LEED Contacts:

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Useful Links:

US Green Building Council .....[www.usgbc.org](http://www.usgbc.org)Canada Green Building Council .....[www.cagbc.ca](http://www.cagbc.ca)LEED Information .....[http://www.usgbc.org/leed/leed\\_main.asp](http://www.usgbc.org/leed/leed_main.asp)USGBC Chapter Page .....[http://www.usgbc.org/Chapters/chapters\\_main.asp](http://www.usgbc.org/Chapters/chapters_main.asp)LEED Certified Projects List .....[https://www.usgbc.org/LEED/Project/project\\_list.asp](https://www.usgbc.org/LEED/Project/project_list.asp)LEED Registered Projects List .....[https://www.usgbc.org/LEED/Project/project\\_list\\_registered.asp](https://www.usgbc.org/LEED/Project/project_list_registered.asp)LEED Professional Accreditation Page .....[http://www.usgbc.org/LEED/Accredited\\_Pros/professionalaccred.asp](http://www.usgbc.org/LEED/Accredited_Pros/professionalaccred.asp)



## APPENDIX O

### Product Non-Obsolescence and Warranty Policy

(This Haworth Product Non-Obsolescence and Warranty Policy applies to products manufactured after January 1, 2006)

Haworth, Inc., Haworth, Ltd. or Haworth AI, LLC (each called "Haworth") will make a good faith effort to maintain product compatibility within our various generations of product platforms to provide our customers with spaces that adapt to change. Haworth's non-obsolescence policy commits to provide our customers with products of comparable function or operational characteristics for a term equal to the warranty period. Haworth fabrics and finishes must be updated periodically to maintain the market appeal of our products and respond to the demands and changing preferences of our customers. As a result some fabrics and finishes are periodically discontinued.

If a new product purchased or leased from Haworth or from an authorized Haworth dealer proves to be defective (as defined below) while the product is still owned or leased by the initial purchaser or lessee and if the initial purchaser or lessee gives Haworth written notice of the defect within the Applicable Warranty Period, then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund to the buyer the purchase price of the product. A notice must be addressed to Haworth at One Haworth Center, Holland, Michigan 49423, attention: Corrections Department. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in materials or workmanship and if the defect materially impairs the value of the product to the buyer or lessee. Applicable Warranty Periods are set forth below. Each Applicable Warranty Period begins on the day the product is manufactured, except that the Applicable Warranty Period for a flooring product begins when its installation is complete. If product is not installed by a Haworth Certified installer or reconfigured by a Haworth trained installer, Haworth may not consider the product to be defective and will not repair, replace or refund its price.

Product(s)	Applicable Warranty Period
All Haworth products except those listed below	LIFETIME
Electrical components, electrical accessories and fixed task lighting, excluding underfloor power; seating mechanisms *, excluding mechanisms in wood or wood framed chairs; seating glides and casters, stack chair frames, wall products; Paradocs storage; if high performance edge worktops	Ten Years
All Haworth products that are at any time used in a classroom or educational environment (other than administrative areas), except products listed below	Ten Years
Wood or wood framed products and wood chairs including their mechanisms; gel arm caps; fabric scrims and fabrics rated ( A ) Heavy Duty under Association of Contract Textiles guidelines; Cabriolet; user-adjustable worksurface mechanisms; thermofused laminates; slow close mechanisms; ambient and flexible task lighting; and Jump Stuff products other than Boogie Board (lifetime)	Five Years
All flooring products, including underfloor power, other than factory-applied surfaces; plastic ultraviolet light color fastness; fabrics rated ( a ) General Contract under the Association of Contract Textiles guidelines *	Three Years
Non-standard Specials products; Crossings products with Texon T-90 material; soft palm rest; mouse pad insert; Pelican Drawer; translucent edge marring; products that are manufactured outside North America and sold into the North American market; factory-applied surfaces on flooring products	One Year

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

A product will not be considered to be defective, and Haworth will not repair, replace or refund its price if the product (1) is a consumable product, such as a lamp, light ballast or surge suppression product, (2) is "Customer's Own Material" (i.e. material specified by the buyer or lessee that is not a standard Haworth product offering), (3) is not installed and used as recommended in Haworth's written planning, installation and user guides, (4) has been otherwise misused or suffered abusive damage or (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it and then re-sells it without incorporating it in other Haworth products (in which case Haworth will assign to the buyer or lessee any assignable warranty that the manufacturer gives to Haworth). A defect in materials or workmanship does not include (a) normal wear and tear, (b) damage caused by an Act of God or by transportation, reconfiguration or other movement of the product, (c) a product alteration made without Haworth's express written authorization, (d) a natural variation occurring in wood, marble or leather or (e) failure of the color, grain or texture of wood, marble, leather or fabric to match or be colorfast.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE ANY WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the price, at Haworth's option, in accordance with this Policy, is the buyer's or lessee's exclusive remedy for a product defect. Haworth shall not have tort liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect.

