Joinder Use Contract

Contract # CBE 607661-25
PWP-CL-2026-069

Title: Utilization of Omnia Partners Contract 2020000622 for Furniture, Installation, and Related Products and Services

This Contract is made and entered into this ____ day of _____, 2025, by and between CLARK COUNTY, NEVADA (herein referred to as "COUNTY") and MILLERKNOLL DBA HERMAN MILLER, INC. (herein referred to as "CONTRACTOR"),

Whereas, (i) CONTRACTOR and City of Charlotte, a North Carolina municipal corporation (herein referred to as "ORIGINATING GOVERNMENT AGENCY") have entered into Contract No. 2020000622 dated January 1, 2020 which provides for furniture, installation and related products and services (herein referred to as "MASTER CONTRACT"); (ii) governmental entities within the State of Nevada may join or use the contracts of other governmental entities with the authorization of the Supplier pursuant to NRS 332.195; (iii) COUNTY desires to use the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY; and (iv) COUNTY and CONTRACTOR intend to enter into a Contract between themselves using the terms, conditions and specifications of the MASTER CONTRACT to the extent such are incorporated by reference herein. In consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of the MASTER CONTRACT, a copy of which is attached hereto as Exhibit "A" and incorporated herein except for the following: Not applicable.

2. As required pursuant to NRS 332.195, CONTRACTOR hereby authorizes COUNTY to use the MASTER CONTRACT as the basis for this Contract, and COUNTY hereby agrees in consideration of such authorization and consent, to be bound by the MASTER CONTRACT to the extent that the same are incorporated herein as a part of this Contract.

3 The MASTER CONTRACT is based upon the estimated procurement figures of the ORIGINATING GOVERNMENT AGENCY. COUNTY hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the MASTER CONTRACT.

4 The MASTER CONTRACT, and the rights granted hereunder to COUNTY, shall continue in force and effect for the period of time set forth in the MASTER CONTRACT. In the event that the MASTER CONTRACT is terminated for any reason, including the ORIGINATING GOVERNMENT AGENCY failure to exercise any or all of the options granted thereunder, COUNTY shall have the right to continue the MASTER CONTRACT in force and effect despite such termination, and to exercise any and all of the options which the ORIGINATING GOVERNMENT AGENCY fails to exercise. COUNTY reserves the right, however, to terminate this Contract, or negotiate a new contract at any time during the term of this Contract.

5. Any change or modification to the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY shall be applicable to COUNTY only if so agreed to in writing by COUNTY. In the event that such change or modification adversely impacts COUNTY, COUNTY may terminate this Contract.

6. Any notice or other communication given in connection with this Contract shall be made in writing, reference this Contract and either be delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service or overnight courier service to the following person and address:

COUNTY
Clark County, Nevada
Purchasing & Contracts Division
500 South Grand Central Parkway
Fourth Floor
Las Vegas, Nevada 89155-1217
Fax: (702) 386-4914

CONTRACTOR
Millerknoll dba Herman Miller, Inc.
855 East Main Avenue
P.O. Box 382
Zeeland, Michigan 49464

SUBCONTRACTS

7. Services specified by this Contract shall not be subcontracted by CONTRACTOR, without prior written approval of COUNTY.

8. Approval by COUNTY of CONTRACTOR'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by CONTRACTORs subcontractor or its sub-subcontractor.

9. CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by CONTRACTOR is for COUNTY'S information only.

FEDERAL, STATE, LOCAL LAWS

10. CONTRACTOR shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Contract, its award, and any contract entered into. Any and all legal actions or proceedings relating to this Contract shall be brought in Clark County, Nevada.

PREVAILING WAGES

11. CONTRACTOR and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090.

CONTRACTOR shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals $100,000 or more. CONTRACTOR is responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.laborcommissioner.com, or by calling (702) 486-2795. Per NAC 338.040, after a Contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the first thirty-six (36) months, thereafter CONTRACTOR will use the current prevailing rates of wages in effect at the time the work is performed. Please note that if an amendment causes the Contract to exceed $100,000, COUNTY will audit the entire Contract period.

12. In accordance with NRS 338.013.3, CONTRACTOR shall report to the Labor Commissioner and COUNTY the name and address of each subcontractor performing work on the project within ten (10) calendar days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

13. In accordance with NRS 338.060 and 338.070, CONTRACTOR shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on COUNTY'S project is paid less than the designated rate for any work done under the Contract by CONTRACTOR or any Subcontractor under it. If CONTRACTOR or any Subcontractor on the project fails to submit the certified payroll reports to COUNTY within **fifteen (15) calendar days** after the end of the month, CONTRACTOR shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of CONTRACTOR'S business to determine the amount per worker per day to be imposed. Any CONTRACTOR or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, CONTRACTOR shall reimburse COUNTY for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorney's fees.

14. In accordance with NRS 338.070, CONTRACTOR and each Subcontractor shall keep or cause to be kept:

I. An accurate record showing for each worker employed by CONTRACTOR or Subcontractor;

   a. The name of the worker;
   b. The occupation of the worker;
   c. The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indication that the worker declined to specify such information;
   d. The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
   e. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
   f. The actual per diem, wages, and benefits paid to the worker; and

II. An additional accurate record showing for each worker employed by CONTRACTOR or Subcontractor who has a driver's license or identification card;

   a. The name of the worker;
   b. The driver's license or identification card number of the worker; and
   c. The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by COUNTY.

CONTRACTOR, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by COUNTY no later than fifteen (15) calendar days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is confidential and not open to public inspection.

CONTRACTOR, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by CONTRACTOR and each Subcontractor shall be submitted to COUNTY at the following address:

Clark County
Purchasing and Contracts Division
Attention: Compliance Officer
500 South Grand Central Parkway
Fourth Floor
PO Box 551217, Las Vegas, Nevada 89155-1217

Two years after Project's final payment is made by COUNTY; the records in COUNTY'S possession may be destroyed.

15. CONTRACTOR shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the Workers, the Nevada Prevailing Wage Rates and all addenda.

16. **Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than $100,000, CONTRACTOR and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each worker employed by it in connection with the public work.

Each CONTRACTOR and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Clark County. Each CONTRACTOR and subcontractor will be given a Log On identification and password to access the Clark County reporting system at www.LCPtracker.net. In the event that electronic reporting is not required for a project, CONTRACTOR will be notified after the award of the Contract. Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. CONTRACTOR'S payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

CONTRACTOR and each Subcontractor are required to submit a copy of the record for each calendar month to COUNTY no later than fifteen (15) calendar days after the end of the month for the purposes of public inspection. CONTRACTOR shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project.

CONTRACTOR shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from CONTRACTOR by the public body because CONTRACTOR failed to submit certified payroll reports within fifteen (15) calendar days after the end of the month if the Subcontractor provided certified payroll reports to CONTRACTOR within ten (10) calendar days after the end of the month or the date agreed upon by CONTRACTOR and Subcontractor. CONTRACTOR shall submit COUNTY'S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or CONTRACTOR shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

COUNTY'S PROPERTY

17. All property owned by COUNTY and furnished to CONTRACTOR for the purpose of performance under this Contract will be identified and marked as COUNTY'S property and adequately insured by CONTRACTOR for COUNTY'S protection. In the event that COUNTY'S property becomes lost or damaged to any extent while in CONTRACTOR'S possession from any cause, including faulty workmanship or negligent acts by CONTRACTOR, its agents or its employees, CONTRACTOR agrees to replace such property or reimburse COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY'S request.

INSURANCE

18. CONTRACTOR shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. CONTRACTOR shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.

19. If CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate Contract.
Notwithstanding any of the above mentioned, this Contract shall not change or modify the MASTER CONTRACT with the ORIGINATING GOVERNMENT AGENCY.

CLARK COUNTY

By: _____ Date: _____

Print Name: JESSICA COLVIN Title: Chief Financial Officer

APPROVED AS TO FORM

STEVEN B. WOLFSON
District Attorney

By: Sarah Schaerrer Date: _____
Sarah Schaerrer (Dec 3, 2025 09:39:57 PST)

Print Name: SARAH SCHAERRER Deputy District Attorney

CONTRACTOR

Name: Millerknoll, Inc. dba Herman Miller, Inc Phone: _____

Address: 855 East Main Avenue
P.O. Box 382 Fax: _____

Zeeland, Michigan 49464 _____

Authorized Representative: James McQuown Date: 11/27/25

Print Name: James McQuown Title: Director, Contracts

CONTRACT #: 2020000622
VENDOR #: 308726

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

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

RECITALS

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

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

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

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

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

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

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

CONTRACT

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

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

EXHIBIT A: PRICING SHEET

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: PROPOSAL RESPONSE FORMS

EXHIBIT D: FEDERAL CONTRACT TERMS AND CONDITIONS

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

3. **DESCRIPTION OF PRODUCTS AND SERVICES.**

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

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

4. **COMPENSATION.**

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

4.2. NO EXPENSES CHARGEABLE.
The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

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

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

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

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

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

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

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

5. **TIME IS OF THE ESSENCE.** The Company shall meet all performance schedules in accordance with the milestones and any delivery date or any other agreed timetable as set forth in this Contract. In the event of delay in the performance of the Agreement, the Parties shall mutually agree on the new timelines for the completion of timetable in accordance with the terms of this Contract.

6. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract. City shall pay all costs due to Company for work completed in the fiscal year for which the funds were appropriated.

7. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:

   7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;

   7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;

   7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;

   7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Products/Services, and status reporting;

   7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;

   7.6. Communication among and between the City and the Company's staff;

   7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;

   7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Products/Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);

   7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and

   7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Products/Services.

8. **CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Products/Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

9. **DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

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

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

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

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

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

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

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

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

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

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

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

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

13. **NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Furniture, Installation, and Related Products and Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

14. **EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date.

15. **REPRESENTATIONS AND WARRANTIES OF COMPANY.**

    15.1. GENERAL WARRANTIES.

        15.1.1. The Products/Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

        15.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

15.1.3. All Products provided and Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and Services shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

15.1.4. Neither the Products/Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

15.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to provide Products and perform the Services described or referenced in Exhibit B;

15.1.6. All information provided by the Company about each Company employee is accurate; and

15.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.

15.2. ADDITIONAL WARRANTIES. The Company further represents and warrants that:

15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;

15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;

15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

16.1. WORK ON CITY'S PREMISES. The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to providing Products and performing Services on the City's premises.

16.2. RESPECTFUL AND COURTEOUS BEHAVIOR. The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.3. REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES. In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same

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

16.4. REGENERATION OF LOST OR DAMAGED DATA. With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

16.5. NC E-VERIFY REQUIREMENT. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

16.6. NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

17. REMEDIES.

17.1. RIGHT TO COVER. If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Products/Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

b. Deduct any and all expenses incurred by the City in obtaining or performing the Products/Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the products/services exceed the amount due the Company, collect the amount due from the Company.

17.2. RIGHT TO WITHHOLD PAYMENT. If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF. The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Products/Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.

17.4. SETOFF. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

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

18. TERM AND TERMINATION OF CONTRACT.

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

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

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

a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

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

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

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

a. Failure of the Company to complete a particular task by the mutually agreed completion date:

b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or

c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

18.5. NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

18.6. CANCELLATION OF ORDERS AND SUBCONTRACTS. In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

18.7. AUTHORITY TO TERMINATE. The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.

18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Contract.

18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS. Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

18.10. OTHER REMEDIES. The remedies set forth in this Section and Section 19 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

19. TRANSITION PRODUCTS/SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products/Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Products/Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but

shall not be limited to the following:

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

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

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

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

21. CITY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 25 of the Contract.

21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except

that contemplated by the Contract.

22. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

23. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term "Indemnitees" means the City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

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

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

24. **SUBCONTRACTING.** Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

25. **CONFIDENTIAL INFORMATION.**

    25.1. CONFIDENTIAL INFORMATION. Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

        25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being

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

25.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*

25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

25.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

25.1.5. *Citizen or employee social security numbers collected by the City.*

25.1.6. *Computer security information of the City*, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*

25.1.8. *Any attorney / City privileged information disclosed by either party.*

25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*

25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*

25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*

25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

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

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

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

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

25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.

25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.

25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

25.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;

25.3.2. Was or becomes publicly known through no wrongful act of the Company;

25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;

25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;

25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;

25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

25.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

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

26. INSURANCE.

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

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

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

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

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

26.2. OTHER INSURANCE REQUIREMENTS.

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

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

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

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

Department of Insurance shall be furnished to the City.

