STATE OF MICHIGAN
PROCUREMENT
Michigan.gov/MiProcurement

Haworth Contract No. 240000000497
Ergonomic and General Office Seating

For General Questions, Concerns

Contact Haworth Territory Sale Manager / Program Manager:
Becky Przedwojewski
Email:
becky.przedwojewski@haworth.com
Phone: 517-281-5826

Contract DBI Contract Administrator / Program Manager:
Marie Shaw
Email: marie.shaw@dbiyes.com

Phone: 517-267-8081

To Request a Quote

Contact DBI Customer Service Representative:
Tracy Wahtola
Email: tracy.wahtola@dbiyes.com
Phone: 517-267-8052
----------***OR***----------
DBI Website for the State of Michigan:
http://view.ceros.com/dbi/som

For Contract Related Questions

State of Michigan Program Manager:
Curt Myers
MyersC@michigan.gov
Phone: 517-719-8168

State of Michigan Contract Administrator
Susan Watt-Smith
WattSmithS@michigan.gov
Phone: 517-230-0535

For Warranty Issues

Contact DBI Customer Service Representative:
Tracy Wahtola
Email: tracy.wahtola@dbiyes.com
Phone: 517-267-8052

Note: in order for DBI to prepare a warranty replacement parts order, please have the following ready when contacting Tracy and/or submitting the form on the link below:

- ***Photo of product tag** that indicates the model#, original order#, manufacture date, fabric, etc. – sometimes this is difficult to locate but is always located on the bottom of the chair seat – which is the most common warranty request product category.*
- ***Photo of the product** itself showing the problem (ex: chair won't stay up, cracked arm caps, worn seat fabric, etc.)*
- ***Submit the form on this link:** Service Request Form*

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Frequently Asked Questions

1. **I have a limited budget and I know what I need. Do I need to work with one of DBI's Interior Designers?**

   DBI's Interior Designers will save you time and money in the long run, freeing you up to focus on the important work that you do. Their Interior Designers have extensive knowledge of the State's furniture contracts, and their expert-level of technical knowledge in terms of product specifications, installation practices, and overall design, means less opportunity for potential and/or expensive errors by the customer. DBI's Interior Designers will also optimize your space, making the best use of your existing furniture by integrating the old with the new.

2. **I need to reconfigure my office space and may have to purchase new modular furniture components. Are there any suggestions for how I can control costs?**

   Contact Keith Hawes from the DTMB Real Estate Division at hawesk@michigan.gov to see if any furniture is available for use from the DTMB warehouse located at 3111 W. St. Joseph Street in Lansing. Agencies typically send furniture that is no longer needed to the warehouse to be redeployed and utilized by other agencies.

STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **MA240000000497**

CONTRACTOR	
	HAWORTH INC
	One Haworth Center
	Holland MI 49423
	Matt Corl
	616-889-8775
	Matt.Corl@haworth.com
	CV0048869

STATE			
	Program Manager	Erika Shrauger	DTMB
		517-898-3088	
		ShraugerE@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY			
Ergonomic and General Office Seating - Statewide			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2024	February 28, 2029	2 - 1 Year	February 28, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$15,120,000.00	$0.00	$15,120,000.00		

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective July 21, 2026, the updates in Change Notice 5, Attachment 1 are hereby incorporated into the contract. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

CHANGE NOTICE NO. 5

Attachment No. 1

Haworth Contract No. 240000000497

Ergonomic and General Office Seating - Statewide

1. **Schedule A – Statement of Work, Section 1.1.3. Fabric and Trim Color**

The following textiles are being **DISCONTINUED** from the Contract:

3A TELLURE Textiles

Woven, Grade A, Abrasion: 750,000, Content: 100% Polyester

These colors will be discontinued after current inventory is depleted:

- Sprout (3A-48)
- Pumpkin (3A-47)
- Peel (3A-50)
- Sunset (3A-52)
- Rust (3A-51)
- Roan (3A-44)

The colors remaining in the offering will continue forward as Contractor transitions production. Contractor is working closely with the new mills to ensure these textiles meet the same performance, durability, and aesthetic standards as current production.

3J HOBSON Textiles

Woven, Grade A, Abrasion: 100,000, Content: 20% Polyester, 30% Post Con Recycled Poly, 50% Reprieve Our Ocean PCR

These colors will be discontinued after the current inventory is depleted:

- These Go to 11 (3J-23)
- Fire Pit (3J-9)
- Buttoned Up (3J-2)
- Sporran (3J-21)
- Seatoun (3J-18)
- Mackay (3J-15)
- Wellington (3J-26)

The colors remaining in the offering will continue forward as Contractor transitions production. Contractor is working closely with the new mills to ensure these textiles meet the same performance, durability, and aesthetic standards as current production.

4H BLANKET Textiles

Woven, Grade A, Abrasion: 100,000, Content: 50% Post Con Recycled Poly / 50% Virgin Polyester

These colors will be discontinued after the current inventory is depleted:

- Hood (4H-HD)
- Port (4H-PR)
- Sweep (4H-SP)
- Poncho (4H-PC) – Immediate discontinuation
- Camper (4H-CM)

The colors remaining in the offering will continue forward as Contractor transitions production. Contractor is working closely with the new mills to ensure these textiles meet the same performance, durability, and aesthetic standards as current production.

3L NOVELTY Textiles

Woven, Grade B, Abrasion: 100,000, Content: 46% Polyester / 54% Post Con Recycled Polyester

The full pattern is planned for discontinuation on 12/31/2026; however, select colors may discontinue earlier depending on inventory levels and while supplies last.

- Zest (3L-Zs) – Immediate discontinuation

STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **MA240000000497**

CONTRACTOR	
	HAWORTH INC
	One Haworth Center
	Holland MI 49423
	Matt Corl
	616-889-8775
	Matt.Corl@haworth.com
	CV0048869

STATE			
	Program Manager	Erika Shrauger	DTMB
		517-898-3088	
		ShraugerE@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY			
Ergonomic and General Office Seating - Statewide			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2024	February 28, 2029	2 - 1 Year	February 28, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐	0 Years	
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$15,120,000.00	$0.00		$15,120,000.00	

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective November 21, 2025, the updates in Change Notice 4, Attachment 1, are incorporated. Additionally, starting April 24, 2026, throughout the Term, all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created, provided, or made available by the Contractor under this Contract, must comply with WCAG 2.1 Level AA. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Change Notice 4, Attachment 1
Haworth, Inc. Contract No. 240000000497
Ergonomic and General Office Seating - Statewide

The following Schedule B - Pricing updates and replaces the previous Schedule B – Pricing, which incorporates:

The following items are **DISCONTINUED** from the Contract:

ITEM	CONTRACT	ITEM DESCRIPTION	LOCATION ON PRICE SHEET
1	240000000497	**Openest Feather Sofa** • With fixed-height table option	The Openest Table is listed under: INSTITUTIONAL PUBLIC/LOBBY CHAIRS ***MiDEAL ONLY*** *Previously Titled:* INSTITUTIONAL PUBLIC/LOBBY TABLES ***MiDEAL ONLY***
2	240000000497	The last order date for **Hello Lounge Chair** was 10/31/25 • Refresh coming & • Todo is an option for traditional needs	INSTITUTIONAL PUBLIC / LOBBY CHAIRS
3	240000000497	**Zody Classic Chair** *Final Order Date: February 1, 2027*	HIGHLY ERGONOMIC TASK CHAIRS
4	240000000497	**Zody Classic Stool** *Final Order Date: February 1, 2027*	ERGONOMIC STOOLS
5	240000000497	**Zody Guest Chair** *Final Order Date: February 1, 2027*	SIDE OR GUEST CHAIRS/ TABLES (*not a State of Michigan standard*)

ITEM	CONTRACT	ITEM DESCRIPTION	LOCATION ON PRICE SHEET
6	240000000497	**X99 Guest Chair (only)** *Discontinued December 31, 2025*	SIDE OR GUEST CHAIRS/ TABLES (*not a State of Michigan standard*)
7	240000000497	**Colors, Materials & Finishes (CMF)** • Medium Cherry laminate 6/30/26 • Tech/ Logic fabric 6/30/26	N/A

SCHEDULE B – PRICING - REVISED

The Contractor must provide a pricing schedule for the proposed Contract Activities using this document. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
    a. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

2. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

3. Haworth February 2023 Seating Price List: February 2023 Seating

4. Haworth February 2024 Seating Price List: February 2024 Seating

5. Haworth February 2024 Health(care) Price List: February 2024 Health(care)

6. Effective June 1, 2025, Schedule B – Pricing is hereby amended to add a line item to each quote for a 1.75% tariff passthrough off List Price on imported commodities purchased off this contract. The tariff must only be applied if active at the time of shipment and cannot be applied to commodities that were in the Contractor's inventory prior to the tariff being enacted. The Contractor must list the tariff passthrough as a separate line item on the invoice. Written justification must be provided to the Contract Administrator for review and approval for any increases to the tariff passthrough. Contractor must promptly notify the State, and the tariff passthrough must immediately be reduced to reflect the reduction or elimination of the tariff. Failure to notify the State is a material breach of Contract.

Haworth, Inc. Contract No. 240000000497
Change Notice 4
Schedule B – Pricing Revised

Seating					
	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
1	HIGHLY ERGONOMIC TASK CHAIRS	Improv H.E.	February 2023	78.75%	78.75%
		Zody LX	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
2	*HIGHLY ERGONOMIC TASK CHAIRS ***MiDEAL ONLY****	Fern	February 2023	58.00%	58.00%
3	EXECUTIVE CHAIRS	Zody LX	February 2023	64.50%	64.50%
		Zody II w/Headrest	February 2023	64.50%	64.50%
4	FULL OR PART MESH FULLY ERGONOMIC TASK CHAIRS	Zody II	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Very Task	February 2023	68.50%	68.50%
		Breck	February 2024	55.00%	55.00%
5	SIDE OR GUEST CHAIRS/TABLES	Improv Side	February 2023	77.52%	77.52%
		Maari	February 2023	58.70%	58.70%
		Very Side	February 2023	68.50%	68.50%

		Poppy Guest	February 2023	60.00%	60.00%
	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
6	*SIDE OR GUEST CHAIRS/TABLES ***MiDEAL ONLY****	Bowi	February 2024	60.00%	60.00%
7	POLYPREPYLENE BREAKROOM / LUNCHROOM CHAIR	Maari	February 2023	58.70%	58.70%
		Very	February 2023	68.50%	68.50%
8	CONFERENCE ROOM CHAIRS	X99	February 2023	68.25%	68.25%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
		Very Conference	February 2023	68.50%	68.50%
		Very Task	February 2023	68.50%	68.50%
9	ERGONOMIC STOOLS	Soji Stool	February 2023	59.00%	59.00%
		Zody II Stool	February 2023	64.50%	64.50%
		Improv H.E. Stool	February 2023	78.75%	78.75%
		Very Task Stool	February 2023	68.50%	68.50%
		Zody Classic Stool	February 2023	71.35%	71.35%
		Breck Stool	February 2024	55.00%	55.00%
10	XL CHAIRS (formerly Big & Tall)	Improv H.E. XL	February 2023	78.75%	78.75%
		Soji XL	February 2023	69.50%	69.50%

	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
11	INSTITUTIONAL PUBLIC/LOBBY CHAIRS	Hello	February 2023	53.65%	53.65%
		Cabana	February 2023	58.70%	58.70%
		Resonate	February 2023	61.00%	61.00%
		Poppy Lounge	February 2023	60.00%	60.00%
		Riverbend	February 2023	57.00%	57.00%
12	INSTITUTIONAL PUBLIC/LOBBY TABLES	Pip	February 2023	62.00%	62.00%
		Resonate	February 2023	61.00%	61.00%
		Sprig	February 2023	60.00%	60.00%
13	INSTITUTIONAL PUBLIC/LOBBY CHAIRS ***MiDEAL ONLY***	Openest	February 2023	60.00%	60.00%
		Lyda	February 2023	47.00%	47.00%
		To Do	February 2023	60.00%	60.00%
14	HEALTH(CARE)	Benson	February 2024	51.00%	51.00%
15	HAWORTH PARTNERSHIP PRODUCTS ***MiDEAL ONLY***	Emeco	February 2023	35.00%	35.00%
		Janus et Cie	February 2023	35.00%	35.00%
		Poltrona Frau	February 2023	30.00%	30.00%
16	CONFERENCE / OFFICE ACCESSORIES	Collaborate	February 2024	56.00%	56.00%

**Jive and Planes tables are on the Haworth Modular Office Systems Furniture and Services Statewide Contract, No. 220000000043*

Zone 1 Labor Rates Prevailing Wage					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$23	$40	$64	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$23	$35	$57	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$29	$51	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$26	$45	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$23	$38	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area ..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area ..... $160.00 flat rate

The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 1 Labor Rates Non-Prevailing Wage Rates, MiDEAL Only					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$20	$35	$55	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$20	$30	$50	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$26	$45	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$23	$40	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$23	$35	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area..... $160.00 flat rate

****The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.***

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 2 Labor Rates Prevailing Wage					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$65	$78	$120	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$65	$75	$110	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$72	$100	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$69	$90	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$66	$80	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel

There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders

For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Zone 2 Labor Rates Non-Prevailing Wage (MiDEAL Only)					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$40	$47	$60	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$40	$47	$60	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$45	$58	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$45	$58	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$42	$55	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel

There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders

For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Optional Services

Design:

Design charges will only apply when seating is specified and ordered as a part of a Design Project that is assigned to the servicing Dealer - OR - when a Designer's assistance is required in selecting and specifying seating that is not part of a dealer assigned design project/order.

Day-to-day seating quotes where end users provide full specifications of desired products will not include a design charge.

- For Seating only Projects, Design rate is .5% of the total purchase price of new product for Zones 1 & 2
- For Seating as part of a Modular project in which new and existing products are being used, Design will be included in the hourly design quoted for the overall project as defined in Haworth, Inc. MA 220000000043, Schedule B – Pricing.
- For Seating as part of a Modular furniture project which consists of all new product, Seating Design will be charged at a rate of .5% of the total purchase price of new seating product for Zones 1 & 2.

Cleaning:

Cleaning will incur a minimum charge of $90 per request at a single location. Once the $90 minimum is met, additional items will be charged at the Unit price rates listed.

SERVICE ***Prevailing Wage Rates***	**UOM**	**ZONE 1 PRICE**	**ZONE 2 PRICE**
Cleaning *Standard*	Min Charge per piece thereafter	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.
Cleaning *Premium Services)*	Min Charge per piece thereafter	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.

		3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.	3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.

Cleaning services required and approved to be completed on Sundays will be charged at a rate of 2 times the standard rate.

Professional Services - Prevailing Wage Rates:

SERVICE *Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.50
Non-Warranty Repair *Standard*	Man Hour	$77.50	$65.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$116.25 Sat $155.00 Sun	$97.50 Sat $130.00 Sun
Electrician *Standard*	Man Hour	$109.00	$120.00
Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$180.00 SAT (TIME AND A HALF) $240.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

SERVICE *Non-Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.00
Non-Warranty Repair *Standard*	Man Hour	$50.00	$50.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$72.00 Sat $96.00 Sun	$72.00 Sat $96.00 Sun
Electrician *Standard*	Man Hour	$109.00	$109.00

Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

***See also Optional Services*

SERVICE *Non-Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Site Visit *Standard*	Man Hour	$45.00	$65.00
Programming *(Standard)*	N/A	Included in Design	Included in Design
Storage The State may determine a need for storage beyond (30) thirty days or agreed upon timeframe. Bidders are to include pricing for this optional program.	Per Sq Ft/Year	$6.00/Sq Ft/Year	$8.00/Sq Ft/Year

Schedule B Glossary of Terms

Drop Ship

- This is Direct Ship from Haworth to a State facility
- The chair(s) will be moved to the end of the trailer by the carrier personnel
- The State is responsible for unloading or making arrangements to have it unloaded and disposing of recycling packaging materials

Inside Delivery

- This is a Direct Ship from Haworth with “Inside Delivery” to a State facility.
- The chair(s) will be removed from the truck by the carrier's driver and placed just inside the loading dock or just inside the front door of the State facility.
- This delivery option does not include delivery to the work area or floor or unpackaging.

Delivery Only

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.

Installation

- Product is first shipped to the servicing Dealership warehouse

- Once on site (the SHIP TO location on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed by the installer for recycling
- The Dealership personnel will provide the user with a general overview of the chair functionality.
- Assembly: As it relates to installation of lounge seating and occasional table products:
    - This is the labor required to build completed units to be place per the installation drawings
    - Items that require assembly include but are not limited to attaching legs, cushions, screens, ganging mechanisms, connecting sections of modular lounge furniture, etc.

Chair Delivery Instruction

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.
- The installer will provide the end-user with a detailed overview of the chair functionality and demonstrate the ergonomic features of the chair within their workstation.

Travel

- This is required when product is being transported from a Dealer facility to a State facility.
- “Travel” is the activity that happens in order for the chairs to be taken to a State facility. This includes loading onto a Dealer truck, transporting to State facility, unloading from Dealer truck.

Design

- Applies when seating is part of a dealer-assigned Design project.
- When a Designer's assistance is required in selecting and specifying seating that is not part of a dealer-assigned design project/order.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **MA240000000497**

CONTRACTOR	
	HAWORTH INC
	One Haworth Center
	Holland MI 49423
	Matt Corl
	616-889-8775
	Matt.Corl@haworth.com
	CV0048869

STATE			
	Program Manager	Erika Shrauger	DTMB
		517-898-3088	
		ShraugerE@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY			
Ergonomic and General Office Seating - Statewide			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2024	February 28, 2029	2 - 12 Months	February 28, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$15,120,000.00	$0.00	$15,120,000.00

DESCRIPTION
Effective June 1, 2025, Schedule B – Pricing is hereby amended to add a line item to each quote for a 1.75% tariff passthrough off List Price on imported commodities purchased off this contract, per Attachment 1. Additionally, updated Schedule G - Warranty and Schedule M - Organizational Chart are incorporated per Attachment 1. Please note the State Program Manager has been changed to Erika Shrauger, 517-898-3088, shraugere@michigan.gov All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Change Notice 3, Attachment 1
Haworth, Inc. Contract No. 240000000497
Ergonomic and General Office Seating - Statewide

1. The following updates have been made to **SCHEDULE G – WARRANTY**:
    a. Verbiage that said “end-user purchaser” was changed to “customer”.
    b. Some clarity was added about what happens with product that was replaced related to disposition. It was vague so we added a note that “disposition would be directed by Haworth”.
    c. User weights for seating have been removed from the warranty and will now be added to the price books.
    d. Balance of changes relate to new product introductions and discontinuances of others.

HAWORTH

Effective: August 1, 2022

Great Expectations

You have them as a Haworth customer and so do we. And because we value our customers, we cover our products with this **Product Compatibility and Limited Warranty Policy**.

OUR COMMITMENT TO PRODUCT COMPATIBILITY – INTEGRATED PRODUCT PLATFORMS - OBSOLESCENCE POLICY

As a market leader in the design and manufacture of workspaces that adapt to change, we strive to maintain product compatibility within our various generations of integrated product platforms. As we develop new products there is an emphasis to provide solutions that are compatible yet allow for enhancement of previous generations of products. This benefits the customer who desires to leverage their existing products but enhance their work environment at the same time. With this mindset, under our obsolescence policy, Haworth takes reasonable steps to provide our customers with products of comparable form, fit, and function. As with any material or component, supply chain challenges can impact our ability to offer previous or existing products. In addition, fabrics and finishes are significantly impacted by design trends resulting in shorter life cycles. In these situations, we will make reasonable efforts to find coordinating solutions.

OUR COMMITMENT TO PRODUCT QUALITY – THE HAWORTH NORTH AMERICA LIMITED WARRANTY

To ensure customer satisfaction and peace of mind, we stand behind our products with the following Haworth North America Limited Warranty ("Limited Warranty").

What Products are Covered?

This Limited Warranty applies to new products manufactured by Haworth, Inc. or Haworth, Ltd. (individually, "Haworth") after August 1, 2022, that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer ("Covered Products"). Covered Products also include new products manufactured by a company other than Haworth after August 1, 2022, that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer as part of the Haworth Collection line of products, but only if such products are specifically listed below in the "What are the Warranty Periods? - Haworth Collection of Products" section of this Limited Warranty. For products manufactured on or before January 1, 2019, please refer to the applicable Haworth warranty published in the Haworth North America Price List when the product was purchased, for products manufactured after January 1, 2019 please refer to www.haworth.com for the applicable Haworth warranty or contact your local Authorized Haworth Dealer.

In this Limited Warranty, the terms "us," "we," "our" and similar terms refer to Haworth, and an end-user purchaser refers to the first person who purchases a Covered Product for such person's own internal use and not for resale or distribution.

The following products are excluded from the definition of "Covered Product" and not covered by this Limited Warranty, and neither Haworth nor its affiliates will have any obligation or liability relating to them: (a) software; (b) consumable items, such as batteries and bulbs/lamps; (c) the customer's own material (COM), or any material specified by the purchaser that is not a standard Haworth product offering, such as Haworth Alliance fabrics; (d) other than Haworth Collection products not manufactured by Haworth as described above, any item manufactured by a third party from whom Haworth purchases the item for resale without incorporating it into a Haworth product as a component or part (in those situations, if the purchaser is not a direct beneficiary of the manufacturer's warranty, then Haworth will assign to the purchaser any warranty that the manufacturer provides, to the extent the warranty is assignable); (e) Ergotron® products included in the Accessories North American Price List, regardless of whether incorporated into a Haworth product as a component or part (if the purchaser is not a direct beneficiary of any applicable Ergotron® warranty, Haworth will assign such warranty to the purchaser, to the extent assignable); and (f) field painted walls and Pergola products.

What Problems are Covered?

Subject to the terms of this Limited Warranty, Haworth warrants to the end-user purchaser of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs the performance or functionality of the Covered Product under normal use (a "Defect"). This warranty is for 24-hour / 7-day multiple shift use of the applicable Covered Product; for seating products, such use is by individuals up to 325 lbs., 400 lbs. for Zody II and LX models. In this Limited Warranty, normal use means use of a Covered Product in accordance with all the following: (a) Haworth's standards instructions, guidelines, and recommendations for that Covered Product; (b) if the Covered Product is part of the Haworth Collection and not manufactured by Haworth, then the applicable manufacturer's standard instructions, guidelines, and recommendations for that Covered Product; and (c) applicable laws, rules, regulations, and ordinances.

A Defect excludes, and Haworth and its affiliates will not have any responsibility or liability for, the following: (a) normal wear and tear; (b) any damage, wear or failure of the Covered Product that occurs during transport of the Covered Product, or that is caused by improper use, care or maintenance of the Covered Product or by an act of God or other event outside of Haworth's reasonable control; (c) the natural variation of color, grain or texture found in wood and leather; (d) the natural aging of materials such as wood, fabric and leather which results in colors changing over time or during use; (e) dye lot variations in fabric, leather or wall coverings; (f) the natural patina of leather during use; (g) "puddling" or wrinkling of fabrics, leather, or faux leather; (h) reverse crocking of dyes from clothing onto seating materials; (i) change in color (including fading) or other surface effects resulting from exposure to chemicals (such as chemicals in cleaning solutions) or exposure to sunlight or other sources of ultraviolet rays; (j) any damage, wear or failure of the Covered Product caused by the integration or use of any non-Haworth materials, components, devices or other products into or with any Covered Product; or (k) any damage, wear, or scratching to flooring from glides, casters, or other components.

What Remedies are Available?

If a purchaser makes a valid claim under this Limited Warranty for a Defect to a Covered Product, Haworth, at its option, will either (a) repair the Covered Product at Haworth's cost, (b) replace the Covered Product at Haworth's cost with a new or refurbished product with comparable function and performance, or (c) refund or credit the purchase price of the Covered Product (excluding taxes, duties, fees, and other amounts). All repair and replacement work will be performed by Haworth or a third party engaged by Haworth to perform the specific repair or replacement work relating to the Defect; repair or replacement work performed by any other person will void this Warranty. Haworth will not be responsible for any cost or expenses incurred by the purchaser relating to repair or replacement of a Covered Product due to a Defect, including without limitation freight, insurance, inspection, storage and similar costs and expenses. Any Covered Product that is replaced or whose purchase price is refunded or credited will become the sole and exclusive property of Haworth.

What Conditions Apply?

All the following conditions must be satisfied to make a valid claim under this Limited Warranty for a Defect to a Covered Product:

- the purchaser must have notified Haworth in writing of the Defect within 30 days after the purchaser first learns or has notice of the Defect, and in any event not later than three (3) business days after the last day of the applicable warranty period; all such notices must be sent to Haworth at One Haworth Center, Holland, Michigan 49423, Attention: Customer Service/ Warranty Claims;
- the purchaser must provide original Haworth order number and have fully complied with all instructions, requirements, and directions provided by Haworth, an Authorized Haworth Dealer or their respective agents regarding (a) the inspection, preservation or safeguarding of the Covered Product and (b) the transportation and delivery of the Covered Product to Haworth or, if directed by Haworth, to an Authorized Haworth Dealer or other party;
- the Covered Product must have been installed by Haworth or an installer certified by Haworth to install that Covered Product;
- all prior repairs of the Covered Product must have been performed by Haworth or an installer certified by Haworth to install that Covered Product;
- the repair of the Defect of the Covered Product pursuant to this Warranty must be performed by Haworth or a third party engaged by Haworth to perform the specific warranty-repair work;
- at all times the Covered Product must have been in a building that is (a) dry, fully closed-in and protected from the natural elements, and (b) adequately heated, ventilated and air conditioned to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%;
- the Covered Product must not have been modified, and the purchaser must have used and maintained the Covered Product in full conformity with all of Haworth's written specifications, instructions and guides regarding use, care, and maintenance.

- if the Covered Product is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals, and other documents and/or actions required by Haworth to assign and transfer to Haworth sole and exclusive title in the Covered Product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and

- all other conditions and requirements in or arising under this Limited Warranty, applicable law or a written agreement between Haworth and the purchaser, must have been fully satisfied.

What are the Warranty Periods?

A Covered Product's warranty period begins on the Covered Product's date of manufacture and ends on the expiration of the time period identified below for that particular Covered Product. In addition, the warranty period will automatically terminate at the time that the end-user purchaser ceases to solely own, possess, control, and use the Covered Product.

- *Lifetime.* Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the end-user purchaser continues to solely own the Covered Product.

- *Twelve (12) Years.* The following Covered Products have a 12-year warranty period:

  - seating products (excluding fabrics, tablet arms, and gel arm caps)
  - thermally fused laminates (Be_Hold Be_Hold Be)
  - Premium Textured HPL
  - wood or wood-framed products
  - Casegood mechanisms (hinges, slides, latches, glides, casters, etc.)
  - Planes®, Planes VM, Upside™, and Echo height adjustable product mechanisms[1]

- *Ten (10) Years.* The following Covered Products have a 10-year warranty period:

  - wall products (excluding door closer mechanisms, wallcoverings, locksets, markerboards, and glass)
  - Pergola products (excluding drapes, drape track hardware, PET tiles, wallcoverings, markerboards, and glass)
  - Adjustable keyboard pads and monitor arms
  - Power Base™ Electrical (excluding Power Base AI and USB receptacles)
  - products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below
  - Belong Plug Strip
  - electrical (non-USB) and A/V accessories

- *Five (5) Years.* The following Covered Products have a 5-year warranty period:

  - fabric scrims, fabric screens, vertical fabrics, and wallcoverings
  - fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines
  - leathers or faux leather
  - vertical use markerboard laminates
  - user-adjustable work-surface mechanisms
  - Power Base Receptacles with USB
  - tablet arms (max. load 50 pounds)
  - overhead storage unit slow-close mechanisms
  - Reed Premier™ and Adaptable LED lighting
  - glass used in Systems products[2] (vertical & horizontal)
  - Improv and X-99 gel arm caps
  - work tools and systems accessories (e.g., laptop holders and footrests)
  - Pergola PET tiles
  - Belong Power Cube and Power Suite

[1] Troubleshooting procedures provided by Haworth must be used to determine if a mechanism is defective, the associated error code needs to be included in the Service Notification. Programmable handsets required to read error codes.

[2] The tempering process for glass results in stronger glass and allows it to fracture into smaller, less harmful pieces when it breaks. Tempered glass often is referred to as "safety glass" because of this breakage feature. Although stronger, it is still important to handle tempered glass with care and avoid impact damage. Small impurities introduced during the tempering process or damage to edges during handling or use can result in spontaneous glass breakage at unpredictable times and are excluded from warranty coverage.

- *Three (3) Years.* The following Covered Products have a 3-year warranty period:

  - Power Base AI Electrical product
  - painted MDF product
  - USB retrofit kits or products incorporating USB charging outlets (Except Power Base)
  - wall product locksets
  - fabrics rated General Contract (a) under the Association of Contract Textiles Guideline

- *Two (2) Years.* The following Covered Products have a 2-year warranty period:

  - walls door closer mechanisms
  - Pergola drapes and associated track hardware
  - products manufactured of Polyethylene Terephthalate (PET) excluding Pergola tiles

- *One (1) Year.* The following Covered Products have a 1-year warranty period:

  - horizontal use markerboard laminates
  - acrylic tops/surfaces
  - soft palm rests
  - electronic locks and components
  - tablet markerboards
  - mouse pad inserts
  - Translucent edging
  - glass used in walls product (see note [2] above for more details and exclusions)
  - Openest™ Plume Screens

- *No Warranty.* The following Products and conditions are excluded from the definition of "Covered Product" and not covered by this Limited Warranty:

  - acrylic or corrugated screens
  - exclusions noted or defined in sections "What Products are Covered" and "What Problems are Covered"

- *Specific Product Lines.*

  - *Tailored Solutions™.* A Covered Product that is modified under Haworth's "Tailored Solutions" program will have a warranty period that is the same as the standard catalog product that is modified; however, any material modification of the standard catalog product's features, construction, function, or aesthetics will have a 1-year warranty period.

  - *Haworth Healthcare Products.* The warranty period of a Covered Product within the Haworth Healthcare line of products is as follows (textiles and coverings are not covered by this Limited Warranty):

    - Five (5) Years.
      - ✓ guest seating
    - Three (3) Years.
      - ✓ standard glides
      - ✓ standard casters
      - ✓ exam room stools
      - ✓ overbed tables
      - ✓ sleeper sofas
    - Two (2) Years.
      - ✓ gas cylinders
    - One (1) Year.
      - ✓ Thermofoil and Kydex arm caps
      - ✓ Thermofoil tops
      - ✓ central locking casters
      - ✓ recliner and lift chair motors
      - ✓ motion mechanisms
      - ✓ heat/massage
      - ✓ recliner options

- *Haworth Collection Products.* The warranty period of a Covered Product within the Haworth Collection line of products, including those manufactured outside of North America and sold to a customer based or located in North America, is as follows (textiles and coverings are not covered by this Limited Warranty):

  - Twelve (12) Years.
    - ✓ Haworth seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, and plastic components)
    - ✓ Haworth wood or wood-framed products
  - Five (5) Years.
    - ✓ Cappellini products manufactured in North America
    - ✓ Haworth products imported from Europe unless noted for shorter terms
    - ✓ Pablo Designs products
  - Three (3) Years.
    - ✓ GAN products
    - ✓ JANUS et Cie seating frames and table frames (excludes cushions, fabrics, frame finish, and glass)
  - Two (2) Years.
    - ✓ Cappellini products imported from Europe
    - ✓ Cassina products imported from Europe
    - ✓ Poltrona Frau products imported from Europe
    - ✓ BuzziSpace products
    - ✓ Hushoffice products imported from Europe
  - One (1) Year.
    - ✓ JANUS et Cie umbrellas and umbrella base

  - Emeco Products

    For Emeco warranty information please: click here

- *Service Parts* – Haworth authorized service parts installed on a Covered Product will be covered by this Limited Warranty for the remaining balance of the warranty period for that Covered Product, so long as the service part was installed by Haworth or an installed certified by Haworth to in install that Covered Product.

GENERAL TERMS

This Product Compatibility and Limited Warranty Policy extends solely to end-user purchasers of Covered Products and not to their successors, assigns, employees, agents, or affiliates. This Policy is not assignable or transferable in whole or in part, whether voluntarily, by operation of law or otherwise, and any purported assignment or transfer will be void.

All determinations regarding the scope, applicability, and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by Haworth in its discretion. All such determinations made by Haworth will be final, non-appealable and binding on all persons.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, HAWORTH DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE.

AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT HAWORTH'S OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT SHALL HAWORTH OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

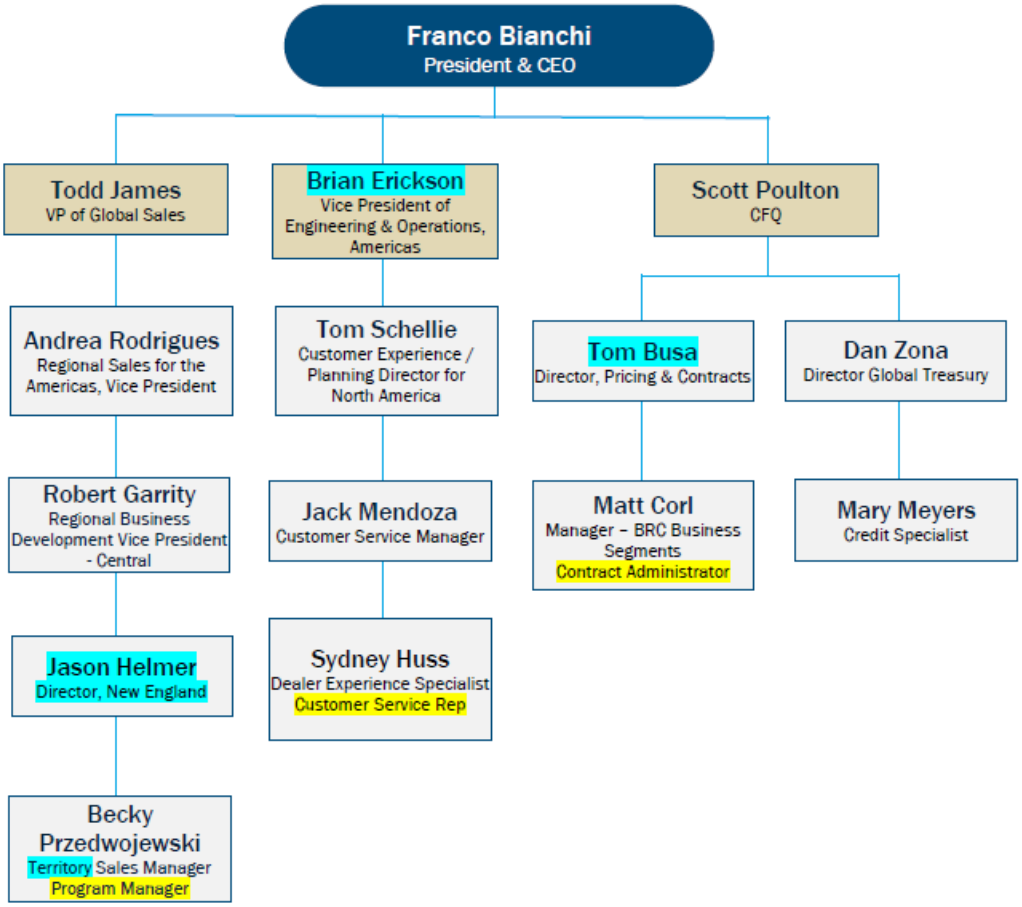
Applies to U.S. only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the immediately preceding paragraph may not apply to a purchaser. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights which vary from state to state.

2. The following updates have been made to **SCHEDULE M - ORGANIZATIONAL CHART** for Haworth, DBI, and Interphase / Traverse City:
    a. New Key Personnel Assignments are highlighted in yellow
    b. New Staff Members are highlighted in turquoise

HAWORTH

Schedule M- Organizational Chart

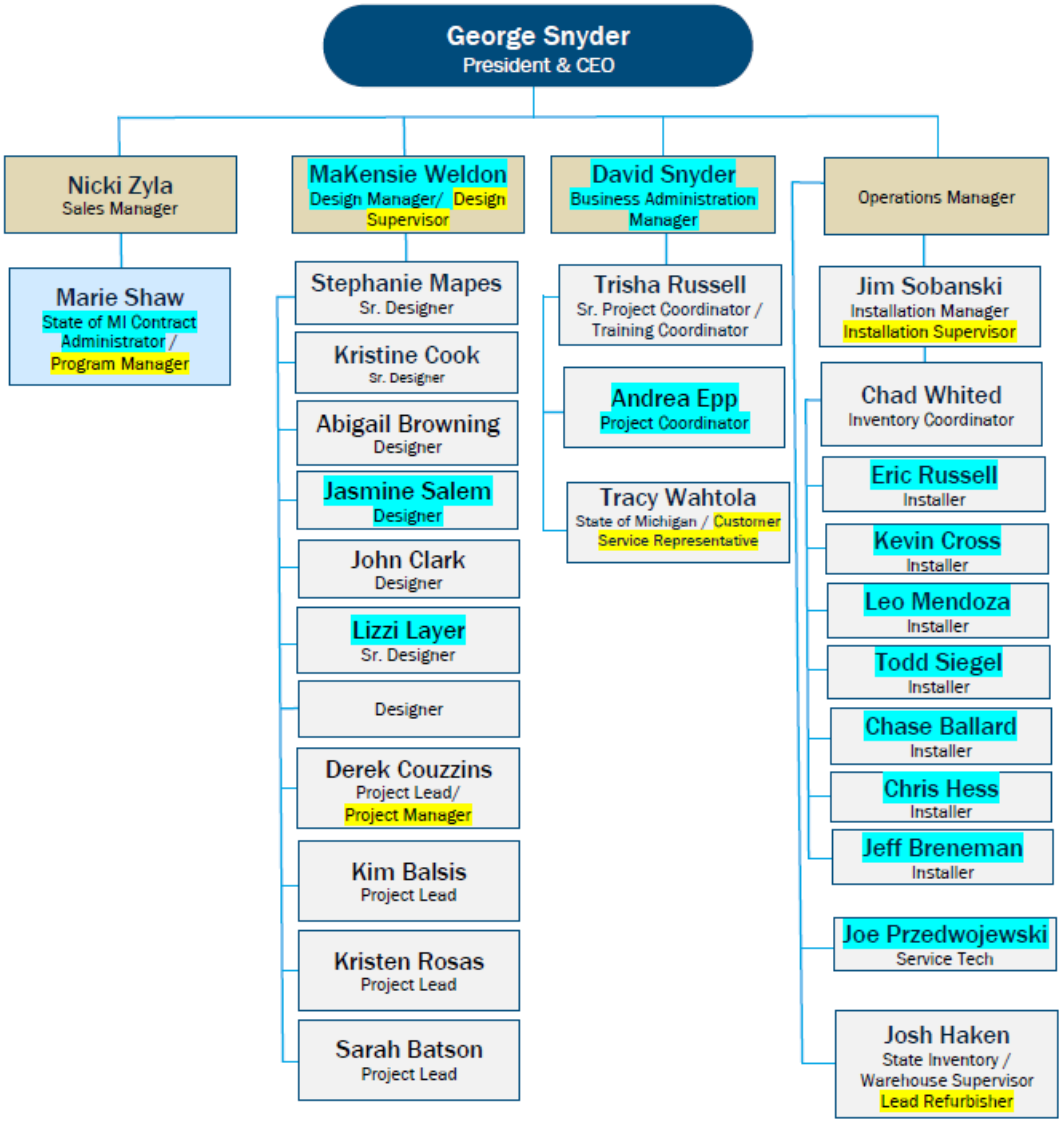
Haworth Organization Chart



HAWORTH

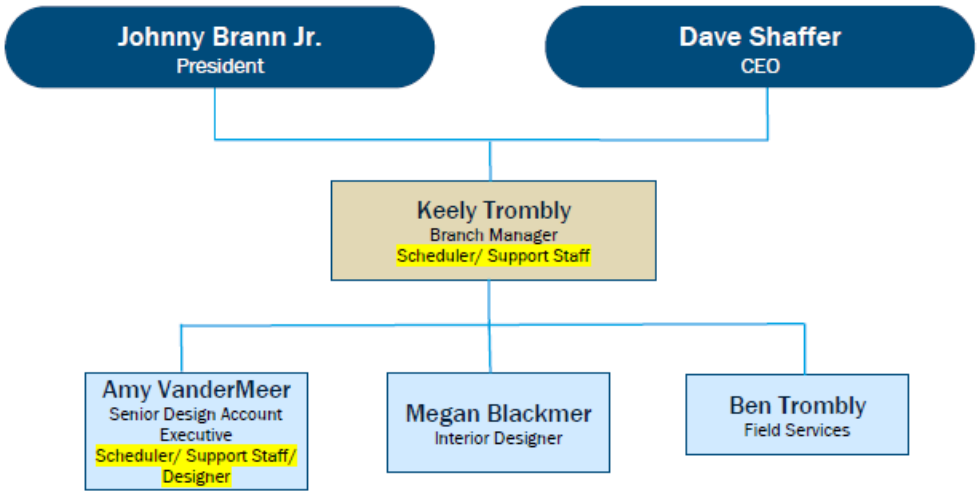
Schedule M- Organizational Chart

DBI Organization Chart



HAWORTH **Schedule M- Organizational Chart**

Interphase/ Traverse City Organization Chart



3. The attached **SCHEDULE B – PRICING - REVISED** updates and replaces the previous SCHEDULE B – PRICING, which incorporates:

   Effective June 1, 2025, Schedule B – Pricing is hereby amended to add a line item to each quote for a **1.75% tariff passthrough off List Price** on imported commodities purchased off this contract. The tariff must only be applied if active at the time of shipment and cannot be applied to commodities that were in the Contractor's inventory prior to the tariff being enacted. The Contractor must list the tariff passthrough as a separate line item on the invoice. Written justification must be provided to the Contract Administrator for review and approval for any increases to the tariff passthrough. Contractor must promptly notify the State, and the tariff passthrough must immediately be reduced to reflect the reduction or elimination of the tariff. Failure to notify the State is a material breach of Contract.

SCHEDULE B – PRICING - REVISED

The Contractor must provide a pricing schedule for the proposed Contract Activities using this document. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
    a. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

2. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

3. Haworth February 2023 Seating Price List: February 2023 Seating

4. Haworth February 2024 Seating Price List: February 2024 Seating

5. Haworth February 2024 Health(care) Price List: February 2024 Health(care)

6. Effective June 1, 2025, Schedule B – Pricing is hereby amended to add a line item to each quote for a 1.75% tariff passthrough off List Price on imported commodities purchased off this Contract. The tariff must only be applied if active at the time of shipment and cannot be applied to commodities that were in the Contractor's inventory prior to the tariff being enacted. The Contractor must list the tariff passthrough as a separate line item on the invoice. Written justification must be provided to the Contract Administrator for review and approval for any increases to the tariff passthrough. Contractor must promptly notify the State, and the tariff passthrough must immediately be reduced to reflect the reduction or elimination of the tariff. Failure to notify the State is a material breach of Contract.

Haworth, Inc. Contract No. 240000000497
Change Notice 3
Schedule B – Pricing - Revised

Seating					
	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
1	HIGHLY ERGONOMIC TASK CHAIRS	Improv H.E.	February 2023	78.75%	78.75%
		Zody LX	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
2	*HIGHLY ERGONOMIC TASK CHAIRS ***MiDEAL ONLY****	Fern	February 2023	58.00%	58.00%
3	EXECUTIVE CHAIRS	Zody LX	February 2023	64.50%	64.50%
		Zody II w/Headrest	February 2023	64.50%	64.50%
4	FULL OR PART MESH FULLY ERGONOMIC TASK CHAIRS	Zody II	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Very Task	February 2023	68.50%	68.50%
		Breck	February 2024	55.00%	55.00%
5	SIDE OR GUEST CHAIRS/TABLES	Improv Side	February 2023	77.52%	77.52%
		Maari	February 2023	58.70%	58.70%

		Very Side	February 2023	68.50%	68.50%
		Poppy Guest	February 2023	60.00%	60.00%
	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
6	*SIDE OR GUEST CHAIRS/TABLES ***MiDEAL ONLY****	Bowi	February 2024	60.00%	60.00%
7	POLYPREPYLENE BREAKROOM / LUNCHROOM CHAIR	Maari	February 2023	58.70%	58.70%
		Very	February 2023	68.50%	68.50%
8	CONFERENCE ROOM CHAIRS	X99	February 2023	68.25%	68.25%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
		Very Conference	February 2023	68.50%	68.50%
		Very Task	February 2023	68.50%	68.50%
9	ERGONOMIC STOOLS	Soji Stool	February 2023	59.00%	59.00%
		Zody II Stool	February 2023	64.50%	64.50%
		Improv H.E. Stool	February 2023	78.75%	78.75%
		Very Task Stool	February 2023	68.50%	68.50%
		Zody Classic Stool	February 2023	71.35%	71.35%
		Breck Stool	February 2024	55.00%	55.00%
10	XL CHAIRS (formerly Big & Tall)	Improv H.E. XL	February 2023	78.75%	78.75%
		Soji XL	February 2023	69.50%	69.50%

	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
11	INSTITUTIONAL PUBLIC/LOBBY CHAIRS	Hello	February 2023	53.65%	53.65%
		Cabana	February 2023	58.70%	58.70%
		Resonate	February 2023	61.00%	61.00%
		Poppy Lounge	February 2023	60.00%	60.00%
		Riverbend	February 2023	57.00%	57.00%
12	INSTITUTIONAL PUBLIC/LOBBY TABLES	Pip	February 2023	62.00%	62.00%
		Resonate	February 2023	61.00%	61.00%
		Sprig	February 2023	60.00%	60.00%
13	INSTITUTIONAL PUBLIC/LOBBY TABLES ***MiDEAL ONLY***	Openest	February 2023	60.00%	60.00%
		Lyda	February 2023	47.00%	47.00%
		To Do	February 2023	60.00%	60.00%
14	HEALTH(CARE)	Benson	February 2024	51.00%	51.00%
15	HAWORTH PARTNERSHIP PRODUCTS ***MiDEAL ONLY***	Emeco	February 2023	35.00%	35.00%
		Janus et Cie	February 2023	35.00%	35.00%
		Poltrona Frau	February 2023	30.00%	30.00%
16	CONFERENCE / OFFICE ACCESSORIES	Collaborate	February 2024	56.00%	56.00%

**Jive and Planes tables are on the Haworth Modular Office Systems Furniture and Services Statewide Contract, No. 220000000043*

List pricing table above does not include 1.75% Tariff Passthrough

Zone 1 Labor Rates Prevailing Wage					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$23	$40	$64	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$23	$35	$57	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$29	$51	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$26	$45	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$23	$38	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area ..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area ..... $160.00 flat rate

The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 1 Labor Rates Non-Prevailing Wage Rates, MiDEAL Only					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$20	$35	$55	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$20	$30	$50	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$26	$45	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$23	$40	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$23	$35	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area..... $160.00 flat rate

****The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.***

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 2 Labor Rates Prevailing Wage					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$65	$78	$120	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$65	$75	$110	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$72	$100	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$69	$90	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$66	$80	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel

There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders

For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Zone 2 Labor Rates Non-Prevailing Wage (MiDEAL Only)					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$40	$47	$60	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$40	$47	$60	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$45	$58	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$45	$58	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$42	$55	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel

There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders

For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Optional Services

Design:

Design charges will only apply when seating is specified and ordered as a part of a Design Project that is assigned to the servicing Dealer - OR - when a Designer's assistance is required in selecting and specifying seating that is not part of a dealer assigned design project/order.

Day-to-day seating quotes where end users provide full specifications of desired products will not include a design charge.

- For Seating only Projects, Design rate is .5% of the total purchase price of new product for Zones 1 & 2
- For Seating as part of a Modular project in which new and existing products are being used, Design will be included in the hourly design quoted for the overall project as defined in Haworth, Inc. MA 220000000043, Schedule B – Pricing.
- For Seating as part of a Modular furniture project which consists of all new product, Seating Design will be charged at a rate of .5% of the total purchase price of new seating product for Zones 1 & 2.

Cleaning:

Cleaning will incur a minimum charge of $90 per request at a single location. Once the $90 minimum is met, additional items will be charged at the Unit price rates listed.

SERVICE ***Prevailing Wage Rates***	**UOM**	**ZONE 1** **PRICE**	**ZONE 2** **PRICE**
Cleaning *Standard*	Min Charge per piece thereafter	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.
Cleaning *Premium Services)*	Min Charge per piece thereafter	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.

		3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.	3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.

Cleaning services required and approved to be completed on Sundays will be charged at a rate of 2 times the standard rate.

Professional Services - Prevailing Wage Rates:

SERVICE *Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.50
Non-Warranty Repair *Standard*	Man Hour	$77.50	$65.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$116.25 Sat $155.00 Sun	$97.50 Sat $130.00 Sun
Electrician *Standard*	Man Hour	$109.00	$120.00
Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$180.00 SAT (TIME AND A HALF) $240.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

SERVICE *Non-Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.00
Non-Warranty Repair *Standard*	Man Hour	$50.00	$50.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$72.00 Sat $96.00 Sun	$72.00 Sat $96.00 Sun
Electrician *Standard*	Man Hour	$109.00	$109.00

Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

***See also Optional Services*

SERVICE *Non-Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Site Visit *Standard*	Man Hour	$45.00	$65.00
Programming *(Standard)*	N/A	Included in Design	Included in Design
Storage The State may determine a need for storage beyond (30) thirty days or agreed upon timeframe. Bidders are to include pricing for this optional program.	Per Sq Ft/Year	$6.00/Sq Ft/Year	$8.00/Sq Ft/Year

Schedule B Glossary of Terms

Drop Ship

- This is Direct Ship from Haworth to a State facility
- The chair(s) will be moved to the end of the trailer by the carrier personnel
- The State is responsible for unloading or making arrangements to have it unloaded and disposing of recycling packaging materials

Inside Delivery

- This is a Direct Ship from Haworth with “Inside Delivery” to a State facility.
- The chair(s) will be removed from the truck by the carrier's driver and placed just inside the loading dock or just inside the front door of the State facility.
- This delivery option does not include delivery to the work area or floor or unpackaging.

Delivery Only

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.

Installation

- Product is first shipped to the servicing Dealership warehouse

- Once on site (the SHIP TO location on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed by the installer for recycling
- The Dealership personnel will provide the user with a general overview of the chair functionality.
- Assembly: As it relates to installation of lounge seating and occasional table products:
    - This is the labor required to build completed units to be place per the installation drawings
    - Items that require assembly include but are not limited to attaching legs, cushions, screens, ganging mechanisms, connecting sections of modular lounge furniture, etc.

Chair Delivery Instruction

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.
- The installer will provide the end-user with a detailed overview of the chair functionality and demonstrate the ergonomic features of the chair within their workstation.

Travel

- This is required when product is being transported from a Dealer facility to a State facility.
- “Travel” is the activity that happens in order for the chairs to be taken to a State facility. This includes loading onto a Dealer truck, transporting to State facility, unloading from Dealer truck.

Design

- Applies when seating is part of a dealer-assigned Design project.
- When a Designer's assistance is required in selecting and specifying seating that is not part of a dealer-assigned design project/order.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **MA240000000497**

CONTRACTOR	
	HAWORTH INC
	One Haworth Center
	Holland MI 49423
	Matt Corl
	616-889-8775
	Matt.Corl@haworth.com
	CV0048869

STATE			
	Program Manager	Curt Myers	DTMB
		517-719-8168	
		myersc@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY			
Ergonomic and General Office Seating - Statewide			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2024	February 28, 2029	2 - 12 Months	February 28, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$15,120,000.00	$0.00	$15,120,000.00

DESCRIPTION

Effective February 6, 2025, the updates in Change Notice 2, Attachment 1, are incorporated.

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

Change Notice 2, Attachment 1
Contract No. 240000000497

The attached **SCHEDULE B – PRICING REVISED** updates and replaces the previous SCHEDULE B – PRICING, which incorporates:

1. The following **NEW ITEMS** are added to the Contract:
    - In "FULL OR PART MESH FULLY ERGONOMIC TASK CHAIRS" **Breck** has been added, Price List (Catalog Date) is February 2024 and Percent (%) Discount off List Price is 55.00%
    - In "ERGONOMIC STOOLS" **Breck** has been added, Price List (Catalog Date) is February 2024 and Percent (%) Discount off List Price is 55.00%
    - In "CONFERENCE / OFFICE ACCESSORIES" **Collaborate** was moved from Haworth Modular Office Furniture Contract 220000000043 to Haworth Seating Contract 240000000497. Price List (Catalog Date) is February 2024 and Percent (%) Discount off List Price is 56.00%

2. The following items have **SPEC NOTES**:
    - In "INSTITUTIONAL PUBLIC / LOBBY CHAIRS" **Cabana** - the embedded power module is no longer available with dual USB-A. Existing part numbers will now be USB A+C. NO CHANGE to price or lead time.
    - In "INSTITUTIONAL PUBLIC / LOBBY CHAIRS" **Riverbend** - the embedded power module is no longer available with dual USB-A. Existing part numbers will now be USB A+C. NO CHANGE to price or lead time.

SCHEDULE B – PRICING (REVISED)

The Contractor must provide a pricing schedule for the proposed Contract Activities using this document. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
    a. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

2. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

3. Haworth February 2023 Seating Price List: February 2023 Seating

4. Haworth February 2024 Seating Price List: February 2024 Seating

5. Haworth February 2024 Health(care) Price List: February 2024 Health(care)

Haworth, Inc. Contract No. 240000000497
Change Notice 2

Schedule B – Pricing - Revised

Seating					
	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
1	HIGHLY ERGONOMIC TASK CHAIRS	Improv H.E.	February 2023	78.75%	78.75%
		Zody LX	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
2	*HIGHLY ERGONOMIC TASK CHAIRS ***MiDEAL ONLY****	Fern	February 2023	58.00%	58.00%
3	EXECUTIVE CHAIRS	Zody LX	February 2023	64.50%	64.50%
		Zody II w/Headrest	February 2023	64.50%	64.50%
4	FULL OR PART MESH FULLY ERGONOMIC TASK CHAIRS	Zody II	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Very Task	February 2023	68.50%	68.50%
		Breck	February 2024	55.00%	55.00%
5	SIDE OR GUEST CHAIRS/TABLES	Improv Side	February 2023	77.52%	77.52%
		Maari	February 2023	58.70%	58.70%
		Very Side	February 2023	68.50%	68.50%

		Poppy Guest	February 2023	60.00%	60.00%
	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
6	***SIDE OR GUEST CHAIRS/TABLES ***MiDEAL ONLY*****	Bowi	February 2024	60.00%	60.00%
7	POLYPREPYLENE BREAKROOM / LUNCHROOM CHAIR	Maari	February 2023	58.70%	58.70%
		Very	February 2023	68.50%	68.50%
8	CONFERENCE ROOM CHAIRS	X99	February 2023	68.25%	68.25%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
		Very Conference	February 2023	68.50%	68.50%
		Very Task	February 2023	68.50%	68.50%
9	ERGONOMIC STOOLS	Soji Stool	February 2023	59.00%	59.00%
		Zody II Stool	February 2023	64.50%	64.50%
		Improv H.E. Stool	February 2023	78.75%	78.75%
		Very Task Stool	February 2023	68.50%	68.50%
		Zody Classic Stool	February 2023	71.35%	71.35%
		Breck Stool	February 2024	55.00%	55.00%
10	XL CHAIRS (formerly Big & Tall)	Improv H.E. XL	February 2023	78.75%	78.75%
		Soji XL	February 2023	69.50%	69.50%

	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
11	INSTITUTIONAL PUBLIC/LOBBY CHAIRS	Hello	February 2023	53.65%	53.65%
		Cabana	February 2023	58.70%	58.70%
		Resonate	February 2023	61.00%	61.00%
		Poppy Lounge	February 2023	60.00%	60.00%
		Riverbend	February 2023	57.00%	57.00%
12	INSTITUTIONAL PUBLIC/LOBBY TABLES	Pip	February 2023	62.00%	62.00%
		Resonate	February 2023	61.00%	61.00%
		Sprig	February 2023	60.00%	60.00%
13	INSTITUTIONAL PUBLIC/LOBBY TABLES ***MiDEAL ONLY***	Openest	February 2023	60.00%	60.00%
		Lyda	February 2023	47.00%	47.00%
		To Do	February 2023	60.00%	60.00%
14	HEALTH(CARE)	Benson	February 2024	51.00%	51.00%
15	HAWORTH PARTNERSHIP PRODUCTS ***MiDEAL ONLY***	Emeco	February 2023	35.00%	35.00%
		Janus et Cie	February 2023	35.00%	35.00%
		Poltrona Frau	February 2023	30.00%	30.00%
16	CONFERENCE / OFFICE ACCESSORIES	Collaborate	February 2024	56.00%	56.00%

**Jive and Planes tables are on the Haworth Modular Office Systems Furniture and Services Statewide Contract, No. 220000000043*

Zone 1 Labor Rates Prevailing Wage					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$23	$40	$64	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$23	$35	$57	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$29	$51	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$26	$45	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$23	$38	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area..... $160.00 flat rate

****The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.***

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 1 Labor Rates Non-Prevailing Wage Rates, MiDEAL Only					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$20	$35	$55	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$20	$30	$50	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$26	$45	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$23	$40	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$23	$35	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area..... $160.00 flat rate

****The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.***

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 2 Labor Rates Prevailing Wage					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$65	$78	$120	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$65	$75	$110	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$72	$100	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$69	$90	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$66	$80	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula ..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula ..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula ..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Zone 2 Labor Rates Non-Prevailing Wage (MiDEAL Only)					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$40	$47	$60	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$40	$47	$60	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$45	$58	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$45	$58	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$42	$55	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel

There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders

For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula ..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula ..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula ..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Optional Services

Design:

Design charges will only apply when seating is specified and ordered as a part of a Design Project that is assigned to the servicing Dealer - OR - when a Designer's assistance is required in selecting and specifying seating that is not part of a dealer assigned design project/order.

Day-to-day seating quotes where end users provide full specifications of desired products will not include a design charge.

- For Seating only Projects, Design rate is .5% of the total purchase price of new product for Zones 1 & 2
- For Seating as part of a Modular project in which new and existing products are being used, Design will be included in the hourly design quoted for the overall project as defined in Haworth, Inc. MA 220000000043, Schedule B – Pricing.
- For Seating as part of a Modular furniture project which consists of all new product, Seating Design will be charged at a rate of .5% of the total purchase price of new seating product for Zones 1 & 2.

Cleaning:

Cleaning will incur a minimum charge of $90 per request at a single location. Once the $90 minimum is met, additional items will be charged at the Unit price rates listed.

SERVICE ***Prevailing Wage Rates***	**UOM**	**ZONE 1** **PRICE**	**ZONE 2** **PRICE**
Cleaning *Standard*	Min Charge per piece thereafter	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.
Cleaning *Premium Services)*	Min Charge per piece thereafter	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.

		3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.	3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.

Cleaning services required and approved to be completed on Sundays will be charged at a rate of 2 times the standard rate.

Professional Services - Prevailing Wage Rates:

SERVICE *Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.50
Non-Warranty Repair *Standard*	Man Hour	$77.50	$65.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$116.25 Sat $155.00 Sun	$97.50 Sat $130.00 Sun
Electrician *Standard*	Man Hour	$109.00	$120.00
Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$180.00 SAT (TIME AND A HALF) $240.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

SERVICE *Non-Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.00
Non-Warranty Repair *Standard*	Man Hour	$50.00	$50.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$72.00 Sat $96.00 Sun	$72.00 Sat $96.00 Sun
Electrician *Standard*	Man Hour	$109.00	$109.00

Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

***See also Optional Services*

SERVICE *Non-Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Site Visit *Standard*	Man Hour	$45.00	$65.00
Programming *(Standard)*	N/A	Included in Design	Included in Design
Storage The State may determine a need for storage beyond (30) thirty days or agreed upon timeframe. Bidders are to include pricing for this optional program.	Per Sq Ft/Year	$6.00/Sq Ft/Year	$8.00/Sq Ft/Year

Schedule B Glossary of Terms

Drop Ship

- This is Direct Ship from Haworth to a State facility
- The chair(s) will be moved to the end of the trailer by the carrier personnel
- The State is responsible for unloading or making arrangements to have it unloaded and disposing of recycling packaging materials

Inside Delivery

- This is a Direct Ship from Haworth with “Inside Delivery” to a State facility.
- The chair(s) will be removed from the truck by the carrier's driver and placed just inside the loading dock or just inside the front door of the State facility.
- This delivery option does not include delivery to the work area or floor or unpackaging.

Delivery Only

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.

Installation

- Product is first shipped to the servicing Dealership warehouse

- Once on site (the SHIP TO location on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed by the installer for recycling
- The Dealership personnel will provide the user with a general overview of the chair functionality.
- Assembly: As it relates to installation of lounge seating and occasional table products:
    - This is the labor required to build completed units to be place per the installation drawings
    - Items that require assembly include but are not limited to attaching legs, cushions, screens, ganging mechanisms, connecting sections of modular lounge furniture, etc.

Chair Delivery Instruction

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.
- The installer will provide the end-user with a detailed overview of the chair functionality and demonstrate the ergonomic features of the chair within their workstation.

Travel

- This is required when product is being transported from a Dealer facility to a State facility.
- “Travel” is the activity that happens in order for the chairs to be taken to a State facility. This includes loading onto a Dealer truck, transporting to State facility, unloading from Dealer truck.

Design

- Applies when seating is part of a dealer-assigned Design project.
- When a Designer's assistance is required in selecting and specifying seating that is not part of a dealer-assigned design project/order.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **MA240000000497**

CONTRACTOR	
	HAWORTH INC
	One Haworth Center
	Holland MI 49423
	Matt Corl
	616-889-8775
	Matt.Corl@Haworth.com
	CV0048869

STATE			
	Program Manager	Curt Myers	DTMB
		517-719-8168	
		myersc@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY			
Ergonomic and General Office Seating - Statewide			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2024	February 28, 2029	2 - 12 Months	February 28, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$15,120,000.00	$0.00	$15,120,000.00		

DESCRIPTION

Effective June 28, 2024, the updates in Change Notice 1, Attachment 1, are incorporated.

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

Change Notice 1, Attachment 1
Contract No. 240000000497

1) **Contractor Contact on Contract Cover Page** is updated to Matt Corl, Matt.Corl@Haworth.com, 616-889-8775.

