



Contract # MA145

### STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

<u>Herman Miller Inc.</u>	<u>Name</u>		
<u>855 East Main Ave.</u>	<u>Address</u>		
<u>Zeeland</u>	<u>MI</u>	<u>49464</u>	
<u>City</u>	<u>State</u>	<u>Zip</u>	

**LEGAL STATUS OF CONTRACTOR**

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Greg Cass Phone #201-341-1005 Email greg\_cass@hermanmiller.com  
Vendor #VC0000162859 Commodity Code #56101, 56110, 56120, 81100

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: NASPO ValuePoint Master Agreement for Office Furniture and Related Installation Services - Workspace Furniture and Seating and Accessories Categories.
- 3. PROCUREMENT: This contract is entered into as a result of the procurement process on FY17, Bid#RC17020, a pre-approved sole source authorization (from the Division of Purchasing) # SSn/a, or other method: n/a.
- 4. CONTRACT PERIOD: Effective Date: 1/22/2018 Termination Date: 1/21/2023 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
- 5. Payment: Prompt Payment Discount (if any): n/a.
- 6. ATTACHMENT A: NASPO ValuePoint Terms and Conditions, State Cooperative Contract  
ATTACHMENT B: Office Furniture Scope of Work  
ATTACHMENT C: Herman Miller OEM Qualifications and Warranty  
ATTACHMENT D: Pricing Information (Discount Matrix and Price Lists linked and/or incorporated by reference)  
ATTACHMENT E:  
**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
- 7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #RC17020 dated 8/17/2017.
- 8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

<b>CONTRACTOR</b>		<b>STATE</b>
	<u>3-5-18</u>	
Contractor's Signature	Date	Director, Division of Purchasing
<u>Director of Contracts Jay Lanenga</u>		<u>3-6-18</u>
Type or Print Name and Title		Date

<u>Michael Iwasaki</u>	<u>801-538-1297</u>	<u>mfiwasaki@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number
		Email



## Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

### 1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

### 2. Definitions

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

# **NASPO ValuePoint Program Provisions**

## **3. Term of the Master Agreement**

- a. The initial term of this Master Agreement is for 5 (five) years.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed 120 days, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

## **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

## **5. Participants and Scope**

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and

institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products

and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **7. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment B.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and

the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

## **9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering



information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

## **10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **11. Price and Rate Guarantee Period**

The Price Guarantee Period is as specified in RFP subsection 1.13. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

## **12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.



## Administration of Orders

### 13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal

year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **14. Shipping and Delivery**

In the event of conflict, the provisions in RFP subsection 2.7, Delivery, or in any bilateral agreement executed by the Lead State, take priority over these section 14 provisions.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

#### **15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

## 16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the

cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **17. Payment**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **18. Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

## **19. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

## **20. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free,

irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it (“Pre-existing Intellectual Property”). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

## **General Provisions**

### **21. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity’s state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best’s Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement’s termination or, at a Participating Entity’s option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor’s general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities’ rights and Contractor’s obligations are the same as those specified in the first sentence

of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **22. Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

## **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would be

its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are



necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

## **25. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, and other third parties.

## **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration

and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

## **29. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and

- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **32. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or

any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### **35. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

### **36. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **37. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **38. Leasing or Alternative Financing Methods.**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

#### **eMarket Center Appendix**

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.
- b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.



(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update year at the contract anniversary to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the SciQuest Supplier Network Services team at 800-233-1121.



f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This

catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

**ATTACHMENT B**  
**OFFICE FURNITURE SCOPE OF WORK**

**1. Product and Service Categories**

**Workspace Furniture**

The Workspace Furniture category will group together three (3) categories of coordinating furniture. This category has been created so that end users of the resulting contracts have an option of selecting from a group of coordinating furniture for the office environment.

**Systems Furniture and Accessories:** Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements are included.

**Desks/Tables and Accessories:** A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.

**Filing and Storage and Accessories:** The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

**Desks/Tables and Accessories**

A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

**Filing and Storage and Accessories**

The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls. The term wooden is meant to include wood, or veneer, or wood laminate.

**Seating and Accessories**

The seating category includes both high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes and are either mesh back or fabric with arms or without and guest/side chairs that have both four point and star bases. This

category also includes optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.

## **Service Categories**

### **Design Services**

Design Services include but are not limited to; space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, inventory of existing furniture, assistance with furniture selection, interior office design, and computerized installation drawings.

### **Installation Service**

Installation Services include all labor required to disassemble, assemble, deliver, set-up, install, and otherwise finish an office installation or remodel project.

### **Customer Service**

Including but not limited to sales service, customer service, product information services, and warranty services.

## **2. General Provisions**

Each Participating Entity shall select the authorized dealer(s) they choose to do business with during the Participating Addendum process. Participating Entity may require the authorized dealer(s) to submit additional information regarding their firm as part of the selection process during the execution of a Participating Addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, and the experience of both their sales and installation personnel.

Each Participating Entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the Participating Addendum process. Each Participating Entity has the option to negotiate an expanded product line within the product category offering and within the scope of the RFP during the Participating Addendum process. Any additional incremental discounts available to a Participating Entity, if offered, may be provided at the discretion and as the sole legal obligation of the OEM or their Authorized Dealer to the Participating Entity and negotiated during the Participating Addendum process.

The OEM will require their authorized dealers to abide by the terms and conditions and scope of work included in this agreement.