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

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

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

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

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

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

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

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

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

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

29. MISCELLANEOUS.

29.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

29.3. GOVERNING LAW AND JURISDICTION. The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

29.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

29.5. CITY NOT LIABLE FOR DELAYS. It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any

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

29.6. FORCE MAJEURE.

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

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

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

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

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

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

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

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

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

Section 4.3 "Employment Taxes and Employee Benefits"
Section 15 "Representations and Warranties of Company"
Section 18 "Term and Termination of Contract"

Section 21 "City Ownership of Work Product"
Section 23 "Indemnification"
Section 25 "Confidential Information"
Section 26 "Insurance"
Section 28 "Notices and Principal Contacts"
Section 29 "Miscellaneous"

29.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

29.13. DRAFTER'S PROTECTION. Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

29.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

29.15. CONFLICT OF INTEREST. The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.

29.16. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.

29.17. HARASSMENT. The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

29.18. TRAVEL UPGRADES. The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.

29.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the

Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

29.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

29.21. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

[Signature Page Follows]

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

HERMAN MILLER, INC

BY: _____
(signature)

PRINT NAME: Jay Lanenga

TITLE: Director of Contracts

DATE: 12/10/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: Angela C. Lee

TITLE: Asst. City Manager

DATE: 1/6/20

EXHIBIT A – PRICING SHEET

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 & AO2 Panels (B)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	September 3, 2019	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Accessories (8)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	C-Style Overhead Storage (CS)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Sytems Furniture - Ancillary	Energy Distribution System (C)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	Generic (R)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Innovative Products (IP)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Sytems Furniture - Ancillary	Keys & Locks (KA)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Lighting (A)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	Textiles (K)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Global (Z3)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Caper® Chair (WC)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Celle® Chair (TR)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Chadwick™ Modular Seating (V)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Cosm (FC)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	September 3, 2019	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV)	September 3, 2019	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Lino (MI)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	SAYL® (AY)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Verus (PI)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Leeway (LA)	September 3, 2019	51.00%	49.00%	51.00%	49.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Soft Seating	HAY HM (2C)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	naughtone (NO)	September 3, 2019	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nemschoff	January 7, 2019	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	September 3, 2019	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	September 3, 2019	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Striad (SD)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	September 3, 2019	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	September 3, 2019	66.80%	64.80%	68.20%	66.20%	Negotiable
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	September 3, 2019	54.00%	52.00%	55.00%	53.00%	Negotiable
D	Herman Miller for Healthcare Action Lab (D)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	September 3, 2019	12.00%	10.00%	12.00%	10.00%	Negotiable
CH	Mora (CH)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	September 3, 2019	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
CW	Magis® Alliance (CW)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable

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

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

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

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

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

3. FIXED STORAGE RANGE RATE / FT² :	$1.50/sq.ft - $1.85/sq.ft

4. INCENTIVES:	
DESCRIPTION	**AMOUNT OR PERCENTAGE**
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer
*Each Incentive listed above would be seperately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.	

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

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

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

EXHIBIT B – SCOPE OF SERVICES

1.1 General Scope.

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

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

1.2 Product Standards and Guidelines.

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

Additionally, applicable products must meet the following specific standards:

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

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

1.3 Pricing.

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

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

1.3.1 Delivery.

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

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

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

1.3.2 Installation.

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

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

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

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

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

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

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

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

1.3.3 Storage is priced at a fixed monthly rate range.

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

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

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

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

1.4 Price Adjustments.

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

1.5 Environmental Purchasing Requirements.

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

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

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

1.6 New Products and Services.

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

1.7 Safety.

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

1.8 Warranty.

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

1.8.1 Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

1.8.2 Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.

1.8.3 Availability of replacement parts.

1.8.4 Life expectancy of furniture under normal use.

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

EXHIBIT C – PROPOSAL RESPONSE FORMS

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

ADDENDUM #:	DATE ADDENDUM DOWNLOADED FROM NC IPS:
1	7/8/2019
2	7/11/2019
3	7/18/2019

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

Jay Lanenga
(Please Print Name)

7-30-19
Date

Authorized Signature

Director of Commercial Contracts
Title

Herman Miller Inc.
Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

This Proposal is submitted by:

Company Name:	Herman Miller Inc.
Representative (printed):	Jay Lanenga
Address:	855 East Main Avenue
City/State/Zip:	Zeeland, Michigan 49464
Email address:	jacob_lanenga@hermanmiller.com
Telephone:	616.654.3897
	(Area Code) Telephone Number
Facsimile:	616.654.8278
	(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or

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

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.

8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.

9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

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

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

___ Not include any exceptions to the Sample Contract.

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

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

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

Representative (signed): _____

REQUIRED FORM 4
DELIVERY AND WARRANTY

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

Warranty: Company must detail the following:

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

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

b. Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion. Herman Miller agreed to requirement via email on October 14, 2019.

c. Availability of replacement parts. We want your Herman Miller products to serve your company for a long time, so we design them for easy component replacement while in use and easy disassembly at the end of their useful life. From seating casters and arm pads to work surfaces and replacement tiles, service parts are ordered through and installed by your servicing dealer to protect your investment and ensure your products continue to support your employees for a long time. Replacement parts are warrantied until the original product warranty expires.

d. Life expectancy of furniture under normal use. Our products are designed, developed and tested to assure a 12-year life under high-level, multi-shift use. Our products meet, and typically exceed, all industry standards (ANSI, BIFMA, UL, etc.), as well as internally developed requirements that go beyond industry requirements.

a. Detailed information as to proposed return policy on all furniture. All product is manufactured by Herman Miller in the specific size, finish, and fabric requested to meet a specific customer application. Due to the customization and variety of applications, requests to return product, outside of warranty situations, are not typically authorized. Any product returned requires the written authorization from Herman Miller prior to return to ensure proper tracking and assessment.

Additional Programs and Services (continued)

Options® Program

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

Vary Easy® Program

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

Lead Time Programs for Rapid Shipment

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

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

Furniture Disposal Programs

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

A warranty is a promise.

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

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

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

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

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

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

Herman Miller Products

5 years

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

3 years

Herman Miller Collection outdoor products; Compass™ system faucet

2 years

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

1 year

Formwork stackable desktop storage; Nelson™ Bubble Lamps®

None

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

Herman Miller Materials

5 years

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

1 year

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

Parts and Components

5 years

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

3 years

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

2 years

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

1 year

Compass system faucet sensors and control box

6 months

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

Other Manufacturers' Products

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

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

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

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

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

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

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

The warranty period starts from the date of purchase.

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

Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes, including colorfastness, due to aging, exposure to light or direct sunlight
- marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone
- failure resulting from normal wear and tear
- pilling of textiles
- matching of colors, grains, or textures of natural materials
- colorfastness or the matching of colors of textiles or surface finishes, including an exact match to cuttings, samples, or swatch cards
- damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments
- changes in the decibel level of motors or mechanisms utilized in height-adjustable products
- damage or marking of materials or abrading of textiles over time caused by sharp or foreign objects
- discoloration of textiles and surface materials due to soiling, stains, or dye transfer from clothing, including denim

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

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

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

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

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

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

Effective April 2019

HermanMiller

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

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®, Herman Miller, Bubble Lamps, Co/Struc, Cubert, Eames, Exclave, Flo, Formwork, Geiger, Locale, Maharam, Motia, Ode, Pellicle, and Sayl are among the registered trademarks of Herman Miller, Inc., and its owned subsidiaries

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

Geiger Warranty

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

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

Geiger Commercial Office Furniture Products

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

Geiger Textile Alliance Program SM Fabrics

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

Nonstandard Products

1 – 5 years
Warranty length on nonstandard products not covered by the 12-year warranty is identified on individual product quotes.

All Other Products, Parts and Services

2 years
Height adjustable bases (electrical parts).

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

3 years
All service parts.

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

None
For other manufacturers' products, Geiger will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, open line laminates.

Provisions that apply to all products and services:

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

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

Geiger Warranty (continued)

Geiger does not warrant:

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

In addition, Geiger does not warrant:

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

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

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

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

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

Nemschoff

Limited Lifetime Warranty

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

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

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

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

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

5 years for all other mechanisms and mechanical components

5 years for Overbed Tables, Physician and Caregiver Stools

5 years for lighting

5 years on Nemschoff Performance Fabric (NPF)

1 year for electrical outlets

1 year for Privacy Panels (Palisade)

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

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

Customers Own Material (COM) is not covered under warranty

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

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

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

2218 Julson Court
Sheboygan, WI 53082

800 203 8916 Phone
920 471 0292 Fax
nemscho .com

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

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

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

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

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

2218 Julson Court
Sheboygan, WI 53082

800 203 8916 Phone
920 471 0292 Fax
nemschoff.com

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v6 06.2019

Schedule 1

Warranty information

7 years

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

Exceptions

5 years

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

Fabric

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

Limitations and Exceptions

A) General

The warranties set out in Part 1 of Schedule 1:

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

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

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

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

naughtone HQ
Knaresborough Tech Park
Manse Lane
Knaresborough HG5 8LF
Great Britain
VAT Registration Number 859435287

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

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

Useful Beautiful Furniture
British Designed
Since 2005

www.naughtone.com

Warranty

Coverage

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

Other Warranties

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

Exclusions

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

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

Limitation of Liability

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

framery

Framery warranty

1 Framery warrants that the goods will meet the Specifications.

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

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

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

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

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

5.2. normal wear and tear; or

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

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

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

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

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

6. Additionally the warranty does not apply to:

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

6.2. pilling of textiles, or

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

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

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

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

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

6.8. damages due to misuse or vandalism, or

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

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

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

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

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

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

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

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

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

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

HAY

2-year warrenty

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

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

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

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

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

The warrenty is valid from January 1, 2015.

Nine United Denmark A/S Havnen 1 8700 Horsens Denmark www.hay.dk +45 4282 0282

REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

Aggregate MWSBE Goal 10% for the City of Charlotte usage estimated to be $500,000 annually.

A list of current registered and certified MWSBEs can be found at www.charlottebusinessinclusion.com.

Failure to submit this form shall deem a Proposal non-responsive.

Company Name:	Herman Miller, Inc.

Please indicate if **your company** is any of the following:

____ MBE ____WBE ____SBE __x__ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

members of National Minority Supplier Development Council, Great Lakes Women's Business Council, Veteran owned Business Roundtable, Michigan, Chicago & Atlanta Minority Council

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

attend local/national diversity conferences and host internal events to connect with qualify firms that meets HMI requirements.

[Form continues on next page]

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

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

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

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

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

Representative (signed): Kavy Lenon

9/26/2019
Date

Kavy Lenon
Representative Name

CBI FORM 4: Letter of Intent

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

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

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

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

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

Furniture installation, Moving and Warehousing

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

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

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

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

REQUIRED FORM 6

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

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

REQUIRED FORM 10 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

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

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

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

EXHIBIT D – FEDERAL CONTRACT TERMS AND CONDITIONS

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

1. **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form 8 – Vendor Debarment Certification is incorporated herein as Form D.1 below.

2. **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act**. The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5. **Energy Efficiency**. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. The Company certifies that:

   6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

6.4. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.

12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

REQUIRED FORM 8 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☒ **I hereby certify as stated above:**

Jay Lanenga
(Print Name)

Signature

Director of Commercial Contracts
Title

7-30-19
Date

☐ **I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

(Print Name)

Signature

Title

Date

REQUIRED FORM 9 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

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

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

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

Jay Lanenga	Herman Miller Inc.
(Print Name)	Company Name
	855 East Main Avenue
Authorized Signature	Address
7-30-19	Zeeland, Michigan 49464
Date	City/State/Zip

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 Ottawa NW, Suite 301 Grand Rapids MI 49503	CONTACT NAME: Carolyn Schultz PHONE (A/C, No, Ext): 616-233-0910 FAX (A/C, No): 616-233-0923 E-MAIL ADDRESS: carolyn_schultz@ajg.com
INSURED HERMMIL-02 Herman Miller, Inc 855 E Main Ave. Zeeland, MI 49464	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Travelers Indemnity Company of CT — 25682 INSURER B: Standard Fire Insurance Company — 19070 INSURER C: Everest National Insurance Company — 10120 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 150310746 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		HC2EGLSA-475M286A-19	6/1/2019	6/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 25,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			HC2ECAP-475M2858-19	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			XC8EX0D052191	6/1/2019	6/1/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HC2CUB-475M2650-19	6/1/2019	6/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #2020000622

City of Charlotte shall shown as additional insured solely with respect to general liability coverage per form CG D4 11 (designated person or organization) as evidenced herein as required by written contract with respect to work performed by the named insured. General liability coverage is primary/non contributory basis per forms CGT100. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER

City of Charlotte
600 East 4th street 9th Floor
Charlotte NC 28202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

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

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties now desire to amend the Contract to incorporate certain other changes.