2) **Schedule A, Statement of Work, Section 1.1.3. Fabric and Trim Color**, the fabric matrix is replaced with the following (*note: the State reserves the right to limit fabric and trim color available for purchase by the State of Michigan*):

Haworth seating models are restricted to fabric patterns that meet applicability standards for tailoring. A dot in the matrix below indicates fabric acceptability on seating series or specific models listed. Fabrics are listed alphabetically by grades.	Series/ Model																		
Grade: Pattern (Surface Code)	Fern	Harbor Work Lounge	Hello	Improv H.E.	Improv Leg-Base/Sled-Base Stool - Upholstered Back	Improv Leg-Base/Sled-Base Stool - Plastic Back	Maari	Openest	Openest Pillows	Pebble	Poppy	Riverbend	Soji	ToDo	Very/Very Task	X99	Zody	Zody II, Zody LX	Wood (Candor)	Wood (All Other Models)
Haworth Fabrics																			
A: Blanket (4H)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
A: Hobson (3J)	●	●	●				●	●	●	●	●	●	●	●	●	●	●		●	●
A: Morse (4J)	●	●	●	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●
A: Novelty (3L)	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●		●	●
A: Pixel (2A)	●	●		●	●	●	●		●		●		●		●	●	●	●		
A: Tellure (3A)	●	●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●
A: Twist (MM)	●		●	●	●	●	●		●				●	●	●	●	●	●	●	●
A: Wellington Faux Leather (XJ)	●	●	●	●	●	●	●	●			●		●	●	●	●	●	●	●	●
B: Diagonale (4N)	●	●	●	●	●	●	●	●	●				●	●	●	●	●	●	●	●
B: Element (4Z)	●	●	●	●				●	●	●	●	●	●	●	●	●	●	●	●	●
B: English Tweed (4E)	●			●	●	●	●		●		●		●		●	●	●	●		
B: Floyd by Kvadrat (S6)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
B: Gauge (1X)	●	●	●	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●
B: Kaleidoscope (S4)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
B: Pemberton (SN)	●			●	●	●	●	●			●		●		●	●	●		●	●
B: Ramie (4V)	●	●	●	●	●	●	●	●	●				●	●	●	●	●	●	●	●
B: Reflect by Kvadrat (S8)	●	●	●	●	●	●	●		●		●		●	●	●	●	●	●	●	●
B: Squares (RA)	●		●	●	●	●	●	●	●		●		●	●	●	●	●		●	●
B: Tech (MV)	●	●	●	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●
C: Dots (6K)	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
C: King II (67)	●	●	●	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●
C: Maya II (68)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
C: Oceanic (4T)	●	●	●	●	●	●	●	●	●	●	●	●	●		●	●	●	●	●	●
C: Scapes (3S)	●	●	●				●	●	●	●	●	●	●	●	●	●		●	●	●
D: Atlas by Kvadrat (LW)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
D: Big Arrow (4D)	●			●	●	●	●	●	●	●	●	●	●		●	●	●	●		
D: Big Diagonale (1K)	●	●		●			●	●	●	●	●	●	●		●	●	●	●		
D: Clara 2 by Kvadrat (NV)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
D: Class II (66)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
D: Cotswold (JB)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
D: Main Line Flax (6M)	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
D: Melange Nap by Kvadrat (S7)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
D: Recheck by Kvadrat (RP)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
D: Tangram (LV)	●		●	●			●		●		●		●	●	●	●	●	●	●	●
E: Brisa Faux Leather (XG)	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●
E: Steelcut Trio by Kvadrat (SY)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
F: Divina Melange 3 by Kvadrat (SV)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
F: Hallingdal 65 by Kvadrat (SZ)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Leathers																				
A: Plains Leather (XP)	●	●	●	●	●	●	●	●			●		●	●	●	●	●		●	●
B: Nature Leather (XE)	●	●	●	●	●	●	●	●					●	●	●	●	●	●	●	●

3) The attached **SCHEDULE B – PRICING REVISED** updates and replaces the previous SCHEDULE B - PRICING, which incorporates:

- **Price Lists**:
  - Haworth February 2023 Seating Price List link has been updated
  - Haworth February 2024 Seating Price List link has been added
  - Haworth February 2024 Health(care) Price List link has been added

- **Seating Type**:
  - Under "HIGHLY ERGONOMIC TASK CHAIRS (MiDEAL ONLY)" add **Fern**, Percent Discount off List Price is 58.00% (Standard Delivery and Rush Ship), Price List is February 2023
  - Under "SIDE OR GUEST CHAIRS/TABLES (MiDEAL ONLY) add:
    - **Bowi**, Percent Discount off List Price is 60.00% (Standard Delivery and Rush Ship), Price List if April 2024
  - Seating Type "BIG & TALL CHAIRS" has been renamed "XL CHAIRS"
  - Under "INSTITUTIONAL PUBLIC/LOBBY TABLES (MiDEAL ONLY)" add:
    - **Openest**, Percent Discount off List Price is 60.00% (Standard Delivery and Rush Ship), Price List is February 2023
    - **Lyda**, Percent Discount off List Price is 47.00% (Standard Delivery and Rush Ship), Price List is February 2023
    - **To Do**, Percent Discount off List Price is 60.00% (Standard Delivery and Rush Ship), Price List is February 2023
  - Under "HEALTH(CARE)" add **Benson**, Percent Discount off List Price is 51.00% (Standard Delivery and Rush Ship), Price List is February 2023
  - Under "HAWORTH PARTNERSHIP PRODUCTS (MiDEAL ONLY) add:
    - **Emeco**, Percent Discount off List Price is 35.00% (Standard Delivery and Rush Ship), Price List is February 2023
    - **Janus et Cie**, Percent Discount off List Price is 35.00% (Standard Delivery and Rush Ship), Price List is February 2023
    - **Poltrona Frau**, Percent Discount off List Price is 30.00% (Standard Delivery and Rush Ship), Price List is February 2023

4) **Zones 1 and 2 Labor Rates**:
   - Add Zone 1 Labor Rates for Non-Prevailing Wage (MiDEAL Only)
   - Add Zone 2 Labor Rates for Non-Prevailing Wage (MiDEAL Only)

5) Professional Services – Non-Prevailing Wage Rates
   - Add Table of Services

SCHEDULE B – PRICING (REVISED)

The Contractor must provide a pricing schedule for the proposed Contract Activities using this document. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
3. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
4. **Haworth February 2023 Seating Price List:** February 2023 Seating
5. **Haworth February 2024 Seating Price List:** February 2024 Seating
6. **Haworth February 2024 Health(care) Price List:** February 2024 Health(care)

Haworth, Inc. Contract No. 240000000497
Change Notice 1

Schedule B – Pricing - Revised

Seating					
	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
1	HIGHLY ERGONOMIC TASK CHAIRS	Improv H.E.	February 2023	78.75%	78.75%
		Zody LX	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
2	*HIGHLY ERGONOMIC TASK CHAIRS ***MiDEAL ONLY****	Fern	February 2023	58.00%	58.00%
3	EXECUTIVE CHAIRS	Zody LX	February 2023	64.50%	64.50%
		Zody II w/Headrest	February 2023	64.50%	64.50%
4	FULL OR PART MESH FULLY ERGONOMIC TASK CHAIRS	Zody II	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Very Task	February 2023	68.50%	68.50%
5	SIDE OR GUEST CHAIRS/TABLES	Improv Side	February 2023	77.52%	77.52%
		Maari	February 2023	58.70%	58.70%
		Very Side	February 2023	68.50%	68.50%
		Poppy Guest	February 2023	60.00%	60.00%

	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
6	***SIDE OR GUEST CHAIRS/TABLES ***MiDEAL ONLY****	Bowi	February 2024	60.00%	60.00%
7	POLYPREPYLENE BREAKROOM / LUNCHROOM CHAIR	Maari	February 2023	58.70%	58.70%
		Very	February 2023	68.50%	68.50%
8	CONFERENCE ROOM CHAIRS	X99	February 2023	68.25%	68.25%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
		Very Conference	February 2023	68.50%	68.50%
		Very Task	February 2023	68.50%	68.50%
9	ERGONOMIC STOOLS	Soji Stool	February 2023	59.00%	59.00%
		Zody II Stool	February 2023	64.50%	64.50%
		Improv H.E. Stool	February 2023	78.75%	78.75%
		Very Task Stool	February 2023	68.50%	68.50%
		Zody Classic Stool	February 2023	71.35%	71.35%
10	XL CHAIRS (formerly Big & Tall)	Improv H.E. XL	February 2023	78.75%	78.75%
		Soji XL	February 2023	69.50%	69.50%
11	INSTITUTIONAL PUBLIC/LOBBY CHAIRS	Hello	February 2023	53.65%	53.65%
		Cabana	February 2023	58.70%	58.70%
		Resonate	February 2023	61.00%	61.00%

		Poppy Lounge	February 2023	60.00%	60.00%
		Riverbend	February 2023	57.00%	57.00%

	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
12	INSTITUTIONAL PUBLIC/LOBBY TABLES	Pip	February 2023	62.00%	62.00%
		Resonate	February 2023	61.00%	61.00%
		Sprig	February 2023	60.00%	60.00%
13	INSTITUTIONAL PUBLIC/LOBBY TABLES ***MiDEAL ONLY***	Openest	February 2023	60.00%	60.00%
		Lyda	February 2023	47.00%	47.00%
		To Do	February 2023	60.00%	60.00%
14	HEALTH(CARE)	Benson	February 2024	51.00%	51.00%
15	HAWORTH PARTNERSHIP PRODUCTS ***MiDEAL ONLY***	Emeco	February 2023	35.00%	35.00%
		Janus et Cie	February 2023	35.00%	35.00%
		Poltrona Frau	February 2023	30.00%	30.00%

**Jive and Planes tables are on the Haworth Modular Office Systems Furniture and Services Statewide Contract, No. 220000000043*

Zone 1 Labor Rates Prevailing Wage					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$23	$40	$64	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$23	$35	$57	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$29	$51	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$26	$45	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$23	$38	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area ..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area ..... $160.00 flat rate

The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 1 Labor Rates Non-Prevailing Wage Rates, MiDEAL Only					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$20	$35	$55	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$20	$30	$50	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$26	$45	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$23	$40	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$20	$23	$35	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area ..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area ..... $160.00 flat rate

The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 2 Labor Rates Prevailing Wage					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$65	$78	$120	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$65	$75	$110	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$72	$100	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$69	$90	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$66	$80	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Zone 2 Labor Rates Non-Prevailing Wage (MiDEAL Only)					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$40	$47	$60	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$40	$47	$60	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$45	$58	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$45	$58	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$40	$42	$55	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel

There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders

For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Optional Services

Design:

Design charges will only apply when seating is specified and ordered as a part of a Design Project that is assigned to the servicing Dealer - OR - when a Designer's assistance is required in selecting and specifying seating that is not part of a dealer assigned design project/order.

Day-to-day seating quotes where end users provide full specifications of desired products will not include a design charge.

- For Seating only Projects, Design rate is .5% of the total purchase price of new product for Zones 1 & 2
- For Seating as part of a Modular project in which new and existing products are being used, Design will be included in the hourly design quoted for the overall project as defined in Haworth, Inc. MA 220000000043, Schedule B – Pricing.
- For Seating as part of a Modular furniture project which consists of all new product, Seating Design will be charged at a rate of .5% of the total purchase price of new seating product for Zones 1 & 2.

Cleaning:

Cleaning will incur a minimum charge of $90 per request at a single location. Once the $90 minimum is met, additional items will be charged at the Unit price rates listed.

SERVICE ***Prevailing Wage Rates***	**UOM**	**ZONE 1** **PRICE**	**ZONE 2** **PRICE**
Cleaning *Standard*	Min Charge per piece thereafter	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.
Cleaning *Premium Services)*	Min Charge per piece thereafter	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.

		3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.	3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.

Cleaning services required and approved to be completed on Sundays will be charged at a rate of 2 times the standard rate.

Professional Services - Prevailing Wage Rates:

SERVICE *Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.50
Non-Warranty Repair *Standard*	Man Hour	$77.50	$65.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$116.25 Sat $155.00 Sun	$97.50 Sat $130.00 Sun
Electrician *Standard*	Man Hour	$109.00	$120.00
Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$180.00 SAT (TIME AND A HALF) $240.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

SERVICE *Non-Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.00
Non-Warranty Repair *Standard*	Man Hour	$50.00	$50.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$72.00 Sat $96.00 Sun	$72.00 Sat $96.00 Sun
Electrician *Standard*	Man Hour	$109.00	$109.00

Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

***See also Optional Services*

SERVICE *Non-Prevailing Wage Rates*	UOM	ZONE 1 PRICE	ZONE 2 PRICE
Site Visit *Standard*	Man Hour	$45.00	$65.00
Programming *(Standard)*	N/A	Included in Design	Included in Design
Storage The State may determine a need for storage beyond (30) thirty days or agreed upon timeframe. Bidders are to include pricing for this optional program.	Per Sq Ft/Year	$6.00/Sq Ft/Year	$8.00/Sq Ft/Year

Schedule B Glossary of Terms

Drop Ship

- This is Direct Ship from Haworth to a State facility
- The chair(s) will be moved to the end of the trailer by the carrier personnel
- The State is responsible for unloading or making arrangements to have it unloaded and disposing of recycling packaging materials

Inside Delivery

- This is a Direct Ship from Haworth with “Inside Delivery” to a State facility.
- The chair(s) will be removed from the truck by the carrier's driver and placed just inside the loading dock or just inside the front door of the State facility.
- This delivery option does not include delivery to the work area or floor or unpackaging.

Delivery Only

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.

Installation

- Product is first shipped to the servicing Dealership warehouse

- Once on site (the SHIP TO location on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed by the installer for recycling
- The Dealership personnel will provide the user with a general overview of the chair functionality.
- Assembly: As it relates to installation of lounge seating and occasional table products:
    - This is the labor required to build completed units to be place per the installation drawings
    - Items that require assembly include but are not limited to attaching legs, cushions, screens, ganging mechanisms, connecting sections of modular lounge furniture, etc.

Chair Delivery Instruction

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.
- The installer will provide the end-user with a detailed overview of the chair functionality and demonstrate the ergonomic features of the chair within their workstation.

Travel

- This is required when product is being transported from a Dealer facility to a State facility.
- “Travel” is the activity that happens in order for the chairs to be taken to a State facility. This includes loading onto a Dealer truck, transporting to State facility, unloading from Dealer truck.

Design

- Applies when seating is part of a dealer-assigned Design project.
- When a Designer's assistance is required in selecting and specifying seating that is not part of a dealer-assigned design project/order.

STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management and Budget
320 S. Walnut St., 2nd Floor North
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **240000000497**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Haworth, Inc.
	One Haworth Center
	Holland, MI 49423
	Chris Bouwman
	616-393-1114
	chris.bouwman@haworth.com
	CV0048869

STATE			
	Program Manager	Curt Myers	DTMB
		517-284-7938	
		myersc@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Ergonomic and General Office Seating - Statewide			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
3/1/24	2/28/29	2, 1 year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		45 business days	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 230000003158. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$15,120,000.00**

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Haworth, Inc. ("**Contractor**"), a Michigan Corporation. This Contract is effective on March 1, 2024 ("**Effective Date**"), and unless terminated, will expire on February 28, 2029 (the "**Term**").

This Contract may be renewed for up to 2 additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.]

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables (the "**Contract Activities**") described in a Statement of Work; the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

If to State:	If to Contractor:
See Contract Administrator information shown below.	**See Contract Administrator Information shown below.**

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

State:	Contractor:
Susan Watt-Smith 320 S. Walnut St., 2nd Floor North Lansing, MI 48933 WattSmithS@michigan.gov 517-230-0535	Matthew Corl One Haworth Center Holland, MI 49423 Matt.corl@haworth.com ContractsPricing@haworth.com 616-393-3000

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

State:	Contractor:
Curt Myers 3111 West St. Joseph St. Lansing, MI 48917 MyersC@michigan.gov 517-719-8168	Becky Przedwojewski One Haworth Center Holland, MI 49423 Becky.przedwojewski@haworth.com 517-281-5826

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements. See Schedule C**

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: https://www.thepayplace.com/mi/dtmb/adminfee

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

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

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

   Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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

9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property related to new and novel products, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related

intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

11. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

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

13. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

14. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

15. **Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

17. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

plus an additional 10% administrative fee.

18. **Delivery** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.

19. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

20. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

21. **Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

22. **Reserved.**

23. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

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

    (b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance

immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contactor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

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

25. **Termination for Convenience**. The State may, with thirty (30) days' advance written notice, terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

26. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **180** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State

or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

27. **Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.

28. **Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all third party actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) and only to the extent not caused by the action or inaction of the State or other third party from whom Contractor is not liable; and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

30. **Limitation of Liability and Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE GREATER OF $7 MILLION OR THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.**

    a. **Exceptions.** Limitation of Liability and Disclaimer of Damages, above, shall not apply to Contractor's obligation to indemnify the State as provided in Section 28 General Indemnification.

31. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect

Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

32. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

33. **Reserved.**

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

    a. **Meaning of Confidential Information**. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

    b. **Obligation of Confidentiality**. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third

parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. **Cooperation to Prevent Disclosure of Confidential Information**. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. **Remedies for Breach of Obligation of Confidentiality**. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. **Surrender of Confidential Information upon Termination**. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the

other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. **Reserved.**

36. **Reserved.**

37. **Reserved.**

38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

39. **Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any

material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

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

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

42. **Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.

43. **Reserved.**

44. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

45. **Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

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

47. **Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

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

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

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

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

51. **Schedules**. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Contract Terms	Provides legal terms for a contract
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	Reserved
Schedule E	Reserved
Schedule F	Zone Map
Schedule G	Warranty Information
Schedule H	Reserved
Schedule I	Reserved
Schedule J	Reserved
Schedule K	Reserved
Schedule L	Reserved
Schedule M	Organizational Chart
Exhibit 1A	Schedule A– PREA Standards
Exhibit 1B	Schedule A– Program A CFA August 2014
Exhibit 2	Schedule A – Vendor Rules and Regulations (PROGRAM A, Correctional Facilities Administration (CFA) Security Regulations)
Exhibit 3	Reserved

Exhibit 4	Reserved
Exhibit 5A	Reserved
Exhibit 5B	Reserved

52. **Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

53. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

54. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

55. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

56. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed

after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

SCOPE

This contract is for a wide range and variety of seating products to include, but not be limited to: Highly Ergonomic Chairs, Full or Part Mesh Ergonomic Task Chairs, Upholstered Side/Guest Chairs, Stackable Polypropylene Chairs, XL Chairs, Conference Room Chairs, Executive Chairs, Stools and/or Fully Upholstered Lounge Seating and Occasional Tables. Additionally, services, including but not limited to all warranty service, customer services, installation services, and sales services, are also included in this contract.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

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

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

- ANSI/BIFMA X5.1-2017(R2022) General Purpose Office Seating
- ANSI/BIFMA X5.11-2015 (R2020) General-Purpose Large-Occupant Office Chairs
- ANSI/BIFMA X5.41-2021 Large Occupant Public and Lounge Seating
- ANSI/BIFMA X5.4-2020 Public and Lounge Seating
- ANSI/BIFMA X6.4-2021 Occasional-Use Seating
- ANSI/BIFMA X7.1-2011 (R2021) Standard for Formaldehyde & TVOC Emissions of Low-emitting Office Furniture and Seating
- ANSI/BIFMA M7.1-2011 (R2021) Standard Test Method for Determining VOC Emissions from Seating
- CALIFORNIA TB 117 – Flame Retardance of Resilient Filling Materials

1.1.1. Range of Product Offering

The State reserves the right to add or subtract products from the contract throughout the term of the contract.

1.1.1.1. The State requests that contractors provide a “primary” chair within a product line. Contractors may elect to propose multiple product lines or families of seating solutions that they feel will best meet the needs and applications of

the State. The State prefers that Contractors offer an entire family or product line of proposed seating options as opposed to only a single chair solution.

1.1.1.2. The Contractors seating lines proposed to the State must meet the latest BIFMA G1 Ergonomic standards so that 1 chair can accommodate over 90% of the population without the need for multiple chairs. **1.1.1.3.** The State reserves the right to limit the offerings within a product line available for purchase.

1.1.1.4. Other types of seating applications, in addition to the mandatory highly ergonomic chair that should be represented in the Contractors proposal, are as follows:

1. Upholstered side or guest chairs that are compatible in style and, trim finishes
2. Executive and Task chairs with multiple armrest options, i.e., no arms, fixed arms, height adjustable arms or multi-functional arms
3. Stackable polypropylene multipurpose chairs, with optional ganging and multiple arm options: tablet arm, book rack, stackable with cart
4. Ergonomic task stools available in fabric and vinyl
5. XL chair (formerly known as Big and Tall chair) with a maximum weight requirement of 500 pounds
6. Conference room chairs
7. Fully upholstered Lounge seating and occasional tables

1.1.1.5. Contractor must be able to offer a product line to the Michigan Department of Corrections (MDOC) that conforms to the guidelines given by the Correctional Facility Administration (see also Exhibit 2 – MDOC Vendor Rules & Regulations (PROGRAM A, Correctional Facilities Administration (CFA) Security Regulations). Requirements include flame retardant furnishings and welded, concealed or limited chair controls.

1.1.1.6. Contractor must provide information on their Healthcare line if applicable for potential use for Michigan Department of Health and Human Services (MDHHS), Michigan Department of Corrections (MDOC), Department of Military and Veterans Affairs (DMVA).

1.1.2. Ergonomic Requirements

At least one of the seating product lines proposed by the Contractor must reflect a highly ergonomic chair(s) to include the following ergonomic adjustment features as

described in “Schedule B Pricing, Ergonomic Guidelines” as the State of Michigan Ergonomic Guidelines.

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

1.1.3. Fabric and Trim Color

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

Haworth seating models are restricted to fabric patterns that meet applicability standards for tailoring. A dot in the matrix below indicates fabric acceptability on seating series or specific models listed. Fabrics are listed alphabetically by grades.	Series/ Model																		
Grade: Pattern (Surface Code)	Fern	Harbor Work Lounge	Hello	Improv H.E.	Improv Leg-Base/Sled-Base Stool - Upholstered Back	Improv Leg-Base/Sled-Base Stool - Plastic Back	Maari	Openest	Openest Pillows	Pebble	Poppy	Riverbend	Soji	ToDo	Very/Very Task	X99	Zody	Zody II, Zody LX	Wood (Candor)	Wood (All Other Models)
Haworth Fabrics																				
A: Blanket (4H)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
A: Hobson (3J)	●	●	●				●	●	●	●	●	●	●	●	●	●	●		●	●
A: Morse (4J)	●	●	●	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●
A: Novelty (3L)	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●		●	●
A: Pixel (2A)	●	●		●	●	●	●		●		●		●		●	●	●	●		
A: Tellure (3A)	●	●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●
A: Twist (MM)	●		●	●	●	●	●		●				●	●	●	●	●	●	●	●
A: Wellington Faux Leather (XJ)	●	●	●	●	●	●	●	●			●		●	●	●	●	●	●	●	●

The Contractor may be required to provide to the Program Manager, at no additional cost to the State, additional fabric and trim color binders for mailing and distribution to the State agencies. The State may need up to 25 sets of these binders throughout the term of the Contract.

The Contractor's fabric samples must include all pertinent fabric manufacturer information that shows the material used and the double rubs for ALL Grade A / Grade 1 fabrics offered.

1.1.4. Seating Product Catalogs

Seating Pricing is located in the Haworth North American Price List - February 2023

https://stateofmichigan.sharepoint.com/:b:/r/sites/SOM-SPC-Procurement/Shared%20Documents/Contract%20Categories/CATALOG_240000000497%20-%20Haworth%20Seating.pdf

1.2.1. Obsolescence Policy

The State prefers that chair parts be available for a minimum of five (5) years after the specified warranty period has expired on the chairs proposed.

If the seating product line is still a current/ available product at the end of the warranty period, parts will be available for purchase without question. If the seating product line has been discontinued at any point before or after the warranty expiration, the Contractor will take reasonable steps to keep parts available for a determined length of time depending on supplier availability and other relevant circumstances.

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

1.2.2. Warranty

All of the Contractor's manufactured seating products are warranted to be free of any defect in design or workmanship for twelve (12) years for 24/7 multiple-shift use by persons up to 325 pounds (400 pounds for Zody II and LX models, 500 pounds for Soji XL and Improv HE XL) and includes the framework, mechanisms, seating foam, seat & back mesh and seating glides & casters.

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

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

The State reserves the right to require additional warranties other than those identified by the Contractor.

1.2.3. Reporting Warranty Issues

Warranty Service may be requested by emailing or calling your dedicated Customer Service Representative, or through the State of Michigan Contracts Ceros Experience Webpage. Include photos and chair labels with your submission.

DBI Dedicated State of Michigan Customer Service Representative (CSR)
Tracy Wahtola
Direct phone: 517-267-8052
Tracy.Wahtola@dbiyes.com

State of Michigan Contracts Ceros Experience Webpage:
http://view.ceros.com/dbi/som

Warranty parts and labor will be provided at no charge to the State. All warranty work will be performed by a manufacturer-certified service technician(s).

DBI-Service Technician
Joe Przedwojewski
517-485-3200
Joe.Przedwojewski@dbiyes.com

Haworth-Field Technical Representative
Lester Sewell
616-393-1394
Lester.Sewell@haworth.com

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

1.2.4. Service Notification Replacement Process

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

When warranty needs arise DBI's Customer Service Representative will reach out to the State's onsite contact within 48 hours. DBI's Service Technician will be scheduled to come to the site on a date and time that is agreeable to the State's

onsite contact and will cause the least amount of disruption within the space. The Contractor's dealers' typical on site response time is approximately three to five business days from the date of notification unless requested otherwise by the customer.

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

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

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

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

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

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

1.2.5. Warranty Work

The Contractor must be certified to make repairs for all warranty work required. Upon request of State, Contractor must provide documentation of Certification.

1.2.6. Installation by State

All warranties must apply if product is installed by State employees that are trained in the manufacturer's recommended installation methods. Regardless of the installer utilized, the Contractor will honor our warranty with regard to defective product. The warranty does not apply if the issue is determined to be a result of improper installation by a State employee.

1.2.7. Damaged or Defective Replacement Process

The State requires Contractor to handle any repairs that need to be made during installation due to damaged or defective product and rectify problems that arise because of this during installation at no cost to the State. The Contractor will correct any product and/or installation defects appearing within the warranty period, in a manner acceptable to the State's Project Manager, at no charge to the State.

1.2.8. Product Line Requirements

Contractor must have the ability to make the product line and the colors in each product line that the State selects available and/or compatible for minimum of 1 (one) year after expiration of the Contract, subject to. vendor base viability or material availability. The Contractor will provide adequate notice of vendor issues and material availability through the normal course of business.

1.3. Recall Requirements and Procedures

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

1.4. Quality Assurance Program

All products or materials installed under this contract are subject to the approval of the purchasing entity. Any rejected items, goods, materials or installation resulting from noncompliance, defect or performance failure for any reason whether held or returned, must be at the Contractor's expense.

1.5. Incentives

The State reserves the right to negotiate a mutually agreeable modification for return policies, trade-in programs, quantity and/or tiered discounts, and any other programs it deems beneficial to the State.

1.6. Transition

Refer to Standard Contract Terms and Conditions, Section 26. Transition Responsibilities.

2. Service Requirements

2.1. Delivery

2.1.1. Delivery Program

The Contractor must have an established Delivery Program to service locations throughout the State of Michigan.

2.1.2. Standard Delivery Program

The Contractor must provide a Standard Delivery Program. Delivery location may be requested to any State facility within Michigan. Delivery location must be specified on the delivery order release. Standard delivery programs must include a description addressing delivery of product to installer locations, State owned warehouses, and/or directly to jobsite on a just in time basis.

2.1.2.1. Transportation Methods

1. **Inside Delivery**
    a) When "Inside Delivery" is specified and Inside Delivery charges are included on the Delivery Order, upon delivery, the chair(s) will be removed from the truck by the carrier's driver and placed just inside the loading dock or just inside the front door of the building.
    b) This delivery option does not include delivery to the work area or floor or unpackaging. Upon acceptance and signing the appropriate delivery forms, the Contractor is not responsible for any further services pertaining to delivery.
    c) Incorrect product, visible or concealed damage and shortages must be recorded and reported to the servicing Dealer in accordance with *Schedule A – Statement of Work, Section 2.1.2.2. Receiving Standards*.
    d) Freight claim shall be handled in accordance with *Schedule A – Statement of Work, Section 2.1.2.2. Receiving Standards*.
    e) Delivery Order must include the on-site receiving contact name and phone number to be processed.
2. **Drop Ship**
    a) When no chargeable delivery services are included on the Delivery Order, the servicing Dealer will assume the chairs are to be drop shipped to the address listed as the "Ship To" on the Delivery Order.
    b) Upon delivery, the chair(s) shall be moved to the end of the trailer by the carrier personnel.
    c) The State is responsible for unloading or making arrangements to have it unloaded.
    d) Upon acceptance and signing the appropriate delivery forms, the

Contractor is not responsible for any further services pertaining to delivery.

e) Incorrect product, visible or concealed damage and shortages must be recorded and reported to the servicing Dealer in accordance with *Schedule A – Statement of Work, Section 2.1.2.2. Receiving Standards*.

f) Freight claim shall be handled in accordance with *Schedule A – Statement of Work, Section 2.1.2.2. Receiving Standards*. Note: There are no freight charges for Drop Ship delivery since this contract specifies F.O.B. Delivered.

3. Inside Delivery (Delivery Only)

a) All chair orders designated and appropriately funded on the Delivery Order for the “Delivery Only” service level will be delivered by uniformed Dealer personnel.

b) Chairs will be received at the dealership warehouse location, transported to the SHIP TO location indicated on the State Delivery Order, unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling.

c) Pricing does not include round trip travel to SHIP TO location *(see Schedule B – Pricing, Travel)*.

d) *Note: "Delivery Only" does not include a brief overview of the chair operations.

e) *Note: Delivery Order must include the on-site receiving contact name, phone number and email address to be processed. This assists in Dealer Schedulers delivering chairs when the on-site contact is in the office to receive delivery.

4. Installation (Delivery & Set-Up)

a) All chair orders designated and appropriately funded on the Delivery Order for the “Installation - Delivery and Set-Up” service level will be delivered by the servicing Dealer.

b) Chairs will be received at the dealership warehouse location, transported to the SHIP TO location indicated on the State Delivery Order, unboxed, placed in the individual station, and all packaging will be removed for recycling.

c) The installer will provide the user with a general overview of the chair operations.

d) *Note: Delivery Order must include the name, phone number and email address as well as a name, phone number and email address for each end user requiring chair instruction to be processed. This assists in Dealer Schedulers scheduling delivery of chairs when the end users are in the office and available for this instruction.

e) This unit rate is also used to price the delivery and set up of the following lounge seating products that require assembly as a part of installation: *(Proposed lines include Cabana, Resonate, and Riverbend).* For a definition of "Assembly" see *Schedule B – Pricing, Glossary of Terms*.

5. Chair Delivery Instruction (Delivery, Set-Up, and Fitting)

a) All chair orders designated and appropriately funded on the Delivery Order for the "Instruction - Fitting" service level will be delivered by the servicing Dealer.

b) Chairs will be received at the dealership warehouse location, transported to the SHIP TO location indicated on the State Delivery Order, unboxed, placed in the individual station of the individual needing chair instruction/fitting, and all packaging will be removed for recycling.

c) The installer will provide the end-user with a detailed overview of the chair operations and demonstrate the ergonomic features of the chair within their workstation.

d) *Note: Delivery Order must include the name, phone number and email address as well as a name, phone number and email address for each end user requiring Fitting Services to be processed. This assists in Dealer Schedulers scheduling delivery of chairs when the end users are in the office and available for this instruction.

e) Please note: *The service rates listed on Schedule B - Pricing Services do not include round trip travel.*

2.1.2.2. Receiving Standards: Damaged, Missing and Incorrect product issues may be forwarded to any of the DBI Customer Service/Project Coordination team members:

a) Marie Shaw
Contract Administrator
Marie.Shaw@dbiyes.com
517-267-8081

b) **Tracy Wahtola**
State of MI Customer Service Representative
Tracy.Wahtola@dbiyes.com
517-267-8052

c) **Trisha Russell**
Senior Project Coordinator
Trisha.Russell@dbiyes.com
517-267-2014

1. **Missing Carton, Missing Within Carton or Incorrect Products -** Receiving Party Responsibilities:

   d) Missing Cartons –Receiving party must include signed short BOL and circle sheet indicating the missing carton(s) to Dealer. Provided documentation must include missing carton number, signature of driver, and date. Receiving party must communicate shortage to Dealer within 10 business days of delivery date on original order.

   e) Missing Within Carton- Receiving party must communicate shortage to Dealer within 20 business days of delivery date on original order and provide a photo of the carton label.

   f) For Incorrect product within cartons – Receiving party must include pictures of incorrect product and carton labels.

   g) If incorrect cartons should have delivered to another entity, further information and coordination may be required by the Dealer.

2. **Bulk-loaded (Uncartoned/Skidded and Shrink Wrapped) product damage–** Receiving Party Responsibilities:

   a) Inspect product and report damages (visible and concealed) immediately upon receipt.

   b) Delivery must be accepted and all copies of BOL (dealer and carrier copy) must be signed by driver as “damaged at receipt”.

   c) Claims not supported with BOL with damage noted will not be accepted.

   d) Damaged product must be communicated by the Receiving party to Dealer within 10 business days of delivery date on original order.

   e) Pictures of damaged product prior to installation and BOL with damage noted must be included. Pictures of damaged packaging prior to unwrapping should also be included for visible damage.

3. **Visible Carton Damage Product –** Receiving Party Responsibilities:
    a) Delivery must be accepted and all copies of BOL (dealer and carrier copy) must be signed by driver as “damaged at receipt”.
    b) Product with carton damage must be opened and inspected while driver is on site. If product within damaged carton is also damaged, the BOL must be noted as “damaged at receipt” and a signature from the driver must be obtained.
    c) Damaged product must be communicated by the Receiving party to Dealer within 10 business days of delivery date on original order.
    d) Pictures of damaged product and BOL with damage noted must be included. Pictures of damaged packaging should also be included. Pictures of damaged products should be taken as soon as the damage is noted. Claims supported by pictures taken after the products have been installed will not be accepted.
4. **Concealed Damage Product –** Receiving Party Responsibilities:
    a) Damaged product must be communicated by the Receiving party to Dealer within 20 business days of delivery date on original order.
    b) Pictures of damaged product and product labels prior to installation are required to process. Pictures of damaged packaging must also be included.
    c) Pictures of damaged products must be taken as soon as the damage is noted prior to installation. Claims supported by pictures taken after the products have been installed will not be accepted.

2.1.3. Quick Ship Delivery Program

The Contractor must provide a Quick Ship Delivery Program. The Contractor must include the allowable quantity under the quick ship delivery program. Contractor must also include the selection of standard products available under the quick ship delivery program. Contractor must also be willing to modify their quick ship delivery program throughout the Contract period in order to accommodate State of Michigan standard product and color requirements.

The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

a) Proper communication and coordination between the Contractor and the State will be necessary to ensure ordered products are scheduled for installation schedule in a “Quick Ship” timeframe.

b) The Contractor's Haworth NOW is a stock program that includes a wide breadth of products. Task and Lounge seating are included as well as occasional and ancillary products. There is a MAXIMUM order of 24 pieces. Most products ship between 3-10 business days.

2.1.4. Delivery/Storage

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 product 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 storage up to a maximum of thirty (30) calendar days or agreed upon timeframe at no cost to the State, when a building for a certain project is not ready for product to be received. The timeframe must begin from the date the product is scheduled to be received at the specified location. The goal for this Contract is to provide for a JUST IN TIME (JIT) delivery process, as deemed possible.

The State may determine a need for storage beyond (30) thirty days or agreed upon timeframe. Contractors are to include pricing for this optional program in **Schedule B - Pricing, Tab 7 Services, Storage**. The State reserves the right to include these programs in any Contract awarded to a Contractor; however, the State is not obligated to use these programs.

2.1.4.1. The managing dealer will participate in State construction meetings as needed to ensure that the required product delivery schedule is in line with the anticipated project timeline without the need for extended storage time. If the project schedule is delayed after the product had been ordered and delivery dates can't be pushed out according to Haworth's change policies *(refer to Schedule A – Statement of Work, Section 2.1.6. Cancellations/Returns below)***,** the managing dealer will hold product at their warehouse for 30 days after receipt at no charge to the State. If the project is delayed beyond 30 days, storage charges may be assessed.

2.1.5. Delays and/or Late Shipment/Deliveries

2.1.5.1. Contractor must provide written notice to applicable State Project Manager, and Agency Point of Contact listed on the purchase order within 48 hours of known delay, if the situation delays or threatens to delay the timely performance of any order. The notification must 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 must 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).

2.1.5.2. If unapproved late deliveries are made, the state may cancel the order (s) in whole or in part, may refuse shipment, purchase the goods elsewhere, and/or hold the Contractor accountable for all damages and direct costs resulting from the Contractor's failure to deliver on schedule. Acceptance of a late delivery by the State must not constitute a waiver of the State's claim for any damage that the late delivery may have caused.

2.1.6. Cancellations/Returns

The State may cancel and/or change an order per the Contractor's procedure outlined below. *****Note: the dealer must have the information entered into Haworth's system by the time frames noted***.

HAWORTH

Order Change Policy

Updated: 09/15/2023

✓ 48 Hours BEFORE Ship

✗ Not Applicable

Change Type 1: Not available for RUSH, Completion, Correction, or Haworth NOW orders.

*No changes allowed for Hush, Ergotron, Buzzi or JANUS et Cie

** All charges including restocking and operational fees will be assessed at the time of request. Additional fees will apply for non-refundable materials like (COMs) that have already been purchased. These changes will not be allowed inside of stated timeframes.