## **3. NASPO ValuePoint Master Agreement Administrator**

The NASPO ValuePoint Master Agreement Administrator (hereinafter “Master Agreement Administrator”) designated by NASPO ValuePoint and the State of Utah, Division of Purchasing and General Services is:

Terri O’Toole or Michael Iwasaki  
State of Utah Division of Purchasing and General Services

State Office Building, Capitol Hill  
Room 3150  
Salt Lake City, UT 84114-1061  
Email: [totoole@utah.gov](mailto:totoole@utah.gov) or [mfiwasaki@utah.gov](mailto:mfiwasaki@utah.gov)

#### **4. Length of Contract**

The Master Agreement will be for a period of five (5) years with no renewal options for additional years. The State reserves the right to review the contract on a regular basis regarding performance and cost and may negotiate price during the term of the contract.

#### **5. Price Guarantee, Escalation, and Reductions**

##### **Price Guarantee**

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be submitted at least ninety (90) calendar days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation shall include, but not be limited to, the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The Master Agreement Administrator shall conduct a thorough investigation of the data provided and substantiate whether the increase is valid and justified.

Any adjustment or amendment to the contract will not be effective unless approved by the Division of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

##### **Price Escalation and Reductions**

**Products:** Pricing shall remain firm for the first year of the Master Agreement(s). The OEM may update the pricing on their PUBLISHED COMMERCIAL PRICE LIST one (1) time every twelve (12) months after the first year of the original contract term. The Master Agreement Administrator will review a documented request for a PUBLISHED COMMERCIAL PRICE LIST adjustment only after the Price Guarantee period as previously defined. The requested increase must be based upon a documented cost increase to the OEM that is directly correlated to the price of the products on the OEM's PUBLISHED COMMERCIAL PRICE LIST that are covered under the Master Agreement. The price adjustment must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the PUBLISHED COMMERCIAL PRICE LIST.

The Master Agreement Administrator shall determine whether the requested PUBLISHED COMMERCIAL PRICE LIST price increase or an alternate option is in the best interest of the Participating Entities. The PUBLISHED COMMERCIAL PRICE LIST price increase request

must be made at least ninety (90) calendar days prior to the effective date, and shall not go into effect until a Master Agreement amendment has been fully executed. Any approved PUBLISHED COMMERCIAL PRICE LIST price adjustments will carry a price guarantee period of twelve (12) months and be effective on the date of the Master Agreement amendment or the designated effective date.

No retroactive price adjustments will be allowed for PUBLISHED COMMERCIAL PRICE LIST price adjustments.

**Design and Installation Services:** Price escalation and reduction process will be negotiated by the Participating Entity and the Contractor and the process and terms shall be documented in the Participating Addendum.

**Price Reductions:** In the event of a price decrease in any category of product at any time during the contract in an OEM's PUBLISHED COMMERCIAL PRICE LIST, including renewal options, the Master Agreement Administrator shall be notified immediately. All PUBLISHED COMMERCIAL PRICE LIST price reductions shall be effective upon the notification provided to the Master Agreement Administrator.

**Note:** The Discount Matrix and PUBLISHED COMMERCIAL PRICE LIST have been attached to this Master Agreement as *Attachment D: Pricing Information* and are incorporated by reference.

## **6. Master Agreement Terms and Conditions**

This contract will include, but not be limited to, the *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions*.

## **7. Participating States Terms and Conditions**

Each State reserves the right to negotiate additional Terms and Conditions in its Participating Addendums after award of the Master Agreement.

## **8. Protected Information**

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

*the following records are protected if properly classified by a government entity:*

- (1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:  
(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*

*(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*

*(c) the person submitting the information has provided the governmental entity with the information specified in UCA § 63G-2-309;*

*\* \* \* \* \**

*(6) records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties,*

Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.

## **9. Product Line Additions and Authorized Dealer Updates**

During the term of the contract, Contracted Manufacturers may submit a request to update the awarded product line (within the scope as outlined in this Scope of Work) as products are introduced or removed from the market. The Master Agreement Administrator will evaluate requests and update the contract offering via written amendment as appropriate. The Contracted Supplier must update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same awarded product category.

The process for adding or removing an authorized dealer at the State level will be negotiated and described in the Participating Addendum. Each participating State shall determine, negotiate with the contractor, and describe the process in the Participating Addendum. Contractors shall follow the process described in the Participating Addendum for each State when adding or removing an authorized dealer per State.

## **10. Usage Reporting Requirement**

Quarterly usage reports must be submitted to NASPO ValuePoint and the Master Agreement Administrator. Refer to *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions* for usage reporting requirements.

The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Master Agreement Administrator. Failure to comply with this requirement may result in Master Agreement cancellation.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

*Quarter #1: July 1 through September 30, due annually by October 30*

*Quarter #2: October 1 through December 31, due annually by January 30*

*Quarter #3: January 1 through March 31, due annually by April 30.*

*Quarter #4: April 1 through June 30, due annually by July 30.*



Some States may require additional usage reporting and administrative fee be paid directly to the State only on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the State.

## **11. Administrative Fee**

The Contractor must pay a NASPO ValuePoint administrative fee of one-quarter of one percent (0.25%) no later than sixty (60) days following the end of each calendar quarter in accordance with the terms and conditions of the contract. The NASPO ValuePoint administrative fee shall be submitted quarterly and is based on the actual sales of all products and services. The NASPO ValuePoint administrative fee must be included when determining the pricing offered. The NASPO ValuePoint administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some NASPO ValuePoint participating entities may require that an administrative fee be paid directly to the NASPO ValuePoint participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the NASPO ValuePoint fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

## **12. Freight Terms**

The Contracted Supplier must ship all products F.O.B. destination, freight prepaid. Shipping costs must be included in the product price for all Participating Entities. All freight costs for shipments to the closest west coast shipping port for Alaska and Hawaii must be included in the product price offered in response to the RFP. Alaska and Hawaii will negotiate freight rates (from the closest west coast shipping port to the locations of the Participating Entity) during the Participating Addendum process. Under no circumstances will the Contractor increase their profit margin through shipping charges to Hawaii or Alaska.