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

AGREEMENT

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

29.6. FORCE MAJEURE.

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

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

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

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

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

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

   REQUIRED FORM 4 – DELIVERY AND WARRANTY

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

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

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

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

[Signature Page Follows]

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

HERMAN MILLER, INC.

DocuSigned by:

BY: Jay Lanenga
48042DC39648450...
(signature)

PRINT NAME: Jay Lanenga

TITLE: Director of Contracts

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

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF
CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: May 27, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2020000622

Amendment #: 1

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

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

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

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Angela Charles
Key: f56f2b821d6208b08604836add26b831

Contract#: 2020000622
Amendment#: 2
Vendor#: 308726

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

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

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.

C. The parties now desire to amend the Contract to incorporate certain other changes.

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

AGREEMENT

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

[Signature Page Follows]

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

HERMAN MILLER, INC.

BY: Preston Z Ziegler:A0109B30000016D1C502E07000 00E76 Digitally signed by Preston Z Ziegler:A0109B30000016D1C502E07000 00E76 Date: 2021.02.04 17:28:18 -05'00' _____
(signature)

PRINT NAME: Preston Z. Ziegler

TITLE: Contract Manager

DATE: 02/04/2021

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF
CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: February 16, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000622

Amendment #: 2

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

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

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

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: f56f2b82106206b08604836a8d98b831

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

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

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

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

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

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

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

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR

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

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 Ottawa NW, Suite 301
Grand Rapids MI 49503

CONTACT NAME: Carolyn Schultz
PHONE (A/C, No, Ext): 616-233-0910 **FAX (A/C, No):** 616-233-0923
E-MAIL ADDRESS: carolyn_schultz@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of CT	25682
INSURER B : Standard Fire Insurance Company	19070
INSURER C : Everest National Insurance Company	10120
INSURER D :	
INSURER E :	
INSURER F :	

INSURED HERMMIL-02
Herman Miller, Inc
855 E Main Ave.
Zeeland, MI 49464

COVERAGES **CERTIFICATE NUMBER:** 710705964 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		HC2EGLSA-475M286A-20	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 25,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			HC2ECAP-475M286A-20	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XC8CU00048-201	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-4P920303-20-NC-T	6/1/2020	6/1/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract #2020000622-2.
City of Charlotte shall shown as additional insured solely with respect to general liability coverage per form CG D4 11 (designated person or organization) as evidenced herein as required by written contract with respect to work performed by the named insured. General liability coverage is primary/non contributory basis per forms CGT100. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER
City of Charlotte
600 East 4th street 9th Floor
Charlotte NC 28202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

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

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.

C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.

D. The parties now desire to amend the Contract to add and delete product lines and incorporate certain other changes.

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

AGREEMENT

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

[Signature Page Follows]

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

HERMAN MILLER, INC.

BY: Preston Z Ziegler:A0109B30000016D1C502E0700000E76 Digitally signed by Preston Z Ziegler:A0109B30000016D1C502E0700000E76 Date: 2021.03.22 12:47:53 -04'00'
(signature)

PRINT NAME: Preston Z. Ziegler

TITLE: Contract Manager

DATE: 3/19/2021

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: March 29, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000622

Amendment #: 3

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

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: [illegible]

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100.000		$100,001 - $400.000		$400.001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 & AO2 Panels (B)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	September 3, 2019	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	September 3, 2019	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	September 3, 2019	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	September 3, 2019	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Accessories (8)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	C-Style Overhead Storage (CS)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Sytems Furniture - Ancillary	Energy Distribution System (C)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	January 4, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Sytems Furniture - Ancillary	Generic (R)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Innovative Products (IP)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Sytems Furniture - Ancillary	Keys & Locks (KA)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Lighting (A)	September 3, 2019	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	Textiles (K)	September 3, 2019	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Global (Z3)	September 3, 2019	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Burdick Group™ (V)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	January 4, 2021	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	September 3, 2019	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	September 3, 2019	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	September 3, 2019	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	January 4, 2021	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	September 3, 2019	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	September 3, 2019	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	September 3, 2019	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	January 4, 2021	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	January 4, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JE)	January 4, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Renew Link (IB)	September 3, 2019	67.00%	65.00%	69.00%	67.00%	Negotiable

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

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

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

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

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

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

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

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

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

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

3. FIXED STORAGE RANGE RATE / FT² :	$1.50/sq.ft - $1.85/sq.ft

4. INCENTIVES:	
DESCRIPTION	**AMOUNT OR PERCENTAGE**
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer
*Each Incentive listed above would be seperately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.	

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

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 Ottawa NW, Suite 301
Grand Rapids MI 49503

CONTACT NAME: Carolyn Schultz
PHONE (A/C, No, Ext): 616-233-0910 FAX (A/C, No): 616-233-0923
E-MAIL ADDRESS: carolyn_schultz@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of CT	25682
INSURER B : Standard Fire Insurance Company	19070
INSURER C : Everest National Insurance Company	10120
INSURER D :	
INSURER E :	
INSURER F :	

INSURED HERMMIL-02
Herman Miller, Inc
855 E Main Ave.
Zeeland, MI 49464

COVERAGES **CERTIFICATE NUMBER:** 942495865 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		HC2EGLSA-475M286A-20	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 25,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			HC2ECAP-475M286A-20	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XC8CU00048-201	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB-4P920303-20-NC-T	6/1/2020	6/1/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract #2020000622-3.
City of Charlotte shall shown as additional insured solely with respect to general liability coverage per form CG D4 11 (designated person or organization) as evidenced herein as required by written contract with respect to work performed by the named insured. General liability coverage is primary/non contributory basis per forms CGT100. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER
City of Charlotte
600 East 4th street 9th Floor
Charlotte NC 28202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contract#:2020000622
Amendment#:4
Vendor#:308726

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

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

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Fourth Amendment") is made and entered into this 27 day of July, 2021, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Furniture, Installation, and Related Products and Services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.

C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.

D. The parties amended the Contract to add and delete product lines.

E. The parties now desire to amend the Contract to incorporate changes to the Pricing Sheet and certain other changes.

.

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

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.

2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.

3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the new catalog date which are attached hereto as Exhibit A.3.

4. Exhibit D of the Contract ("Federal Contract Terms and Conditions) is hereby appended as follows:

> *14.* ***Domestic (U.S.) Procurement Preference.*** *Herman Miller, Inc. should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*
>
> Notwithstanding anything to the contrary herein: (i) the appended Section 14 shall only apply to the extent it would not significantly increase pricing to Company's end customers; and (ii) end customers utilizing the Contract will notify Company of their desire to exercise domestic procurement preferences either under the Buy American Act, Trade Agreements Act, or the appended Section 14 above as modified by this paragraph.

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

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

[Signature Page Follows]

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

HERMAN MILLER, INC

Preston Z Ziegler:A0109B3000001 6D1C502E0700000E76 Digitally signed by Preston Z Ziegler:A0109B3000001 6D1C502E0700000E76 Date: 2021.06.16 08:25:38 -04'00'

BY: _____
(signature)

PRINT NAME: Preston Z. Ziegler

TITLE: Contract Manager

DATE: 6/16/2021

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF
CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: July 27, 2021

Submitted by: Brian Winegard

Submitter email: brian.winegard@charlottenc.gov

Contract #: 2020000622

Amendment #: 4

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

Vendor Legal Name: Herman Miller Inc

Vendor #: 308726

REQUIRED ATTACHMENT(S):

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f66f2b62106208b066c4636a4d96b831

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 & AO2 Panels (B)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	June 7, 2021	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	June 7, 2021	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Accessories (8)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	C-Style Overhead Storage (CS)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Sytems Furniture - Ancillary	Energy Distribution System (C)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Sytems Furniture - Ancillary	Generic (R)	June 7, 2021	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Innovative Products (IP)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Sytems Furniture - Ancillary	Keys & Locks (KA)	June 7, 2021	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Lighting (A)	June 7, 2021	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	Textiles (K)	June 7, 2021	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Global (Z3)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	June 7, 2021	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	June 7, 2021	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	June 7, 2021	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	June 7, 2021	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	June 7, 2021	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	June 7, 2021	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	June 7, 2021	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	June 7, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	June 7, 2021	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Renew Link (IB)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Tables (IE)	June 7, 2021	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Freestanding Furniture	Geiger Domino Storage™ (DS)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Eco™ Group (GF)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Keycira™ Express (HN) *(discontinued)*						
Freestanding Furniture	Geiger Levels® (HV)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (H1)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Triuna™ Collection (G2)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	June 7, 2021	43.00%	41.00%	45.00%	43.00%	Negotiable
Freestanding Furniture	Rhythm (RM)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	June 7, 2021	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	June 7, 2021	37.25%	35.25%	38.25%	36.25%	Negotiable
Seating / Chairs	Caper® Chair (WC)	June 7, 2021	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Celle® Chair (TR)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Chadwick™ Modular Seating (V)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Cosm (FC)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	June 7, 2021	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV)	June 7, 2021	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO)	June 7, 2021	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Lino (MI)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	June 7, 2021	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	SAYL® (AV)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	June 7, 2021	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Verus (PI)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	June 7, 2021	51.00%	49.00%	52.00%	50.00%	Negotiable

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

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	June 7, 2021	54.00%	52.00%	55.00%	53.00%	Negotiable
Limited Product Lines	Design Within Reach	June 7, 2021	20.00%	18.00%	20.00%	18.00%	Negotiable
D	Herman Miller for Healthcare Action Lab (D)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	June 7, 2021	12.00%	10.00%	12.00%	10.00%	Negotiable
CH	Mora (CH)	June 7, 2021	51.00%	49.00%	53.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	June 7, 2021	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	June 7, 2021	54.00%	52.00%	56.00%	54.00%	Negotiable
CW	Magis® Alliance (CW)	June 7, 2021	40.00%	38.00%	42.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX) ***(discontinued)***						

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

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

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

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

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

Note:

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE $300 fee per delivery.

2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
   - *Major Metro Markets include large population centers and urban environments.*

3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value

4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value

5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.

6) Local Prevailing Wage and/or Union Labor Rates

7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.

8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

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

NTE = Not To Exceed

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

3. FIXED STORAGE RANGE RATE / FT² :	$1.50/sq.ft - $1.85/sq.ft

4. INCENTIVES:	
DESCRIPTION	**AMOUNT OR PERCENTAGE**
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer
*Each Incentive listed above would be seperately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.	

Contract#: 202000622
Amendment#: 5
Vendor#: 308726

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Fifth Amendment") is made and entered into this 3rd of February 2022, by and between Herman Miller, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.

C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.

D. The parties amended the Contract to add and delete product lines.

E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and appended the Federal Contract Terms and Conditions.

F. The parties now desire to amend the Contract to replace the Commercial Non-Discrimination clause, to add and delete product lines, to make adjustments to pricing, and to incorporate certain other changes.

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

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fifth Amendment by reference.
2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition and deletion of product lines and the price adjustments in the January 4, 2022 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.4.
4. Section 27 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

   REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Herman Miller, Inc. agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at http://library.municode.com/index.aspx?clientId=19970 and incorporated herein by reference. Herman Miller, Inc. consents to be bound by the award of any arbitration conducted thereunder."

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

[Signature Page Follows]

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

HERMAN MILLER, INC.