Issue Date: November 14, 2005



## APPENDIX P

### QUESTIONS TO HAWORTH

#### Clarification Questions

March 9, 2006

1. **Q: Do you perform continuity and/or hi pot tests for the electrical retro-fit units?**

**A:** All retrofit kits are 100% hi-pot and continuity tested after manufacturing.

2. **Q: Haworth has a 10 - year warranty on their electrical components- how did Haworth arrive at the 10 years? Was there testing conducted? Can we get a copy of the results?**

**A:** Haworth's electrical system is warranted for 10 years matching the rest of the industry. The Power Base components have been produced or twenty years with exceptional performance and we have more than eight million raceways in service. We have testing results that are submitted to and used by UL for listing our products but they are confidential.

3. **Q: Please clarify how your warranty has changed regarding the requirement of certified Haworth installers. How does this change the warranty for our current installed base since much of the existing product was purchased before 2006? (i.e. 2006 warranty included Statement regarding certified installers, 2003 warranty does not mention it.)**

**A:** Haworth has recognized for a long time that using trained and certified installers controls the costs and schedules for the customer and Haworth. Missing parts, installation and reconfiguration damage is avoided. Haworth is stepping up our push to encourage the dealers and customers to understand the value in using the right installers. The warranty is in place for materials and workmanship but if there is substantial damage due to untrained installers the recovery costs may be under discussion.



## APPENDIX P (continued)

### QUESTIONS TO HAWORTH

#### Questions from Oral Presentation

June 2006

1. **Q: What items, fabrics, and finishes will be discontinued from the current Unigroup line? (i.e. 3' task lights, lateral files)**

**A:** Please see attached schedule for obsoleting products and finishes.

2. **Q: The State has not been notified of these changes as required by the current contract, what is Haworth's plan for notifying the State of these changes?**

**A:** a. Lateral file bins were discontinued about a year ago and the State was notified. The State opted to change standards to free-standing goods for added flexibility during the Tri-County Space Plan project. At that time, the State was one of two remaining customers of LFB's from Haworth.

b. 3 foot task lights were discontinued due to higher efficiencies from smaller lights. This saves both energy and money, while providing the same or better functionality. Notice was not made to the State due to the timing of the discontinuation and an unexpected contract extension.

c. The other products and finishes are being maintained for the State on the current contract, in spite of being discontinued for the commercial customer. Thus, no discontinuation notice was required at this time.

3. **Q: What is the difference between Unigroup and Unigroup II? We understand your basic line may change and will still be compatible but will there be noticeable visual differences?**

**A:** UniGroup Too is the new product line name that includes UniGroup as the State knows it today. That line will continue to be offered long-term. UniGroup Too is a refreshed aesthetic with sharper, rectilinear lines and tighter reveals. It also offers segmented and stacking options. While components are interchangeable, the panels are not intended to attach to each other.

4. **Q: What items are available under the Express Program under each product line? (If not covered in earlier presentation)**

**A:** Will be covered in the presentation.

5. **Q: How will Haworth modify the Express program to accommodate the State's needs?**

**A:** Will be covered in the presentation.

6. **Q: Are the Express items indicated in your 5/22/06 item listing available for the mock-up exercise?**

**A:** Yes

7. **Q: Why is Essential missing from fabric swatches?**

**A:** We apologize. The fabric card should have been included. The fabric is still available through July of 2007. Please see attached schedules.





8. **Q: Are sub-contractors put through a background check? What is the frequency? What does DBI consider failing and passing? (i.e. felonies)**

**A:** Basic background checks are performed once per year and required of sub contractors, as well. Quarterly updates of employee lists are provided to the State. Our baseline for non-hiring is a major felony or current, repeated offenses.  
Haworth and DBI are open to further discussion of this requirement.

9. **Q: Are all the items listed in the 5/22 Item Listing for Appendix C available on the Express program?**

**A:** Yes, for the single award contract. If a dual or multiple award is made, there would be only 5 items not included: two-950 Series Personal Storage Towers, a corner Mini-shelf, a split corner worksurface, and grommetted worksurfaces.  
Applicable substitutes are available that provide similar functionality.

10. **Q: The State encourages vendors to utilize the MiDEAL program for a way to grow their business and save local units of government on their purchases. You have indicated that DBI will not participate in the MIDEAL program. What order minimums would DBI need in order to participate in this program? (e.g. limit it to certain regions of the State, labor mins, product order mins)**

**A:** The MiDeal requirement was Stated as a non-award factor. Given the deep discounting offered the State on the single and dual awards, Haworth (not DBI) opted out of the program. If this is a factor in the award of the contract, Haworth will agree to fully participate in the MiDeal program.

11. **Q: Is the State of Michigan receiving the “Most Favored Customer” status with the proposed discount? (i.e. the best discount offered to any customer)**

**A:** Yes, for the single award contract.