The Contracted Supplier is responsible for filing and expediting all freight claims with carriers. The Contracted Supplier must pay title and risk of loss or damage charges.

The Participating Entities reserve the right to examine freight cost and route shipments with their own contracted carrier.

### F.O.B Destination, freight prepaid

Seller – Pays freight charges

Seller – Bears freight charges and selects carrier

Seller – Owns goods in transit

Seller – Files claims (if any)

### 13. Change in Representation

The Contracted Manufacturer must notify the Master Agreement Administrator of changes in the Contracted Manufacturer's Contract Administrator or Contract Usage Report Administrator, in advance and in writing and upon approval by the Master Agreement Administrator. The Master Agreement Administrator reserves the right to require a change in Contracted Supplier(s) representatives if the assigned representative(s) is not, in the opinion of the Master Agreement Administrator, meeting the terms and conditions of the contract.

### 14. Glossary

**ANSI:** A source for standards and conformity assessments by the American National Standards Institute. See [www.ansi.org](http://www.ansi.org) for more information.

**ANSI/BIFMA:** Safety and performance standards developed by The Business and Institutional Furniture Manufacturers Association (BIFMA) engineering committee. See [www.bifma.org](http://www.bifma.org) for more information.

**ASTM:** American Society for Testing and Material that develops international standards for materials, products, systems and services used in construction, manufacturing and transportation. See [www.astm.org](http://www.astm.org) for more information.

**Authorized Representative:** An individual with the authority to legally bind the Contractor to the Terms and Conditions of the Master Agreement (s) established as a result of the RFP. This individual must have the authority and ability to accurately reflect the ability of the Contractor to meet the requirements detailed in the RFP.

**Authorized Dealer:** A qualified firm that has been designated by the OEM as authorized to sell products and perform services under the resulting Master Agreement(s).

**BIFMA:** The Business and Institutional Furniture Manufacturers Association. See [www.bifma.org](http://www.bifma.org) for more information.

**California Technical Bulletin 117-2013:** "Requirements, Test Procedure and Apparatus for Testing the Smolder Resistance of Materials Used in Upholstered Furniture", June 2013.

**Contract Administrator:** A dedicated person with the authority and ability to manage compliance with the scope and Terms and Conditions for this contract.

**Contracted Supplier or Contractor or Contracted OEM Supplier:** An Original Equipment Manufacturer (OEM) of office furniture that has been awarded a Master Agreement as a result of this procurement.

**Ergonomic:** The science of designing office furniture to fit the user and optimize human well-being and overall office furniture performance.

**KD:** Knocked down furniture that requires assembly after delivery.

**LCA:** Life Cycle Assessment is the investigation and evaluation of the environmental impacts of a given product or service caused or necessitated by its existence.

**Lead State:** The State issuing the Request for Proposal, in this case, Utah.

**Mandatory Minimum Requirements:** Requirements that must be met in order to be considered for further evaluation. Mandatory minimum requirements are non-negotiable. An offer that does not meet the mandatory minimum requirements will be disqualified from further consideration.

**Master Agreement:** The underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

**MSDS or SDS or Safety Data Sheets:** Material Safety Data Sheets. See [www.msds.com](http://www.msds.com) for more information.

**NASPO ValuePoint:** Unified, nationally focused cooperative allegiance aggregating the demand of all 50 states, the District of Columbia and the organized US territories, their political subdivisions and other eligible entities, spurring best innovation and competition in the marketplace. See <http://www.naspovaluepoint.com/> for more information.

**NFPA 260:** National Fire Protection Association – Flammability requirements for textiles. See [www.nfpa.org](http://www.nfpa.org) for more information.

**OEM:** Original Equipment Manufacturer of office furniture.

**OSHA:** Occupational Safety Health Administration. See [www.osha.gov](http://www.osha.gov) for more information.

**Participating Addendum:** A Participating Addendum must be executed by any State that decides to adopt a NASPO ValuePoint Master Agreement. A Participating Addendum must be executed for each Contractor by the individual State desiring to use their contract. Additional States may be added with the consent of the Contractor and the Lead State (on behalf of NASPO ValuePoint) through execution of Participating Addendums. A Participating Addendum allows for each Participating State to add Terms and Conditions that may be unique to their State.

The Participating State and the Contractor must negotiate and agree upon any additional Terms and Conditions prior to the signing and execution of the Participating Addendum. States are not mandated to sign a Participating Addendum with all awarded vendors.

**Participating Entity:** A state, or other legal entity, properly authorized to enter into a Participating Addendum. See Attachment A.

**PUBLISHED COMMERCIAL PRICE LIST:** Manufacturer’s Price list, also known as the list price (attached to the Master Agreement as *Attachment D: Pricing Information* and incorporated by reference).

**Purchasing Entity:** A state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

**Qualified Entity:** An entity that is eligible to use the Master Agreement(s).

**Underwriters Laboratories:** (UL) Independent, not-for-profit product safety testing and certification organization. See [www.ul.com](http://www.ul.com) for more information.

**Usage Report Administrator:** A person responsible for the quarterly sales reporting and payments described in Usage Reporting Requirement section above.

**Volume Discount:** A percentage discount offered by the seller to the buyer for purchasing a stated dollar amount of furniture products to be delivered at one time or over a specified period.