Preston Z Ziegler:A0109B3000001 6D1C502E0700000E76

Digitally signed by Preston Z Ziegler:A0109B30000016D1C502E0700000E76
Date: 2022.02.04 09:03:19 -05'00'

BY: _____
(signature)

PRINT NAME: Preston Z. Ziegler

TITLE: Contract Manager

DATE: 2/4/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: February 17, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000622

Amendment #: 5

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

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: [illegible]

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 & AO2 Panels (B)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	January 4, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	January 4, 2022	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Accessories (8)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	C-Style Overhead Storage (CS)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Sytems Furniture - Ancillary	Energy Distribution System (C)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Sytems Furniture - Ancillary	Generic (R)	January 4, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Innovative Products (IP)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Sytems Furniture - Ancillary	Keys & Locks (KA)	January 4, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Lighting (A)	January 4, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	Textiles (K)	January 4, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Global (Z3)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	January 4, 2022	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	January 4, 2022	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	January 4, 2022	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	January 4, 2022	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	January 4, 2022	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	January 4, 2022	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	January 4, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	January 4, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Renew Link (IB)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Tables (IE)	January 4, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Freestanding Furniture	Geiger Domino Storage™ (DS)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Eco™ Group (GF)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Keycira™ Express (HN) *(discontinued)*						
Freestanding Furniture	Geiger Levels® (HV)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (H1)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Triuna™ Collection (G2)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	January 4, 2022	43.00%	41.00%	45.00%	43.00%	Negotiable
Freestanding Furniture	Rhythm (RM)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	January 4, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	January 4, 2022	37.25%	35.25%	38.25%	36.25%	Negotiable
Seating / Chairs	Betwixt Seating (LN)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Caper® Chair (WC)	January 4, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Celle® Chair (TR) *(discontinued)*						
Seating / Chairs	Chadwick™ Modular Seating (V)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Comma Seating (WR)	January 4, 2022	48.00%	46.00%	50.00%	48.00%	Negotiable
Seating / Chairs	Cosm (FC)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	January 4, 2022	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV)	January 4, 2022	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO)	January 4, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Lino (MI)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	SAYL® (AV)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Seating / Chairs	Verus (PI)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	January 4, 2022	22.00%	20.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Leeway (LA)	January 4, 2022	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	January 4, 2022	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Whisk (HX)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	HAY HM (2C)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	naughtone (NO)	January 4, 2022	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nemschoff	January 4, 2022	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	January 4, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	January 4, 2022	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	January 4, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Striad (SD)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	January 4, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	January 4, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	January 4, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Nemschoff Bedside Cabinet (CD)	January 4, 2022	46.00%	44.00%	47.00%	45.00%	Negotiable
Filing Systems, Storage & Equipment	OE1 Storage (JE)	January 4, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	January 4, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	January 4, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	January 4, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	January 4, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co Struc® (S)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	January 4, 2022	54.00%	52.00%	55.00%	53.00%	Negotiable
Limited Product Lines	Design Within Reach	January 4, 2022	20.00%	18.00%	20.00%	18.00%	Negotiable
D	Herman Miller for Healthcare Action Lab (D)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	January 4, 2022	12.00%	10.00%	12.00%	10.00%	Negotiable
CH	Mora (CH)	January 4, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	January 4, 2022	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	January 4, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
CW	Magis® Alliance (CW)	January 4, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX) ***(discontinued)***						

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

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

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

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

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

Note:

1. **Drop Ship,** price includes product delivery to the site, the purchaser is responsible for unloading.

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

3. **Basic Installation,** price includes inside delivery, unerating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE $300 fee per delivery.

2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
   - *Major Metro Markets include large population centers and urban environments.*

3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value

4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value

5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.

6) Local Prevailing Wage and/or Union Labor Rates

7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.

8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

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

NTE = Not To Exceed

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

3. FIXED STORAGE RANGE RATE / FT² :	$1.50/sq.ft - $1.85/sq.ft

4. INCENTIVES:	
DESCRIPTION	**AMOUNT OR PERCENTAGE**
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer
*Each Incentive listed above would be seperately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.	

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

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

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.

C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.

D. The parties amended the Contract to add and delete product lines.

E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.

F. The parties amended the Contract to replace the pricing sheet due to addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.

G. The parties now desire to amend the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

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

AGREEMENT

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

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

[Signature Page Follows]

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

HERMAN MILLER, INC.

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

PRINT NAME: Preston Z. Ziegler

TITLE: Contract Manager

DATE: 10/4/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: November 07, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2020000622

Amendment #:

Contract Name: Citywide Furniture

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: [illegible]

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 & AO2 Panels (B)	October 3, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	October 3, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Private Office (FV)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Intent Solution (CF)	October 3, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	October 3, 2022	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Accessories (8)	October 3, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	C-Style Overhead Storage (CS)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Sytems Furniture - Ancillary	Energy Distribution System (C)	October 3, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Sytems Furniture - Ancillary	Generic (R)	October 3, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Innovative Products (IP)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Sytems Furniture - Ancillary	Keys & Locks (KA)	October 3, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Lighting (A)	October 3, 2022	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	Textiles (K)	October 3, 2022	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Global (Z3)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Ambit (IH)	October 3, 2022	65.00%	63.00%	65.50%	63.50%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	October 3, 2022	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	October 3, 2022	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Easton Seating and Tables (5Y, 5J)	October 3, 2022	47.00%	45.00%	47.00%	45.00%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	October 3, 2022	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	October 3, 2022	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	October 3, 2022	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (JD)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	October 3, 2022	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	October 3, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	October 3, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Renew Link (IB)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
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CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Freestanding Furniture	Renew Tables (IE)	October 3, 2022	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Domino Storage™ (DS)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Eco™ Group (GF)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Keycira™ Express (HN) *(discontinued)*						
Freestanding Furniture	Geiger Levels® (HV)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (H1)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Triuna™ Collection (G2)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	October 3, 2022	43.00%	41.00%	45.00%	43.00%	Negotiable
Freestanding Furniture	Rhythm (RM)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	October 3, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	October 3, 2022	37.25%	35.25%	38.25%	36.25%	Negotiable
Seating / Chairs	Betwixt Seating (LN)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Caper® Chair (WC)	October 3, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Celle® Chair (TR) *(discontinued)*						
Seating / Chairs	Chadwick™ Modular Seating (V)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Comma Seating (WR)	October 3, 2022	48.00%	46.00%	50.00%	48.00%	Negotiable
Seating / Chairs	Cosm (FC)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	October 3, 2022	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV)	October 3, 2022	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO)	October 3, 2022	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Lino (MI)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	SAYL® (AV)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Seating / Chairs	Stools (SO)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Verus (PI)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	October 3, 2022	22.00%	20.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Leeway (LA)	October 3, 2022	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	October 3, 2022	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Whisk (HX)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Zeph (BA)	October 3, 2022	53.50%	51.50%	54.50%	52.50%	Negotiable
Soft Seating	HAY HM (2C)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	naughtone (NO)	October 3, 2022	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nemschoff	October 3, 2022	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Swoop™ (OA)	October 3, 2022	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	October 3, 2022	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	October 3, 2022	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Objects (AB)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Striad (SD)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases Book Cases (MS)	October 3, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	October 3, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	October 3, 2022	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Nemschoff Bedside Cabinet (CD)	October 3, 2022	46.00%	44.00%	47.00%	45.00%	Negotiable
Filing Systems, Storage & Equipment	OE1 Storage (JE)	October 3, 2022	67.25%	65.25%	68.25%	66.25%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2)	October 3, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A)	October 3, 2022	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ)	October 3, 2022	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable

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CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	October 3, 2022	66.80%	64.80%	68.20%	66.20%	Negotiable
OTHER RELATED PRODUCTS	**PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG**	**CATALOG DATE**	**DROP SHIP**	**INSIDE DELIVERY**	**DROP SHIP**	**INSIDE DELIVERY**	**ALL SERVICE OPTIONS**
S	Co Struc® (S)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	October 3, 2022	54.00%	52.00%	55.00%	53.00%	Negotiable
Limited Product Lines	Design Within Reach	October 3, 2022	20.00%	18.00%	20.00%	18.00%	Negotiable
D	Herman Miller for Healthcare Action Lab (D)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	October 3, 2022	12.00%	10.00%	12.00%	10.00%	Negotiable
CH	Mora (CH)	October 3, 2022	51.00%	49.00%	53.00%	51.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	October 3, 2022	50.00%	50.00%	50.00%	50.00%	Negotiable
MN	Overlay (MN)	October 3, 2022	54.00%	52.00%	56.00%	54.00%	Negotiable
CW	Magis® Alliance (CW)	October 3, 2022	40.00%	38.00%	42.00%	40.00%	Negotiable
CX	Mattiazzi Alliance (CX) *(discontinued)*						

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

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

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

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

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

Note:

1. **Drop Ship,** price includes product delivery to the site, the purchaser is responsible for unloading.

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

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

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE $300 fee per delivery.

2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value
- *Major Metro Markets include large population centers and urban environments.*

3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value

4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value

5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.

6) Local Prevailing Wage and/or Union Labor Rates

7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.

8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

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

NTE = Not To Exceed

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

3. FIXED STORAGE RANGE RATE / FT² :	$1.50/sq.ft - $1.85/sq.ft

4. INCENTIVES:	
DESCRIPTION	**AMOUNT OR PERCENTAGE**
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer

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

EXHIBIT A.7
CBE 607661-25
OMNIA CONTRACT AMENDMENT 7

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

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

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.

C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.

D. The parties amended the Contract to add and delete product lines.

E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.

F. The parties amended the Contract to replace the pricing sheet due to the addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.

G. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

H. The parties now desire to amend the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

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

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.

2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.

3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition of product lines and the price adjustments in the July 5, 2023, verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.7.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

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

[Signature Page Follows]

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

HERMAN MILLER, INC:

DocuSigned by:

BY: Jay Lanenga
(signature)

PRINT NAME: Jay Lanenga

TITLE: Senior Director of Contracts

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

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF
CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 21, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000622

Amendment #: 7

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

Vendor Legal Name: Herman Miller, Inc.

Vendor #: 308726

REQUIRED ATTACHMENT(S):

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f55f2b82106208c08604838a6d96b8

DocuSign Envelope ID: 0303DA2A-754B-4267-81D0-D73D15F16A26

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 & AO2 Panels (B)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR) (discontinued)	July 5, 2023					
Systems Furniture	Canvas Office Landscape® Private Office (FV)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Geiger Keyens (HN)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture	Intent Solution (CF)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	July 5, 2023	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV) (*discontinued*)	July 5, 2023					
Sytems Furniture - Ancillary	Accessories (8)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	C-Style Overhead Storage (CS)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Sytems Furniture - Ancillary	Energy Distribution System (C)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Textile Pillows (PM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Textiles (HA)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Sytems Furniture - Ancillary	Generic (R)	July 5, 2023	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Innovative Products (IP)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Sytems Furniture - Ancillary	Keys & Locks (KA) (discontinued)	July 5, 2023					
Sytems Furniture - Ancillary	Lighting (A)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	Textiles (K)	July 5, 2023	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Global (Z3)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive Portfolio - CBS Products Extension (Z4)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Ambit (IH)	July 5, 2023	65.00%	63.00%	65.50%	63.50%	Negotiable
Freestanding Furniture	BassamFellows (BZ)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	July 5, 2023	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Cyclade Tables (F2)	July 5, 2023	41.50%	39.50%	43.00%	41.00%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	July 5, 2023	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Easton Seating and Tables (5Y, 5J)	July 5, 2023	47.00%	45.00%	47.00%	45.00%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	July 5, 2023	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	July 5, 2023	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Domino Storage™ (DS)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Freestanding Furniture	Geiger Eco™ Group (GF)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Levels® (HV)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (H1)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Triuna™ Collection (G2)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	July 5, 2023	43.00%	41.00%	45.00%	43.00%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	July 5, 2023	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Intersect® Portfolio (CP)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson Bed (NB)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	July 5, 2023	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Community Elements (JP)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Passport Work Table (JQ)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Link (IB)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Tables (IE)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Asari Chair (NU)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	July 5, 2023	37.25%	35.25%	38.25%	36.25%	Negotiable
Seating / Chairs	Betwixt Seating (LN)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Caper® Chair (WC)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Chadwick™ Modular Seating (V)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Comma Seating (WR)	July 5, 2023	48.00%	46.00%	50.00%	48.00%	Negotiable
Seating / Chairs	Cosm (FC)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	July 5, 2023	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Fold (NE)	July 5, 2023	52.25%	50.25%	52.75%	50.75%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Seating / Chairs	Pull Loop (IG)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	July 5, 2023	22.00%	20.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV) (discontinued)	July 5, 2023					
Seating / Chairs	Leeway (LA)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (PO) (discontinued)	July 5, 2023					
Seating / Chairs	Lino (MI)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	July 5, 2023	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	SAYL® (AV)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Verus (PI)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Vantum Gaming (XM)	July 5, 2023	29.60%	27.60%	30.60%	28.60%	Negotiable
Seating / Chairs	Whisk (HX) (discontinued)	July 5, 2023					
Seating / Chairs	Zeph (BA)	July 5, 2023	53.50%	51.50%	54.50%	52.50%	Negotiable
Soft Seating	American Leather (AM)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	July 5, 2023	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	HAY HM (2C)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Lava Modular Sofa Group (JA)	July 5, 2023	41.50%	39.50%	43.00%	41.00%	Negotiable
Soft Seating	Naughtone (NO)	July 5, 2023	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nelson Cube Sofa (ND)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Nemschoff	July 5, 2023	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Objects (AB)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Rapport (CM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Striad (SD)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Swoop™ (OA)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Wilkes Modular Sofa Group (MI)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	July 5, 2023	52.00%	50.00%	54.00%	52.00%	Negotiable