Time is in BUSINESS DAYS

		Standard Office	Task Seating	HC & Exceptions (Click for full list)	Architectural Interiors	Additional Considerations
Change Type 1	Order Cancellation**	20 Days Before Ship	12 Days Before Ship	48 Hours After Ack*	See Walls Guide	✗
	Line-Item Deletion**	20 Days Before Ship	12 Days Before Ship	48 Hours After Ack*	See Walls Guide	Less than 10% of lines on order
	Line-Item Add	✓	✓	✓	✓	✗
	Characteristic Change	20 Days Before Ship	12 Days Before Ship	48 Hours After Ack*	✗	Less than 10% of lines on order
	Tagging Change	20 Days Before Ship	12 Days Before Ship	48 Hours After Ack	See Walls Guide	Less than 10% of lines on order
	Date Move-out	20 Days Before Ship	48 Hours After Ack	48 Hours After Ack	See Walls Guide	If denied, see detention
	Date Move-in**	20 Days Before Ship	12 Days Before Ship	48 Hours After Ack	See Walls Guide	Based on capacity
Change Type 2	Packaging Change (boxed/blanket wrapped)	✗	12 Days Before Ship	✗	✗	✗
	PO Number Change	✓	✓	✓	✓	✗
	Price Agreement Change	✓	✓	✓	✓	✗
	Marketing Program Change	✓	✓	✓	✓	✗
	Delivery Time Change	✓	✓	✓	✓	✗
	Delivery Contact Change	✓	✓	✓	✓	✗
	Partner Change (Sold-to or Ship-To)	10 Days Before Ship	10 Days Before Ship	10 Days Before Ship	10 Days Before Ship	$150 fee applies to ship-to changes made less than 10 days before ship

2.1.7. Incorrect Shipment and Procedures

If an incorrect shipment is made, State must notify the Contractor in writing. The Contractor must remove the incorrect product from State's facility, at no charge to State within 14 business days from the date of notice. If the product is not removed, the State will dispose of the product and will not be liable for any cost.

2.2. Programming and Design Services

A. The Contractor must use AutoCAD and a Specification Software that aligns with the State's systems (the State currently uses ProjectSpec and Canvas), and at no charge to the State for the software, licenses, and any maintenance of software and licenses. Upon State request, the Contractor must be able to create 3 dimensional drawings using Building Information Modeling (BIM) software. 3 dimensional drawings should illustrate product placement and building interface for client and user review during design phase. Designs are to conform to state standards.

B. Programming and Design services will be defined as needed throughout the duration of the contract and Contractor must respond with a detailed pricing estimate for services.

C. State space planning and facilities strategy must be incorporated into all programming and design services and drawings. State approved standards for fabric and finishes will be available electronically.

D. The State Project Manager or designee, or the assigned State Agency Point of Contact, must approve the final plan, specifications, and parts prior to ordering. The State requires that the final plan/design, including the specifications, must be approved prior to order placement.

F. Final proposed drawings in AutoCAD must be available at project close-out.

G. The Contractor must produce field verifications of all spaces to be furnished, using architectural plans as the basis for product layouts. (Note: if construction has not been completed prior to specification development, rooms must be verified by Contractor for fit and quantities). ***The Contractor remains responsible for verifying room dimensions, electrical and data availability and connections, fire systems, thermostats, windows, windowsills, and any other characteristics that would need to be considered in the furniture layout, to ensure fit and quantities of product being ordered. If the State allows, photos will also be taken to document existing conditions of the space. After this verification is complete, the designer will update or create an AutoCAD drawing of the space(s). If construction has not been completed prior to specification development due to a delay in construction or a condensed build schedule, the Contractor may request adherence to critical dimensions during construction with a Hold To Document. To be valid the Hold To Document must be submitted in written and graphic format and be approved by the State Program Manager or designee.*** All revisions are to be made prior to production and be documented to the State in both written and graphic format using AutoCAD.

Only in the case a Dealer designer is used and the design and specification of a new installation does not fit properly due to inaccurate floor plans, dimensions, attributes identified by the Contractor, it is the responsibility of the Contractor to resolve to the satisfaction of the State. No payment for services will be made until the issue is fully resolved and approved by the State Project Manager or designee.

H. For projects that require DTMB oversight and approval for connectivity to a building, the Contractor must agree to use DTMB approved project plans for development of specifications, track changes to those plans, and revise connections and specifications if required to obtain DTMB approval for the State.

I. Only in the case a Dealer designer is used, the Contractor is responsible for specifying all necessary products including parts, components, connectors, brackets, trim pieces, etc. to build the approved design to the manufacturer's structural guidelines as well as the State's design and aesthetic standards.

J. Only in the case a Dealer designer is used, the Contractor must accept responsibility of specifications and accuracy of quotations provided to the State for purchase. The Contractor is responsible for overages, shortages, or ordering errors resulting from orders based on the provided design services. Approval of design work and estimates by the State does not constitute responsibility for the design or ordering process.
When shortages are due to an incorrect specification by a dealer designer, orders are entered into Haworth's Lynx ordering system as "Completion Orders." Completion Orders are defined as orders for product that is required to complete an installation that has already started, and they are given priority manufacturing timelines. As a rule of thumb, the lead time for Completion Orders is approximately half of the standard lead time for the product. For example, if the lead time for a standard order is four weeks, a Completion Order for that same product would ship in approximately two weeks.

2.3. Installation

Installation is expected to begin upon delivery of the product to the agreed upon job site and should be completed within two weeks unless other arrangements have been made with the State Program and/or Project Manager. Installation will be considered complete when all seating parts have been installed, e.g., casters, legs, tablets, headrests, etc.; items are placed as indicated on furniture plan; packaging is removed from all seating and disposed of; and the work area is clean, with all refuse and debris removed to the designated trash area.

2.3.1. Installation Process

A. **Delivery to Site** *(Also see Section 2.1.2.1. Transportation Methods, 4. Installation (Delivery & Set-Up).*
- Contractor responsible for receiving product and delivering to site
- Contractor must be on-site to receive product, **or** must receive product at their warehouse and deliver to the site

- Contractor must report any freight damage, shortages, etc. within 48 hours of receipt of product to the manufacturer and start the resolution process.
- Contractor is responsible for unloading, unpacking, disposal of packing materials.
- Provide general overview of chair functionality. See "installation" in Schedule B – Pricing Glossary of Terms.

B. **Fitting (installation process, A&B refer to delivery)** (*Also see Section 2.1.2.1. Transportation Methods, 5. Chair Delivery Instruction (Delivery, Set-Up, and Fitting).*
   - Contractor responsible for receiving product and delivering to site
   - Contractor must be on-site to receive product, or must receive product at their warehouse and deliver to the site
   - Contractor must handle any freight damage, shortages, etc.
   - Contractor is responsible for unloading, unpacking, disposal of packing materials
   - Contractor must provide user instructions, explanation of chair adjustments, and final fitting of chair to the end user.

2.3.2. Manufacturer's Installation Guidelines

The Contractor's standard installation process at a minimum must adhere to the manufacturer's installation guidelines. The dealer designers and installers are trained with Haworth Best Practices in mind. Therefore, product application and installation processes must adhere to Haworth's guidelines. Haworth has installation instructions for every product line readily available for installers to reference.

2.3.2.1. The Contractor must provide installation training, equivalent to that of Haworth Dealer installers, to State of Michigan employees at no charge to the State.

2.3.3. Disposal of Old Seating:

Upon request from the State, the Contractor must properly dispose of old seating as instructed by the State Program Manager and/or State Project Manager. If the old chairs are not being reused or warehoused, the Contractor will disassemble and recycle all parts that can be recycled per the process agreed upon by the State Program Manager and/or State Project Manager. *Please see Schedule B – Pricing, Prevailing Wage Rates.*

2.3.4. Cleaning

The Contractor's standard cleaning process at a minimum must adhere to the manufacturer's cleaning guidelines. This is an optional service that the State may invoke at a future date as desired. *Please see Schedule B – Pricing, Cleaning.*

2.4. Technical Support and Repairs

The Contractor must provide contact information to the State for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8:30 am to 5:00 pm EST. Please refer to **Section 3.7 Customer Service** for contact information.

When providing technical support, the Call Center must address the caller's issue within 24 hours. If the caller's issue cannot be resolved within 24 hours, on-site service must be scheduled within a mutually agreed upon time. The on-site service must be performed within 24 hours of the time the issue was scheduled for service.

3. Staffing

A. The Contractor must provide the State Program Manager or designee with contact information for all Contractor support members (Key and Non-Key Personnel), including cell phone and email address prior to Contract Effective Date.

i. If staff changes are made in any area directly affecting this contract with either Haworth or the managing dealer, Haworth will notify the Contract Administrator of the effective date of the change and provide the new contact information for that support member role. The Contract Administrator may choose to create a Contract Change Notice to include the new contact information in the contract, which is made public through the State's SIGMA system.

ii. Additionally, DBI and/or Haworth will announce any contract support member contact changes in the quarterly meetings that are held between Haworth, DBI and the State Agency Representatives.

iii. If the State would like Haworth to notify specific Agency Contacts of staff changes, the State may provide a list of those individuals and their email addresses and Haworth would be happy to send the communication to them.

B. Contractor's Key and Non-Key Personnel must be on-site as needed or requested by the State Project Manager or designee for various Contract related activities. Key Personnel who are NOT located in Michigan must be made available to the State at various Michigan offices on a reasonably frequent basis as determined or scheduled by the State Project Manager or

designee for various meetings, site visits or walk-throughs as described throughout this Contract.

3.1. Contract Administrator

The Contract Administrator for each party is the only person authorized to modify any terms of this Contract and approve and execute any change under this Contract (each a "**Contract Administrator**"). The Contractor must provide 10 days advance notice of a change to their Contract Administrator.

State:	Contractor:
Susan Watt-Smith 302 S. Walnut St., 2nd Floor North Lansing MI 48933 WattSmithS@michigan.gov 517-230-0535	Matt Corl One Haworth Center Holland, MI 49423 Matt.corl@haworth.com (616) 889-8775

3.2. Program Manager

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

State:	Contractor:
Curt Myers 3111 West St. Joseph Street Lansing, MI 48917 myersc@michigan.gov 517-719-8168	Becky Przedwojewski One Haworth Center Holland, MI 49423 Becky.przedwojewski@haworth.com (517) 281-5826

3.3. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

3.4. Key Personnel

The Contractor must appoint key individuals, specifically assigned to State of Michigan accounts. These individuals must:

- Respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, be knowledgeable on the contract requirements, etc.
- Be directly responsible for the day-to-day operations of the Contract "Key Personnel."

- Respond to State inquiries within 48 hours.

Key Personnel assigned to this contract are in the table below:

Position	Name	Phone Number	Email	Years of Experience in Related Role	Role(s) / Responsibilities	Direct Employee/ Subcontractor Employee	Physical Location (City and State)
Program Manager (See also Section 3.2)	Becky Przedwojewski (Haworth)	(517) 281-5826	becky.przedwojewski@haworth.com	25	Single point of contact and liaison between the State, DBI and Haworth	Direct Employee	Holland, MI
Program Manager (See also Section 3.2)	Marie Shaw (DBI)	(517) 267-8081	marie.shaw@dbiyes.com	24	Single point of contact and liaison between the State, DBI and Haworth; Supervises Project Coordinators and Customer Service	Subcontract (DBI)	Lansing, MI
Customer Service Representative	Sydney Huss	(616) 393-1247	Sydney.huss@haworth.com	4	Field day-to-day customer issues, questions and concerns	Direct Employee	Holland, MI
Customer Service Representative	Tracy Wahtola (DBI)	(517) 267-8052	tracy.wahtola@dbiyes.com	18	Field day-to-day customer issues, questions and concerns and provide contract pricing quotes	Subcontract (DBI)	Lansing, MI
Project Manager	Geena Montgomery (DBI)	(517) 267-8072	geena.montgomery@dbiyes.com	8	Ensures timeline, budget and progress of projects remain on track	Subcontract (DBI)	Lansing, MI
Design Supervisor	Monica Wahrer (DBI)	(517) 267-8073	Monica.wahrer@dbiyes.com	9	Supervise Staff Designers; assures design projects are code compliant and install ready	Subcontract (DBI)	Lansing, MI
Installation Supervisor	Jim Sobanski (DBI)	(517) 267-8062	jim.sobanski@dbiyes.com	25	Supervises Installation crews; assures that project installations are scheduled within project timeline and meet or exceed DBI's quality and professional standards	Subcontract (DBI)	Lansing, MI

3.5. Non-Key Personnel

The Contractor must notify the Program Manager in writing at least 10 calendar days before removing or assigning non-key personnel.

3.5.1. Designers

The Contractor will assign four (4) full-time Designers to the State of Michigan. Four (4) additional full-time Designers are available to assist with State of Michigan projects as volume requires.

a. Individuals performing design services must have a minimum of 3 years of experience in commercial office design systems and layout or be supervised by an individual with required minimum experience.
b. Designers must be knowledgeable of construction, fire, MIOSHA and related codes, including the Americans with Disabilities Act and the Michigan Barrier Free Design Code.
c. Designers must be extremely organized in completing each step required in the specifications for a particular project, including field verification of building dimensions.
d. Designers must have substantial knowledge of the products used, ability to communicate verbally and in writing and ability to maintain records and reports relative to the work.
e. Designers must be able to understand and carry out detailed technical instruction.
f. Designers must be proficient with AutoCAD and / or BIM software to design and document space plans.

3.5.2. Installers

The Contractor will assign five (5) experienced Installers to this Contract.

a. Installers must be Certified by Haworth to install / dis-assemble / re-install the proposed manufacturer's furniture. Certified installers must be re-certified every three years.
b. If Installers are authorized by the manufacturer to install a particular State-owned product, the Contractor must provide proof of manufacturer authorization if requested by the State.
c. Installers must have a minimum of 3 years of experience in the installation of Commercial Office Furniture or be supervised by an individual with required experience.
d. Installers must have the ability to follow drawings, plans, blueprints, specifications, and instructions.
e. Installers must have the ability to follow direction and communicate appropriately with others.
f. Installers must be extremely organized in completing each step required in the specifications for a particular project.

g. The use of “apprentice” types of employees may be assigned to a project at a ratio not to exceed one apprentice per five installers.
h. Apprentice type employees may be utilized for material handling.

3.5.3. Haworth Field Technical Representatives

a. Haworth Field Technical Representatives assist dealer certified installation crews with the planning, application, installation, and service of Haworth products, as well as state and local code requirements.
b. They are well versed in all aspects of the operation and maintenance of Haworth products.
c. Field Technical Representatives handle warranty issues, maintenance audits, and repairs.
d. They are trained to participate in customer and dealer presentations to support the sales process; and serve as liaisons between corporate project teams and field sales teams.
e. Haworth Field Technical Representatives provide a value-added service that ensures all issues or problems with Haworth products are immediately and completely resolved and customer expectations are met or exceeded.

3.5.4. Schedulers

The Contractor will assign five (5) Schedulers to this Contract.

f. Schedulers must have a minimum of 3 years of experience in commercial office design systems and installation or be supervised by an individual with required minimum experience.
g. Schedulers must have the ability to follow drawings, plans, blueprints, specifications, and instructions.
h. Schedulers must understand installation timeframes and be able to schedule adequate amount of time for installation completion.
i. Schedulers must be flexible to schedule changes as emergencies or priority projects arise as defined by the State Program Manager.

3.5.5. Electricians

The Contractor will partner with FD Hayes if electricians are needed for any contract activities.

a. The State may utilize Contractor electricians for projects in leased facilities at the discretion of the State Program Manager considering specific lease terms.
b. Electricians must be licensed to work in the State of Michigan.

3.5.6. Support Staff

The Contractor will assign seven (7) Support Staff to this contract.

a. Support Staff must be aware of contract requirements for invoicing and ensure invoices provide the required information.
b. Support Staff must work closely with the State Project Manager or designee, or Agency Point of Contact to have invoices created per timeframes listed in the contract.
c. Support Staff must have substantial knowledge of the products used, ability to communicate verbally and in writing and ability to maintain records and reports relative to the work.
d. Support Staff must be able to understand and carry out detailed technical instructions.

3.6. Organizational Chart

The Contractor must provide an overall organizational chart that **details staff members, by name and title, and includes subcontractors**. This chart should clearly show the hierarchy of the organization. Please see *Schedule M – Organizational Chart.*

3.7. Customer Service Number

The Contractor must specify its number for the State to contact the Customer Service Representative (toll-free number also acceptable). The Customer Service Representative must be available for calls during the hours of 8 am to 5 pm EST.

Haworth Dedicated State of Michigan Customer Service Representative:

Sydney Huss
(616) 393-1247

If Sydney Huss cannot be reached, Haworth has a single point of contact number that is available. The One Touch number is 877-HAWORTH [(877) 429-6784]. If the One Touch team is unable to help, they will direct you to the appropriate technical expert.

DBI Dedicated State of Michigan Customer Service Representative:

Tracy Wahtola
(517) 267-8052

3.8. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor's work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

  GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

  Additional information on GDBEs can be found here:

  Michigan Qualified Opportunity Zone (QOZ) Map

  Michigan Supplier Community (MiSC) Page

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	**DBI Holding Company** 912 E. Michigan Ave. Lansing, MI 48912 (517) 485-3200
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	DBI is the servicing dealer for the current Modular Furniture contract (contract number 220000000043) and Seating contract (contract number 071B7700074) Haworth holds with the State. DBI will be providing all project management, programming, design, order entry, installation and post installation services for all projects located South of Michigan Highway 55. Upon request, they will manage projects North of M55 in the lower peninsula. Please see attached "Schedule L Certifications."
The relationship of the subcontractor to the Bidder.	DBI is an experienced, fully-trained, Best in Class, Preferred Haworth Dealer. They are used for all our booked business in their assigned territory as well as the State of Michigan contract business South of M55.
Whether the Bidder has a previous working experience with the subcontractor. **If yes, provide the details of that previous relationship.**	YES, we have a long history of working with DBI. They are a very experienced, fully-trained Haworth dealer. They have been a valued partner to Haworth for 38 years. Over the past 38 years, we have worked with DBI on the various furniture contracts we have held with the State as well as numerous other projects for both Public and Private sector clients of every size, scope, and complexity. We have every confidence that DBI, as the managing dealer, will exceed your expectations in providing the Contract Activities.

Bidder must provide detailed information as requested in the above requirement(s).	
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	South of M55, DBI will be performing all contract activities listed in this RFP with the exception of Cleaning and Electrician activities.
Of the total bid, the price of the subcontractor's work.	This is not able to be defined at this time as this RFP proposal is for ongoing contract product and services.

Bidder must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	100% of applicable contract work South of M55 will be performed by DBI.
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	100% of applicable contract work South of M55 will be performed by DBI.

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	**Interphase Interiors** 2636 Garfield Road North, Suite 32 Traverse City, MI 49686 (231) 941-4454
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	Full service, Best in Class, Preferred Haworth Dealer. Interphase will be providing all project management, programming, design, order entry, installation, and post installation for all projects located North of Michigan Highway 55.
The relationship of the subcontractor to the Bidder.	Interphase is an experienced, fully-trained, Best in Class, Preferred Haworth Dealer. They are used for all our booked business in their assigned territory as well as the State of Michigan contract business North of M55.

Bidder must provide detailed information as requested in the above requirement(s).	
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	YES, Haworth and Interphase have enjoyed a 39 year relationship selling and servicing Haworth products to both public and private customers throughout Northern and Western Michigan. Like DBI, Interphase is a Haworth Best In Class Preferred dealer. Interphase has a customer list of more than 150 private sector customers at any given time. These customers have projects of all sizes and scopes. Interphase is an experienced, trained Haworth dealer and we have every confidence in their ability to provide the required Contract Activities.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	North of M55, Interphase will be performing all contract activities listed in this RFP with the exception of Cleaning and Electrician activities.
Of the total bid, the price of the subcontractor's work.	This is not able to be defined at this time as this RFP proposal is for ongoing contract product and services.

Bidder must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	100% of applicable contract work North of M55 will be performed by Interphase.
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	100% of applicable contract work North of M55 will be performed by Interphase.

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	**Spartan Installation Group, LLC** 2960 Ena Drive Lansing, MI 48917 (517) 285-1158

Bidder must provide detailed information as requested in the above requirement(s).	
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	Spartan Installation Group (SIG) was established in 2005. All SIG installers have had extensive experience with the State of Michigan as an end user. They provide relocation, assembly, warehouse, removal, and disposal to customers in the Greater Lansing area. SIG employs Haworth-certified furniture installers at the request of DBI, as needed.
The relationship of the subcontractor to the Bidder.	SIG is a subcontractor to DBI, but they maintain their Haworth certifications which secures the relationship with us as well. DBI calls on SIG to supplement their install crews on an as-needed basis for both State and Private Sector projects.
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	Yes, since it was established 18 years ago, SIG has been a first-call subcontractor for DBI to supplement their crews, as needed. SIG installers are well versed in Haworth Best Practices as well as the high standards that DBI holds its own installers to and adheres to them seamlessly.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	For the purposes of this contract, SIG will be performing installation activities.
Of the total bid, the price of the subcontractor's work.	This is not able to be defined at this time as this RFP proposal is for ongoing contract product and services.

Bidder must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	As needed.
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	N/A

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	**Seelye Group Ltd dba Fresh Tracks** 1411 Lake Lansing Rd. Lansing, MI 48912 (517) 267-2007
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	Seelye Group Ltd/Fresh Tracks is a commercial carpet, hard surface, white glove, and specialty cleaning company. The services and contract activities that will be provided by Fresh Tracks for this contract is cleaning the fabric and hard surfaces on chairs. Their goal is to make your furniture clean, sanitized and to make your space smell fresh and look like new. Seelye Group Ltd/Fresh Tracks has been in the specialty commercial cleaning business for 20+ years. They have been cleaning carpet, hard surfaces, panels, chairs, and work stations for many companies over the years.
The relationship of the subcontractor to the Bidder.	Seelye Group Ltd/ Fresh Tracks has been doing work with DBI for many years with more than just the State of Michigan. DBI uses them on many other projects for our mutual customers. For example: Auto-Owners, MSU, Delta Dental, Pratt & Whitney and other private sector projects.
Whether the Bidder has a previous working experience with the subcontractor. **If yes, provide the details of that previous relationship.**	Yes - Seelye Group Ltd/ Fresh Tracks has had a working relationship with the DBI on State of Michigan projects for 14+ years. They have been doing white glove cleaning with the State of Michigan for many years. Many projects in the GOB Building, they also white glove cleaned the entire Con Hall building when that was redone in 2013/2014. They have done a lot of work with DHHS in many locations across the State.
A complete description of the Contract Activities that will be	For the purposes of this contract, Seelye Group Ltd/ Fresh Tracks will be performing cleaning activities.

Bidder must provide detailed information as requested in the above requirement(s).	
performed or provided by the subcontractor.	
Of the total bid, the price of the subcontractor's work.	This is not able to be defined at this time as this RFP proposal is for ongoing contract product and services.

Bidder must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	As needed.
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	N/A

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	**F. D. Hayes Electric Company** 2301 Beal Avenue Lansing, MI 48910 (517) 482-0608
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	F.D. Hayes Electric Company is one of Michigan's leading electrical contractors. Founded in Lansing, Michigan in 1923 by inventor and entrepreneur Frank D. Hayes, F.D. Hayes Electric Company is now in its fourth generation as a family business. With over 90 years of reliable service to businesses and homeowners throughout Michigan, F.D. Hayes' staff is ready to help you solve your electrical or telecommunication system problem. They are a construction and facility services business, providing electrical and telecommunication design and construction services throughout Michigan. FD Hayes will provide electrical services related to the State of Michigan seating projects as needed.

Bidder must provide detailed information as requested in the above requirement(s).	
The relationship of the subcontractor to the Bidder.	FD Hayes is a subcontract to DBI for both State of Michigan projects and Private Sector clients.
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	Yes, FD Hayes has worked with DBI as a subcontractor for over 10 years. Further, when Michigan Electric's owner retired some of their key technicians transferred to FDH, maintaining their relationship and expertise with DBI as it pertains to State of Michigan projects.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	For the purposes of this contract, FD Hayes will be performing Electrician activities.
Of the total bid, the price of the subcontractor's work.	This is not able to be defined at this time as this RFP proposal is for ongoing contract product and services.

Bidder must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	As needed.
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	N/A

3.9. State Facility Security

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must ensure the security of State Facilities. The Contractor staff must have company ID on them at all times while on-site at any State location. The State may require the Contractor's personnel to wear State issued identification badges.

The Contractor will employ the following additional procedures to ensure security of State facilities and employees include:

a. Preemptively gathering information regarding the State Facilities Managers' requirements concerning the security of the specific building

and/or agency affected by the project. This also would include any current MIOSHA and/or State of Michigan Facilities' regulations regarding the use of masks while in a State facility. This information is typically collected during the pre-construction meetings and then disseminated to the project team during the internal Pre-installation meeting.

b. Background checks are completed on all installation crew members who will work within State of Michigan buildings prior to a job beginning.
c. Installer names, driver license numbers, dates of birth and license numbers are submitted to DTMB security personnel to be placed on the approved contractors list for entry into State of Michigan buildings.
d. All employees follow the State's check-in process with the appointed security teams in each building prior to entry.
e. The installers wear uniform shirts and khaki pants. The Dealer logo is displayed on the shirts of the Crew Leaders for easy identification while Dealer's contractors wear plain color or high visibility shirts. All shirts are tucked in and pants are belted at the waist. Only company issued hats are permitted and all shoes have a closed toe. Dealer employed and contracted installation crew members will wear a photo ID that identifies them as a Dealer installer or Dealer contracted installer. ID badges will always be displayed clearly and in plain sight.
f. Throughout the installation process, Dealer employees will use only entryways and loading areas designated by the Program Manager and/or Facilities Manager. Doors will not be propped open and left unattended. If a door would need to be propped open, it would be attended and monitored by a crew member. When it is necessary and approved for work to be performed in a State building after hours and/or after security staff have left, Dealer will make sure that all doors are closed and secured per the Building Manager's directions. Tools that are not in use are kept secure in toolboxes/tool bags.

3.9.1. Michigan Department of Corrections (MDOC) Specific Security

The Contractor, its staff, and any subcontractor staff will be subject to the following security procedures if entering a MDOC facility:

a) No active warrants or pending charges on any staff assigned to this contract.

b) MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.

c) May not be under Federal, State or local jurisdiction as a prisoner. Must be off of Federal, State or local jurisdiction for five years from the date of discharge. Felony ex-prisoners will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation, and are approved by the Deputy Director of the Correctional Facilities Administration (CFA). MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.

d) Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.

e) Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997;

f) Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.

g) Has not been civilly or administratively adjudicated to have engaged in the activity described in letter f above.

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

i) All delivery drivers, Contractor's and subcontractor's staff and technicians that are entering an MDOC facility must be LEIN cleared by MDOC at least 72 hours prior to facility entry. The Contractor's personnel must be LEIN cleared and received written approval from the MDOC's Contract Manager initially and annually by MDOC prior to any work with MDOC prisoners. The Contractor

should attempt to get any and all staff/inspectors that potentially could go into a secure facility during the life of the contract pre-cleared through LEIN before a need is recognized. Should an emergency arise, MDOC may be able to LEIN clear individuals less than 72 hours if approved by the Contract Manager.

1. The Contractor must ensure that drivers are LEIN cleared when delivering Full Truck Load or multi-stop deliveries. They are not able to guarantee such clearances for Less than Truck Load and single drop shipments due the nature of contracting those drivers.

j) The Contractor and subcontractor personnel must request LEIN clearance in writing. The completed LEIN Information Form must be sent to and approved by MDOC prior to Contractor's personnel working with MDOC prisoners and annually following approval. There is no cost associated with the LEIN. The LEIN form will be provided to the Contractor as needed. LEIN forms should be submitted to MDOC for review by submission to mdoc-pmcd-cfa-leins@michigan.gov.

k) The Contractor must document if a Contractor's or subcontractor's personnel assigned to the Contract is related to or acquainted with a prisoner incarcerated and under the jurisdiction of the MDOC. For Contractor's personnel who are related to or acquainted with a prisoner, the Contractor's staff member must complete the Offender Contact Disclosure for Contractors form and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.

l) The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.

m) All vehicles entering a correctional facility must be inspected before entry of the secure perimeter.

n) The Contractor's and subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.

o) The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must

present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.

p) The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.

q) Security is the facility's first priority and the Contractor and Contractor Personnel must be responsive and respectful of these needs.

r) The Contractor, Contractor's, and subcontractor's personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.

s) The Contractor's and subcontractor's personnel must follow the facility entry, exit, manifest process, to include the following:

1. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor personnel's training certificates in the appropriate file for auditing purposes.
2. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
3. The Contractor/subcontractor must ensure that all Contractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor personnel develop positive and cooperative relationships with MDOC facility staff.

4. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
5. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
6. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

3.9.2. MDOC Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

a) The Contractor and the Contractor Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards (Exhibit 1A- PREA Standards) and the agency's policies. The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related polices of the MDOC will be considered a breach of contract and may result in termination of the contract.

b) Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations (Exhibit 1B- CFA Security Regulations) prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum (via the State of Michigan's MI-TRAIN site) to the Contract Administrator documenting completion of the training and date of completion.

c) As is deemed necessary, the MDOC Contract Monitor or Program Manager will provide the Contractor with current copies of all PREA documents via email or the MI-TRAIN web site. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided. The MDOC is moving document reviews to the MI-TRAIN site as part of annual training.

d) Also refer to the following Exhibits:
   i. Exhibit 1A – Schedule A – PREA Standards
   ii. Exhibit 1B – Schedule A – Program_A_CFA_August_2014

3.9.3. MDOC Vendor Rules and Regulations

a) The Contractor will require all contractual staff, including temporary and subcontractor staff, working inside an MDOC correctional facility to review and

verify acceptance of the MDOC Vendor Rules and Regulations (Exhibit 2-MDOC Vendor Rules and Regulations (PROGRAM A, Correctional Facilities Administration (CFA) Security Regulations) upon award of Contract. The purpose of the MDOC Vendor Rules and Regulations is to provide the Contractor with general information regarding basic requirements of providing services to the MDOC and provide notice of work rules. Any revisions to the document will be provided to the Contractor throughout the Contract period, and all contractual staff, including temporary and subcontractor staff, must comply with all documentation provided. The Contractor must maintain copies of their staff's completion certificates for auditing purposes.

b) Also refer to Exhibit 2 to Schedule A – Vendor Rules and Regulations (PROGRAM A, Correctional Facilities Administration (CFA) Security Regulations)

3.9.4. MDOC Procurement, Monitoring and Compliance Division

a) The Procurement, Monitoring, and Compliance Division (PMCD) provides oversight of MDOC contracts and ensures contractors are delivering services according to contract requirements. The Contract Manager or assigned Contract Monitor will serve as the lead for all contract related issues. They will ensure the contractual requirements are being met through monitoring activities such as: scheduling kick off meetings, developing monitoring plans, managing service level agreements and transition timelines, and partnering with the MDOC program manager to ensure deliverables are met.

b) Should any issue(s) arise with a contractor's performance, PMCD is engaged to document the issue(s) and may pursue a model of progressive discipline that leverages tools such as meetings, Corrective Action Plan Requests, and Vendor Performance letters. When a Corrective Action Plan Request is issued, the State requires that the Contractor confirm receipt and submit their Plan of Action within the timeframe outlined in the request. The State also requires that the Contractor must cure, at no additional cost to the State, any deficiency identified in a Corrective Action Plan Request. The Plan of Action must include a solution that resolves the issue so that it does not reoccur.

c) PMCD utilizes a progressive correction process for unsatisfactory vendor performance. PMCD reserves the right to utilize any of its contract compliance tools to address contract deficiency(cies) whether progressive or not. PMCD will utilize corrective action tools according to the significance of the contract deficiency.

3.10. Drug Testing

A. The Contractor and/or its subcontractors who will be completing work on site, must have drug testing policies and processes in place. These policies must:

1) Include pre-employment, and random or reasonable suspicion testing.
2) Address screening for prospective and current employees, including frequency
3) Include screening tests and panel thresholds.
4) Specify the length of time drug testing records are retained.

3.11. Background Checks

A. The Contractor must perform background checks on all employees, subcontractors and subcontractor employees prior to their assignment and completing onsite work. Contractor is responsible for all costs associated with processing the background checks. The State, in its sole discretion, may also perform background checks. The State reserves the right to request additional background checks at the discretion of State agencies or branches of State government as outlined in the Standard Contract Terms document

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

C. The Contractor must have policies and processes in place for background checks. The Contractor's policies and processes must:

1) Address screening for prospective and current employees, including frequency and disqualification criteria.
2) Include Screening criteria used to determine whether an applicant qualifies to be in the Contractor's employee, including sub-contractor employees.
3) Specify length of time background check records are retained.

E. The Contractor must ensure background checks and drug testing requirements of Sub-Contractors employees are adhered to as if the workers were under the Contractor's employment when engaged in State projects.

3.12. Identification Badges: All Contractor personnel, including sub-contractor staff, that routinely work in State facilities will display State issued credentials while performing work on State premises. Others will display Vendor credentials.

3.13. State Employee Responsibilities: State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing,

or substance abuse issues regarding the Contractor's employees to their authorities for review and to proceed with any needed corrective action.

4. Project Management

The Contractor must carry out all services for this Contract, and implementation, under the direction and control of the State Program Manager. All transition and implementation plans are subject to the approval of the State Program Manager.

4.1. The Contractor must obtain the State Program Manager's and State Contractor Administrator's prior approval of any administrative changes in the Contractor's systems or procedures that impact the State and services performed under this Contract.

4.2. There must be continuous liaising between the State Program Manager and Contractor's Program Manager during the Implementation Period and over the course of this Contract. Liaising between Contractor, State Program Manager, State Project Managers and designees, and the State's other Contractors will also be required. The Contractor's Program Manager must meet with the State Program Manager for initial review of the Contractor's work plan prior to beginning service delivery and then periodically, as needed. The meetings will provide for reviewing progress and providing necessary guidance to the Contractor regarding the timing of activities and solving issues or problems.

4.3. Project Plan/Implementation Plan

The Contractor must provide a draft implementation plan (also referred to as the project plan or the work plan) in order to commence Services by the Contract Effective date. The implementation plan and corresponding timeline or calendar must describe in detail:

1. All major project milestones, the anticipated outcomes for each milestone and all tasks, duties or responsibilities to be completed during the Implementation.
2. A detailed discussion on how to manage a transition from the current Contractor, if applicable.
3. A detailed discussion on how Contractor will integrate with other vendors providing services to the State (e.g., furniture installers, construction trades).
4. All tasks, duties, or responsibilities associated with implementation and complete Contract administration.
5. The Contractor's project management approach, including identifying methods, tools, and processes intended for oversight and completion of the implementation.