**Wooden:** The term wooden is meant to include, wood, or wood veneer, or wood laminate.

## **15. Right to Publish**

Throughout the duration of this procurement process and Master Agreement term, Contractors, OEM's and their Authorized Dealers must secure from the Master Agreement Administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the Master Agreement. The OEM must not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Master Agreement without prior written consent of the Master Agreement Administrator. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **16. Product Offering**

All products offered must be new. Any used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

## **17. Dedicated Website**

The Contractor must maintain a contract website with a link for each Participating Entity. The purpose of this website is to inform end users of the individual state programs under any subsequent Participating Addendum. Such contract websites must, at a minimum, contain:

- a. Product offerings and options, limited to the products approved by each Participating Entity through their Participating Addendum.
- b. Maintain a list of Authorized Dealers within the Participating State's that are authorized to service the contract.
- c. Pricing information limited to the products approved by the Participating Entity through their Participating Addendum.

- d. The Contractor must have the website implemented within ninety (90) calendar days of execution of a Master Agreement or implementation of a Participating Addendum. Participating States will identify any State specific accessibility or other requirements during the Participating Addendum process.

## **18. Warranty**

The OEM must, at a minimum, warrant the office furniture products and materials offered under this Master Agreement as defined below. OEM's may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty but must describe the warranty offered and period of time for these items. If not explicitly excluded, they will carry the ten (10) year warranty. Specialty products, ancillary products, and accessories may be excluded from the following requirements and must offer a warranty minimum of five (5) years. Warranties must contain descriptive warranty information for all specialty products, ancillary products, and accessories.

- a. Systems Furniture – Minimum ten (10) years
- b. Desk/Tables - Minimum ten (10) years
- c. Filing and Storage - Minimum ten (10) years
- d. Seating - Minimum ten (10) years
- e. Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation must be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- f. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to in writing by the Participating Entity. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

## **19. Geographic Coverage and Current Contracts**

The Contractor must provide one (1) or more of the product categories and services listed in Section 1 to all members participating in the NASPO ValuePoint Cooperative Purchasing Program. The Contractor or Authorized Dealer must provide the associated design and installation services for the applicable product categories. All products and services must be provided to the entire State.

The Contractor must provide a listing of their current State and Local Government contracts (not GSA) in the United States for the provision of Office Furniture product categories provided in Section 1.

## **20. Insurance Requirement**

Participating States will identify any State specific insurance requirements during the Participating Addendum process. The Insurance Requirements found in Section 21 of

*Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions* will apply to all orders arising from the solicitation.

## **21. Delivery Services**

Unless otherwise noted on a purchase order the Contracted Supplier or its Authorized Dealer must comply with the following delivery requirements:

- a. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. Systems Furniture require installation services. Pricing and fees for additional services, such as inside delivery, liftgate, dock delivery, and other non-standard requests, will be negotiated in the Participating Addendum process. All additional delivery charges must be included on the purchase order.
  - Drop Ship – FOB Destination Freight Prepaid. Product is brought to the tailgate or end of truck and purchasing entity is responsible to unload. No additional freight charges apply.
  - Dock Delivery – Products will be delivered and unloaded by a common carrier to a dock. There are times when a purchasing entity may want to order, as an example, seating or accessories, and does not need assistance with installation or assembly and prefers the product to delivery directly to their facility dock.
  - Inside Delivery – Products will be delivered by the Authorized Dealer inside an office building location as designated on a purchase order. Products will be unloaded and unboxed with no assembly required by the Authorized Dealer.
  - Liftgate Service – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required.
  - Installation – Products will be delivered, unloaded, and assembled by the Authorized Dealer, according to design plan and to a move-in ready condition incorporating the *Installation of Products* requirements listed below.
- b. Delivery of goods must be made to any location specified on the purchase order. This could include multiple delivery locations on one (1) purchase order. These locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas.
- c. It must be the responsibility of the Contracted Supplier or its Authorized Dealer to offer the services required to deliver, unload, uncrate, and assemble items ordered from any product category offered.
- d. The Contracted Supplier or its Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpster and trash receptacles that belong to the Purchasing Entity for the Participating State must not be used.

- e. Under no circumstances will Purchasing Entity personnel assist with unloading product.
- f. The Purchasing Entities may elect to accept partial deliveries, however, final payment will not be made until all products have been received and accepted unless a partial delivery was at the request of the Purchasing Entity.
- g. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order. If a delivery is delayed by the purchasing entity, they shall negotiate a new delivery date with the Contracted Supplier and revise the purchase order. Storage costs associated with the delayed deliveries requested by the purchasing entity will be negotiated on a project basis.
- h. Emergency or rush deliveries requested by the Purchasing Entity that require special shipping and handling charges may be at the Purchasing Entity's expense, but only with prior written approval from the Purchasing Entity and a delivery date agreement from the Contracted Supplier or its Authorized Dealer. Emergency or rush shipping charges must be added to an invoice as a separate line item.
- i. In the event emergency or rush delivery is required as the result of an OEM or Authorized Dealer's error; all shipping and handling charges must be paid by the Contracted Supplier, including all charges for shipping and handling to Alaska and Hawaii.
- j. The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that must remain the obligation of the Contracted Supplier or Authorized Dealer. Unless otherwise stated in the Participating Addendum or project agreement, if delivery of critical components to perform job function are delayed more than ten (10) business days beyond the delivery terms as stated in the purchase order, the OEM or Authorized Dealer will be given the opportunity to provide a substitute product that meets the needs of the Purchasing Entity until the ordered product is delivered. The Purchasing Entity reserves the right to determine if the substitute product is acceptable and meets its needs. Should substitute product not meet the needs of the Purchasing Entity or if the OEM or Authorized Dealer does not provide a substitute product then the Purchasing Entity may impose a penalty equal to 3% of delayed product cost per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week. This penalty may be imposed at the discretion of the Purchasing Entity, but does not preclude the Purchasing Entity from compensation from the Contracted Supplier or Authorized Dealer for other expenses or penalties caused by the late delivery. Purchasing Entity acknowledges that Contracted Supplier and Authorized Dealer will not be liable to the extent that any such delays are caused by order changes requested by the Purchasing Entity, construction/inspection delays at Purchasing Entity's site, and/or force majeure events.