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1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	July 5, 2023	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Verticals (MV) (discontinued)	July 5, 2023					
Filing Systems, Storage & Equipment	Nelson™ Cabinets (NC)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage & Equipment	Healthcare Bedside Cabinets (CD)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable
Filing Systems, Storage & Equipment	OE1 Storage (JE)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable
Filing Systems, Storage & Equipment	Quadrant B-Front Lateral Files (2) (discontinued)	July 5, 2023					
Filing Systems, Storage & Equipment	Quadrant B-Front Pedestals (BP) (discontinued)	July 5, 2023					
Filing Systems, Storage & Equipment	Quadrant F-Front Lateral Files (2A) (discontinued)	July 5, 2023					
Filing Systems, Storage & Equipment	Quadrant F-Front Pedestals (BQ) (discontinued)	July 5, 2023					
Filing Systems, Storage & Equipment	Tu® Laterals (UL)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Pedestals (UP)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Storage (US)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Towers (UT)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cases (UW)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Credenzas (UJ)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Cubbies (UH)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Peds (UF)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage & Equipment	Tu® Wood Towers (UI)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	July 5, 2023	54.00%	52.00%	55.00%	53.00%	Negotiable
Limited Product Lines	Design Within Reach	July 5, 2023					
D	Herman Miller for Healthcare Action Lab (D)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	July 5, 2023	12.00%	10.00%	12.00%	10.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	July 5, 2023	50.00%	50.00%	50.00%	50.00%	Negotiable
CW	Magis® Alliance (CW) (discontinued)	July 5, 2023					
CH	Mora (CH)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
MN	Overlay (MN)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
300 Ottawa NW
Suite 301
Grand Rapids MI 49503

CONTACT NAME: Carolyn Schultz
PHONE (A/C, No, Ext): 616-233-0910 **FAX (A/C, No):** 616-233-0923
E-MAIL ADDRESS: carolyn_schultz@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of CT	25682
INSURER B : Everest National Insurance Company	10120
INSURER C : Standard Fire Insurance Company	19070
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Herman Miller, Inc
855 E Main Ave.
Zeeland, MI 49464
HERMMII -02

COVERAGES **CERTIFICATE NUMBER:** 1541665524 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		HC2EGLSA9P53026ATCT23	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 4,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HC2ECAP9P530258TCT23	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XC8CU00048231	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB4T50865923NCT	6/1/2023	6/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract #2020000622 - FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES.

City of Charlotte is included as an additional insured on the General Liability policy.

CERTIFICATE HOLDER

City of Charlotte
600 East 4th Street,
Charlotte NC 28202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT A.8
CBE 607661-25
OMNIA CONTRACT AMENDMENT 8

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

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

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.

C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.

D. The parties amended the Contract to add and delete product lines.

E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.

F. The parties amended the Contract to replace the pricing sheet due to the addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.

G. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

H. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

I. The company now seeks to assume all of Knoll Inc.'s rights, titles, interests, and responsibilities under the agreement.

J. The parties now desire to amend the Contract to extend the Term of the Contract by the first of two (2) one-year renewal terms, to incorporate all pricing and warranties, and to incorporate certain other changes.

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

AGREEMENT

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

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

[Signature Page Follows]

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

MILLERKNOLL, INC.:

DocuSigned by:

BY: Jay Lanenga
D9BB59CE6D14447...
(Signature)

PRINT NAME: Jay Lanenga

TITLE: Senior Director of Contracts

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

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME:

TITLE:

DATE:

CITY OF
CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: May 13, 2024

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000622

Amendment #: 8

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

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

Vendor #: 308726

REQUIRED ATTACHMENT(S):

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f6f72b8210620 8b0800483 6a6d96b8

EXHIBIT A.8- PRICING SHEET
Herman Miller Product Line

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Systems Furniture	Action Office® 1 & AO2 Panels (B)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Action Office® 2 Components (J)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture	Canvas Channel (FZ)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Dock (FD)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Group-Based (FR) (discontinued)	July 5, 2023					
Systems Furniture	Canvas Office Landscape® Private Office (FV)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Office Landscape® Wall-Based (FT)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Canvas Vista (FX)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Ethospace® (U)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Systems Furniture	Formwork™ (CY)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Systems Furniture	Geiger Keyera (HS)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture	Intent Solution (CF)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Systems Furniture	Layout Studio® (LS)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Systems Furniture	Prospect (CB)	July 5, 2023	53.20%	51.20%	54.50%	52.50%	Negotiable
Systems Furniture	Public Office Landscape™ (BV) (*discontinued*)	July 5, 2023					
Sytems Furniture - Ancillary	Accessories (8)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	C-Style Overhead Storage (CS)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Sytems Furniture - Ancillary	Energy Distribution System (C)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Systems Furniture - Ancillary	Geiger Custom Product (G8)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Generic (HR)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Textile Pillows (PM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Systems Furniture - Ancillary	Geiger Textiles (HA)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Sytems Furniture - Ancillary	Generic (R)	July 5, 2023	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Innovative Products (IP)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Sytems Furniture - Ancillary	Keys & Locks (KA) (discontinued)	July 5, 2023					
Sytems Furniture - Ancillary	Lighting (A)	July 5, 2023	70.50%	68.50%	71.50%	69.50%	Negotiable
Sytems Furniture - Ancillary	Textiles (K)	July 5, 2023	64.00%	64.00%	66.00%	66.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® CBS Portfolio (Z2)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Ergonomic Portfolio (ZZ)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Sytems Furniture - Ancillary	Thrive® Global (Z3)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Systems Furniture - Ancillary	Thrive Portfolio - CBS Products Extension (Z1)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Freestanding Furniture	AGL Table Group™ (DF)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Ambit (IH)	July 5, 2023	65.00%	63.00%	65.50%	63.50%	Negotiable
Freestanding Furniture	BassamFellows (BZ)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Burdick Group™ (Y)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Canvas Office Landscape® Metal Desk (FK)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Commend (HQ)	July 5, 2023	66.50%	64.50%	68.50%	66.50%	Negotiable
Freestanding Furniture	Cyclade Tables (F2)	July 5, 2023	41.50%	39.50%	43.00%	41.00%	Negotiable
Freestanding Furniture	Eames® Tables (ET)	July 5, 2023	48.70%	46.70%	51.30%	49.30%	Negotiable
Freestanding Furniture	Nemschoff Easton Seating and Tables (5Y, 5J)	July 5, 2023	48.00%	47.00%	48.00%	47.00%	Negotiable
Freestanding Furniture	Ergonomic Computer Furniture (TE)	July 5, 2023	64.00%	62.00%	66.00%	64.00%	Negotiable
Freestanding Furniture	Everywhere™ Tables (IV)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Exclave Performance Gear (EX)	July 5, 2023	53.30%	51.30%	54.70%	52.70%	Negotiable
Freestanding Furniture	Geiger Axon (HW)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Domino Storage™ (DS)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Freestanding Furniture	Geiger Catalyst™ (HL)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Caucus Conferencing Suite™ (HY)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Conference Tables (HZ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable

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EXHIBIT A.8- PRICING SHEET
Herman Miller Product Line

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Freestanding Furniture	Geiger Eco™ Group (GF)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Elsi (LC)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Levels® (HV)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger MP Tables (HE)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Occasional Tables (H9)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger One Casegoods (H1)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Other (GZ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri/Eco Common (GT)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ Casegoods (GR)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Petri™ CaseSystem (GQ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Rhythm Casegoods (RM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Shelf (SS)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Tablet® Casegoods (G9)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Truma™ Collection (G2)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Freestanding Furniture	Geiger Ward Bennett™ Tables & Storage (H3)	July 5, 2023	43.00%	41.00%	45.00%	43.00%	Negotiable
Freestanding Furniture	Headway Conference Tables (IM)	July 5, 2023	66.50%	64.50%	68.60%	66.50%	Negotiable
Freestanding Furniture	Herman Miller International Collection™ (IK)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Freestanding Furniture	Herman Miller Tables (F)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Freestanding Furniture	Interpret® Portfolio (CP)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Freestanding Furniture	Motia Table (AH)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nelson Bed (NB)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nelson Lighting (NL)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nelson™ Tables (NX)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Freestanding Furniture	Nevi Link (IL)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Nevi Sit-to-Stand Tables (ID)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	OE1 Boundary (JC)	July 5, 2023	66.25%	64.25%	67.25%	65.25%	Negotiable
Freestanding Furniture	OE1 Community Elements (JP)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Freestanding Furniture	OE1 Micro Packs (JD)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	OE1 Tables and Bench (JF)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable
Freestanding Furniture	Passport Work Table (IQ)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Link (IB)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Freestanding Furniture	Renew Tables (IE)	July 5, 2023	67.00%	65.00%	69.00%	67.00%	Negotiable
Seating / Chairs	Aeron® Chairs (EC)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Asari Chair (NU)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable
Seating / Chairs	Aside® Seating (PD)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Axa Folding Chair (XA)	July 5, 2023	37.25%	35.25%	38.25%	36.25%	Negotiable
Seating / Chairs	Betwixt Seating (LN)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Caper® Chair (WC)	July 5, 2023	53.00%	51.00%	55.00%	53.00%	Negotiable
Seating / Chairs	Chadwick™ Modular Seating (V)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Comma Seating (WR)	July 5, 2023	48.00%	46.00%	50.00%	48.00%	Negotiable
Seating / Chairs	Cosm (FC)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	July 5, 2023	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Fold (NE)	July 5, 2023	52.25%	50.25%	52.75%	50.75%	Negotiable

EXHIBIT A.8- PRICING SHEET
Herman Miller Product Line

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Seating/ Chairs	Full Loop (EG)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	July 5, 2023	22.00%	20.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (GS)	July 5, 2023	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Keyn (TV) (discontinued)	July 5, 2023					
Seating / Chairs	Leeway (LA)	July 5, 2023	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Limerick® Seating (FO) (discontinued)	July 5, 2023					
Seating / Chairs	Lino (MI)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (XX)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	July 5, 2023	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	SAYL® (AV)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Sehi® (RY)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Verus (PI)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Vantum Gaming (XM)	July 5, 2023	29.60%	27.60%	30.60%	28.60%	Negotiable
Seating / Chairs	Whisk (HX) (discontinued)	July 5, 2023					
Seating / Chairs	Zeph (BA)	July 5, 2023	53.50%	51.50%	54.50%	52.50%	Negotiable
Soft Seating	American Leather (AM)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Geiger Lounge Seating (HB)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	July 5, 2023	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	HAY HM (2C)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Luva Modular Sofa Group (JA)	July 5, 2023	41.50%	39.50%	43.00%	41.00%	Negotiable
Soft Seating	Naughtone (NO)	July 5, 2023	46.00%	44.00%	46.00%	44.00%	Negotiable
Soft Seating	Nelson Cube Sofa (ND)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Nemschoff	July 5, 2023	48.00%	47.00%	48.00%	47.00%	Negotiable
Soft Seating	Objects (AB)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Rapport (CM)	July 5, 2023	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Striad (SD)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Swoop™ (OA)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Wilkes Modular Sofa Group (MI)	July 5, 2023	46.00%	44.00%	48.00%	46.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Metal Filing & Storage (FM)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Canvas Office Landscape® Wood Filing & Storage (FF)	July 5, 2023	69.00%	67.00%	71.00%	69.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Laterals (MF)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Pedestals (MP)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Storage Cases/Book Cases (MS)	July 5, 2023	52.00%	50.00%	54.00%	52.00%	Negotiable
Filing Systems, Storage & Equipment	Meridian® Towers (MG)	July 5, 2023	52.00%	50.00%	54.00%	52.00%	Negotiable