6. Any anticipated issues/changes, when they may arise, and how those issues will be conveyed to the State Program Manager and include suggested resolution or risk mitigation strategies to the issue(s).
7. A detailed protocol and escalation communication process; the plan must also provide escalation procedures and contact information for issues that may need to be escalated above the Contractor's Representative/Program Manager and Back-up Program Manager.
8. Any additional information or considerations for Services to begin by the Contract Effective date and continue thereafter for the Contract term.

4.3.1. Final Implementation Plan

The Contractor must submit a Final Implementation Plan to State Program Manager within 5 State-business days from Contract Effective date (Contract is signed), including Contractor's project plan management approach and detailed explanation of any identifying methods, tools, and processes intended for oversight and completion of the implementation. The State Program Manager will provide final approval of the Implementation Plan.

4.4. Reporting

The Contractor must be able to provide various reports when requested by the State. Examples include itemized reports of total items (and services if applicable) purchased by all agencies or individual agencies.

4.4.1. Service Level Agreement Report

Annual Service Level Agreement (SLA) Performance Report submitted to the State Program Manager by March 15 of next calendar year. The Contractor will work with the State Program Manager to develop the format for this report.

4.4.2. Purchasing Activity Report

The Contractor must provide a purchasing activity report which separates product, installation, and any other services per Schedule B – Pricing.

- Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency (including sold to and ship to locations), with the agency name, and the total value of purchases for each agency, and a grand total of all purchases. Ship to locations means where it is delivered to and prepped for the install, whether it is a State warehouse or Contractor warehouse.
- Report must have product specific detail and associated product line.

- Reports must have service specific detail for installation.
- Report must be provided in sequential order.
- Report must also have a high-level summary table that shows total annual State spend in the following categories: New Product, Services (installation, cleaning, repair, disposal), etc.
- This report is to be provided on an annual basis, within 30 days of year-end to the State Program Manager and State Contract Administrator.

4.4.3. Lead Time Report

The State may require lead time reports which should provide order specific performance data. Data should 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.

4.4.4. Additional Reports

The Contractor must provide any additional reports requested by the State pertaining to the Contract and associated data at no additional cost to the State.

4.5. Meetings

The Contractor must attend the following meetings:

4.5.1. A contract kick-off meeting within 30 calendar days of the Effective Date of the contract.

4.5.2. Annual Performance Review of Service Level Compliance. See also Section 11 Service Level Agreement and Section 4.4.1.1

4.5.3. The State may request other meetings as it deems appropriate.

5. Pricing

5.1. Price Term

Pricing is firm for the entire length of the Contract. See Schedule B, Pricing. All installation rates must include prevailing wage as applicable. Installation should be bid at the carpenter rate provided in **Schedule B Pricing Tab 7 Services** and billed at for the duration of the contract. Current Carpenter Prevailing wage rates can be found on the Licensing and Regulatory Affairs (LARA) website here: https://www.michigan.gov/leo/bureaus-agencies/ber/wage-and-hour/dtmb-prevailing-wage

Prevailing wage rates provided will be updated, if necessary, at Contract integration.

5.2. Price Changes

a. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

b. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

c. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5.3. Project Prevailing Wage Requirements, applicable only if construction or installation is required as part of Contract Activities

The Contractor (and its Subcontractors) must pay all mechanics and laborers employed directly on the site of the work, unconditionally and at their organization's payment schedule/cadence, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications as prevailing wages based on locality, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.

Contractor must post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

5.4. Premium-Priced Services

Premium Services are defined as services performed during 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; Juneteenth, Fourth of July; Labor Day; Election Day on even-numbered years; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day; and New Year's Eve Day

6. Electronic Catalog

The Contractor must provide electronic product and pricing catalog(s) for the seating products placed on a 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. These catalog(s) must be in Web and PDF format and must include the Manufacturers List Unit Pricing. The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then - current catalog template provided by the State. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Signed Contract/Master Agreement and issuance of Delivery Orders (DO).

7.2. Order Verification

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

a. The dealer placing the State's orders will receive all Delivery Orders and review them before they are forwarded to Haworth to be processed. The dealers will only process orders that are received from Purchasing personnel or any other persons the State indicates in writing as Authorized Personnel. Haworth will not process Delivery Orders that are not sent through the servicing dealer.

b. Delivery Orders that may be of concern will be brought to the attention of the appropriate State personnel before they are processed. Items of concern may include, but are not limited to, a) unsigned delivery orders, b) delivery orders that do not reference the contract number, c) delivery orders for large quantities of product that are not accompanied by a dealer quote summary, specification sign offs, and/or SIF file as proposed for a design project.

c. The Contractor's electronic ordering system, **Lynx,** flags orders that are placed with duplicate purchase order numbers. These orders must be reviewed and authorized by the dealer to be processed.

7.3. Minimum Order

There are no minimum order requirements allowed in this Contract.

7.4. Packaging and Palletizing

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

a. The Contractor ships all freight FOB to the "Ship to" destination on the State's Delivery Order.

b. Loads that require palletizing, single stacking, street offload, double stacking or tapered double stack are to be designated by the dealer at the point of order entry. Additional charges may apply.

8. Acceptance

See also **Standard Contract Terms, Section 17. Acceptance** for additional Acceptance Terms.

8.1. Acceptance, Inspection and Testing

The State Agency Representative, State Project Manager, or State designee will review and inspect the order shipment documents and approve acceptance of goods upon delivery.

The Shipment Document must include product details.

8.2. Acceptance of Installation

The State Agency Representative, State Project Manager, or State designee will review and inspect installation and approve acceptance of services upon installation completion.

9. Invoice and Payment

9.1. Invoice Requirements

All invoices submitted to the State must include:

a. The contract number,
b. The Delivery Order (DO) number,
c. Date,
d. Description of product or service provided,
e. Project reference,
f. Labor hours (separate out installation labor, removal labor, cleaning labor, floor preparation labor, etc.,
g. The service location,
h. Delivery dates,
i. Quantities,
j. Unit prices,
k. Total price
l. Prompt Payment Discount if applicable.

The State may require alterations to invoice details at any point throughout the contract term.

9.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

Users of this contract could potentially place orders via Procurement Card (PCard). Please explain your process for ordering and accepting this payment method. If an account needs to be created on your purchasing platform, please submit documentation that shows the steps for completing this process.

10. Additional Requirements

10.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

a. The Contractor uses Life Cycle Assessments (LCA) to understand our product embodied carbon and to inform our design strategies. The Contractor's products' life cycle impacts, including embodied carbon, are communicated through their product environmental data sheets (PEDS) and their Ecomedes platform.

b. The Contractor recertified 97% of North American sales to the 2019 version of the ANSI/BIFMA e3 Furniture Sustainability Standard, via the LEVEL® thus achieving LEVEL 3 certification in 14 product lines.

10.2. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible.

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

10.3. Brominated Flame Retardants

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

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

10.3. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must disclose whether a product or its components contain intentionally added PFAS. If the product or its components contain intentionally added PFAS the Contractor must:

a. provide an explanation with respect to the intentionally added PFAS contents, including the purpose for which PFAS are used in the product or its components, the types of PFAS used in the product or its components, and the amount of each PFAS used in the product or its components.

b. indicate whether the product will be labeled or packaged with information about the intentionally added PFAS contents.

c. identify any alternative products that do not contain intentionally added PFAS.

d. provide any additional information that would further the Department's implementation of ED 2021-08.

11. Service-Level Agreements (SLAs)

11.1 The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator. The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.

SLA Metric 1. Timely Deliveries	
Acceptable Standard	1. All deliveries must occur in accordance with the mutually approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.1 Delivery. 2. Extenuating circumstances must be communicated by the Contractor to the State Project Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to State Project Manager at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the State Project Manager. 6. Orders not received in their entirety, as determined by a review of the Data Sources (Delivery Orders (DOs), Order Acknowledgements, Packing Slips, or any other form of written and/or electronic order information), will be considered inaccurate. The acceptable standard is 100% compliance. The Contractor must track compliance throughout the year, and measure and report its performance on this SLA on an annual basis.

Credit Due for Failing to Meet the Service Level Agreements	The following service level agreement terms are related to all products and services and must apply throughout the duration of the Contract, including any optional renewal periods (if exercised). The State Project Manager and State Program Manager will monitor and assess service levels credits.: **A. Invoice or Account Credits and Holdbacks** **1. Notice of Delay:** Late or improper completion of the Contract Activities will result in an invoice credit of 1% of the project cost per day for each day Contractor fails to remedy the late or improper completion of the Work. a. Estimation Response - Labor estimates for design, programming and or installation must be provided within 3 business days of request or mutually agreed upon timeframe based on project complexity. b. Installation Start - Installation must commence on the agreed upon installation date established, based upon the specified lead time stipulated in the Contractor Proposal submitted. c. Installation Completion – Installation must be completed within the number of days stipulated in the Contractor Proposal submitted unless alternative schedule dates are approved by the State. **2. Improper Close-Out:** To ensure proper project close-out, the following holdbacks will apply until the activities are performed and accepted by the State Project Manager. Services subject to this requirement include, but are not limited to, the following: a. Punch List Completion - Contractor must facilitate on-site installation review and develop a project Punch List for State Project Manager or designee approval. Repair or replace or complete all items in question within an agreed upon timeframe with State Project Manager, at no charge to the State. The State may withhold a minimum of ten percent (10%) of project invoice value until this requirement is met. b. Invoice Time - Detailed invoicing must be provided by the Contractor no later than 15 calendar days after installation and final ‘walk-through’ with State Project

SLA Metric 1. Timely Deliveries	
	Manager or designee. A 1% per month invoice credit will be assessed for each month delay in invoicing. **3. Customer or Warranty Service** To ensure proper service levels, the following invoice or account credits will apply. a. Customer Service Issues Related to Projects - Questions and concerns must receive a response by Contractor within a maximum of 2 business days. Failure to comply will result in an invoice credit of 1% of the total project cost per day. b. Warranty Service – The Contractor must schedule warranty service within 2 business days of the State request and have a site visit within 10 business days. Contractor must provide follow-up communications to State Project Manager, until service is completed. Schedule all services so as not to interfere with activities within space, at no charge to the State. 1. Failure to provide warranty service response within 2 business days of the State request will result in an account credit of $500. 2. Failure to complete the site visit within 10 business days will result in an account credit of $500.

SCHEDULE B - PRICING

The Contractor must provide a pricing schedule for the proposed Contract Activities using this document. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
3. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
4. **Haworth February 2023 Seating Price List:**
   https://stateofmichigan.sharepoint.com/:b:/r/sites/SOM-SPC-Procurement/Shared%20Documents/Contract%20Categories/CATALOG_240000000497%20-%20Haworth%20Seating.pdf

Haworth, Inc. Contract No. 240000000497
Schedule B – Pricing

Seating					
	Seating Type	Product Line	Price List	Percent (%) Discount Off List Price Standard Delivery	Percent (%) Discount Off List Price Rush Ship
1	HIGHLY ERGONOMIC TASK CHAIRS	Improv H.E.	February 2023	78.75%	78.75%
		Zody LX	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
2	EXECUTIVE CHAIRS	Zody LX	February 2023	64.50%	64.50%
		Zody II w/Headrest	February 2023	64.50%	64.50%
3	FULL OR PART MESH FULLY ERGONOMIC TASK CHAIRS	Zody II	February 2023	64.50%	64.50%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Very Task	February 2023	68.50%	68.50%
4	SIDE OR GUEST CHAIRS/TABLES	Improv Side	February 2023	77.52%	77.52%
		Maari	February 2023	58.70%	58.70%
		Very Side	February 2023	68.50%	68.50%
		Poppy Guest	February 2023	60.00%	60.00%
5	POLYPREPYLENE BREAKROOM / LUNCHROOM CHAIR	Maari	February 2023	58.70%	58.70%
		Very	February 2023	68.50%	68.50%

6	CONFERENCE ROOM CHAIRS	X99	February 2023	68.25%	68.25%
		Soji	February 2023	59.00%	59.00%
		Zody Classic	February 2023	71.35%	71.35%
		Zody II	February 2023	64.50%	64.50%
		Very Conference	February 2023	68.50%	68.50%
		Very Task	February 2023	68.50%	68.50%
7	ERGONOMIC STOOLS	Soji Stool	February 2023	59.00%	59.00%
		Zody II Stool	February 2023	64.50%	64.50%
		Improv H.E. Stool	February 2023	78.75%	78.75%
		Very Task Stool	February 2023	68.50%	68.50%
		Zody Classic Stool	February 2023	71.35%	71.35%
8	BIG & TALL CHAIRS	Improv H.E. XL	February 2023	78.75%	78.75%
		Soji XL	February 2023	69.50%	69.50%
9	INSTITUTIONAL PUBLIC/LOBBY CHAIRS	Hello	February 2023	53.65%	53.65%
		Cabana	February 2023	58.70%	58.70%
		Resonate	February 2023	61.00%	61.00%
		Poppy Lounge	February 2023	60.00%	60.00%
		Riverbend	February 2023	57.00%	57.00%
10	INSTITUTIONAL PUBLIC/LOBBY TABLES	Pip	February 2023	62.00%	62.00%
		Resonate	February 2023	61.00%	61.00%
		Sprig	February 2023	60.00%	60.00%

**Jive and Planes tables are on the Haworth Modular Office Systems Furniture and Services Statewide Contract, No. 220000000043*

Zone 1 Labor Rates					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$23	$40	$64	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$23	$35	$57	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$29	$51	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$26	$45	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$23	$23	$38	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 1 – Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 1** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Lansing area*..... no charge
»1-5 chairs outside the Lansing area in Zone 1..... $40.00 flat rate
»6-20 chairs to any Zone 1 location outside of the Lansing area ..... $80.00 flat rate
»21+ chairs to any Zone 1 location outside of the Lansing area ..... $160.00 flat rate

The Lansing area will be defined as any State location in Ingham, Eaton, Jackson, Clinton and Shiawassee Counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 1 will be quoted at $40 per hour based on the location where service is to be performed.

Zone 2 Labor Rates					
Drop Ship	**Inside Delivery***	**Delivery Only***	**Installation***	**Chair Delivery Instruction***	**Qty**
$0.00	$75 for the first 500Lbs.	$65	$78	$120	1 to 10 Chairs (per chair)
$0.00	$75 for the first 500Lbs.	$65	$75	$110	11 to 25 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$72	$100	26 to 50 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$69	$90	51 to 100 Chairs (per chair)
$0.00	Please Note: Per Hundred weight. Rate over 500Lbs will be negotiable	$65	$66	$80	101+ Chairs (per chair)

See Schedule B Glossary of Terms

Travel
There will be no charge for travel associated with chairs that are purchased and installed as a part of a project assigned to a **DBI/Interphase Designer** that also includes modular furniture.

Zone 2 - Non-Design Project Orders
For Non-Design project related orders, Travel will be charged in **Zone 2** as a flat rate based on quantity of chairs being ordered. This applies to a single Delivery Order for chairs delivering to a single Delivery location.

»Chairs delivered within the Traverse City area* ..... no charge
»1-5 chairs outside the Traverse City area in the Lower Peninsula in Zone 2..... $130.00 flat rate
»1-5 chairs to the Upper Peninsula..... $260.00 flat rate
»6-20 chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area $195.00 flat rate
»6-20 chairs to the Upper Peninsula..... $520.00 flat rate
»21+ chairs to any Zone 2 location in the Lower Peninsula Outside the Traverse City area. $650.00 flat rate
»21+ chairs to the Upper Peninsula..... $715.00 flat rate

The Traverse City area will be defined as any State location in Grand Traverse, Leelanau, Benzie, Wexford, Kalkaska counties.

Roundtrip Travel for Non-Warranty Service of chairs in Zone 2 will be quoted at $65 per hour based on the location where service is to be performed.

Optional Services

Design:

Design charges will only apply when seating is specified and ordered as a part of a Design Project that is assigned to the servicing Dealer - OR - when a Designer's assistance is required in selecting and specifying seating that is not part of a dealer assigned design project/order.

Day-to-day seating quotes where end users provide full specifications of desired products will not include a design charge.

- For Seating only Projects, Design rate is .5% of the total purchase price of new product for Zones 1 & 2
- For Seating as part of a Modular project in which new and existing products are being used, Design will be included in the hourly design quoted for the overall project as defined in Haworth, Inc. MA 220000000043, Schedule B – Pricing.
- For Seating as part of a Modular furniture project which consists of all new product, Seating Design will be charged at a rate of .5% of the total purchase price of new seating product for Zones 1 & 2.

Cleaning:

Cleaning will incur a minimum charge of $90 per request at a single location. Once the $90 minimum is met, additional items will be charged at the Unit price rates listed.

SERVICE ***Prevailing Wage Rates***	**UOM**	**ZONE 1** **PRICE**	**ZONE 2** **PRICE**
Cleaning *Standard*	Min Charge per piece thereafter	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.	Min Charge $90 Unit Prices: Task chair: $18 ea. Lounge Chair: $35 ea. 2-Seat Lounge: $65 ea. 3-Seat Lounge: $100 ea.
Cleaning *Premium Services)*	Min Charge per piece thereafter	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.	Saturdays (Time and a Half): Min Chage $135 Unit Prices: Task chair: $27 ea. Lounge Chair: $52.50 ea. 2-Seat Lounge: $97.50 ea.

		3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.	3-Seat Lounge: $150 ea. Sundays (Double Time): Min Chage $180 Unit Prices: Task chair: $36 ea. Lounge Chair: $70 ea. 2-Seat Lounge: $130 ea. 3-Seat Lounge: $200 ea.

Cleaning services required and approved to be completed on Sundays will be charged at a rate of 2 times the standard rate.

Professional Services - Prevailing Wage Rates:

SERVICE ***Prevailing Wage Rates***	**UOM**	**ZONE 1 PRICE**	**ZONE 2 PRICE**
Removal/Disposal of Seating *Standard*	Per Chair	$20.00	$27.00
Removal/Disposal of Seating *(Premium Services evenings, weekends)*	Per Chair	$30.00	$40.50
Non-Warranty Repair *Standard*	Man Hour	$77.50	$65.00
Non-Warranty Repair *Premium Services (evenings/weekends)*	Man Hour	$116.25 Sat $155.00 Sun	$97.50 Sat $130.00 Sun
Electrician *Standard*	Man Hour	$109.00	$120.00
Electrician *Premium Services (evenings/weekends)*	Man Hour	$163.60 SAT (TIME AND A HALF) $218.00 SUN (DOUBLE TIME)	$180.00 SAT (TIME AND A HALF) $240.00 SUN (DOUBLE TIME)

Professional Services – Non-Prevailing Wage Rates:

SERVICE ***Prevailing Wage Rates***	**UOM**	**ZONE 1 PRICE**	**ZONE 2 PRICE**
Site Visit *Standard*	Man Hour	$45.00	$65.00
Programming *(Standard)*	N/A	Included in Design	Included in Design
Storage The State may determine a need for storage beyond (30) thirty days or agreed upon timeframe. Bidders are to include pricing for this optional program.	Per Sq Ft/Year	$6.00/Sq Ft/Year	$8.00/Sq Ft/Year

Schedule B Glossary of Terms

Drop Ship

- This is Direct Ship from Haworth to a State facility
- The chair(s) will be moved to the end of the trailer by the carrier personnel
- The State is responsible for unloading or making arrangements to have it unloaded and disposing of recycling packaging materials

Inside Delivery

- This is a Direct Ship from Haworth with “Inside Delivery” to a State facility.
- The chair(s) will be removed from the truck by the carrier's driver and placed just inside the loading dock or just inside the front door of the State facility.
- This delivery option does not include delivery to the work area or floor or unpackaging.

Delivery Only

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.

Installation

- Product is first shipped to the servicing Dealership warehouse
- Once on site (the SHIP TO location on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed by the installer for recycling
- The Dealership personnel will provide the user with a general overview of the chair functionality.
- Assembly: As it relates to installation of lounge seating and occasional table products:
    - This is the labor required to build completed units to be place per the installation drawings
    - Items that require assembly include but are not limited to attaching legs, cushions, screens, ganging mechanisms, connecting sections of modular lounge furniture, etc.

Chair Delivery Instruction

- Product is first shipped to the servicing Dealership warehouse.
- Once on-site (the SHIP TO location listed on the Delivery Order), chair(s) will be unboxed, placed in the individual stations or designated area as requested by the on-site contact, and all packaging will be removed for recycling by the installer.

- The installer will provide the end-user with a detailed overview of the chair functionality and demonstrate the ergonomic features of the chair within their workstation.

Travel

- This is required when product is being transported from a Dealer facility to a State facility.
- “Travel” is the activity that happens in order for the chairs to be taken to a State facility. This includes loading onto a Dealer truck, transporting to State facility, unloading from Dealer truck.

Design

- Applies when seating is part of a dealer-assigned Design project.

When a Designer's assistance is required in selecting and specifying seating that is not part of a dealer-assigned design project/order.

SCHEDULE C – INSURANCE REQUIREMENTS

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
   a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
   b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
   a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
   b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
   c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
   d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

e. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. **Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

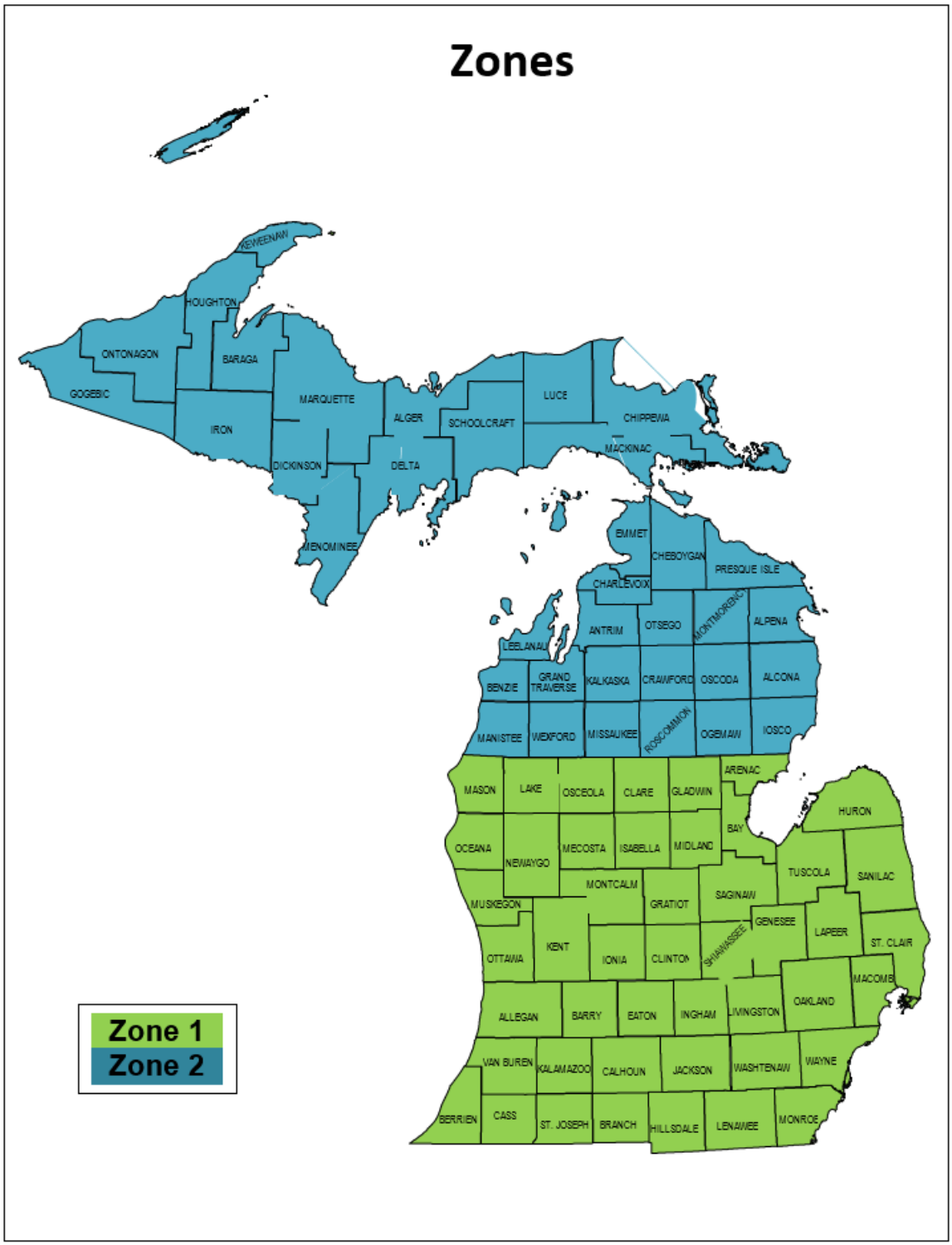
7. **Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Limits: **$1,000,000 Each Occurrence** **$1,000,000 Personal & Advertising Injury** **$2,000,000 Products/Completed Operations** **$2,000,000 General Aggregate**	Contractor must include “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	

Required Limits	Additional Requirements
Workers' Compensation Insurance	
Minimum Limits: **Coverage according to applicable laws governing work activities.**	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: **$500,000 Each Accident** **$500,000 Each Employee by Disease** **$500,000 Aggregate Disease**	

8. **Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

SCHEDULE F – ZONE MAP



SCHEDULE G – WARRANTY

HAWORTH

Effective: August 1, 2022

Great Expectations

You have them as a Haworth customer and so do we. And because we value our customers, we cover our products with this **Product Compatibility and Limited Warranty Policy**.

OUR COMMITMENT TO PRODUCT COMPATIBILITY – INTEGRATED PRODUCT PLATFORMS - OBSOLESCENCE POLICY

As a market leader in the design and manufacture of workspaces that adapt to change, we strive to maintain product compatibility within our various generations of integrated product platforms. As we develop new products there is an emphasis to provide solutions that are compatible yet allow for enhancement of previous generations of products. This benefits the customer who desires to leverage their existing products but enhance their work environment at the same time. With this mindset, under our obsolescence policy, Haworth takes reasonable steps to provide our customers with products of comparable form, fit, and function. As with any material or component, supply chain challenges can impact our ability to offer previous or existing products. In addition, fabrics and finishes are significantly impacted by design trends resulting in shorter life cycles. In these situations, we will make reasonable efforts to find coordinating solutions.

OUR COMMITMENT TO PRODUCT QUALITY – THE HAWORTH NORTH AMERICA LIMITED WARRANTY

To ensure customer satisfaction and peace of mind, we stand behind our products with the following Haworth North America Limited Warranty ("Limited Warranty").

What Products are Covered?

This Limited Warranty applies to new products manufactured by Haworth, Inc. or Haworth, Ltd. (individually, "Haworth") after August 1, 2022, that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer ("Covered Products"). Covered Products also include new products manufactured by a company other than Haworth after August 1, 2022, that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer as part of the Haworth Collection line of products, but only if such products are specifically listed below in the "What are the Warranty Periods? - Haworth Collection of Products" section of this Limited Warranty. For products manufactured on or before January 1, 2019, please refer to the applicable Haworth warranty published in the Haworth North America Price List when the product was purchased, for products manufactured after January 1, 2019 please refer to www.haworth.com for the applicable Haworth warranty or contact your local Authorized Haworth Dealer.

In this Limited Warranty, the terms "us," "we," "our" and similar terms refer to Haworth, and an end-user purchaser refers to the first person who purchases a Covered Product for such person's own internal use and not for resale or distribution.

The following products are excluded from the definition of "Covered Product" and not covered by this Limited Warranty, and neither Haworth nor its affiliates will have any obligation or liability relating to them: (a) software; (b) consumable items, such as batteries and bulbs/lamps; (c) the customer's own material (COM), or any material specified by the purchaser that is not a standard Haworth product offering, such as Haworth Alliance fabrics; (d) other than Haworth Collection products not manufactured by Haworth as described above, any item manufactured by a third party from whom Haworth purchases the item for resale without incorporating it into a Haworth product as a component or part (in those situations, if the purchaser is not a direct beneficiary of the manufacturer's warranty, then Haworth will assign to the purchaser any warranty that the manufacturer provides, to the extent the warranty is assignable); (e) Ergotron® products included in the Accessories North American Price List, regardless of whether incorporated into a Haworth product as a component or part (if the purchaser is not a direct beneficiary of any applicable Ergotron® warranty, Haworth will assign such warranty to the purchaser, to the extent assignable); and (f) field painted walls and Pergola products.

What Problems are Covered?

Subject to the terms of this Limited Warranty, Haworth warrants to the end-user purchaser of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs the performance or functionality of the Covered Product under normal use (a "Defect"). This warranty is for 24-hour / 7-day multiple shift use of the applicable Covered Product; for seating products, such use is by individuals up to 325 lbs., 400 lbs. for Zody II and LX models. In this Limited Warranty, normal use means use of a Covered Product in accordance with all the following: (a) Haworth's standards instructions, guidelines, and recommendations for that Covered Product; (b) if the Covered Product is part of the Haworth Collection and not manufactured by Haworth, then the applicable manufacturer's standard instructions, guidelines, and recommendations for that Covered Product; and (c) applicable laws, rules, regulations, and ordinances.

A Defect excludes, and Haworth and its affiliates will not have any responsibility or liability for, the following: (a) normal wear and tear; (b) any damage, wear or failure of the Covered Product that occurs during transport of the Covered Product, or that is caused by improper use, care or maintenance of the Covered Product or by an act of God or other event outside of Haworth's reasonable control; (c) the natural variation of color, grain or texture found in wood and leather; (d) the natural aging of materials such as wood, fabric and leather which results in colors changing over time or during use; (e) dye lot variations in fabric, leather or wall coverings; (f) the natural patina of leather during use; (g) "puddling" or wrinkling of fabrics, leather, or faux leather; (h) reverse crocking of dyes from clothing onto seating materials; (i) change in color (including fading) or other surface effects resulting from exposure to chemicals (such as chemicals in cleaning solutions) or exposure to sunlight or other sources of ultraviolet rays; (j) any damage, wear or failure of the Covered Product caused by the integration or use of any non-Haworth materials, components, devices or other products into or with any Covered Product; or (k) any damage, wear, or scratching to flooring from glides, casters, or other components.

What Remedies are Available?

If a purchaser makes a valid claim under this Limited Warranty for a Defect to a Covered Product, Haworth, at its option, will either (a) repair the Covered Product at Haworth's cost, (b) replace the Covered Product at Haworth's cost with a new or refurbished product with comparable function and performance, or (c) refund or credit the purchase price of the Covered Product (excluding taxes, duties, fees, and other amounts). All repair and replacement work will be performed by Haworth or a third party engaged by Haworth to perform the specific repair or replacement work relating to the Defect; repair or replacement work performed by any other person will void this Warranty. Haworth will not be responsible for any cost or expenses incurred by the purchaser relating to repair or replacement of a Covered Product due to a Defect, including without limitation freight, insurance, inspection, storage and similar costs and expenses. Any Covered Product that is replaced or whose purchase price is refunded or credited will become the sole and exclusive property of Haworth.

What Conditions Apply?

All the following conditions must be satisfied to make a valid claim under this Limited Warranty for a Defect to a Covered Product:

- the purchaser must have notified Haworth in writing of the Defect within 30 days after the purchaser first learns or has notice of the Defect, and in any event not later than three (3) business days after the last day of the applicable warranty period; all such notices must be sent to Haworth at One Haworth Center, Holland, Michigan 49423, Attention: Customer Service/ Warranty Claims;
- the purchaser must provide original Haworth order number and have fully complied with all instructions, requirements, and directions provided by Haworth, an Authorized Haworth Dealer or their respective agents regarding (a) the inspection, preservation or safeguarding of the Covered Product and (b) the transportation and delivery of the Covered Product to Haworth or, if directed by Haworth, to an Authorized Haworth Dealer or other party;
- the Covered Product must have been installed by Haworth or an installer certified by Haworth to install that Covered Product;
- all prior repairs of the Covered Product must have been performed by Haworth or an installer certified by Haworth to install that Covered Product;
- the repair of the Defect of the Covered Product pursuant to this Warranty must be performed by Haworth or a third party engaged by Haworth to perform the specific warranty-repair work;
- at all times the Covered Product must have been in a building that is (a) dry, fully closed-in and protected from the natural elements, and (b) adequately heated, ventilated and air conditioned to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%;
- the Covered Product must not have been modified, and the purchaser must have used and maintained the Covered Product in full conformity with all of Haworth's written specifications, instructions and guides regarding use, care, and maintenance.

- if the Covered Product is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals, and other documents and/or actions required by Haworth to assign and transfer to Haworth sole and exclusive title in the Covered Product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and

- all other conditions and requirements in or arising under this Limited Warranty, applicable law or a written agreement between Haworth and the purchaser, must have been fully satisfied.

What are the Warranty Periods?

A Covered Product's warranty period begins on the Covered Product's date of manufacture and ends on the expiration of the time period identified below for that particular Covered Product. In addition, the warranty period will automatically terminate at the time that the end-user purchaser ceases to solely own, possess, control, and use the Covered Product.

- *Lifetime.* Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the end-user purchaser continues to solely own the Covered Product.