- k. All product shipped, with the exception of accessories, must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

## **22. Damaged and Incorrect Products**

- a. Damaged or incorrect products must be reported to the Contracted Supplier or their Authorized Dealer by the Purchasing Entity within five (5) calendar days after the damage is noticed.
- b. The Contracted Supplier or their Authorized Dealer is responsible for pick-up and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Purchasing Entity.
- c. The Contracted Supplier or their Authorized Dealer must bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchasing Entity.
- d. The Contracted Supplier or their Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner, per the *Freight Terms* above.
- e. The Contracted Supplier or their Authorized Dealer is required to keep the Purchasing Entities informed of the replacement process and delivery date for any and all replacement orders.
- f. The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contracted Supplier error.
- g. In the event that a Purchasing Entity does not accept product due to damages or shipment error as described above, no Purchasing Entity, including Alaska or Hawaii, must pay additional shipping and handling charges for the shipment of replacement products.

## **23. Product Manuals**

Upon request, an owner's manual, which may include installation instructions and serviceable parts lists, must be supplied for all procured products. Manuals may be available via the Contracted Supplier's website. The manuals must be available that contain complete assembly and disassembly instructions including all necessary parts lists and diagrams.

## **24. Customer Service**

- a. The Contracted OEM Supplier must have one lead representative for each entity that executes a Participating Addendum. Contact information must be kept current.
- b. Purchasing Entities must have the option of ordering through the OEM direct or through the Authorized Dealer network.

- c. The Contracted OEM Supplier or their Authorized Dealer Customer Service Representative(s) must be available by phone or email at a minimum, from 8:00 A.M. to 5:00 P.M. on Monday through Friday for the applicable time zones.
- d. The Contracted OEM Supplier or their Authorized Dealer Customer Service Representative will respond to inquiries within one (1) business day.
- e. The Contracted OEM Supplier or their Authorized Dealer must provide Design Services for the applicable categories.
- f. The Contracted OEM Supplier or their Authorized Dealer must provide Installation Services for the applicable categories.
- g. Project Management Services must be provided by the contracted OEM supplier or their Authorized Dealer. It is no additional charge.
- h. Quotes provided to the entity by the Contracted OEM Supplier or their Authorized Dealer must contain, at a minimum, the following elements:
  - Contract number
  - Item list price
  - Contracted discount percent
  - Contract price
  - Installation and design fees shown as hourly rates
- i. Quotes provided by the Contracted OEM Supplier or their Authorized Dealer must be approved by the Purchasing Entity prior to work commencement.
- j. Invoices provided by the Contracted OEM Supplier or their Authorized Dealer must contain, at a minimum, the following elements:
  - Purchase order number or other identifying order number.
  - Contract number.
  - Payment terms must be in line with the NASPO ValuePoint Master Agreement or the entity Participating Addendum.
  - Pricing that reflects that which is on the purchase order or other ordering confirmation documentation as applicable (i.e. signed quote, work order etc.).

## **25. Performance, Certifications, Labeling, and Standards Requirements**

All environmentally preferred products offered by the Contractor, if applicable, must comply with the most current version of the appropriate ANSI/BIFMA standard as well as comply with all applicable federal, state, municipality, local and borough, regulations, codes, and laws. If there is a conflict, the most stringent applies. All products offered in response to the solicitation must meet these standards. For standards that change during the course of the contract,

contractors would be allowed to request a specific period of time to allow for completion of the test when a standard is revised. The request shall include the revised standard, a list of associated product(s) affected, and the period of time that is required for completion of the test(s).

Only environmentally preferred product offerings must comply with both (A) and (B) below.

**A. Products must comply with any one (1) of the certifications listed for 1 and 2, **AND** any one (1) of the certifications listed for 3, 4, and 5, below:**

1. **BIFMA level® Certified:** BIFMA level® is a multi-attribute furniture sustainability that addresses the environmental and social impacts of furniture products and is based on a points system with three (3) levels of achievement.
2. **Cradle to Cradle Certified:** Cradle to Cradle is multi-attribute eco-label that evaluates a wide range of products across five (5) categories of human and environmental health. Product certification is awarded at five (5) levels (Basic to Platinum).
3. **GREENGUARD or GREENGUARD Gold:** A third party indoor air quality certification that addresses reduced chemical emissions (Volatile Organic Compounds -VOCs). There are two (2) levels of certifications featuring differing thresholds.
4. **SCS Indoor Advantage or SCS Indoor Advantage Gold:** A third party indoor air quality certification that addresses reduced chemical emissions (Volatile Organic Compounds VOCs). There are two (2) levels of certifications featuring differing thresholds.
5. **ANSI/ BIFMA Furniture Emissions Standards (M7.1 / X7.1-2011):** Other third party indoor air quality certifications that address reduced VOC emissions and that conform with the performance requirements for the emissions of VOC's as specified by ANSI/BIFMA Furniture Emissions Standards (M7.1/X7.1-2011)(R2016).

**B. Clear Labeling of Upholstered Seating Products for Reduced Flame Retardant Chemical Content:** All upholstered seating complying with Technical Bulletin 117-2013 shall be labeled consistent with the manner described in Section 19094 (b)(1) of the California Business and Professions Code and all products must be labeled as either containing or not containing flame retardants. Technical Bulletin 117-2013 is the California furniture flammability standard that has become the accepted national standard. It does not require the use of flame retardant chemicals and Section 19094 (b)(1) of the California Business and Profession Code specifies the proper labeling of these products.