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EXHIBIT A.8- PRICING SHEET
Herman Miller Product Line

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS								
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Filing Systems, Storage &	Meridian® Verticals (MV) (discontinued)	July 5, 2023					
Filing Systems, Storage &	Nelson™ Cabinets (NC)	July 5, 2023	37.00%	35.00%	39.00%	37.00%	Negotiable
Filing Systems, Storage &	Healthcare Bedside Cabinets (CD)	July 5, 2023	46.00%	44.00%	47.00%	45.00%	Negotiable
Filing Systems, Storage &	OE1 Storage (JE)	July 5, 2023	67.25%	65.25%	68.25%	66.25%	Negotiable
Filing Systems, Storage &	Quadrant B-Front Lateral Files (2) (discontinued)	July 5, 2023					
Filing Systems, Storage &	Quadrant B-Front Pedestals (BP) (discontinued)	July 5, 2023					
Filing Systems, Storage &	Quadrant F-Front Lateral Files (2A) (discontinued)	July 5, 2023					
Filing Systems, Storage &	Quadrant F-Front Pedestals (BQ) (discontinued)	July 5, 2023					
Filing Systems, Storage &	Tu® Laterals (UL)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage &	Tu® Pedestals (UP)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage &	Tu® Storage (US)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage &	Tu® Towers (UT)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage &	Tu® Wood Cases (UW)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage &	Tu® Wood Credenzas (UJ)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage &	Tu® Wood Cubbies (UH)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage &	Tu® Wood Peds (UF)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
Filing Systems, Storage &	Tu® Wood Towers (UI)	July 5, 2023	66.80%	64.80%	68.20%	66.20%	Negotiable
OTHER RELATED PRODUCTS	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
S	Co/Struc® (S)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
TW	Compass™ System (TW)	July 5, 2023	54.00%	52.00%	55.00%	53.00%	Negotiable
Limited Product Lines	Design Within Reach	July 5, 2023					
D	Herman Miller for Healthcare Action Lab (D)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
SA	Herman Miller for Healthcare Carts (SA)	July 5, 2023	12.00%	10.00%	12.00%	10.00%	Negotiable
OS	Living Office Hardware (OS) - does not include software/subscriptions	July 5, 2023	50.00%	50.00%	50.00%	50.00%	Negotiable
CW	Magis® Alliance (CW) (discontinued)	July 5, 2023					
CH	Mora (CH)	July 5, 2023	51.00%	49.00%	53.00%	51.00%	Negotiable
MN	Overlay (MN)	July 5, 2023	54.00%	52.00%	56.00%	54.00%	Negotiable

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EXHIBIT A.8- PRICING SHEET
Knoll Product Line

1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS			
CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND	DROP SHIP	INSIDE DELIVERY
Systems Furniture	DATE Antenna Workspaces. Date: July2023	68.5%	65.5%
Systems Furniture	AutoStrada. Date: July 2023	68.5%	65.5%
Systems Furniture	Currents. DISCONTINUED		
Systems Furniture	Dividends Horizon. Date: July 2023	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: July 2023	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: July 2023	68.5%	65.5%
Systems Furniture	Series 2. Date: July2023	68.5%	65.5%
Freestanding Furniture	Cannon Open Table DISCONTINUED		
Freestanding Furniture	DatesWeiser. Highline Collection Date: July 2023	41.0%	38.0%
Freestanding Furniture	DatesWeiser. Highline Vector, Date: July 2023	41.0%	38.0%
Freestanding Furniture	DatesWeiser. JD Collection Date: July 2023	41.0%	38.0%
Freestanding Furniture	Islands Collection. Date: July 2023	57.5%	54.5%
Freestanding Furniture	k. base: k. stand Price List. Date: July 2023	68.5%	65.5%
Freestanding Furniture	k. bench. Date: July 2023	68.5%	65.5%
Freestanding Furniture	k. screen. Date: July 2023	68.5%	65.5%
Freestanding Furniture	KnollExtra. Date: July 2023	59.5%	56.5%
Freestanding Furniture	KnollStudio Date: July 2023	52.5%	49.5%
Freestanding Furniture	LSM Collection. Date: July 2023	52.5%	49.5%
Freestanding Furniture	Pixel Collection. Date: July 2023	57.0%	54.0%
Freestanding Furniture	Propeller Collection. Date: July 2023	52.5%	49.5%
Freestanding Furniture	Muuto. Date: July 2023	23.0%	20.0%
Freestanding Furniture	RockwellUnscripted. Date: July 2023	57.5%	54.5%
Freestanding Furniture	Tone. Date: July 2023	68.5%	65.5%
Freestanding Furniture	Upstart. DISCONTINUED		
Seating / Chairs	Office Seating (Newson Task Seating, Remix, Life, Generation, Regeneration, Multigeneration). Date: July 2023	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: July 2023	52.0%	49.0%
Soft Seating	k. lounge. Date: July 2023	57.0%	54.0%
Soft Seating	Pixel Lounge Date: July 2023	57.5%	54.5%
Filing Systems, Storage & Equipment	Anchor. Date: July 2023	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: July 2023	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin. Date: July 2023	68.5%	65.5%
Filing Systems, Storage & Equipment	Template. Date: July 2023	68.5%	65.5%

EXHIBIT A.8- PRICING SHEET
Knoll Product Line

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

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EXHIBIT A.8- PRICING SHEET
Knoll Product Line

2. FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																										
Additional Services & Solutions	AL	AK	AZ	AR	CA	CO	CT	DE	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	MO
Basic Installation - Normal Hours	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28
Basic Installation - After Hours	$106.08-$141.42	$106.08-$141.43	$106.08-$141.44	$106.08-$141.45	$106.08-$141.46	$106.08-$141.47	$106.08-$141.48	$106.08-$141.49	$106.08-$141.50	$106.08-$141.51	$106.08-$141.52	$106.08-$141.53	$106.08-$141.54	$106.08-$141.55	$106.08-$141.56	$106.08-$141.57	$106.08-$141.58	$106.08-$141.59	$106.08-$141.60	$106.08-$141.61	$106.08-$141.62	$106.08-$141.63	$106.08-$141.64	$106.08-$141.65	$106.08-$141.66
Expanded Installation - Normal Hours	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28
Expanded Installation - After Hours	$106.08-$141.42	$106.08-$141.43	$106.08-$141.44	$106.08-$141.45	$106.08-$141.46	$106.08-$141.47	$106.08-$141.48	$106.08-$141.49	$106.08-$141.50	$106.08-$141.51	$106.08-$141.52	$106.08-$141.53	$106.08-$141.54	$106.08-$141.55	$106.08-$141.56	$106.08-$141.57	$106.08-$141.58	$106.08-$141.59	$106.08-$141.60	$106.08-$141.61	$106.08-$141.62	$106.08-$141.63	$106.08-$141.64	$106.08-$141.65	$106.08-$141.66
Design	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55
Project Management	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28
Asset Management	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28
Refurbishment	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job
FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																										
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY	
Basic Installation - Normal Hours	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	
Basic Installation - After Hours	$106.08-$141.42	$106.08-$141.43	$106.08-$141.44	$106.08-$141.45	$106.08-$141.46	$106.08-$141.47	$106.08-$141.48	$106.08-$141.49	$106.08-$141.50	$106.08-$141.51	$106.08-$141.52	$106.08-$141.53	$106.08-$141.54	$106.08-$141.55	$106.08-$141.56	$106.08-$141.57	$106.08-$141.58	$106.08-$141.59	$106.08-$141.60	$106.08-$141.61	$106.08-$141.62	$106.08-$141.63	$106.08-$141.64	$106.08-$141.65	$106.08-$141.66	
Expanded Installation - Normal Hours	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	
Expanded Installation - After Hours	$106.08-$141.42	$106.08-$141.43	$106.08-$141.44	$106.08-$141.45	$106.08-$141.46	$106.08-$141.47	$106.08-$141.48	$106.08-$141.49	$106.08-$141.50	$106.08-$141.51	$106.08-$141.52	$106.08-$141.53	$106.08-$141.54	$106.08-$141.55	$106.08-$141.56	$106.08-$141.57	$106.08-$141.58	$106.08-$141.59	$106.08-$141.60	$106.08-$141.61	$106.08-$141.62	$106.08-$141.63	$106.08-$141.64	$106.08-$141.65	$106.08-$141.66	
Design	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	$87.55	
Project Management	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	
Asset Management	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	$70.72-$94.28	
Refurbishment	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	

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EXHIBIT A.8- PRICING SHEET
Knoll Product Line

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

UNION - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																										
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
Union Installation - Normal Hours	$140.31-$151.54	$140.31-$151.55	$140.31-$151.56	$140.31-$151.57	$140.31-$151.58	$140.31-$151.59	$140.31-$151.60	$140.31-$151.61	$140.31-$151.62	$140.31-$151.63	$140.31-$151.64	$140.31-$151.65	$140.31-$151.66	$140.31-$151.67	$140.31-$151.68	$140.31-$151.69	$140.31-$151.70	$140.31-$151.71	$140.31-$151.72	$140.31-$151.73	$140.31-$151.74	$140.31-$151.75	$140.31-$151.76	$140.31-$151.77	$140.31-$151.78
Union Installation - After Hours	$210.47-$227.31	$210.47-$227.32	$210.47-$227.33	$210.47-$227.34	$210.47-$227.35	$210.47-$227.36	$210.47-$227.37	$210.47-$227.38	$210.47-$227.39	$210.47-$227.40	$210.47-$227.41	$210.47-$227.42	$210.47-$227.43	$210.47-$227.44	$210.47-$227.45	$210.47-$227.46	$210.47-$227.47	$210.47-$227.48	$210.47-$227.49	$210.47-$227.50	$210.47-$227.51	$210.47-$227.52	$210.47-$227.53	$210.47-$227.54	$210.47-$227.55
Union Project Management	$140.31-$151.54	$140.31-$151.55	$140.31-$151.56	$140.31-$151.57	$140.31-$151.58	$140.31-$151.59	$140.31-$151.60	$140.31-$151.61	$140.31-$151.62	$140.31-$151.63	$140.31-$151.64	$140.31-$151.65	$140.31-$151.66	$140.31-$151.67	$140.31-$151.68	$140.31-$151.69	$140.31-$151.70	$140.31-$151.71	$140.31-$151.72	$140.31-$151.73	$140.31-$151.74	$140.31-$151.75	$140.31-$151.76	$140.31-$151.77	$140.31-$151.78
Union Asset Management	$140.31-$151.54	$140.31-$151.55	$140.31-$151.56	$140.31-$151.57	$140.31-$151.58	$140.31-$151.59	$140.31-$151.60	$140.31-$151.61	$140.31-$151.62	$140.31-$151.63	$140.31-$151.64	$140.31-$151.65	$140.31-$151.66	$140.31-$151.67	$140.31-$151.68	$140.31-$151.69	$140.31-$151.70	$140.31-$151.71	$140.31-$151.72	$140.31-$151.73	$140.31-$151.74	$140.31-$151.75	$140.31-$151.76	$140.31-$151.77	$140.31-$151.78
Refurbishment	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job

EXHIBIT A.8- PRICING SHEET
Knoll Product Line

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

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

EXHIBIT C.1 – Delivery and Warranty Terms

Herman Miller® U.S. and Canada Warranty
8/4/22

A warranty is a promise.
Here's ours: 12 years, 3 shifts, labor included

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

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

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

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

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

Herman Miller Products
5 years
Herman Miller Collection; C-style flipper door unit with lift-assisted mechanism; Comma™ Chair and Stool; Connect™ power and data; Cubert®, Flute™, and Tone™ personal task lights; Eames 2500 Series Executive Desk; Eames Pride Hang-It-All®; Eames Tables and Tandem Seating power modules; Exclave® whiteboards, tackboards, and accessories; EZ-123 Overbed Table; Formwork® and Ubi® liners; Intent Solution; keyless locks; Lab Stool; Logic Power Access Solutions™; Logic Reach; Lolly® personal light; Mbrace wall-mounted technology; Mirage Overbed Table; Mode Desk; Monto™ Sit-Stand Riser; Nelson® Cube Sofa; Ode® lamps; OE1 Workspace Collection™ Micro Pack screen liner, Nook liner, Storage Trolley liner, and energy distribution; Ondo™ Connectivity Module; Oripura™ Laptop Stand; Overlay™ Trellis and Linear light; Physician Stool; Procedure/Supply Carts keyless lock bars; Tabetha Tablet Mount; Twist™ LED task light; Ubi USB power module
3 years
Herman Miller Collection outdoor products; Compass™ system faucet; Live Platform hardware
2 years
Logic Micro Tower; Magis-branded products from the date of purchase by the original purchaser
1 year
Formwork stackable desktop storage; Nelson Bubble Lamps®; Nemschoff® Palisade™ privacy screens
None
Exclave eco boards; Girard throw; Maharam Memory 3 game; Maharam pillows