- *Twelve (12) Years.* The following Covered Products have a 12-year warranty period:

  - seating products (excluding fabrics, tablet arms, and gel arm caps)
  - thermally fused laminates (Be_Hold Be_Hold Be)
  - Premium Textured HPL
  - wood or wood-framed products
  - Casegood mechanisms (hinges, slides, latches, glides, casters, etc.)
  - Planes®, Planes VM, Upside™, and Echo height adjustable product mechanisms[1]

- *Ten (10) Years.* The following Covered Products have a 10-year warranty period:

  - wall products (excluding door closer mechanisms, wallcoverings, locksets, markerboards, and glass)
  - Pergola products (excluding drapes, drape track hardware, PET tiles, wallcoverings, markerboards, and glass)
  - Adjustable keyboard pads and monitor arms
  - Power Base™ Electrical (excluding Power Base AI and USB receptacles)
  - products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below
  - Belong Plug Strip
  - electrical (non-USB) and A/V accessories

- *Five (5) Years.* The following Covered Products have a 5-year warranty period:

  - fabric scrims, fabric screens, vertical fabrics, and wallcoverings
  - fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines
  - leathers or faux leather
  - vertical use markerboard laminates
  - user-adjustable work-surface mechanisms
  - Power Base Receptacles with USB
  - tablet arms (max. load 50 pounds)
  - overhead storage unit slow-close mechanisms
  - Reed Premier™ and Adaptable LED lighting
  - glass used in Systems products[2] (vertical & horizontal)
  - Improv and X-99 gel arm caps
  - work tools and systems accessories (e.g., laptop holders and footrests)
  - Pergola PET tiles
  - Belong Power Cube and Power Suite

[1] Troubleshooting procedures provided by Haworth must be used to determine if a mechanism is defective, the associated error code needs to be included in the Service Notification. Programmable handsets required to read error codes.

[2] The tempering process for glass results in stronger glass and allows it to fracture into smaller, less harmful pieces when it breaks. Tempered glass often is referred to as "safety glass" because of this breakage feature. Although stronger, it is still important to handle tempered glass with care and avoid impact damage. Small impurities introduced during the tempering process or damage to edges during handling or use can result in spontaneous glass breakage at unpredictable times and are excluded from warranty coverage.

- *Three (3) Years.* The following Covered Products have a 3-year warranty period:

  - Power Base AI Electrical product
  - painted MDF product
  - USB retrofit kits or products incorporating USB charging outlets (Except Power Base)
  - wall product locksets
  - fabrics rated General Contract (a) under the Association of Contract Textiles Guideline

- *Two (2) Years.* The following Covered Products have a 2-year warranty period:

  - walls door closer mechanisms
  - Pergola drapes and associated track hardware
  - products manufactured of Polyethylene Terephthalate (PET) excluding Pergola tiles

- *One (1) Year.* The following Covered Products have a 1-year warranty period:

  - horizontal use markerboard laminates
  - acrylic tops/surfaces
  - soft palm rests
  - electronic locks and components
  - tablet markerboards
  - mouse pad inserts
  - Translucent edging
  - glass used in walls product (see note [2] above for more details and exclusions)
  - Openest™ Plume Screens

- *No Warranty.* The following Products and conditions are excluded from the definition of "Covered Product" and not covered by this Limited Warranty:

  - acrylic or corrugated screens
  - exclusions noted or defined in sections "What Products are Covered" and "What Problems are Covered"

- *Specific Product Lines.*

  - *Tailored Solutions™.* A Covered Product that is modified under Haworth's "Tailored Solutions" program will have a warranty period that is the same as the standard catalog product that is modified; however, any material modification of the standard catalog product's features, construction, function, or aesthetics will have a 1-year warranty period.

  - *Haworth Healthcare Products.* The warranty period of a Covered Product within the Haworth Healthcare line of products is as follows (textiles and coverings are not covered by this Limited Warranty):

    - Five (5) Years.
      - ✓ guest seating
    - Three (3) Years.
      - ✓ standard glides
      - ✓ standard casters
      - ✓ exam room stools
      - ✓ overbed tables
      - ✓ sleeper sofas
    - Two (2) Years.
      - ✓ gas cylinders
    - One (1) Year.
      - ✓ Thermofoil and Kydex arm caps
      - ✓ Thermofoil tops
      - ✓ central locking casters
      - ✓ recliner and lift chair motors
      - ✓ motion mechanisms
      - ✓ heat/massage
      - ✓ recliner options

- *Haworth Collection Products.* The warranty period of a Covered Product within the Haworth Collection line of products, including those manufactured outside of North America and sold to a customer based or located in North America, is as follows (textiles and coverings are not covered by this Limited Warranty):

  - Twelve (12) Years.
    - ✓ Haworth seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, and plastic components)
    - ✓ Haworth wood or wood-framed products
  - Five (5) Years.
    - ✓ Cappellini products manufactured in North America
    - ✓ Haworth products imported from Europe unless noted for shorter terms
    - ✓ Pablo Designs products
  - Three (3) Years.
    - ✓ GAN products
    - ✓ JANUS et Cie seating frames and table frames (excludes cushions, fabrics, frame finish, and glass)
  - Two (2) Years.
    - ✓ Cappellini products imported from Europe
    - ✓ Cassina products imported from Europe
    - ✓ Poltrona Frau products imported from Europe
    - ✓ BuzziSpace products
    - ✓ Hushoffice products imported from Europe
  - One (1) Year.
    - ✓ JANUS et Cie umbrellas and umbrella base

  - Emeco Products

    For Emeco warranty information please: click here

- *Service Parts* – Haworth authorized service parts installed on a Covered Product will be covered by this Limited Warranty for the remaining balance of the warranty period for that Covered Product, so long as the service part was installed by Haworth or an installed certified by Haworth to in install that Covered Product.

GENERAL TERMS

This Product Compatibility and Limited Warranty Policy extends solely to end-user purchasers of Covered Products and not to their successors, assigns, employees, agents, or affiliates. This Policy is not assignable or transferable in whole or in part, whether voluntarily, by operation of law or otherwise, and any purported assignment or transfer will be void.

All determinations regarding the scope, applicability, and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by Haworth in its discretion. All such determinations made by Haworth will be final, non-appealable and binding on all persons.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, HAWORTH DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE.

AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT HAWORTH'S OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT SHALL HAWORTH OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

Applies to U.S. only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the immediately preceding paragraph may not apply to a purchaser. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights which vary from state to state.

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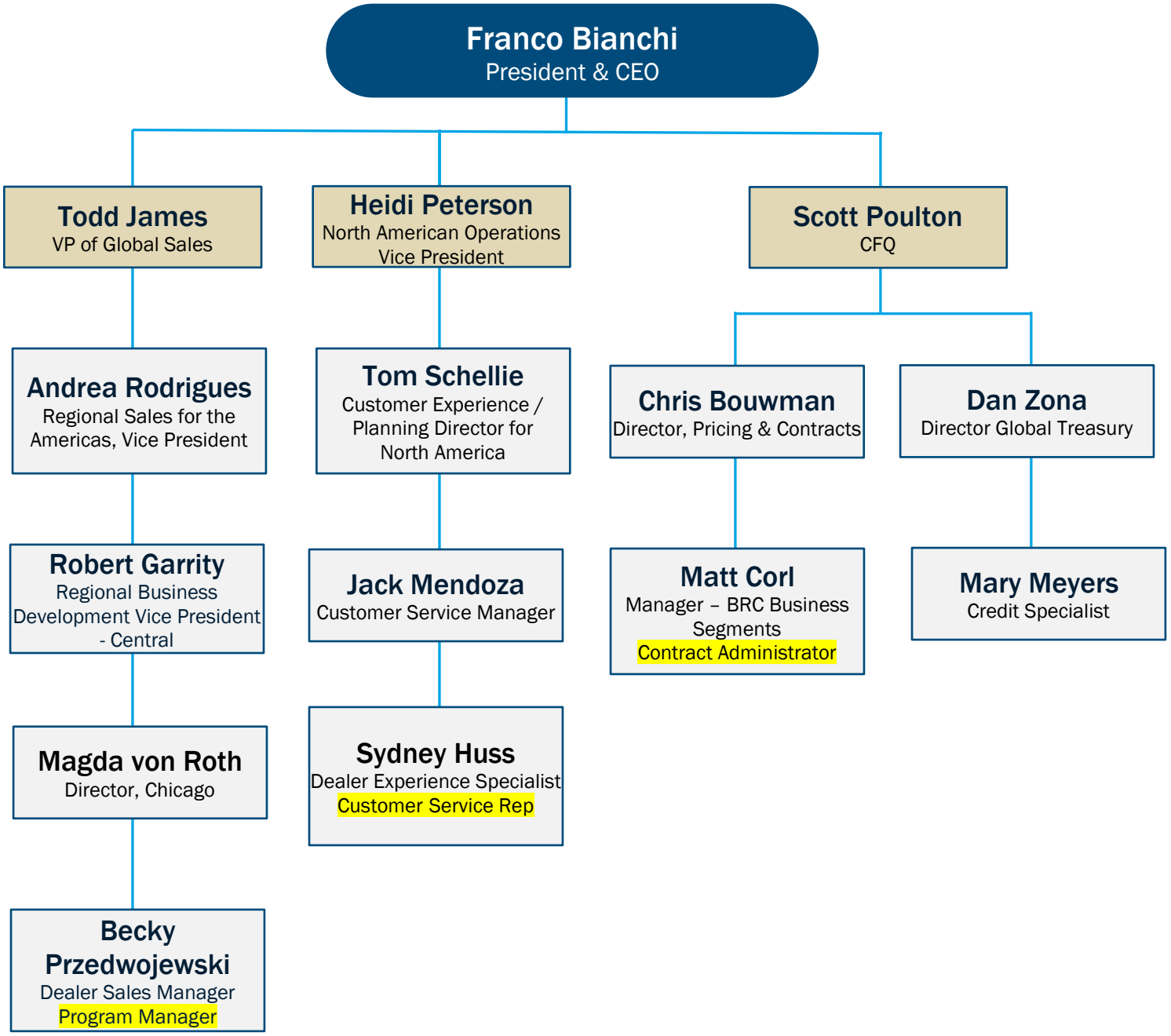
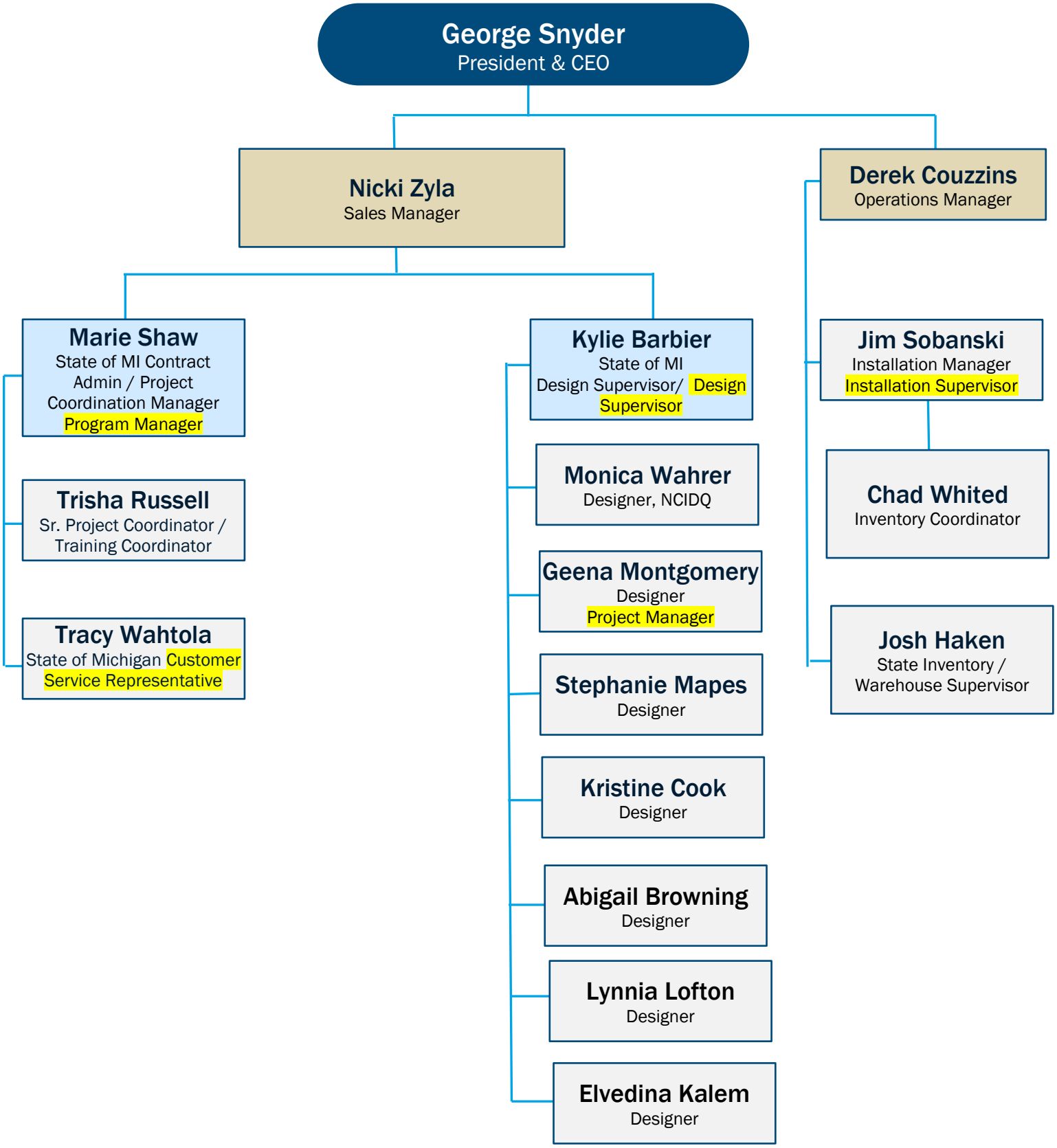
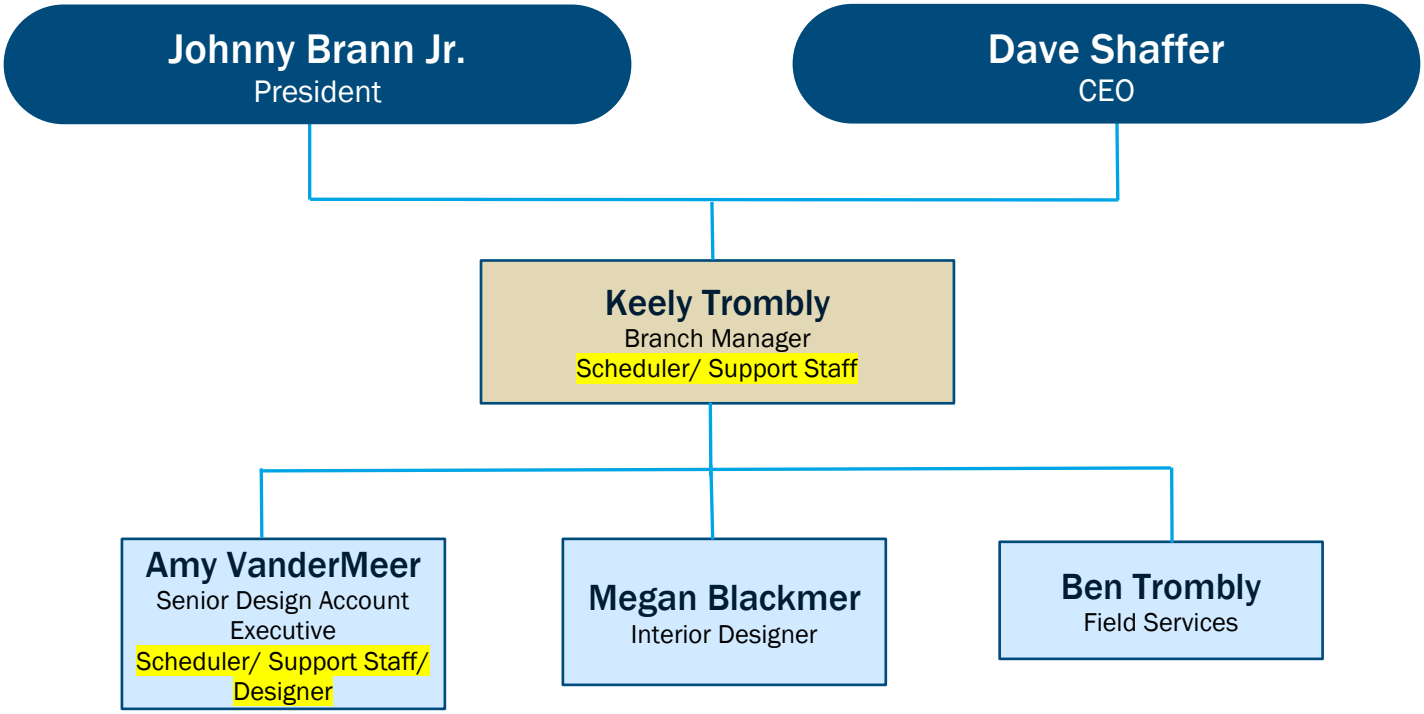
Haworth Organization Chart



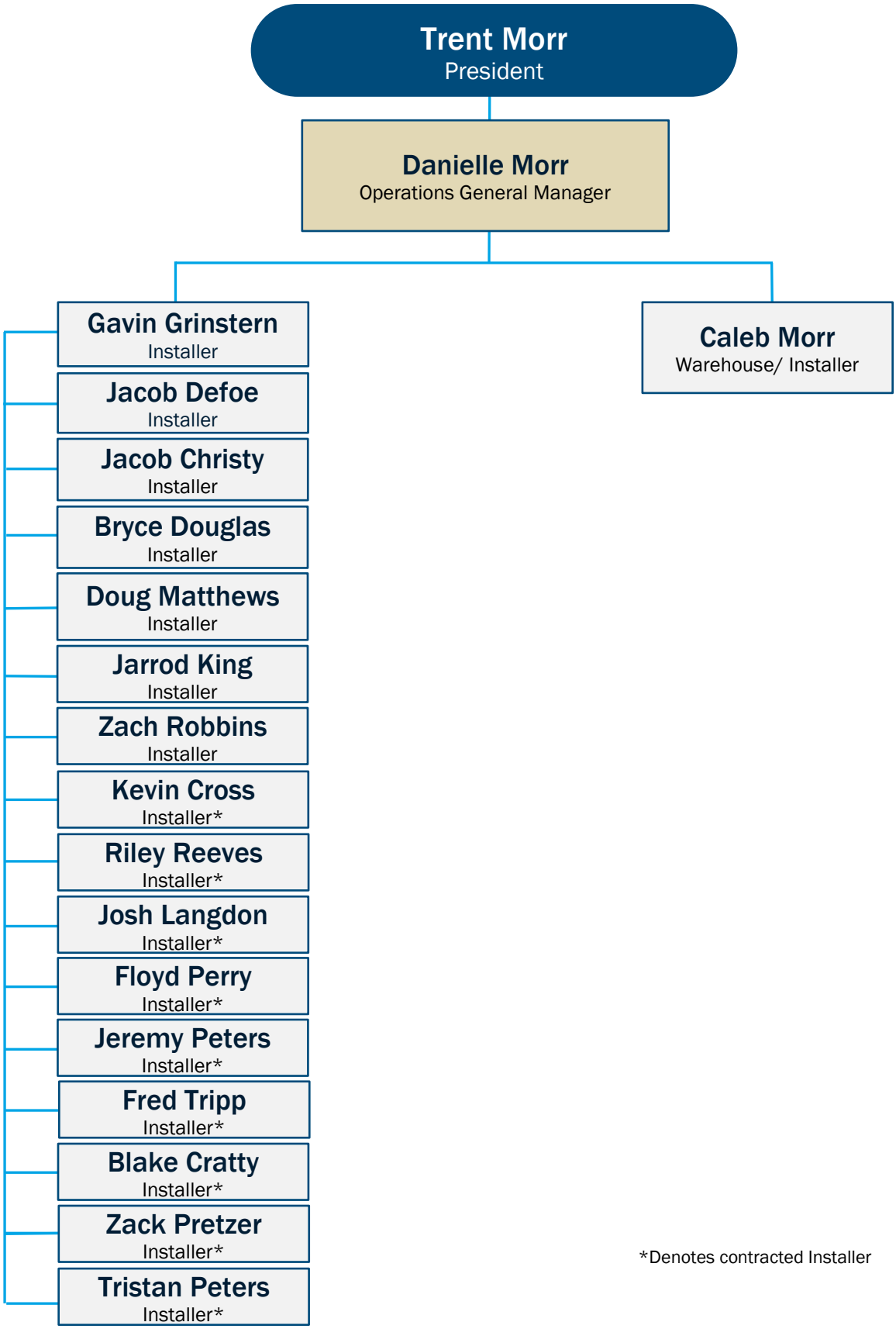
DBI Organization Chart



Interphase/ Traverse City Organization Chart

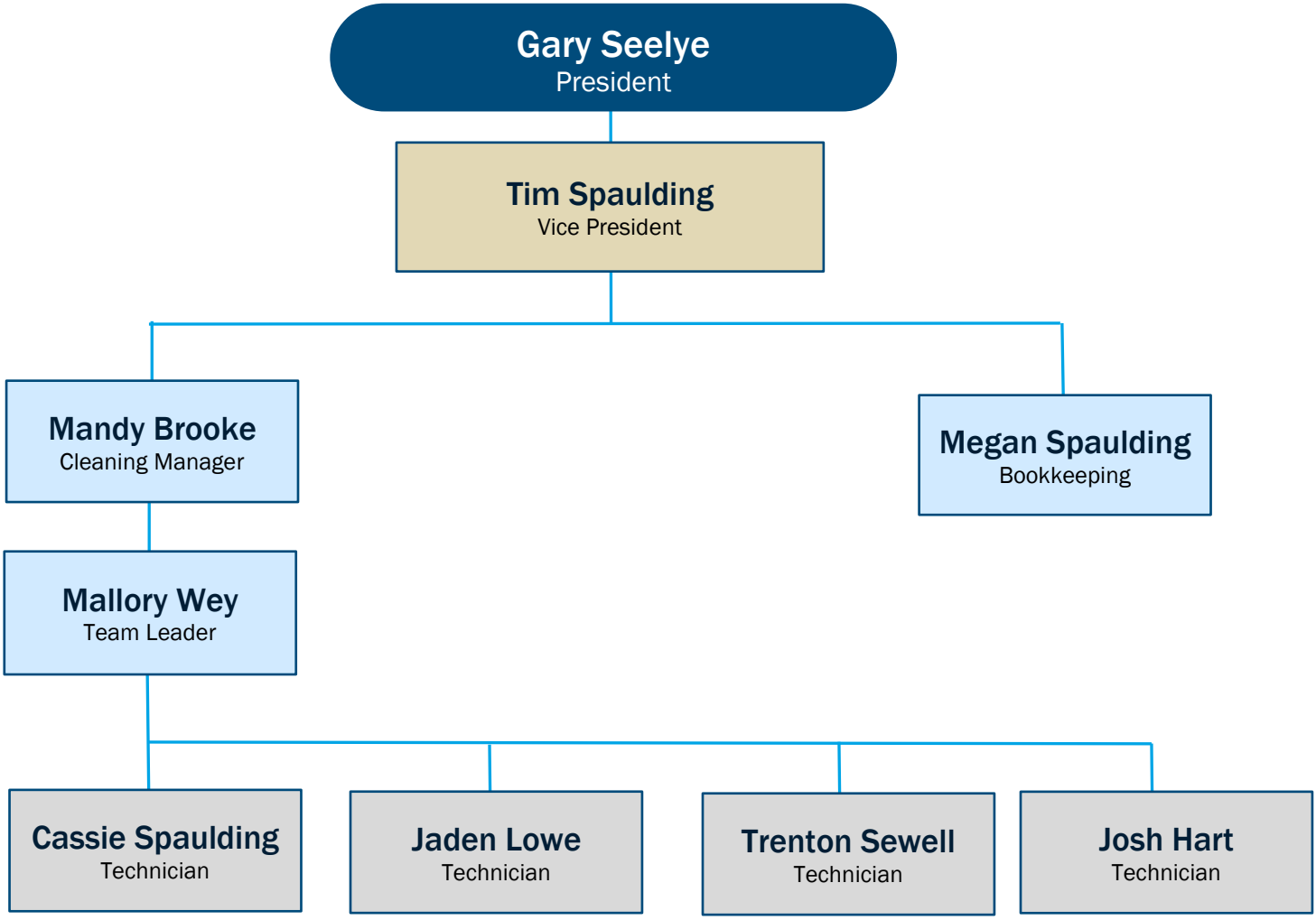


SIG Organization Chart



*Denotes contracted Installer

Fresh Tracks Organization Chart



F.D. Hayes Organization Chart

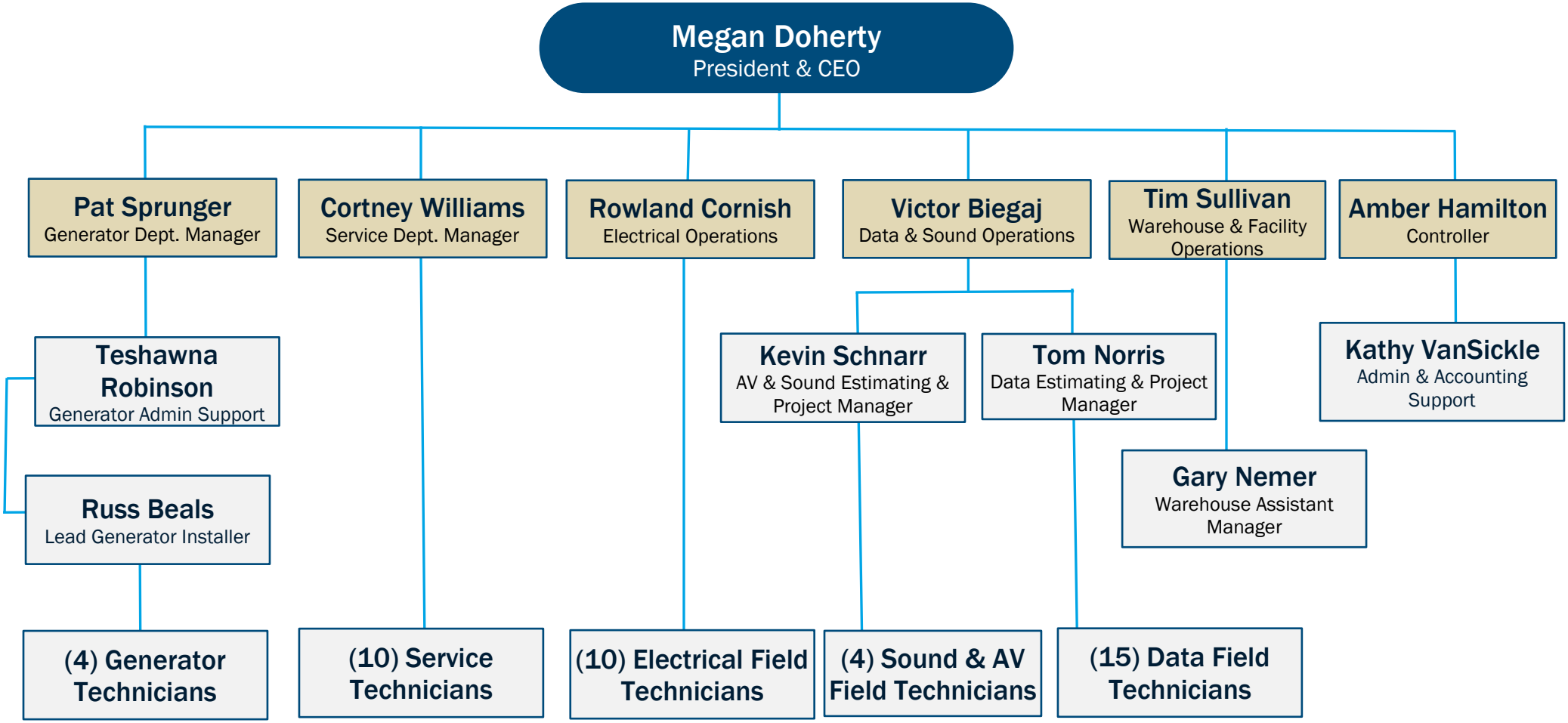


Exhibit 1-A

PREA STANDARDS – FINAL
Adult Prisons and Jails

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§ 115.5 General definitions.

For purposes of this part, the term—

Agency means the unit of a State, local, corporate, or nonprofit authority, or of the Department of Justice, with direct responsibility for the operation of any facility that confines inmates, detainees, or residents, including the implementation of policy as set by the governing, corporate, or nonprofit authority.

Agency head means the principal official of an agency.

Community confinement facility means a community treatment center, halfway house, restitution center, mental health facility, alcohol or drug rehabilitation center, or other community correctional facility (including residential re-entry centers), other than a juvenile facility, in which individuals reside as part of a term of imprisonment or as a condition of pre-trial release or post-release supervision, while participating in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility-approved programs during nonresidential hours.

Contractor means a person who provides services on a recurring basis pursuant to a contractual agreement with the agency.

Detainee means any person detained in a lockup, regardless of adjudication status.

Direct staff supervision means that security staff are in the same room with, and within reasonable hearing distance of, the resident or inmate.

Employee means a person who works directly for the agency or facility.

Exigent circumstances means any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.

Facility means a place, institution, building (or part thereof), set of buildings, structure, or area (whether or not enclosing a building or set of buildings) that is used by an agency for the confinement of individuals.

Facility head means the principal official of a facility.

Full compliance means compliance with all material requirements of each standard except for *de minimis* violations, or discrete and temporary violations during otherwise sustained periods of compliance.

Gender nonconforming means a person whose appearance or manner does not conform to traditional societal gender expectations.

Inmate means any person incarcerated or detained in a prison or jail.

Intersex means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

Jail means a confinement facility of a Federal, State, or local law enforcement agency whose primary use is to hold persons pending adjudication of criminal charges, persons committed to confinement after

adjudication of criminal charges for sentences of one year or less, or persons adjudicated guilty who are awaiting transfer to a correctional facility.

Juvenile means any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail.

Juvenile facility means a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

Law enforcement staff means employees responsible for the supervision and control of detainees in lockups.

Lockup means a facility that contains holding cells, cell blocks, or other secure enclosures that are:
(1) Under the control of a law enforcement, court, or custodial officer; and
(2) Primarily used for the temporary confinement of individuals who have recently been arrested, detained, or are being transferred to or from a court, jail, prison, or other agency.

Medical practitioner means a health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A "qualified medical practitioner" refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Mental health practitioner means a mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A "qualified mental health practitioner" refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Pat-down search means a running of the hands over the clothed body of an inmate, detainee, or resident by an employee to determine whether the individual possesses contraband.

Prison means an institution under Federal or State jurisdiction whose primary use is for the confinement of individuals convicted of a serious crime, usually in excess of one year in length, or a felony.

Resident means any person confined or detained in a juvenile facility or in a community confinement facility.

Secure juvenile facility means a juvenile facility in which the movements and activities of individual residents may be restricted or subject to control through the use of physical barriers or intensive staff supervision. A facility that allows residents access to the community to achieve treatment or correctional objectives, such as through educational or employment programs, typically will not be considered to be a secure juvenile facility.

Security staff means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

Staff means employees.

Strip search means a search that requires a person to remove or arrange some or all clothing so as to permit a visual inspection of the person's breasts, buttocks, or genitalia.

Transgender means a person whose gender identity (*i.e.*, internal sense of feeling male or female) is different from the person's assigned sex at birth.

Substantiated allegation means an allegation that was investigated and determined to have occurred.

Unfounded allegation means an allegation that was investigated and determined not to have occurred.

Unsubstantiated allegation means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

Volunteer means an individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency.

Youthful inmate means any person under the age of 18 who is under adult court supervision and incarcerated or detained in a prison or jail.

Youthful detainee means any person under the age of 18 who is under adult court supervision and detained in a lockup.

§ 115.6 Definitions related to sexual abuse.

For purposes of this part, the term—

Sexual abuse includes—
(1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
(2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:
(1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(2) Contact between the mouth and the penis, vulva, or anus;
(3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
(4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident:
(1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(2) Contact between the mouth and the penis, vulva, or anus;
(3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
(4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

(5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
(6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
(7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
(8) Voyeurism by a staff member, contractor, or volunteer.

Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

Sexual harassment includes—
(1) Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
(2) Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Prevention Planning *§ 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.*
(a) An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency's approach to preventing, detecting, and responding to such conduct.
(b) An agency shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities.
(c) Where an agency operates more than one facility, each facility shall designate a PREA compliance manager with sufficient time and authority to coordinate the facility's efforts to comply with the PREA standards.
Prevention Planning *§ 115.12 Contracting with other entities for the confinement of inmates.*
(a) A public agency that contracts for the confinement of its inmates with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
(b) Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
Prevention Planning *§ 115.13 Supervision and monitoring.*
(a) The agency shall ensure that each facility it operates shall develop, document, and make its best efforts to comply on a regular basis with a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect inmates against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration: (1) Generally accepted detention and correctional practices; (2) Any judicial findings of inadequacy; (3) Any findings of inadequacy from Federal investigative agencies; (4) Any findings of inadequacy from internal or external oversight bodies; (5) All components of the facility's physical plant (including "blind-spots" or areas where staff or inmates may be isolated); (6) The composition of the inmate population; (7) The number and placement of supervisory staff; (8) Institution programs occurring on a particular shift; (9) Any applicable State or local laws, regulations, or standards; (10) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and (11) Any other relevant factors.
(b) In circumstances where the staffing plan is not complied with, the facility shall document and justify all deviations from the plan.
(c) Whenever necessary, but no less frequently than once each year, for each facility the agency operates, in consultation with the PREA coordinator required by § 115.11, the agency shall assess, determine, and document whether adjustments are needed to: (1) The staffing plan established pursuant to paragraph (a) of this section; (2) The facility's deployment of video monitoring systems and other monitoring technologies; and (3) The resources the facility has available to commit to ensure adherence to the staffing plan.
(d) Each agency operating a facility shall implement a policy and practice of having intermediate-level or higher-level supervisors conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment. Such policy and practice shall be implemented for night shifts as well as day shifts. Each agency shall have a policy to prohibit staff from alerting other staff members

that these supervisory rounds are occurring, unless such announcement is related to the legitimate operational functions of the facility.