## **26. Installation of Products**

The Contracted Supplier or Authorized Dealer must take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Contracted Supplier or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier or Authorized Dealer must make restitution, as agreed upon by the parties.

### **General (applies to all product categories):**

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly team and the supervision of the team.
- b. The Contracted Supplier or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect items upon discovery.
- c. The Purchasing Entity must incur no additional charges as a result of the Contracted Supplier or Authorized Dealer's error or omission.
- d. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier, after notification and request for correction, is not able to properly clean and ready the site for occupation by the designated move in date.
- e. The cost of additional cleaning must be fully reimbursed by the Contracted Supplier or Authorized Dealer if the Contracted Supplier or Authorized Dealer does not correct the issue promptly to allow for occupation of the site on the designated move in date.
- f. Installation must happen in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- g. The Contracted Supplier or Authorized Dealer must offer Design Services as described in the following section below.

### **Specific to Systems Furniture and Accessories:**

- a. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist, if requested.
- b. The punch out written checklist must be a listing of any missing, incorrect, or damaged items.
- c. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and must include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the work stations to be in move-in condition.

**Specific to Seating:**

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly of the product unless drop ship delivery or inside delivery is selected by the Purchasing Entity. Installed items must be fully assembled and ready for use within the agreed upon timeframe of the Purchasing Entity.

**Specific to Desks, Tables, Filing, Metal Storage and Wooden Case-Goods:**

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly of installed product. Installed product must be fully assembled and ready for use on the agreed upon timeframe of the Purchasing Entity.
- b. The Contracted Supplier or Authorized Dealer must place all desk, tables, filing, metal storage and wooden case-goods in the location designated by the Design Plan or Purchasing Entity.
- c. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and acceptance of all purchased items.

**27. Full Design Services**

OEM must provide, if offering panel systems furniture, through their Authorized Dealer network, to all Purchasing Entities, design, reconfiguration, and layout services at a contracted hourly rate for each State or authorized entity. The contracted hourly rate for design services shall be negotiated during the Participating Addendum process. The OEM Authorized Dealer working on projects that require such services will provide a detailed description of all services being provided and costs associated with them. Design fees must not exceed 3% of total product cost unless the Purchasing Entity agrees to additional charges in advance of services.

Design Service Fees may only be applied to designing panel systems furniture. Design Services Fees may not be applied to seating, standalone file cabinets, standalone desks, tables, or metal storage and wooden case goods. A Dealer may request an exception, directly to the purchasing entity, to the 3% cap or request that Design Fees be allowed for other furniture product categories for one or more of the following reasons. The request must be approved by the purchasing entity and must be included in the quote and, after approval, be included in the purchase order.

- A.** The design project is more complex and requires more labor hours or expertise.
- B.** The design project requires additional site visits or travel to remote locations.
- C.** The design project is not typical and/or does not fall below the 3% cap.

The contracted hourly rate for these services will be negotiated during the Participating Addendum process by each Participating State.

Dealers can collect design fees only if they are awarded the project and must provide detailed quotes, as described in the *Customer Service* section above, free of charge. Project management Services must be provided free of charge.

**Design Services applicable to Panel Systems Furniture:**

- a. Fabric, paint, and finishes must be available electronically and incorporated in CAD drawings to aid in the selection process.
- b. The accuracy of all facility dimensions, obstructions, and attributes must be the responsibility of the Dealer.
- c. The Authorized Dealer is responsible for overages, shortages, or all other ordering errors resulting from orders based on the design work completed by the Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Authorized Dealer design or ordering process.
- d. If the Authorized Dealer is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it is the Authorized Dealer responsibility (financially and logistically) to resolve the matter to the Purchasing Entity's satisfaction. No payment must be made until the issue is fully resolved and approved by the Purchasing Entity's project manager.
- e. The Authorized Dealer must provide an installation plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets. The Purchasing Entity's project manager shall approve, in writing, the final plan.
- f. The Authorized Dealer must be responsible for all plans and their review for correct product application and stability. The Authorized Dealer is responsible for notifying the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly requirements.
- g. The Authorized Dealer is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assembly time, the Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.
- h. The Authorized Dealer must not charge a design fee to the Purchasing Entity for any designs completed during the quoting process. Design fees will be collected only if the Authorized Dealer is awarded the project.
- i. If a Purchasing Entity is reconfiguring an office space the Authorized Dealer must provide design services as a standalone service without the need to place an order for furniture. The Authorized Dealer must provide a not to exceed quote for design services prior to beginning work.

- j. The Authorized Dealer must comply with all applicable Federal, State, Borough, and Local regulations, codes, and laws and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

**Design services required for RECONFIGURATION of existing furniture:**

These services are optional to the Participating Entity and the Authorized Dealer. The Authorized Dealer may or may not offer these services. If offered, the Participating Entity may or may not elect to include them in the Participating Addendum. If this optional service is offered by the Authorized Dealer and elected to be included by the Participating Entity, the terms and conditions, scope of work, and hourly rates shall be negotiated during the Participating Addendum Process.