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

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

Parts and Components
10 years
Recliner mechanism on Nemschoff Ava® Recliner, Nemschoff Consoul™ Recliner, Nemschoff Consoul Reclining Glider,

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

5 years

Electronic ballasts used in task lighting; keyless lock on Compass; mechanical components (drive shaft, motor, etc.) on Locale® height-adjustable surface; mechanical and electrical components on Motia® sit-to-stand tables, Nevi™ sit-to-stand tables, and Nevi Link; OE1 Workspace Collection markerboards, Agile Wall monitor mount, mechanical and electrical components on Micro Packs; Renew™ sit-to-stand pneumatic counterbalance and crank mechanism; power leg access option on Renew sit-to-stand tables; Sleeper mechanism on Nemschoff Beaumont Sleep Chair and Settee, Nemschoff Leonard Sleep Settee and Sofa, Nemschoff Monarch™ Sleep Chair and Settee; Glider mechanism on Nemschoff Brava Gliders, Nemschoff Capella Gliders; Table mechanism on Nemschoff Merge 2 Flop® Sofa, Nemschoff Palisade Flop Sofa; Recliner mechanism on Nemschoff Culla Reclining Glider, Nemschoff Pamona™ Recliner, all other mechanical components on Nemschoff product

3 years

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

2 years

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

1 year

Compass system faucet sensors and control box

6 months

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

None

OE1 Workspace Collection Expo markers and microfiber towel

Other Manufacturers' Products

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

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

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

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

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

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

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

The warranty period starts from the date of purchase.

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

Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes, including colorfastness, due to aging, exposure to light or direct sunlight

- marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone
- failure resulting from normal wear and tear
- pilling of textiles
- matching of colors, grains, or textures of natural materials
- colorfastness or the matching of colors of textiles or surface finishes, including an exact match to cuttings, samples, or swatch cards
- damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments
- changes in the decibel level of motors or mechanisms utilized in height-adjustable products
- damage or marking of materials or abrading of textiles over time caused by sharp or foreign objects
- discoloration of textiles and surface materials due to soiling, stains, or dye transfer from clothing, including denim

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

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

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

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

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

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

Effective August 2022

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

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

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

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

EXHIBIT C.1 – Delivery and Warranty Terms

Knoll

Warranty

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

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

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

Product and Period of Warranty

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

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

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

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

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

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

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

This warranty does not apply to:

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	CONTACT NAME: Carolyn Schultz PHONE (A/C, No, Ext): 616-233-0910 FAX (A/C, No): 616-233-0923 E-MAIL ADDRESS: carolyn_schultz@ajg.com
INSURED HERMMIL-02 Herman Miller, Inc 855 E Main Ave. Zeeland, MI 49464	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Travelers Indemnity Company of CT — 25682 INSURER B: Everest National Insurance Company — 10120 INSURER C: Standard Fire Insurance Company — 19070 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1541665524 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		HC2EGLSA9P53026ATCT23	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			HC2ECAP9P530258TCT23	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XC8CU00048231	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4T50865923NCT	6/1/2023	6/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #2020000622 - FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES.

City of Charlotte is included as an additional insured on the General Liability policy.

CERTIFICATE HOLDER

City of Charlotte
600 East 4th Street,
Charlotte NC 28202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT A.9
CBE 607661-25
OMNIA CONTRACT AMENDMENT 9

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES)

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

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.

C. The parties amended the Contract to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.

D. The parties amended the Contract to add and delete product lines.

E. The parties amended the Contract to replace the pricing sheet due to the new catalog date and to append the Federal Contract Terms and Conditions.

F. The parties amended the Contract to replace the pricing sheet due to the addition and deletion of product lines and price adjustments and to replace the Commercial Non-Discrimination clause.

G. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

H. The parties amended the Contract to add product lines, to make adjustments to pricing, and to incorporate certain other changes.

I. The company now seeks to assume all of Knoll Inc.'s rights, titles, interests, and responsibilities under the agreement.

J. The parties amended the Contract to extend the Term of the Contract by the first of two (2) one-year renewal terms, to incorporate all pricing and warranties, and to incorporate certain other changes.

K. The parties now desire to amend the Contract to update product lines, to make adjustments to the pricing, and to incorporate certain other changes.

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

AGREEMENT

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

MILLERKNOLL, INC.
AMENDMENT NINE

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

[Signature Page Follows]

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

MILLERKNOLL, INC.:

BY: _____
(Signature)

PRINT NAME: Preston Ziegler

TITLE: Contract Manager

DATE: 12/23/2024

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF
CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: January 09, 2025

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000622

Amendment #: 9

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

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

Vendor #: 308276

REQUIRED ATTACHMENT(S):

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

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

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b82106208b08804838a6d98b8[redacted]

HERMAN MILLER - CONTRACT 2020000622-5
EXHIBIT A.4 - PRICING SHEET

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

HERMAN MILLER - CONTRACT 2020000622-S
EXHIBIT A.4 - PRICING SHEET

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

HERMAN MILLER - CONTRACT 2020000622-5
EXHIBIT A.4 - PRICING SHEET

1. FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS HERMAN MILLER PRODUCTS							
FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE			TIERS ARE BASED ON LIST PRODUCT VALUE OF EACH OTHER				
			$1 - $100,000		$100,001 - $400,000		$400,001 and Above
CATEGORY	PRODUCT NAME AND CODE USED TO LOCATE LIST PRICE CATALOG	CATALOG DATE	DROP SHIP	INSIDE DELIVERY	DROP SHIP	INSIDE DELIVERY	ALL SERVICE OPTIONS
Seating / Chairs	Chadwick™ Modular Seating (V)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Classical Seating (E)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Collection (ER)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Comma Seating (WR)	July 1, 2024	48.00%	46.00%	50.00%	48.00%	Negotiable
Seating / Chairs	Cosm (FC)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Eames® Aluminum Group (H)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Eames® Molded Plastic and Wire Chairs (VT)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Eames® Tandem Seating (L)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Embody® (CN)	July 1, 2024	49.00%	47.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Fold (NE)	July 1, 2024	52.25%	50.25%	52.75%	50.75%	Negotiable
Seating/ Chairs	Full Loop (IG)	July 1, 2024	46.00%	44.00%	47.00%	45.00%	Negotiable
Seating / Chairs	Gaming Chairs (XB)	July 1, 2024	22.00%	20.00%	24.00%	22.00%	Negotiable
Seating / Chairs	Geiger Foray (NG)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Guest Seating (H5)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Sotto™ (H6)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stackable™ (H7)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Stools (H2)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Geiger Taper (FG)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Seating / Chairs	Goetz™ Sofa (G5)	July 1, 2024	40.00%	38.00%	42.00%	40.00%	Negotiable
Seating / Chairs	Leeway (LA)	July 1, 2024	51.00%	49.00%	51.00%	49.00%	Negotiable
Seating / Chairs	Lino (MI)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Mirra2 Seating (LF)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Plex (KX)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Portrait Chair (AW)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Pronta Stacking Chair (JO)	July 1, 2024	53.50%	51.50%	54.50%	52.50%	Negotiable
Seating / Chairs	SAYL® (AV)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Setu® (RY)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Stools (SO)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Seating / Chairs	Valor Side Chair (CR)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Seating / Chairs	Verus (PI)	July 1, 2024	51.00%	49.00%	53.00%	51.00%	Negotiable
Seating / Chairs	Vantum Gaming (XM)	July 1, 2024	29.60%	27.60%	30.60%	28.60%	Negotiable
Seating / Chairs	Zeph (BA)	July 1, 2024	53.50%	51.50%	54.50%	52.50%	Negotiable
Soft Seating	American Leather (AM)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	ColourForm Sofa Group (CU)	July 1, 2024	37.00%	35.00%	39.00%	37.00%	Negotiable
Soft Seating	Geiger Lounge Seating (H8)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Mantle (AQ)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Reframe (HJ)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	Geiger Ward Bennett™ Seating (HU)	July 1, 2024	43.00%	41.00%	45.00%	43.00%	Negotiable
Soft Seating	Geiger U-Series (AY)	July 1, 2024	51.00%	49.00%	52.00%	50.00%	Negotiable
Soft Seating	HAY HM (2C)	July 1, 2024	46.00%	44.00%	48.00%	46.00%	Negotiable
Soft Seating	Luva Modular Sofa Group (JA)	July 1, 2024	41.50%	39.50%	43.00%	41.00%	Negotiable
Soft Seating	Naughtone (NO)	July 1, 2024	46.00%	44.00%	46.00%	44.00%	Negotiable

HERMAN MILLER - CONTRACT 2020000622-S
EXHIBIT A.4 - PRICING SHEET

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

HERMAN MILLER - CONTRACT 2020000622-5
EXHIBIT A.4 - PRICING SHEET

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

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

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

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

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

Note:

1. **Drop Ship,** price includes product delivery to the site, the purchaser is responsible for unloading.

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

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

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE $300 fee per delivery.

2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value

- *Major Metro Markets include large population centers and urban environments.*

HERMAN MILLER - CONTRACT 2020000622-5
EXHIBIT A.4 - PRICING SHEET

3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value

4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value

5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.

6) Local Prevailing Wage and/or Union Labor Rates

7) Mora, Compass, CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.

8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

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

NTE = Not To Exceed

HERMAN MILLER - CONTRACT 2020000622-5
EXHIBIT A.4 - PRICING SHEET

2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:	
Basic Installation - Normal Hours	3% of List for seating products; 5% of List for all other products (Clinical Casework quoted)
Basic Installation - After Hours	See rates in option 2 below
Expanded Installation - Normal Hours	5% of List for seating products; 7% of List for all other products (Clinical Casework quoted)
Expanded Installation - After Hours	See rates in option 2 below
OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:	
Basic Installation - Normal Hours	See fixed % of Discount in Option 1 above
Basic Installation - After Hours	$52.50 - $90.00
Expanded Installation - Normal Hours	See fixed % of Discount in Option 1 above
Expanded Installation - After Hours	$52.50 - $90.00
Design	$55.00 - $85.00
Project Management	$55.00 - $95.00
Asset Management	$55.00 - $95.00
Installation/Reconfiguration of existing product	$60.00 - $80.00
Strategic Planning Services	$100 - $157.50
Occupancy Planning/CAD Drafter	$60.00 - $89.25
Build-Out Project Mgt. Services	$90.00 - $115.50
FFE Mgt. Services	$90.00 - $115.50
Performance Environments	To be Quoted
RePurpose Program	To be Quoted - Herman Miller will work with the customer to determine the best product disposition via our repurpose program

3. FIXED STORAGE RANGE RATE / FT²:	$1.50/sq.ft - $1.85/sq.ft

4. INCENTIVES:	
DESCRIPTION	AMOUNT OR PERCENTAGE
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer
*Each incentive listed above would be seperately negotiated with the specific buyer and developed based on the level of commitment, preferred vendor status, product standardization, or other commitments from the buyer.	

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

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

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

Note:

1. **Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.

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

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

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

Installation & Delivery Services:

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

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

Additional Charges May Apply For:

1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE $300 fee per delivery.

2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value.

- Major Metro Markets include large population centers and urban environments.

3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value.

4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value.

5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.

6) Local Prevailing Wage and/or Union Labor Rates

7) Mora, Compass, and CoStruc casework systems installation to be quoted and approved by the buyer prior to performance of the work.

8) Living office installation, software, licenses, and subscriptions will be quoted and approved by the buyer prior to performance of work.