Prevention Planning *§ 115.14 Youthful inmates.*
(a) A youthful inmate shall not be placed in a housing unit in which the youthful inmate will have sight, sound, or physical contact with any adult inmate through use of a shared dayroom or other common space, shower area, or sleeping quarters.
(b) In areas outside of housing units, agencies shall either: (1) maintain sight and sound separation between youthful inmates and adult inmates, or (2) provide direct staff supervision when youthful inmates and adult inmates have sight, sound, or physical contact.
(c) Agencies shall make best efforts to avoid placing youthful inmates in isolation to comply with this provision. Absent exigent circumstances, agencies shall not deny youthful inmates daily large-muscle exercise and any legally required special education services to comply with this provision. Youthful inmates shall also have access to other programs and work opportunities to the extent possible.
Prevention Planning *§ 115.15 Limits to cross-gender viewing and searches.*
(a) The facility shall not conduct cross-gender strip searches or cross-gender visual body cavity searches (meaning a search of the anal or genital opening) except in exigent circumstances or when performed by medical practitioners.
(b) As of [INSERT DATE 3 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], or [INSERT DATE 5 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER] for a facility whose rated capacity does not exceed 50 inmates, the facility shall not permit cross-gender pat-down searches of female inmates, absent exigent circumstances. Facilities shall not restrict female inmates' access to regularly available programming or other out-of-cell opportunities in order to comply with this provision.
(c) The facility shall document all cross-gender strip searches and cross-gender visual body cavity searches, and shall document all cross-gender pat-down searches of female inmates.
(d) The facility shall implement policies and procedures that enable inmates to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an inmate housing unit.
(e) The facility shall not search or physically examine a transgender or intersex inmate for the sole purpose of determining the inmate's genital status. If the inmate's genital status is unknown, it may be determined during conversations with the inmate, by reviewing medical records, or, if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner.
(f) The agency shall train security staff in how to conduct cross-gender pat-down searches, and searches of transgender and intersex inmates, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.
Prevention Planning *§ 115.16 Inmates with disabilities and inmates who are limited English proficient.*
(a) The agency shall take appropriate steps to ensure that inmates with disabilities (including, for example, inmates who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps shall include, when necessary to ensure effective communication with inmates who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency shall ensure that written materials are provided in formats or through methods that ensure effective communication with inmates with disabilities, including inmates

who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans With Disabilities Act, 28 CFR 35.164.
(b) The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to inmates who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
(c) The agency shall not rely on inmate interpreters, inmate readers, or other types of inmate assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the inmate's safety, the performance of first-response duties under § 115.64, or the investigation of the inmate's allegations.
Prevention Planning *§ 115.17 Hiring and promotion decisions.*
(a) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor who may have contact with inmates, who— (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.
(b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with inmates.
(c) Before hiring new employees who may have contact with inmates, the agency shall: (1) Perform a criminal background records check; and (2) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.
(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.
(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.
(f) The agency shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.
(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.
(h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.
Prevention Planning *§ 115.18 Upgrades to facilities and technologies.*

(a) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect inmates from sexual abuse.
(b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the agency shall consider how such technology may enhance the agency's ability to protect inmates from sexual abuse.
Responsive Planning *§ 115.21 Evidence protocol and forensic medical examinations.*
(a) To the extent the agency is responsible for investigating allegations of sexual abuse, the agency shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.
(b) The protocol shall be developmentally appropriate for youth where applicable, and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011.
(c) The agency shall offer all victims of sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The agency shall document its efforts to provide SAFEs or SANEs.
(d) The agency shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall make available to provide these services a qualified staff member from a community-based organization, or a qualified agency staff member. Agencies shall document efforts to secure services from rape crisis centers. For the purpose of this standard, a rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C. 14043g(b)(2)(C), to victims of sexual assault of all ages. The agency may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.
(e) As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.
(f) To the extent the agency itself is not responsible for investigating allegations of sexual abuse, the agency shall request that the investigating agency follow the requirements of paragraphs (a) through (e) of this section.
(g) The requirements of paragraphs (a) through (f) of this section shall also apply to: (1) Any State entity outside of the agency that is responsible for investigating allegations of sexual abuse in prisons or jails; and (2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in prisons or jails.
(h) For the purposes of this section, a qualified agency staff member or a qualified community-based staff member shall be an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues in general.
Responsive Planning *§ 115.22 Policies to ensure referrals of allegations for investigations.*

(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.
(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.
(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
Training and Education *§ 115.31 Employee training.*
(a) The agency shall train all employees who may have contact with inmates on: (1) Its zero-tolerance policy for sexual abuse and sexual harassment; (2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures; (3) Inmates' right to be free from sexual abuse and sexual harassment; (4) The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment; (5) The dynamics of sexual abuse and sexual harassment in confinement; (6) The common reactions of sexual abuse and sexual harassment victims; (7) How to detect and respond to signs of threatened and actual sexual abuse; (8) How to avoid inappropriate relationships with inmates; (9) How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and (10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.
(b) Such training shall be tailored to the gender of the inmates at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male inmates to a facility that houses only female inmates, or vice versa.
(c) All current employees who have not received such training shall be trained within one year of the effective date of the PREA standards, and the agency shall provide each employee with refresher training every two years to ensure that all employees know the agency's current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the agency shall provide refresher information on current sexual abuse and sexual harassment policies.
(d) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.
Training and Education *§ 115.32 Volunteer and contractor training.*
(a) The agency shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.
(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with inmates, but all volunteers and contractors who have

contact with inmates shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.
Training and Education *§ 115.33 Inmate education.*
(a) During the intake process, inmates shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.
(b) Within 30 days of intake, the agency shall provide comprehensive education to inmates either in person or through video regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.
(c) Current inmates who have not received such education shall be educated within one year of the effective date of the PREA standards, and shall receive education upon transfer to a different facility to the extent that the policies and procedures of the inmate's new facility differ from those of the previous facility.
(d) The agency shall provide inmate education in formats accessible to all inmates, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled, as well as to inmates who have limited reading skills.
(e) The agency shall maintain documentation of inmate participation in these education sessions.
(f) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to inmates through posters, inmate handbooks, or other written formats.
Training and Education *§ 115.34 Specialized training: Investigations.*
(a) In addition to the general training provided to all employees pursuant to § 115.31, the agency shall ensure that, to the extent the agency itself conducts sexual abuse investigations, its investigators have received training in conducting such investigations in confinement settings.
(b) Specialized training shall include techniques for interviewing sexual abuse victims, proper use of Miranda and Garrity warnings, sexual abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.
(c) The agency shall maintain documentation that agency investigators have completed the required specialized training in conducting sexual abuse investigations.
(d) Any State entity or Department of Justice component that investigates sexual abuse in confinement settings shall provide such training to its agents and investigators who conduct such investigations.
Training and Education *§ 115.35 Specialized training: Medical and mental health care.*
(a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in: (1) How to detect and assess signs of sexual abuse and sexual harassment; (2) How to preserve physical evidence of sexual abuse; (3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and (4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
(b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.
(c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.

(d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.31 or for contractors and volunteers under § 115.32, depending upon the practitioner's status at the agency.
Screening for Risk of Sexual Victimization and Abusiveness *§ 115.41 Screening for risk of victimization and abusiveness.*
(a) All inmates shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other inmates or sexually abusive toward other inmates.
(b) Intake screening shall ordinarily take place within 72 hours of arrival at the facility.
(c) Such assessments shall be conducted using an objective screening instrument.
(d) The intake screening shall consider, at a minimum, the following criteria to assess inmates for risk of sexual victimization: (1) Whether the inmate has a mental, physical, or developmental disability; (2) The age of the inmate; (3) The physical build of the inmate; (4) Whether the inmate has previously been incarcerated; (5) Whether the inmate's criminal history is exclusively nonviolent; (6) Whether the inmate has prior convictions for sex offenses against an adult or child; (7) Whether the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming; (8) Whether the inmate has previously experienced sexual victimization; (9) The inmate's own perception of vulnerability; and (10) Whether the inmate is detained solely for civil immigration purposes.
(e) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the agency, in assessing inmates for risk of being sexually abusive.
(f) Within a set time period, not to exceed 30 days from the inmate's arrival at the facility, the facility will reassess the inmate's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.
(g) An inmate's risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the inmate's risk of sexual victimization or abusiveness.
(h) Inmates may not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (d)(1), (d)(7), (d)(8), or (d)(9) of this section.
(i) The agency shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the inmate's detriment by staff or other inmates.
Screening for Risk of Sexual Victimization and Abusiveness *§ 115.42 Use of screening information.*
(a) The agency shall use information from the risk screening required by § 115.41 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually abusive.
(b) The agency shall make individualized determinations about how to ensure the safety of each inmate.
(c) In deciding whether to assign a transgender or intersex inmate to a facility for male or female inmates, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the inmate's health and safety, and whether the placement would present management or security problems.
(d) Placement and programming assignments for each transgender or intersex inmate shall be reassessed at least twice each year to review any threats to safety experienced by the inmate.

(e) A transgender or intersex inmate's own views with respect to his or her own safety shall be given serious consideration.
(f) Transgender and intersex inmates shall be given the opportunity to shower separately from other inmates.
(g) The agency shall not place lesbian, gay, bisexual, transgender, or intersex inmates in dedicated facilities, units, or wings solely on the basis of such identification or status, unless such placement is in a dedicated facility, unit, or wing established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such inmates.
Screening for Risk of Sexual Victimization and Abusiveness *§ 115.43 Protective custody.*
(a) Inmates at high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers. If a facility cannot conduct such an assessment immediately, the facility may hold the inmate in involuntary segregated housing for less than 24 hours while completing the assessment.
(b) Inmates placed in segregated housing for this purpose shall have access to programs, privileges, education, and work opportunities to the extent possible. If the facility restricts access to programs, privileges, education, or work opportunities, the facility shall document: (1) The opportunities that have been limited; (2) The duration of the limitation; and (3) The reasons for such limitations.
(c) The facility shall assign such inmates to involuntary segregated housing only until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
(d) If an involuntary segregated housing assignment is made pursuant to paragraph (a) of this section, the facility shall clearly document: (1) The basis for the facility's concern for the inmate's safety; and (2) The reason why no alternative means of separation can be arranged.
(e) Every 30 days, the facility shall afford each such inmate a review to determine whether there is a continuing need for separation from the general population.

Reporting *§ 115.51 Inmate reporting.*
(a) The agency shall provide multiple internal ways for inmates to privately report sexual abuse and sexual harassment, retaliation by other inmates or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
(b) The agency shall also provide at least one way for inmates to report abuse or harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse and sexual harassment to agency officials, allowing the inmate to remain anonymous upon request. Inmates detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security.
(c) Staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
(d) The agency shall provide a method for staff to privately report sexual abuse and sexual harassment of inmates.
Reporting *§ 115.52 Exhaustion of administrative remedies.*
(a) An agency shall be exempt from this standard if it does not have administrative procedures to address inmate grievances regarding sexual abuse.
(b)(1) The agency shall not impose a time limit on when an inmate may submit a grievance regarding an allegation of sexual abuse. (2) The agency may apply otherwise-applicable time limits to any portion of a grievance that does not allege an incident of sexual abuse. (3) The agency shall not require an inmate to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse. (4) Nothing in this section shall restrict the agency's ability to defend against an inmate lawsuit on the ground that the applicable statute of limitations has expired.
(c) The agency shall ensure that— (1) An inmate who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and (2) Such grievance is not referred to a staff member who is the subject of the complaint.
(d)(1) The agency shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance. (2) Computation of the 90-day time period shall not include time consumed by inmates in preparing any administrative appeal. (3) The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the inmate in writing of any such extension and provide a date by which a decision will be made. (4) At any level of the administrative process, including the final level, if the inmate does not receive a response within the time allotted for reply, including any properly noticed extension, the inmate may consider the absence of a response to be a denial at that level.
(e)(1) Third parties, including fellow inmates, staff members, family members, attorneys, and outside advocates, shall be permitted to assist inmates in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of inmates. (2) If a third party files such a request on behalf of an inmate, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process.

(3) If the inmate declines to have the request processed on his or her behalf, the agency shall document the inmate's decision.
(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that an inmate is subject to a substantial risk of imminent sexual abuse. (2) After receiving an emergency grievance alleging an inmate is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency's determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.
(g) The agency may discipline an inmate for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the inmate filed the grievance in bad faith.
Reporting *§ 115.53 Inmate access to outside confidential support services.*
(a) The facility shall provide inmates with access to outside victim advocates for emotional support services related to sexual abuse by giving inmates mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and, for persons detained solely for civil immigration purposes, immigrant services agencies. The facility shall enable reasonable communication between inmates and these organizations and agencies, in as confidential a manner as possible.
(b) The facility shall inform inmates, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.
(c) The agency shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide inmates with confidential emotional support services related to sexual abuse. The agency shall maintain copies of agreements or documentation showing attempts to enter into such agreements.
Reporting *§ 115.54 Third-party reporting.*
The agency shall establish a method to receive third-party reports of sexual abuse and sexual harassment and shall distribute publicly information on how to report sexual abuse and sexual harassment on behalf of an inmate.
Official Response Following an Inmate Report *§ 115.61 Staff and agency reporting duties.*
(a) The agency shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; retaliation against inmates or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
(b) Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions.
(c) Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse pursuant to paragraph (a) of this section and to inform inmates of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services.
(d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.

(e) The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility's designated investigators.
Official Response Following an Inmate Report *§ 115.62 Agency protection duties.*
When an agency learns that an inmate is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the inmate.
Official Response Following an Inmate Report *§ 115.63 Reporting to other confinement facilities.*
(a) Upon receiving an allegation that an inmate was sexually abused while confined at another facility, the head of the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.
(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
(c) The agency shall document that it has provided such notification.
(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.
Official Response Following an Inmate Report *§ 115.64 Staff first responder duties.*
(a) Upon learning of an allegation that an inmate was sexually abused, the first security staff member to respond to the report shall be required to: (1) Separate the alleged victim and abuser; (2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; (3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and (4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff.
Official Response Following an Inmate Report *§ 115.65 Coordinated response.*
The facility shall develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.
Official Response Following an Inmate Report *§ 115.66 Preservation of ability to protect inmates from contact with abusers.*
(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any inmates pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.
(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern: (1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.72 and 115.76; or

(2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member's personnel file following a determination that the allegation of sexual abuse is not substantiated.
Official Response Following an Inmate Report *§ 115.67 Agency protection against retaliation.*
(a) The agency shall establish a policy to protect all inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other inmates or staff, and shall designate which staff members or departments are charged with monitoring retaliation.
(b) The agency shall employ multiple protection measures, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by inmates or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any inmate disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.
(d) In the case of inmates, such monitoring shall also include periodic status checks.
(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.
(f) An agency's obligation to monitor shall terminate if the agency determines that the allegation is unfounded.
Official Response Following an Inmate Report *§ 115.68 Post-allegation protective custody.*
Any use of segregated housing to protect an inmate who is alleged to have suffered sexual abuse shall be subject to the requirements of § 115.43.
Investigations *§ 115.71 Criminal and administrative agency investigations.*
(a) When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports.
(b) Where sexual abuse is alleged, the agency shall use investigators who have received special training in sexual abuse investigations pursuant to § 115.34.
(c) Investigators shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.
(d) When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.
(e) The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as inmate or staff. No agency shall require an inmate who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.
(f) Administrative investigations: (1) Shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and

(2) Shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings.
(g) Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
(h) Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.
(i) The agency shall retain all written reports referenced in paragraphs (f) and (g) of this section for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.
(j) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
(k) Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.
(l) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.
Investigations *§ 115.72 Evidentiary standard for administrative investigations.*
The agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.
Investigations *§ 115.73 Reporting to inmates.*
(a) Following an investigation into an inmate's allegation that he or she suffered sexual abuse in an agency facility, the agency shall inform the inmate as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.
(b) If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the inmate.
(c) Following an inmate's allegation that a staff member has committed sexual abuse against the inmate, the agency shall subsequently inform the inmate (unless the agency has determined that the allegation is unfounded) whenever: (1) The staff member is no longer posted within the inmate's unit; (2) The staff member is no longer employed at the facility; (3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or (4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.
(d) Following an inmate's allegation that he or she has been sexually abused by another inmate, the agency shall subsequently inform the alleged victim whenever: (1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or (2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
(e) All such notifications or attempted notifications shall be documented.
(f) An agency's obligation to report under this standard shall terminate if the inmate is released from the agency's custody.
Discipline *§ 115.76 Disciplinary sanctions for staff.*
(a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.
(b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.

(c) Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.
(d) All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.
Discipline *§ 115.77 Corrective action for contractors and volunteers.*
(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.
Discipline *§ 115.78 Disciplinary sanctions for inmates.*
(a) Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.
(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate's disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.
(c) The disciplinary process shall consider whether an inmate's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to participate in such interventions as a condition of access to programming or other benefits.
(e) The agency may discipline an inmate for sexual contact with staff only upon a finding that the staff member did not consent to such contact.
(f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
(g) An agency may, in its discretion, prohibit all sexual activity between inmates and may discipline inmates for such activity. An agency may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.
Medical and Mental Care *§ 115.81 Medical and mental health screenings; history of sexual abuse.*
(a) If the screening pursuant to § 115.41 indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(b) If the screening pursuant to § 115.41 indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.
(c) If the screening pursuant to § 115.41 indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that

the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(d) Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law.
(e) Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.
Medical and Mental Care *§ 115.82 Access to emergency medical and mental health services.*
(a) Inmate victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
(b) If no qualified medical or mental health practitioners are on duty at the time a report of recent abuse is made, security staff first responders shall take preliminary steps to protect the victim pursuant to § 115.62 and shall immediately notify the appropriate medical and mental health practitioners.
(c) Inmate victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.
(d) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
Medical and Mental Care *§ 115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.*
(a) The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.
(b) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
(c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
(d) Inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.
(e) If pregnancy results from the conduct described in paragraph (d) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
(f) Inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.
(g) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
(h) All prisons shall attempt to conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
Data Collection and Review *§ 115.86 Sexual abuse incident reviews.*
(a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.
(b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.

(c) The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.
(d) The review team shall: (1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse; (2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility; (3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse; (4) Assess the adequacy of staffing levels in that area during different shifts; (5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and (6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement and submit such report to the facility head and PREA compliance manager.
(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.
Data Collection and Review *§ 115.87 Data collection.*
(a) The agency shall collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions.
(b) The agency shall aggregate the incident-based sexual abuse data at least annually.
(c) The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.
(d) The agency shall maintain, review, and collect data as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews.
(e) The agency also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its inmates.
(f) Upon request, the agency shall provide all such data from the previous calendar year to the Department of Justice no later than June 30.
Data Collection and Review *§ 115.88 Data review for corrective action.*
(a) The agency shall review data collected and aggregated pursuant to § 115.87 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by: (1) Identifying problem areas; (2) Taking corrective action on an ongoing basis; and (3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.
(b) Such report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.
(c) The agency's report shall be approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means.
(d) The agency may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility, but must indicate the nature of the material redacted.
Data Collection and Review *§ 115.89 Data storage, publication, and destruction.*

(a) The agency shall ensure that data collected pursuant to § 115.87 are securely retained.
(b) The agency shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means.
(c) Before making aggregated sexual abuse data publicly available, the agency shall remove all personal identifiers.
(d) The agency shall maintain sexual abuse data collected pursuant to § 115.87 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.
Audits *§ 115.93 Audits of standards.*
The agency shall conduct audits pursuant to §§ 115.401–.405.
Auditing and Corrective Action *§ 115.401 Frequency and scope of audits.*
(a) During the three-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.
(b) During each one-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.
(c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.
(d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.
(e) The agency shall bear the burden of demonstrating compliance with the standards.
(f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
(g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
(h) The auditor shall have access to, and shall observe, all areas of the audited facilities.
(i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
(j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
(k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators.
(l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited.
(m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.
(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

Auditing and Corrective Action *§ 115.402 Auditor qualifications.*
(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience.
(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.
Auditing and Corrective Action *§ 115.403 Audit contents and findings.*
(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.
(f) The agency shall ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public.
Auditing and Corrective Action *§ 115.404 Audit corrective action plan.*
(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.
(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.
(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.
(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that is has achieved compliance.
Auditing and Corrective Action *§ 115.405 Audit appeals.*

(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.
(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.
(c) The findings of the re-audit shall be considered final.
State Compliance *§ 115.501 State determination and certification of full compliance.*
(a) In determining pursuant to 42 U.S.C. 15607(c)(2) whether the State is in full compliance with the PREA standards, the Governor shall consider the results of the most recent agency audits.
(b) The Governor's certification shall apply to all facilities in the State under the operational control of the State's executive branch, including facilities operated by private entities on behalf of the State's executive branch.

Exhibit 1-B to Schedule A

PROGRAM A

CORRECTIONAL FACILITIES ADMINISTRATION (CFA)

SECURITY REGULATIONS

August 2014

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Module Description: This module provides standardized training and orientation training required for all contractors, vendors, skilled trades, construction workers, student interns and volunteers providing services at Correctional Facility Administration work sites. Topics included in this training program are searches, vehicles, tool control, contraband, prisoner contact, discriminatory harassment and emergencies.

Original Module Developers: *Contractual Workers Committee* Bonita Hoffner, Deputy Warden, LCF – Chairperson; Bryan Watson, Deputy Warden, ATF; Janette Price, Deputy Warden, MTU; Aaron Wemple, Assistant Deputy Warden, JCS; Steve Parks, Central Office Physical Plant; Joe Lemke, Central Office Training

Date Originally Developed - December 1998

Revisions Completed By: The Office of New Employee Training & Professional Development, Curriculum Unit with the assistance of Bonita Hoffner, Kevin Lindsey, Joe Lemke and Tom Mullaly.

Revised: August 2007; September 2010, April 2014

Target Audience: All contractors, vendors, skilled trades, construction workers, student interns and volunteers providing services at Correctional Facilities Administration work sites. Vendors who are under direct continuous supervision and/or escort are not required to attend this program.

Time Frame: Training time is 1 hour.

Materials Needed and Provided by The Facility: Computer with On-Line Training Access, Applicable Policies, Procedures and DOM's; Facility Operating Procedures.

Program Objective: At the completion of this training participants will have an understanding of security regulations necessary and that shall be followed when working in Michigan Department of Corrections work sites.

Overview of the Michigan Department of Corrections

THE MICHIGAN DEPARTMENT OF CORRECTIONS RESPONSIBILITY

The goal of the Michigan Department of Corrections is to provide the greatest amount of public protection while making the most efficient use of the State's resources. It meets its goal by ensuring that the state's judges and other criminal justice administrators have the broadest possible array of viable sentencing and sanctioning options, and by ensuring that appropriate supervision is maintained so that Michigan's neighborhoods, families and citizens can be protected.

Our vision is to protect the public and build trust within Michigan communities.

Our mission is to create a safer Michigan through effective offender management and supervision in our facilities and communities while holding offenders accountable and promoting their rehabilitation.

THE STRUCTURE

The Department gets its authority and the sources of influence on Department operations through the U.S. Constitution; Michigan Constitution and Michigan Compiled Law.

The Departments structure and direction for operations is provided through:

Administrative Rules, which interpret the laws for State Agencies.

Policy Directives (PD), which provide the Departments direction and focus.

Director's Office Memorandum (DOM), which are implemented as temporary policies when an immediate response in necessary in providing direction.

Operating Procedures (OP), which are written statements on how the policies are to be implemented.

The Director is the chief administrative officer of the Department and thus is responsible for the overall operation of the Department. The Director is appointed by the Governor.

The Department of Corrections is divided into Administrations. All correctional institutions operated by the Department are under the Correctional Facilities Administration (CFA), which is headed by a Deputy Director, who reports to the Chief Deputy Director and is responsible for the operation of all correctional institutions.

Each institution within the Correctional Facilities Administration (CFA) is administered by a Warden. The Warden is responsible for the overall operation of their institution.

In the absence of the Warden a designee will maintain responsibility over the operation of the institution.

For the purposes of this training we will refer to the Warden and their designee as the Facility Head.

Throughout this training we will frequently refer to the facility head, and policies. You know now that we are referring to the Warden or designee and the documents that give us our direction.

Approval Prior to Entering A Correctional Facility

APPROVAL PRIOR TO ENTERING A CORRECTIONAL FACILITY

Regardless of the purpose for entering a correctional facility, entry is only allowed when explicit approval has been given by the facility head. Paperwork should be filled out prior to coming on site.

Training must be completed in accordance with PD 02.05.100 New Employee Training Program and the current New Employee Training Plan.

The business that is being conducted, along with the type of contact that you will have with the offenders at a CFA facility will determine the necessary training that is required.

This program (Program A) is orientation training which is required for all contractors, vendors, skilled trades, construction workers, student interns and volunteers providing intermittent services.

Law Enforcement Information Network (LEIN) application and personal information is necessary in order to complete the approval process.

When applicable, an ID card is generated after being LEIN cleared by using the information from the form.

Regardless of the purpose for entering a correctional facility, only allowable items will be carried into and out of the facility. See OP

04.04.100 Gate Manifests and Attachment A, Allowable Items Without Gate Manifest.

According to PD 04.04.110, Contraband is property (items) which is not allowed on facility grounds by State law, Administrative Rule or Department policy or procedure.

Proper dress and equipment for duty while inside of a correctional facility is just as important as what is brought onto facility grounds and when left unattended can become contraband. Be sure not to leave items unattended and take everything out with you that you brought in.

Drugs and Alcohol are not to be brought onto state property, whether it is intended to be left in a vehicle or not.

Individuals who staff have a reasonable suspicion of their being under the influence of drugs and/or alcohol will not be allowed to enter into the facility.

Being “under the influence” is any behavior, actions, words, odor or other evidence which is indicative of an individual who is or has been using drugs and/or alcoholic beverages.

Reasonable suspicion is suspicion based on a specific fact or facts and rational inferences drawn from those facts, based upon the knowledge and experience of corrections staff.

Prescription and/or over the counter medications may be authorized to bring onto facility grounds as follows:

The allowable items list (Attachment A, OP 04.04.100) will describe what and how much over the counter medications are authorized.

Prescription medications may be allowable on facility grounds, but only with authorization as given by the facility head and an Administrative Manifest is required (See OP 04.04.100 – Gate Manifests).

Prescribed **medical marijuana is not** an allowable item even though it is prescribed.

All individuals entering onto correctional facility property are subject to search (See PD 04.04.110 Search and Arrests in Correctional Facilities). Anyone refusing to be searched will not be allowed entrance into the facility and will be asked to leave the property.

The Department's responsibility to manage and control the State's correctional facilities includes the duty to prevent contraband from entering those facilities.

Pursuant to MCL 800.281 et seq., it is a felony to bring any of the following items into a correctional facility or onto facility property where prisoners may have access to them without prior written permission of the Warden:

Any weapon, including a pocket knife, or other implement which may be used to injure another person or which may be used in aiding a prisoner to escape;

Any alcoholic beverage or poison, except that not more than two ounces of wine may be brought into a facility for use by a clergy member during religious ceremonies;

Any prescription drug or controlled substance without written certification of need from a licensed physician, except that prescription drugs and controlled substances may be brought into a correctional facility as medical supplies for that facility. The physician's written certification must include the name of the person prescribed the drug or controlled substance, the prescribed dosage and frequency, and the reason it was prescribed.

Controlled Substance is defined as a drug, substance, or immediate precursor as set forth in MCL 333.7201 to 333.7231, including heroin, cocaine, LSD, and marijuana.

In addition to those items prohibited by State law, Department policy prohibits other items from being brought into a correctional facility or on facility grounds.

Personal cellular telephones and pagers are prohibited.

Personal cellular telephones (PD 04.04.100 paragraph L.) are not permitted on facility grounds or regional offices except in a locked motor vehicle in designated parking areas and in secured areas designated by the Warden or the highest ranking supervisor of the regional office for this purpose (e.g., locked locker).

In the State of Michigan it is a felony to provide a cell phone to a prisoner under MCL 800.283a.

Audio or visual recording devices, including cameras, are prohibited unless approved by the Warden.

Tobacco products also are prohibited both inside a correctional facility and on facility grounds.

Visitors also are prohibited from bringing money into a correctional facility, except where allowed for use of vending machines.

Wardens may prohibit other items from being brought into their respective facilities; however, items may not be prohibited that are otherwise specifically allowed pursuant to Department policy.

Members of the public entering a correctional facility are subject to search in order to prevent the introduction of contraband. If a member of the public refuses to be searched, s/he will not be forced to submit unless a search warrant has been obtained, but entry into the secured area of the facility on that occasion shall be denied and s/he may be

required to leave the premises. A person subject to a clothed body search who is wearing clothing which prevents a thorough clothed body search also shall be denied entry and may be required to leave the premises.

Members of the Public are defined as visitors, volunteers, attorneys, contractors, elected state officials, and anyone else who is not an employee.

A pat-down search is defined as a brief manual and visual inspection of body surfaces, clothing, briefcases, and similar items. The only clothing items that may be required to be removed are outerwear (e.g., coats, jackets, hats) and shoes. All items shall be removed from pockets.

A clothed body search is defined as a thorough manual and visual inspection of all body surfaces, hair, clothing, wigs, briefcases, prostheses, and similar items and visual inspection of the mouth, ears, and nasal cavity. The only clothing items that may be required to be removed are outerwear (e.g., coats, jackets, hats), shoes, and socks; however, all items shall be removed from pockets.

All members of the public shall be required to walk through a screening device or submit to the use of a hand-held screening device prior to entering a CFA institution; however, this requirement may be waived by the Warden for anyone personally escorted by the Warden or his/her designee. Any personal property which is taken inside the security perimeter of a CFA institution shall be searched.

Vehicles on CFA Facility Property

VEHICLES ON CFA FACILITY PROPERTY

All vehicles that enter the property of a CFA facility must be properly licensed and registered.

All vehicles that enter the property and that are operated while at a CFA facility must be operated only by properly licensed and certified individuals.

All vehicles that are brought onto CFA facility grounds must be parked in authorized areas only.

If a vehicle is discovered in an area of the facility grounds which has been posted against trespassing, the vehicle and its occupants may be detained while the appropriate law enforcement agency is summoned.

All vehicles must be properly secured.

No keys left inside or outside of the vehicle.

Lockable doors and compartments.

Securable windows.

Vehicles entering in the security perimeter must have the steering wheel secured with a “Club” security device or similar device in accordance with the CFA facility operating procedure.

No unauthorized items are to be stored in the vehicle.

The appropriate law enforcement agency shall be called whenever a person is found to be in possession of a non-authorized alcoholic beverage, poisonous substance, controlled substance, prescription drug, or weapon(s).

Absolutely no weapons are to be carried onto facility grounds or left in a vehicle regardless of whether a valid CCW allows the weapon to be carried.

Vehicles are subject to search as follows:

If it is suspected that there is contraband in a vehicle on facility grounds that does not belong to an employee, the matter shall be referred to the appropriate law enforcement agency. Employees shall not search the vehicle.

Tools and Equipment

TOOLS AND EQUIPMENT

Each Correctional Facilities Administration (CFA) institution is required to control items transported through all pedestrian and vehicle entrances in order to reduce the risk of contraband being brought into the institution, to prevent theft of state property, and to provide a record system for all packages, supplies, and materials brought into or out of the institution.

Employees, vendors, contractors, and individuals engaged in official business carrying items not listed on the list of allowable items must obtain a Gate Manifest (CSJ-404) in order to bring those items through the gates of an institution. This gate manifest is intended for a one time through use.

In the event an item is authorized to be brought through the gates on a daily basis, an Administrative Manifest (CSJ-127) shall be used for this purpose.

A Warden/Deputy Warden may issue an Administrative Manifest to employees carrying authorized items through the gates of his/her facility.

No manifest will be issued for an item specifically prohibited by Department policy or procedure (e.g. cellular telephones, personal pagers, pocket knives).

All items being brought through the gates into the facility will be searched. This includes items carried in, and those being removed, from the secure perimeter.

The person to whom the manifest is issued must present it along with the transported items when entering or departing the secure perimeter.

The Department has a specific policy for tool control which categorizes tools into two categories, critical and dangerous tools. Tools must be used, accounted for, secured, and stored in accordance with PD 4.4.120 Tool Control.

Tools, tool boxes, and equipment of contract workers performing services inside an institution shall be inventoried and inspected prior to entry into and exit from the institution. Staff designated to escort workers within the facility shall ensure tools are controlled with proper security and safety procedures and work activities are confined to authorized areas.

Critical tools are as follows: Metal cutting tools, including hacksaws, metal cutting blades, chisels, files, bolt cutters, and pipe cutters. Powered hand tools, drills and drill bits. Portable jacks and hoists. Wrenches 14" in length or longer. Acetylene torches, cutting tips, gauges, torch parts, arc welders, plasma cutting equipment. Grinders, emery wheels and abrasive discs. Tubing, pipe and conduit benders. Utility and carpet knives. Explosively driven tools (e.g., ramset guns) and

ammunition. Ladders nine feet in height or higher. Wire cutters and other hand tools primarily designed to cut wire.

Dangerous tools are as follows: Hand tools readily usable or adaptable as weapons, escape equipment or to defeat locking or security systems. Examples include screwdrivers and pliers. Wrenches less than 14" in length. Ladders less than 9' in length. Emery cloth and sandpaper.

Electric grinders not in use shall be locked in place with power positively locked out.

Safe handling of tools and equipment by authorized, licensed and certified users is necessary to ensure everyone’s safety.

OSHA/MIOSHA standards must be maintained.