- a. *PRODUCT INVENTORY. A designer is required to go out to the existing space and assess/inventory the existing furniture layout and products. A drawing and specification list of the existing furniture layout is required prior to beginning a reconfigure.*
  - i. *If the original design was completed by the Contracted Supplier or Authorized Dealer and they have the drawings/design on file, the Authorized Dealer shall verify the existing layout against the drawings then update the drawings to verify we have an accurate design/layout/count of existing products prior to beginning the new design.*
  - ii. *If the original design was not completed by the Contracted Supplier or Authorized Dealer or they don't have drawings/design on file, then the Authorized Dealer shall need to create a new set of drawings that reflect the current furniture layout prior to beginning the new design.*
- b. *FIELD VERIFICATION of facility dimensions, this includes going on site to inspect and measure the space along with updating the customer provided CAD drawings to reflect accurate dimensions, or creating the CAD drawings if they don't exist.*
- c. *FURNITURE SPACE PLANNING, LAYOUT, and 3D RENDERING, this may include multiple revisions based on Purchasing Entity feedback. Space planning may include preliminary block plans to determine space utilization or may include specific product application and design. Designers shall ensure that drawings meet all building, electrical and fire codes, and may obtain approval from building department as required.*
- d. *FURNITURE SPECIFICATION, this includes creating parts lists based on the layout of the space, application of CMF, and specification/coordination of electrical/data. This also includes a double check of work to make sure all specifications meet code and match the requested finishes, quantities and sizes on the floor plan. This may also include time to research and present multiple product options as requested. Each time the layout or CMF is revised the specification must also be revised. A proposal is created from final specifications and allows an order to be placed.*

- e. *COLOR, MATERIAL and FINISH (CMF) recommendations. This may include time to research and present multiple options as requested. When a Purchasing Entity's own material (COM) is selected, a designer must spend time verifying yardage and application of COM along with availability and compatibility on product. Each time colors or finishes are revised by a Purchasing Entity the specification must also be revised.*
- f. *FINAL FLOOR PLANS are created and used for Purchasing Entity sign off and installation, to include furniture layout, electrical/data locations, etc. These may be provided to a Purchasing Entity as a printed copy or electronic PDF format.*
- g. *The Authorized Dealer must comply with all applicable Federal, State, Borough, and Local regulations, codes, and laws and be liable for all required insurance, licenses, permits, bonds, taxes, and inspections*

## **28. Product Mandatory Minimum Requirements:**

The Mandatory Minimum Requirements section for each product category has a series of line items for the product offered in response to the product category offering.

### **Workspace Furniture**

The Workspace Furniture category is described as the following subcategories: Systems Furniture and Accessories; Desks/Tables; and Filing and Storage.

**Systems Furniture and Accessories:** Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements such as office landscape are included.

**Desks/Tables:** A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

**Filing and Storage:** The filing and storage category includes, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

### **Workspace Furniture Mandatory Minimum Requirements:**

All Contractors must meet the requirements listed in Sections (a) through (h).

- a. Offers for the Workspace category must include, at a minimum, **System Furniture and Accessories:** Monolithic and Frame & Tile products; **Desks and Tables:** Free-standing desks, conference room tables, small office tables, side tables; and **The Filing and Storage:** bookcases, wardrobes, cabinets, Free-standing and mobile pedestals.



- b. All products offered must be standard catalogue items for which printed literature, specifications, and certified test results are available. All panel system products offered must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.6-2016 Panel Systems – Tests, all desks and tables offered must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.5-2014 Desks/Table Products – Tests, all storage products offered must meet or exceed the most current applicable test and performance standards prescribed in ANSI/BIFMA X5.9-2004 Storage Units – Tests. Do not submit independent test data or published literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.
- c. Workspace furniture must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage. Workspace furniture must be designed in a manner that components may be completely removed from one side without disturbing the other workstation.
- d. After award, individual quotes to Purchasing Entities must include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the manufacturer’s recommendation. Manufacturer’s standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in the quote. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity.
- e. Component mounting hardware must be concealed from view or flush, and feature safety locking devices or be manufactured in a manner to prevent accidental dislodging. Exposed fasteners (screw heads, bolts, hinges, etc.) that are not flush mounted are not permitted. All connectors and fasteners must be capable of being installed and dismantled without damage to panels or adjacent surfaces.
- f. Case -goods must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- g. All product shipped must have an identification tag/sticker which must include the following information: manufacturer’s name, model number, and year built.
- h. OEM must provide standard trim for all exposed ends, junctions, corners or changes in height.

### **Desks/Tables**

A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining/café tables are included in this category. The term “wooden” is meant to include, wood, or wood veneer, or wood laminate.

### **Desks/Tables Mandatory Minimum Requirements:**

All Contractors must meet the requirements listed in Sections (a) through (e).

- a. Offers for the Desks/Tables category must include, at a minimum, Free-standing desks, conference room tables, and small office tables.
- b. All products offered shall be standard catalogue items for which printed literature, specifications, and certified test results are available. Desks and tables offered must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.5-2014 Desks/Table Products – Tests.
- c. Desks and Tables furniture must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage. Furniture must be designed in a manner that components may be completely removed from one side without disturbing the other workstation when in an open floorplan or collaboration workstation layout.
- d. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- e. After award, individual quotes to Purchasing Entities must include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the OEM's recommendation. OEM's standard trim for all exposed corners or changes in height, if applicable, must be included in the quote. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity. OEM must provide standard trim for all exposed ends, junctions, corners or changes in height.

### **Filing and Storage**

The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. The term "wooden" is meant to include, wood, or wood veneer, or wood laminate.

### **Filing and Storage Mandatory Minimum Requirements:**

All Contractors must meet the requirements listed in Sections (a) through (g).

- a. Offers for the Filing and Storage category must include, at a minimum, bookcases, wardrobes, cabinets, and Free-standing and mobile pedestals.
- b. All product offered must meet current ANSI/BIFMA Storage Units – Tests. The Participating Entities reserve the right to request second party testing data. Do not submit independent test data or published literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.
- c. All products offered shall be standard catalogue items for which printed literature, specifications, and certified test results are available.

- d. After award, individual quotes to Purchasing Entities must include all miscellaneous required items such as hardware, brackets, clamps, braces, etc. that would be necessary for the installation and layout in compliance with the manufacturer's recommendation. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity.
- e. Case-goods must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- f. All products shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- g. All exposed ends, junctions, corners or exposed changes in height must be finished and color matched.