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

NTE = Not To Exceed

4. **Pricing Incentives and Rebates:** Company must define the tier and add rows as required. Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria below:	
***Incentives / Rebates Description**	**Amount or Percentage**
Customized Pricing for Sole Source Agreements / Committed Volume	To Be Negotiated With Buyer
Product Standardization Agreements	To Be Negotiated With Buyer
Custom pricing agreements with Buyer	To Be Negotiated With Buyer
Custom Incentives/Rebate agreements with Buyer	To Be Negotiated With Buyer

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

KNOLL - CONTRACT 2020000608-3
EXHIBIT A.4 - PRICING SHEET

1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS KNOLL PRODUCTS

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antenna Workspaces, Date: July 2024	68.5%	65.5%
Systems Furniture	AutoStrada, Date: July 2024	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: July 2024	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: July 2024	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: July 2024	68.5%	65.5%
Systems Furniture	Series 2, Date: July 2024	68.5%	65.5%
Freestanding Furniture	DatesWeiser, Date: July 2024	41.0%	38.0%
Freestanding Furniture	Cove, Date July 2024	65.5%	62.5%
Freestanding Furniture	k. base; k. stand Price List, Date: July 2024	68.5%	65.5%
Freestanding Furniture	k. bench, Date: July 2024	68.5%	65.5%
Freestanding Furniture	k. screen, Date: July 2024	68.5%	65.5%
Freestanding Furniture	k. stand, Date: July 2024	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: July 2024	59.5%	56.5%
Freestanding Furniture	KnollStudio Volume I, Date: July 2024	52.5%	49.5%
Freestanding Furniture	KnollStudio Volume II, Date: July 2024	52.5%	49.5%
Freestanding Furniture	LEV, Date July 2024	65.5%	62.5%
Freestanding Furniture	LSM Collection, Date: July 2024	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: July 2024	57.0%	54.0%
Freestanding Furniture	Propeller Collection, Date: July 2024	52.5%	49.5%
Freestanding Furniture	Minito, Date: July 2024	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date: July 2024	57.5%	54.5%
Freestanding Furniture	Tone, Date: July 2024	68.5%	65.5%
Seating / Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: July 2024	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: July 2024	52.0%	49.0%
Soft Seating	k. lounge, Date: July 2024	57.0%	54.0%
Soft Seating	Pixel Lounge Date: July 2024	57.5%	
Filing Systems, Storage & Equipment	Anchor, Date: July 2024	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: July 2024	59.5%	56.5%
Filing Systems, Storage & Equipment	Quom, Date: July 2024	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: July 2024	68.5%	65.5%
OTHER RELATED PRODUCTS	**VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE**	**DROP SHIP**	**INSIDE DELIVERY**
Renewal / Replacement Parts	**24 Response, Date July 2024**	**40.0%**	**n/a**
Knoll Textiles	**USA & Canada Price List July 2024**	**50.0%**	**n/a**

3. FIXED RATE:

KNOLL - CONTRACT 2020000608-3
EXHIBIT A.4 - PRICING SHEET

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

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

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

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

KNOLL - CONTRACT 2020000608-3
EXHIBIT A.4 - PRICING SHEET

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

Additional Services & Solutions	AL	AK	AZ	AR	CA	CO	CT	DE	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	MO
Union Installation - Normal Hours	$140.31 - $151.54	$140.31 - $151.55	$140.31 - $151.56	$140.31 - $151.57	$140.31 - $151.58	$140.31 - $151.59	$140.31 - $151.60	$140.31 - $151.61	$140.31 - $151.62	$140.31 - $151.63	$140.31 - $151.64	$140.31 - $151.65	$140.31 - $151.66	$140.31 - $151.67	$140.31 - $151.68	$140.31 - $151.69	$140.31 - $151.70	$140.31 - $151.71	$140.31 - $151.72	$140.31 - $151.73	$140.31 - $151.74	$140.31 - $151.75	$140.31 - $151.76	$140.31 - $151.77	$140.31 - $151.78
Union Installation - After Hours	$210.47 - $227.31	$210.47 - $227.32	$210.47 - $227.33	$210.47 - $227.34	$210.47 - $227.35	$210.47 - $227.36	$210.47 - $227.37	$210.47 - $227.38	$210.47 - $227.39	$210.47 - $227.40	$210.47 - $227.41	$210.47 - $227.42	$210.47 - $227.43	$210.47 - $227.44	$210.47 - $227.45	$210.47 - $227.46	$210.47 - $227.47	$210.47 - $227.48	$210.47 - $227.49	$210.47 - $227.50	$210.47 - $227.51	$210.47 - $227.52	$210.47 - $227.53	$210.47 - $227.54	$210.47 - $227.55
Union Project Management	$140.31 - $151.54	$140.31 - $151.55	$140.31 - $151.56	$140.31 - $151.57	$140.31 - $151.58	$140.31 - $151.59	$140.31 - $151.60	$140.31 - $151.61	$140.31 - $151.62	$140.31 - $151.63	$140.31 - $151.64	$140.31 - $151.65	$140.31 - $151.66	$140.31 - $151.67	$140.31 - $151.68	$140.31 - $151.69	$140.31 - $151.70	$140.31 - $151.71	$140.31 - $151.72	$140.31 - $151.73	$140.31 - $151.74	$140.31 - $151.75	$140.31 - $151.76	$140.31 - $151.77	$140.31 - $151.78
Union Asset Management	$140.31 - $151.54	$140.31 - $151.55	$140.31 - $151.56	$140.31 - $151.57	$140.31 - $151.58	$140.31 - $151.59	$140.31 - $151.60	$140.31 - $151.61	$140.31 - $151.62	$140.31 - $151.63	$140.31 - $151.64	$140.31 - $151.65	$140.31 - $151.66	$140.31 - $151.67	$140.31 - $151.68	$140.31 - $151.69	$140.31 - $151.70	$140.31 - $151.71	$140.31 - $151.72	$140.31 - $151.73	$140.31 - $151.74	$140.31 - $151.75	$140.31 - $151.76	$140.31 - $151.77	$140.31 - $151.78
Refurbishment	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job

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

Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
Union Installation - Normal Hours	$140.31 - $151.54	$140.31 - $151.55	$140.31 - $151.56	$140.31 - $151.57	$140.31 - $151.58	$140.31 - $151.59	$140.31 - $151.60	$140.31 - $151.61	$140.31 - $151.62	$140.31 - $151.63	$140.31 - $151.64	$140.31 - $151.65	$140.31 - $151.66	$140.31 - $151.67	$140.31 - $151.68	$140.31 - $151.69	$140.31 - $151.70	$140.31 - $151.71	$140.31 - $151.72	$140.31 - $151.73	$140.31 - $151.74	$140.31 - $151.75	$140.31 - $151.76	$140.31 - $151.77	$140.31 - $151.78
Union Installation - After Hours	$210.47 - $227.31	$210.47 - $227.32	$210.47 - $227.33	$210.47 - $227.34	$210.47 - $227.35	$210.47 - $227.36	$210.47 - $227.37	$210.47 - $227.38	$210.47 - $227.39	$210.47 - $227.40	$210.47 - $227.41	$210.47 - $227.42	$210.47 - $227.43	$210.47 - $227.44	$210.47 - $227.45	$210.47 - $227.46	$210.47 - $227.47	$210.47 - $227.48	$210.47 - $227.49	$210.47 - $227.50	$210.47 - $227.51	$210.47 - $227.52	$210.47 - $227.53	$210.47 - $227.54	$210.47 - $227.55
Union Project Management	$140.31 - $151.54	$140.31 - $151.55	$140.31 - $151.56	$140.31 - $151.57	$140.31 - $151.58	$140.31 - $151.59	$140.31 - $151.60	$140.31 - $151.61	$140.31 - $151.62	$140.31 - $151.63	$140.31 - $151.64	$140.31 - $151.65	$140.31 - $151.66	$140.31 - $151.67	$140.31 - $151.68	$140.31 - $151.69	$140.31 - $151.70	$140.31 - $151.71	$140.31 - $151.72	$140.31 - $151.73	$140.31 - $151.74	$140.31 - $151.75	$140.31 - $151.76	$140.31 - $151.77	$140.31 - $151.78
Union Asset Management	$140.31 - $151.54	$140.31 - $151.55	$140.31 - $151.56	$140.31 - $151.57	$140.31 - $151.58	$140.31 - $151.59	$140.31 - $151.60	$140.31 - $151.61	$140.31 - $151.62	$140.31 - $151.63	$140.31 - $151.64	$140.31 - $151.65	$140.31 - $151.66	$140.31 - $151.67	$140.31 - $151.68	$140.31 - $151.69	$140.31 - $151.70	$140.31 - $151.71	$140.31 - $151.72	$140.31 - $151.73	$140.31 - $151.74	$140.31 - $151.75	$140.31 - $151.76	$140.31 - $151.77	$140.31 - $151.78
Refurbishment	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job

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

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

Incentives / Rebates Description	Amount or Percentage
N/A	N/A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	CONTACT NAME: Carolyn Schultz PHONE (A/C, No, Ext): 616-233-0910 FAX (A/C, No): 616-233-0923 E-MAIL ADDRESS: carolyn_schultz@ajg.com
INSURED HERMMIL-02 MillerKnoll, Inc. 855 E Main Ave. Zeeland, MI 49464	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Insurance America, Inc. — 24554 INSURER B : The Travelers Indemnity Company of CT — 25682 INSURER C : Everest National Insurance Company — 10120 INSURER D : Travelers Casualty Insurance Co of America — 19046 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1767938514 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		HC2EGLSA9P53026ATCT24	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 4,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			HC2ECAP9P230258TCT24	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XC8CU00048241	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB4T50865924NCT	6/1/2024	6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	All Risk Property Inc. BI			US00117039PR24A	6/1/2024	6/1/2025	Unnamed Locations	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #2020000622 - FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES.
City of Charlotte is included as an additional insured on the General Liability policy.

CERTIFICATE HOLDER

City of Charlotte
600 East 4th Street,
Charlotte NC 28202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT B
CBE NO. 607661-25
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME
CONTRACTOR shall provide COUNTY with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING
COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. COUNTY COVERAGE
COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability insurance coverage. CONTRACTOR'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION
CONTRACTOR'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONTRACTOR'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**

5. DEDUCTIBLES
All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance. ***If the deductible is "zero" it must still be referenced on the certificate.***

6. AGGREGATE LIMITS
If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **$2,000,000.**

7. COMMERCIAL GENERAL LIABILITY
Subject to paragraph 6 of this attachment, CONTRACTOR shall maintain limits of no less than **$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**

8. AUTOMOBILE LIABILITY
Subject to paragraph 6 of this attachment, CONTRACTOR shall maintain limits of no less than **$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and **any auto** used for the performance of services under CONTRACT. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**

9. PROFESSIONAL LIABILITY
CONTRACTOR shall maintain limits of no less than **$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of CONTRACT. Any retroactive date must coincide with or predate the beginning of CONTRACT and may not be advanced without the consent of COUNTY.

10. WORKERS' COMPENSATION
CONTRACTOR shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

11. FAILURE TO MAINTAIN COVERAGE
If CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under CONTRACT.

12. ADDITIONAL INSURANCE
CONTRACTOR is encouraged to purchase any such additional insurance as it deems necessary.

13. DAMAGES
CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONTRACTOR, their subcontractors or anyone employed, directed or supervised by CONTRACTOR.

14. COST
CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

15. INSURANCE INSTRUCTIONS
The following information must be filled in by CONTRACTORS' Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.

2. CONTRACTOR'S name, complete address, phone and fax numbers.

3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)

   - Policy Number
   - Policy Effective Date
   - Policy Expiration Date
   - Each Occurrence ($1,000,000)
   - Personal & Advertising Injury ($1,000,000)
   - General Aggregate ($2,000,000)
   - Products - Completed Operations Aggregate ($2,000,000)

5. Automotive Liability (Any Auto)

   - Policy Number
   - Policy Effective Date
   - Policy Expiration Date
   - Combined Single Limit ($1,000,000)

6. Worker's Compensation

7. Professional Liability
   - Policy Number
   - Policy Effective Date
   - Policy Expiration Date
   - Aggregate ($1,000,000)

8. Description: Contract number and Name of Contract (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder

   Clark County, Nevada
   c/o Purchasing and Contracts Division
   Government Center, Fourth Floor
   500 South Grand Central Parkway
   P.O. Box 551217
   Las Vegas, Nevada 89155-1217

10. Appointed Agent Signature to include license number and issuing state.