Tools must be properly removed from a CFA facilities secured perimeter if storage is not available inside of the facility.

It is the responsibility of a company contracted to perform work at CFA facilities to provide MSDS for all chemicals that will be utilized while working at a facility.

Entrance Into and Exit Out of the CFA Facility

ENTRANCE INTO AND EXIT OUT OF THE CFA FACILITY

The facility head will ensure all individuals who are authorized entry into a correctional facility are advised of rules that they must follow while in the facility. The facility head may order any individual who disregards facility rules or the conditions under which entry was approved to immediately leave the facility.

Access is allowable only during approved days and hours of operation for contractors and their employees.

Access that is necessary outside of the approved days and times established for conducting business or completing the work requires special authorization from the facility head.

Use only authorized entrance and exit points into and out of the facility. Individuals who enter into and out of a CFA facility should use the main gate entrance.

Vehicle traffic that enters into and out of a CFA facility will use a sally port entrance. It is at these entrances that you will be registered and/or identified for entry. You and the items you take in or are bringing out will be searched at these points as well.

Staff escorts will be assigned, when necessary, at the point of entrance. You are to remain with the escort until you exit the facilities secured perimeter.

All areas of a CFA facility are restricted access areas except those which are specifically designated and authorized to complete the work you are there to do.

Utilizing authorized entrances/exits when entering or leaving buildings and work locations will aid in keeping workers out of restricted areas.

Consequences for non-compliance include being escorted off of the facility property and possibly having authorization for future access revoked by the facility head.

Persons found in restricted areas, on CFA facility property, without authorization may be arrested for trespassing under the trespassing laws relevant to corrections.

All workers who are expected on site should be present when they are expected. In the case of a no call/no show of expected workers, access may be denied.

Contact information will be provided when it is necessary for announcing delay's or absence of workers or work crews.

Overtime that is accrued by the facility to provide escorts for expected work within the facility may be charged to the contracted company when the schedule is not adhered to.

Personal Protection Devices (PPD)

PERSONAL PROTECTION DEVICES (PPD)

The purpose of a PPD is to offer access to an alarm system that alerts staff in the Control Center of the CFA facility that there is a problem and also provides a general location of where the PPD has been activated.

There are some facilities within CFA that do not require a PPD.

When a CFA facility provides a PPD, you will receive information on how to properly operate the PPD.

Generally a PPD has push button alert activation, a pull-pin alert activation or both.

Depending on the facilities operating procedure a PPD may or may not be issued.

CFA facilities require that the PPD be properly worn so that it does not become lost and so that it is accessible by the user.

A PPD is not to be left lying around any where inside or outside of the facility.

The PPD is issued at a designated point within a facility and is returned usually at the same point where it was issued.

PPD's are considered sensitive items and are accounted for on each shift; therefore, a PPD should not be removed from facility grounds for any reason.

Proper use of a PPD requires that it is only activated when staff assistance is necessary.

An emergency type situation can occur at any time while inside of a CFA facility. The following is a list of examples which constitutes an emergency:

Injury or illness,

Assault by a prisoner,

Becoming disoriented inside of the facility.

Areas covered with the PPD's ability to activate an alarm are determined by each facilities physical plant. Not all areas may be covered by PPD access. Information of this nature will be shared with each person that is required to wear a PPD.

When Authorized Items Become Contraband

WHEN AUTHORIZED ITEMS BECOME CONTRABAND

Any item that you bring into a CFA facility, which is either on the allowable items list or has been properly authorized using a Gate Manifest/Administrative Manifest, is considered contraband when accessed by an offender.

There are specific items which are brought into the facility for offenders only by using proper channels. Consequences of improper security and control of tools and equipment can include serious physical injury and in the most extreme case even death.

Tools and equipment can be utilized by offenders to commit assaults, attempt escapes or for use in conducting unauthorized activities.

Careful cleanup and accountability of ALL items, including residual parts and pieces that occur as a result of performing proper work procedures, is essential for everyone’s safety.

Pick up all nails, screws, wires.

Clean up any broken glass.

Remove and discard binding straps.

Remove every item or properly discard all items in approved disposal containers that are brought inside of a secured perimeter.

Prisoner Contact – Sexual Abuse, Sexual Harassment, Overfamiliarity and Unauthorized Contact

Prison Contact - Sexual Abuse, Sexual Harassment, Overfamiliarity and Unauthorized Contact

The Michigan Department of Corrections is committed to ensuring the safe and humane treatment of prisoners and a safe environment for all prisoners. An important part of a safe and humane environment includes being free from sexual abuse and sexual harassment.

The Department enforces a zero tolerance standard for staff, contractual employees, and volunteers to engage in sexual abuse, sexual harassment and overfamiliarity with prisoners.

Sexual abuse is a term used to describe certain kinds of prohibited behavior. Sexual abuse includes non-consensual sexual acts and sexual harassment. Based upon an imbalance of power, sexual relationships between staff, contractual employees, and volunteers with a prisoner are NEVER consensual.

Sexual abuse of a prisoner by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the prisoner:

Sexual Conduct with Offender or Overly-Familiar or Unauthorized Conduct/Sexual Relationship

(1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;

(2) Contact between the mouth and the penis, vulva, or anus;

(3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
(4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
(5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
(6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1) through (5) of this section;
(7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a prisoner, detainee, or resident, and (8) Voyeurism by a staff member, contractor, or volunteer which means an invasion of privacy of a prisoner for reasons unrelated to official duties, such as peering at a prisoner who is using a toilet in his or her cell to perform bodily functions; requiring a prisoner to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a prisoner=s naked body or of a prisoner performing bodily functions.

Sexual Harassment

Verbal comments or gestures of a sexual nature to a prisoner by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Reporting Requirements

Anyone who observes sexual abuse/sexual harassment or receives an allegation of sexual abuse/sexual harassment, must report it to the appropriate supervisor immediately.

In addition to the Department=s policy requirement that all allegations of sexual abuse, including sexual harassment, must be reported the Department is also required by federal and state law to report sexual abuse to outside authorities.

Sexual activity against a prisoner which may constitute a felony shall be reported to appropriate law enforcement authorities. For example, Michigan law MCL 750.520c provides that employees, contractual employees, or volunteers who engage in sexual contact with prisoners can be charged with a felony, Criminal Sexual Conduct in the second degree.

All reported allegations of sexual abuse/sexual harassment, shall be referred to the Internal Affairs section for investigation. All allegations shall also be referred to the Michigan State Police or other appropriate

law enforcement agency for investigation in accordance with policy and law.

In addition to reporting incidents of sexual abuse to the Michigan State Police, the Department must report all allegations of sexual abuse to the county department of social services of the county in which the abuse is suspected of having or believed to have occurred.

A contractual employee or volunteer who engages in sexual abuse/sexual harassment will be prohibited from providing services within any Department correctional facility.

Remember:
Treat any suggestion or allegation of sexual assault, abuse, or contact as serious.
A report of sexual abuse by a prisoner is to be kept confidential and shared only according to policy and law.

Overfamiliarity or Unauthorized Contact

The Department also enforces a zero tolerance standard for staff, contractual employees, and volunteers to engage in overfamiliarity with prisoners.

Overfamiliarity involves staff, contractual employees, and volunteers engaging in, or attempting to engage in conduct likely to result in intimacy or a close personal relationship with a prisoner. The following

behavior between staff, contractual employees, and volunteers and prisoners is prohibited:

a. Exchanging personal letters or gifts.
b. Requesting or granting special favors.
c. Discussing personal matters, unless specifically related to a prisoners case.
d. Engaging in horseplay.
e. Flirting.
f. Addressing each other by first name or a nickname.

Overfamiliarity or Unauthorized Contact with an offender includes the following types of relationships and behaviors:

Engaging in overfamiliarity with an offender, or a family member or listed visitor of an offender.

Having a personal relationship with an offender, the offender's family, or visitors at the facility you are working. Where such cases arise that there is already a personal relationship established prior to working at the facility, this information must be disclosed to include the name, number and location of the offender.

Making contact with any offender, family member of an offender or a listed visitor of an offender outside the regular performance of the job.

Giving or receiving letters, money, personal mementos, telephone numbers, legal or other services to or from an offender or a family member or a listed visitor of an offender.

Conversation of a sexual or romantic nature. Sexual abuse or sexual harassment of an offender's family members or listed visitors.

Financial involvement with offenders, family members of offenders, or listed visitors.

Giving or receiving messages, pictures or goods.

If unavoidable contact is made with an offender, a family member of an offender or a listed visitor of an offender, such contact must be reported in writing to the facility head through proper channels.

Allowable contact is defined based on the type of work you are conducting at the CFA facility. Any contact outside of the work you are doing could be inappropriate contact.

Offenders may try to have a conversation with you through a fence or by yelling across the yard. DON'T DO IT.

Generally an offender will not attempt to have an inappropriate conversation when staff are around.

Reporting contact or attempts to contact is required at any time an offender attempts to have a conversation, asks you to do something for them, asks you to bring something to them or asks you to contact someone for them.

Consequences of unauthorized contact or overfamiliarity will lead to being escorted out of the facility and possibly not being able to work at any other Department facility.

If the overfamiliarity is deemed a felony, the case will be turned over to the Michigan State Police or other appropriate Law Enforcement Agency and could lead to prosecution and incarceration for up to 15 years in prison.

Do's and Don'ts of working in a CFA facility are as follows:

DO stay with your escorting staff member.

DO dress appropriately for your job:

- -Clean shirt and pants
- -Under garments worn
- -Clothing which is loose fitting
- -Clothing which does not expose

DO consider where you are working.

DO ask questions about everything.

DO report everything unusual or questionable.

DO refer visitors to staff if they ask questions.

Don't leave tools & equipment unsecured. Make sure tools are inventoried.

Don't talk or visit with prisoners.

Don't do anything if the emergency siren sounds. You will receive direction from staff on what action to take.

Don't come to the facility without proper identification.

Don't bring any controlled items such as, butane lighters, knives, liquor, weapons, ammunition, dice, cameras or anything else into the prison.

Don't give money, cigarettes or any other items to prisoners.

Don't accept gifts or take anything from prisoners.

Don't carry any items of mail into or out of the prison for any prisoners.

Don't enter any area of the prison without staff permission or escort.

Don't forget you may be searched at any time entering, exiting or while you are inside the prison.

Don't bring any of the following items to the prison in your vehicle: firearms, weapons, ammunition, liquor or cameras.

Don't leave your keys in your vehicle.

Don't leave your vehicle unsecured (unlocked) on prison property.

Don't attempt to enter or exit the prison at any place other than where you are instructed to do so by staff.

Don't smoke or (chew tobacco) on prison property.

Don't forget to ask for staff assistance if you don't understand any of these rules.

Emergencies

EMERGENCIES

Sirens sounding inside of a CFA facility indicate a number of situations depending on what the siren sounds like.

The procedures to follow when a siren is sounded will be issued to you from the facility you are working.

Staff will direct you on what to do and where to go.

Each CFA facility is required to conduct a siren test monthly which may require non-employee's of the facility to exit the secured perimeter. This will cause a "work stop" for a couple of hours when this occurs.

When medical emergencies occur you should report it verbally to the nearest staff member, activate your PPD or use a nearby telephone. Do not attempt to leave the area unless none of the options mentioned are available.

Work Site Protocols

WORKSITE PROTOCOLS

Harassment of any kind is not tolerated at any Department facility.

The definition that the Department recognizes as being discriminatory harassment is: Unwelcome advances, requests for favors, and other verbal or non-verbal communication or conduct (e.g., comments, innuendo, threats, jokes, pictures, and gestures) based on race, color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information or partisan considerations.

Forms of harassment include but are not limited to: discriminatory harassment and sexual harassment.

Consequences of harassment are both personal and professional. Such actions can lead to civil suits as well as felony convictions.

Reporting harassment (i.e. victim of or witness to) should be done through proper channels. Any supervisor at a CFA facility is trained in proper reporting of complaints.

Authorized break areas/restrooms are to be the only areas utilized by non-employees of CFA facilities. This will help to ensure that restricted areas are not visited by unauthorized personnel.

Telephones for personal and business use will be as directed by the facility head.

Health care staff is not available for the purpose of providing care to anyone at CFA facilities except offenders.

Onsite care is not authorized for use unless it is a life or death emergency.

Locations that are available within the community can be utilized in accordance with their policies and ambulance services, if necessary, will be utilized in accordance with their policies as well.

CFA facilities have a Warden and Administrators assigned to act as facility heads. The Warden is the facility head and when absent assigns their designee.

The facility head has full rights to the facility. Some of those rights include and are not limited to:

Revoking permissions.

Adjusting authorities.

Alter working hours and days.

All items and personnel that are allowed inside.

Tours are not allowed without explicit authorization.

Proper authority is necessary for all activities and items as well as personnel for entrance into, exit out of and while on the grounds of any facility.

The facility Inspector is the person of contact for all questions, concerns and approvals.

Contact information for key personnel of the facility should be made available while you are working at the CFA facility.

Work place safety is covered by Civil Service Commission Rule 2-20.

Rule 2-20 prohibits employees from (1) engaging in acts of violence and threats of violence and (2) possessing or carrying firearms or explosives unless expressly authorized by the appointing authority.

Rule 2-20 requires employees to report violations involving acts or threats of violence or possessing or carrying firearms or explosives. If an employee becomes aware of an act of violence or a threat of violence, the employee shall immediately report the act or threat to the appointing authority or the appointing authority==s designee.
Consequences of violating Rule 2-20 will include being escorted from facility grounds, possibly not being approved for work at any Department facility and may be referred to the Michigan State Police or other appropriate Law Enforcement Agency which could lead to a felony conviction.

Health and Safety requirements.

The Department is required by OSHA/MIOSHA standards to ensure the safety of its employees be maintained in accordance with applicable standards.

Reporting violations, hazards, emergencies and concerns should be done through proper channels which begins with the CFA facility head.

Consequences of non-compliance to MIOSHA standards, Department rules and any other applicable entity will be determined based on the circumstances and the issue at hand as well as in accordance with the stated standards.

Conclusion

CONCLUSION

After completing this training it may seem as if there are so many rules to working inside a CFA facility that it may be intimidating. To simplify things remember these keys:

You are working inside of a correctional facility (a prison) where everything you say and do will be observed.

If you have contact with offenders, offender's families etc. outside of your regular job duties report it to your supervisor.

If you are unsure about anything ask a staff member for assistance.

Don't give or leave anything for an offender and don't take anything from an offender.

The remainder of the orientation program should be used to answer and/or clarify any questions and to address other issues which may be specific to a particular work site.

ACKNOWLEDGMENT

I acknowledge that I have received a copy of, have read, understand and agree to abide by the CFA Security Regulations and PREA Federal Register. If I have any questions, I will ask my supervisor/manager.

_____	_____	_____
Print Employee Name	Employee Signature	Date

Exhibit 2 - Vendor Rules & Regulations

MICHIGAN DEPARTMENT OF CORRECTIONS
PROCUREMENT, MONITORING, AND COMPLIANCE DIVISION

MICHIGAN DEPARTMENT OF CORRECTIONS
VENDOR RULES & REGULATIONS

(Rev. April 2022)

Contractors providing services to the Michigan Department of Corrections (MDOC) under a Contract, Purchase Order, Delivery Order, Memorandum of Understanding, Grant, or other agreements are subject to the following rules, standards, and procedures. Due to the sensitive nature of the involved work, Contractor and MDOC have agreed that all Contractors and Subcontractors shall abide by the following rules and regulations to ensure the safety of the Contractor, Subcontractors, Offenders, and MDOC employees.
Any violation of the MDOC Vendor Rules and Regulations may result in a Stop Order being issued against the Contractor, the Contractor's removal from his/her assignment under the agreement and may result in additional sanctions from law enforcement.

Definitions

Contraband: Any article not specifically authorized by policy including Contractor personal property. (See Attachment A for permissible items allowed into a facility without a gate manifest.)

Contractor: an individual employed by a company, agency, or vendor that are contracted to provide services to the Michigan Department of Corrections or their sub-contractors.

Contractor Permitted Items:
(CFA)
See Attachment A – Allowable Items Without Gate Manifest.

(FOA)
Contractors are permitted to take the following items in a FOA office: photo ID, money, cell phone (Contractors are prohibited from recording audio or video with cellular devices).

Correctional Facilities Administration (CFA): Contractors who enter and provide services within the secure perimeter of an MDOC correctional facility are categorized as CFA Contractors.

Discriminatory Harassment: Unwelcome advances, requests for favors, other verbal or non-verbal communication or conduct based on religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, disability, or genetic information.

Facility: Any property owned, leased, or occupied by the MDOC.

Field Operations Administration (FOA): Contractors who provide services in the community are categorized as FOA Contractors.

MDOC: Michigan Department of Corrections.

MDOC Program Manager: Individual appointed by the State to monitor and coordinate the day-to-day activities of the Contract.

Offender: A prisoner or parolee under the jurisdiction of the MDOC or housed in a MDOC facility, a probationer who is supervised by an employee of the MDOC, or any person referred to the MDOC by the courts for investigation or supervision.

Offender Contact Disclosure for Contractors Form: Form completed at the time of initial LEIN clearance and renewed as needed as circumstances change. Contractors are required to disclose relation, acquaintance, or active communication with offenders under MDOC jurisdiction at any time during their performance on the contract. Failure to disclose this information may result in disqualification from working on MDOC deliverables. Disclosure of offender contact will result in a review process which may also disqualify the disclosing contractor from working on MDOC deliverables.

Overfamiliarity: Conduct that has resulted in, or is likely to result in, a personal non-work-related association or intimacy. Establishing a friendship, mutual attraction, or intimate relationship with an offender, is strictly prohibited. Examples include, but are not limited to:

- Conduct which has resulted in or is likely to result in intimacy, a close personal or non-work-related association
- Being at the residence of an offender outside of routine work duties
- Being at the residence of an offender's family outside of routine work duties
- Giving or receiving non-work-related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender
- Exchanging hugs with an offender
- Dating or having sexual relations with an offender

Procurement, Monitoring, and Compliance Division (PMCD): Unit that provides oversight to MDOC contracts and ensures that Contractors are delivering services according to contract requirements.

Stop Order: A notice that is posted at a worksite prohibiting an individual from entering or being allowed on the grounds of an MDOC worksite.

Vendor: A company or agency who employs individuals who provide contracted services to the MDOC or their sub-contractors.

Vendor Supervisor: The Vendor's main point of contact to monitor and coordinate the day-to-day activities of the Contract.

General Requirements

MDOC Rules, Regulations, Policies, and Procedures. Contractors will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and

general health and safety practices and procedures. This Vendor Rules and Regulations document serves as the initial communication of MDOC Rules, Regulations, Policies, and Procedures with the possibility of additional communication to follow.

Background Checks. The State, in its sole discretion, may perform background checks on Contractors.

Contractor Roster. To assist PMCD in maintaining complete and accurate contractor files and identifying those who access secure correctional facilities, criminal justice information, and have contact with offenders, Contractors are required to update contact information and additional information upon request.

Training Requirements. In accordance with MDOC instruction, Contractors providing services to the MDOC must complete applicable MDOC assigned training prior to providing services under the contract and annually thereafter. The training assigned to Contractors is specific to worksite, level of offender contact, access to MDOC data, and the services provided under the contract. For Contractors who have no offender contact and no access to MDOC properties or data, training may not be a requirement.

Discrimination. Contractors shall not discriminate against a person on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, disability, or genetic information.

Political Activities. Contractors cannot proselytize for any political group while providing services for the MDOC or at the location of where services are provided to the MDOC.

Conflict of Interest. If a Contractor has a family member or friend who is incarcerated, on parole or probation he/she must immediately notify their Contractor Supervisor, MDOC Contract Representative, and complete the Offender Contact Disclosure for Contractors form for proper assignment to avoid a conflict of interest.

Public Information. Contractors are not authorized to make public statements on behalf of the MDOC.

Role Model. Contractors serve as role models to offenders and must act in a professional manner at all times. Any arrest, citation, issuance of a warrant for a felony or misdemeanor offense or issuance of a personal protection order against the Contractor must be immediately reported to his/her Vendor Supervisor and MDOC Program Manager. Any action or inaction by a Contractor which jeopardizes the safety or security of the facility, MDOC employees, the public or offenders is prohibited.

Fitness for Duty. Contractors are required to be physically and mentally fit to perform their job duties. If you do not believe you are mentally or physically fit, please report this issue to your Vendor Supervisor and MDOC Program Manager. Contractors shall immediately notify their Vendor Supervisor and MDOC Program Manager if they are taking medication which may interfere with their work responsibilities. Additionally, Contractors must adhere to MDOC COVID-19 protocols and testing measures.

Use of Leave/Notice of Absence. Contractors are required to obtain preapproval of leave from their immediate Vendor Supervisor and/or on site MDOC Supervisor if applicable.

Punctuality. Regular attendance and punctuality are required of all Contractors. All Contractors are expected to adhere to the work schedule approved by their supervisor and to be at their assignment at the start of their shift or workday. In addition, all Contractors must adhere to specific facility procedures for attendance accountability.

Jail Time or Other Restricted Supervision. No Contractor shall be allowed to provide services to an offender while under electronic monitoring supervision or device, house arrest, or sentenced to jail time even if granted a work release.

ADA Compliance. Contractors shall contact their employing Vendor for ADA issues and follow their Vendor's Disability Accommodation request process. Due to potential custody and security issues, the Vendor shall include the PMCD Contract Manager and MDOC Equal Employment Opportunity Officer in the interactive process. Any costs associated with the accommodation are the responsibility of the Contracting Vendor, not the MDOC. If a Vendor has approved a reasonable accommodation their staff, PMCD shall be notified.

Possession and/or Use of Medication. Contractors shall immediately notify their Vendor Supervisor and MDOC Program Manager if taking prescribed medication which may interfere with the Contractor's work responsibilities. In addition, any Contractor who has duties involving the direct management or observation of offenders shall immediately provide written notice of a prescribed medication that could reasonably be expected to affect the work performed. Such medication includes, but is not limited to narcotic pain medication, psychotropic medication, mood altering medication, and antihistamines.

Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

A. Contractors shall comply with the Final Rule implementing PREA, all applicable PREA standards and the agency's policies. Contractors shall make itself familiar with and at all times shall observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related polices of the MDOC will be considered a breach of contract and may result in termination of the contract.

B. Contractors who may have contact with prisoners must complete PREA training prior to providing services.

C. As is deemed necessary, the MDOC Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the contract period, and the Contractor must comply with all documentation provided.

D. The Contractor must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the MDOC immediately.

<u>Contractor Work Rules</u>

1. **Humane Treatment of Individuals**. Contractors are expected to treat individuals in a humane manner in the workplace or while on duty. Examples of actions of a Contractor in violation of this rule include but is not limited to any action, language, or behavior that causes intimidation, humiliation, degradation, or belittlement of another person or group, displaying a weapon or object for the purpose of intimidation, and invoking unnecessary or unreasonable rules and requests.

2. **Use of Personal Position for Personal Gain**. Contractors shall not engage in actions that could constitute the use of their position for personal gain. Examples of actions of a Contractor in violation of this rule include but is not limited to obtaining goods or services that would not otherwise be available to the Contractor, displaying department issued credentials or referencing employment for non-work-related reason, and obtaining information, assistance, or leniency from other law enforcement or criminal justice agencies.

3. **Discriminatory Harassment.** Contractors shall not engage in discriminatory harassment which includes but is not limited to, unwelcomed advances, requests for favors, other verbal or non-verbal communication or conduct based on religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, disability, or genetic information.

4. **Misuse of State or Other Agency Property or Equipment**. Contractors shall not misuse State or Vendor property. Examples of actions of a Contractor in violation of this rule include but is not limited to use of computer for personal or unauthorized purposes, inappropriate use of the internet, and removal of items from State or Vendor premises without authorization.

5. **Conduct Unbecoming.** Contractors shall not behave in an inappropriate manner that may harm or adversely affect the reputation or public perception of the MDOC. Contractors are expected to be professional at all times. Contractors are also expected to support and uphold the law through their actions and personal conduct. In instances where a Contractor is arrested or charged with a criminal offense, this incident shall be reported to the Contractor's Vendor Supervisor and the MDOC Program Manager.

6. **Physical Contact**. Inappropriate physical contact is prohibited. Examples include but are not limited to, inappropriately placing of hands on another person, horseplay, or other types of body contact, including body contact with an object.

7. **Confidential Nature of Records.** Contractors shall respect the confidentiality of other Contractors, MDOC staff, and offenders. Contractors shall not share confidential information, health care information, or other information and reports to unauthorized persons.

8. **Use of Health Care Services**. Contractors shall only use the facility health care services in cases of emergency, and medical stabilization for serious on-the-job injuries.

9. **Class II Insubordination.** Willful acts of Contractors contrary to management directives that may compromise the MDOC's ability to carry out its responsibilities, such as operation of safe and secure facilities or protection of the public, are prohibited.

10. **Class I Insubordination.** Contractors are prohibited from failing to immediately follow management directives.

11. **Searches While on Facility Property.** All Contractors are subject to authorized searches while on facility property. Contractors who refuse to submit to, avoid or interfere with an authorized search will be relieved of providing services immediately pending investigation.

12. **Responding or Providing Assistance**. All Contractors of the MDOC, regardless of classification, have security responsibility. Contractors shall immediately respond to any request for assistance, including emergency preparedness drills and mobilizations. A Contractor shall come to the assistance of other Contractors, offenders, visitors, volunteers, etc., who are in distress, in an escalated situation, at risk of suffering harm or injury or in an emergent situation.

13. **Work Rule Rescinded.**

14. **Work Rule Rescinded.**

15. **Work Rule Rescinded.**

16. **Criminal Acts - Felony.** Contractors shall not engage in any conduct which results in a felony conviction (including diversion programs), whether by guilty plea, no contest plea, delayed or deferred sentence or trial. Contractors shall report any felony arrest, charge, or convictions to their Vendor Supervisor and MDOC Program Manager within 24 hours.

17. **Controlled Substance/Intoxicant – Possession, Introduction, or Attempted Introduction**. Possessing, introducing, or attempting to introduce controlled substances or intoxicants into any facility where offenders are supervised shall result in discharge and possible referral for prosecution. Contractors are responsible for any item in their area of control which includes, but is not limited to, the automobile they have driven, their clothing, and within purses and briefcases.

18. **Use of Alcohol or Controlled Substance.** Contractors are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Contractors who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be immediately removed from providing services. Contractors are subject to random, reasonable suspicion, pre-appointment, post-accident, and follow-up drug and alcohol testing protocol.

19. **Work Rule Rescinded.**

20. **Introduction or Possession of Contraband Items (CFA).** Contractors shall not introduce or possess unauthorized items such as escape paraphernalia, weapons, facsimiles of weapons, ammunition, wireless communication devices, cell phones, tobacco, or facsimiles of tobacco products in any facility where offenders are housed. Contractors are responsible for any item in their area of control which includes, but is not limited to, their clothing and within purses and briefcases.

21. **Contraband in Vehicle on the Premises of a Facility Housing Offenders.** Contractors are responsible for ensuring that unauthorized items such as alcohol, controlled substances, weapons, ammunition, or facsimiles thereof are not in their vehicle.

22. **Misdemeanor or Other Restrictions.** Any conduct by a Contractor which results in a misdemeanor conviction (including diversion programs), whether by guilty plea, no-contest plea, delayed or deferred sentence, or trial is prohibited. Exceptions include animal control misdemeanors, insurance related misdemeanors, and license related

misdemeanors. Contractors shall report any misdemeanor arrest, charge, or convictions to their immediate Vendor Supervisor and MDOC Program Manager within 24 hours.

23. **Work Rule Rescinded.**

24. **Work Rule Rescinded.**

25. **Work Rule Rescinded.**

26. **Entry and Visiting in a Facility.** Contractors shall not visit non-public areas of a facility where offenders are housed for non-work-related purposes without prior approval of their Vendor Supervisor and MDOC Program Manager. Contractors who have family members incarcerated with the MDOC must complete the Offender Contact Disclosure for Contractors form and obtain MDOC approval prior to visiting an offender. Contractors visiting any facility where offenders are housed shall sign the facility visitor's log.

27. **Dereliction of Duty.** Contractors shall fully perform their job duties. Any action or omission of a Contractor indicating neglect of his/her job duties, including but not limited to safe and proper care and control of offender's health and well-being will be considered dereliction of duty.

28. **Use of Force.** Contractors shall use the least amount of force necessary to perform their duties. Contractors may act to reasonably to protect themselves and others from harm.

29. **Work Rule Rescinded.**

30. **Duty Relief and Exchange of Duties.** Contractors shall not leave an assignment or exchange duties without prior relief or authorization from their immediate Vendor Supervisor or MDOC Supervisor if applicable.

31. **Security Precautions.** Contractors shall take reasonable security precautions to ensure the safety and security of employees, the public, and offenders. Examples include but are not limited to, loss of security equipment (keys, tools, etc..), propping open security doors or doors that should remain locked, allowing an unknown or unidentified individual access into a building, and unauthorized distribution of MDOC exempt policy directives/operating procedures.

32. **Attention to Duty.** Contractors shall remain alert while on duty. Sleeping or failure to properly observe an assigned area or offenders are examples of inattention to duty and are prohibited. Items that detract from the alertness of a Contractor are prohibited. These items include but are not limited to unauthorized electronic devices, computer games, books, pamphlets, newspapers, or other reading materials while on duty.

33. **Reporting Violations**. Contractors shall immediately report the conduct of another Contractors or MDOC Employees that is in violation of MDOC rules, policies, and procedures. Contractors must report conduct involving drugs, escape, sexual misconduct, sexual harassment, workplace safety or excessive use of force. A complete written report of the approach must be made no later than the end of the Contractor's workday.

34. **Reporting Approach to Introduce Contraband, Violate Rules, Policies, Procedures, Director's Office Memorandums and Manuals.** Contractors shall report each time they are approached to introduce contraband or violate rules, policies, procedures, Director's Office Memorandums, or manuals. A verbal report of the approach shall be made immediately to the Vendor Supervisor, MDOC Program Manager, and on site MDOC staff with a complete written report of the approach must be made no later than the end of the Contractor's workday.

35. **Work Rule Rescinded.**

36. **Work Rule Rescinded.**

37. **Work Rule Rescinded.**

38. **Reporting Requirements.** Contractors shall timely submit accurate and complete oral and written reports when required by MDOC policy, procedure, or when requested by supervisor or other authorized personnel. Failure to provide reports that are accurate and complete is a violation of this work rule. Vendors shall ensure their Contractor's complete reports as requested by the MDOC.

39. **Work Rule Rescinded.**

40. **Work Rule Rescinded.**

41. **Work Rule Rescinded.**

42. **Contractor Uniform Requirements.** Contractors must wear their required uniforms as approved by the Vendor and the MDOC. Contractors will not be permitted to enter the facilities or interact with offenders without the proper Vendor approved uniform/work attire. Examples of inappropriate attire are cut-off shorts, tube tops, bathing suits, see-through clothing, excessively ripped clothing, etc. Shirts and shoes are required.

43. **Work Rule Rescinded.**

44. **Work Rule Rescinded.**

45. **Work Rule Rescinded.**

46. **Work Rule Rescinded.**

47. **Falsifying, Altering, Destroying, Removing Documents or Filing False Reports.** Contractors shall not falsify, alter, destroy, or remove documents, logbooks, data entries, reports, receipts, etc... from the facility or office. Fraudulent reporting of a Contractor's time is expressly prohibited. Contractors who file a false compliant will be considered to be in violation of this rule.

48. **Giving or Receiving Gifts or Services.** Contractors are prohibited from exchanging with, giving to, or accepting any gifts or services from offenders or an offender's family. This includes but is not limited to food and beverage items, shoeshines, clothing, paper products, stamps, delivering letters/correspondence, etc.

49. **Work Rule Rescinded.**

50. **Overfamiliarity or Unauthorized Contact.** Contractors are prohibited from engaging in over-familiarity or non-work relationships with an offender, or an offender's family member, known acquaintance or listed visitor. For Contractors with relationships with active MDOC offenders or offender's family, the completion of the Offender Contact Disclosure for Contractors form must be completed. This form is included at the time of LEIN clearance and renewed as needed as circumstances change. Contractors are required to disclose relation, acquaintance, or active communication with offenders under MDOC jurisdiction at any time during their performance on the contract.

51. **Sexual Abuse of Offender.** Contractors shall not engage in sexual abuse of an offender.

52. **Sexual Harassment of Offender.** Contractors shall not engage in sexual harassment of an offender. Contractors shall not assist, advise, or encourage another to engage in sexual harassment, nor shall they assist the violator in avoiding discovery. Sexual harassment can include, but is not limited to, verbal or written statements of a sexual nature, demeaning references to gender or derogatory verbal or written statements about body or clothing, and profane or obscene language or gestures of a sexual nature.

53. **Workplace Safety**. Threats made by Contractors such as bomb threats, death threats, threats of assault, threats of assault, acts of physical violence are prohibited. Contractors shall not physically fight or assault any person at their worksite or facility grounds. Contractors may act to reasonably defend themselves against violence. If a Contractor becomes aware of a threat of violence or an act of violence, the Contractor shall immediately report this information to their Vendor Supervisor, on-site MDOC employee, and MDOC Program Manager.

54. **Misuse of Recording Devices or Recorded Information.** Contractors are prohibited from using any type of recording device to record, transmit, or transcribe audio conversations, electronic information, photographic or video images. Contractors are prohibited from making copies or removing copies of communications without authorization which are routinely recorded and/or monitored as part of the daily operations of the Department (logbooks, security tapes, etc.).

ACKNOWLEDGMENT

I acknowledge that I have received a copy of, have read, understand, and agree to abide by the above conditions and applicable attachments. If I have any questions, I will ask my Vendor Supervisor.

_____	_____	_____
Print Contractors Name	Contractors Signature	Date