### **Seating**

Seating is high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes that are either mesh back or fabric with arms or without, reception/lounge seating and guest/side chairs that have both four (4) point and star bases. Other optional products in this category include dispatch chair, stackable/foldable chairs and stationary and height adjustable stools.

For the OEM's offering in the traditional executive furniture category, appropriate seating for that category will be evaluated along with the executive furniture case goods.

### **Seating Mandatory Minimum Requirements:**

All Contractors must meet the requirements listed in (a) through (f) below.

- a. Offers for the Seating category must include, at a minimum, high back and standard executive chairs, conference room chairs, and task/work chairs that are either mesh back or fabric with arms or without.
- b. All product offered must meet ANSI/BIFMA X5 1-2011, or most current version, General Purpose Office Chairs- Tests, and California Technical Bulletin 117-2013, or most current version, Requirements, Test Procedure and Apparatus for Testing and Flame Retardance of Resilient Filling Materials used in upholstered furniture, January 2015 edition, also known as Technical Bulletin 117. If any of these standards change over the life of the Contract the Contract vendor must demonstrate that their products meet the new standards. The Participating Entities reserve the right to request second party testing data. Do not submit independent test data or published literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.
- c. All products offered must be standard catalogue items for which printed literature, specifications, and certified test results are available.
- d. Seating must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- e. Polyurethane foams must have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- f. All products shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

# Attachment C: Herman Miller OEM Qualifications and Warranty



**E. SECTION 3: OEM EVALUATED  
QUALIFICATIONS AND WARRANTY DOCUMENTS**  
**Redacted Version**

## E. SECTION 3: OEM EVALUATED QUALIFICATIONS AND WARRANTY DOCUMENTS

### 3.2 WARRANTY

- a. To what extent does the OEM's standard warranty for each product category exceed the minimum warranty requirement stated in Section 2.4 Warranty?

Herman Miller's standard warranty for each product category exceeds the minimum 10-year warranty. Herman Miller's standard warranty period is 12 years, 3 shifts, labor included. Exceptions to this warranty period are listed in section 3.2.f.

- b. Describe how access to warranty documents or warranty information is made available to a Participating Entity.

Warranty documents and information are available to participating entities through our authorized dealership network and publicly available online or by email request as follows:

- Herman Miller available online: [https://www.hermanmiller.com/content/dam/hermanmiller/documents/policies\\_legal/HMI\\_Warranty.pdf](https://www.hermanmiller.com/content/dam/hermanmiller/documents/policies_legal/HMI_Warranty.pdf)
- Herman Miller/Geiger available in the front of each price book published online, for example see page 4 of the Geiger Catalyst price book: [http://www.geigerfurniture.com/content/dam/geiger/resources/product%20literature/pricebooks/pricebook\\_geiger\\_catalyst.pdf](http://www.geigerfurniture.com/content/dam/geiger/resources/product%20literature/pricebooks/pricebook_geiger_catalyst.pdf)
- Herman Miller/Nemschoff available online: <http://www.nemschoff.com/customer-service/warranty>
- Herman Miller/Naughtone available by contacting customer service at [sales@naughtone.com](mailto:sales@naughtone.com)

- c. Provide the number of claims filed for each of the following product categories listed for calendar year 2016 (as applicable to the categories you are offering).

#### Workspace Furniture

- Systems Furniture
- Desk/Tables
- Filing, Metal Storage and Wooden Case-Goods

#### Desks/Tables

#### Filing and Storage

#### Seating

#### Architectural Walls

#### Mobile and Portable Furniture Workstations

#### Traditional Executive Furniture





- d. Describe your firm's policy in regards to how the warranty applies to products that have been discontinued.

Whenever possible, when we discontinue a product or product line, Herman Miller will maintain parts for service either at our facility or at the supplier's facility. If the part is no longer available (this usually occurs when the tooling or materials are no longer available) the Product Service Specialists within Sales Operations will work with the customer to identify the best solution for the customer and their situation.

This may involve replacing the product entirely with like product or offering to reimburse the customer for repair charges. Reimbursement can be authorized up to the original purchase price of the product.

- e. To what extent beyond ten years or the warranty expiration period as defined in Section 2.4 are parts and components available for products that have been discontinued?

Whenever possible, when we discontinue a product or product line, Herman Miller will maintain parts for service either at our facility or at the supplier's facility. If the part is no longer available (this usually occurs when the tooling or materials are no longer available) the Product Service Specialists within Sales Operations will work with the customer to identify the best solution for the customer and their situation.

This may involve replacing the product entirely with like product or offering to reimburse the customer for repair charges. Reimbursement can be authorized up to the original purchase price of the product.

- f. Submit a copy of the manufacturer's standard warranty for each product category.

Our Herman Miller, Geiger and Nemschoff warranties follow and cover the minimum 10 year warranty required on Systems Furniture, Seating, Desks/Tables and Filing and Storage. Naughtone is considered a specialty or ancillary product and meets the minimum required 5 year warranty.

## **Herman Miller, Inc. Warranty**

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 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.

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-service/warranty](https://nemschoff.com/customer-service/warranty). Warranty information for Maharam® textiles can be found by visiting [maharam.com/site/terms](https://maharam.com/site/terms).

### **Herman Miller Products**

#### **5 years**

Herman Miller Collection products; Connect™ power and data; Cubert™, Flute™, and Tone™ personal task lights; Exclave™ whiteboards, tackboards, and accessories; Flo® power hub; Formwork® and Ubi™ liners; Logic Power Access Solutions; Mbrace wall-mounted technology; Ode™ lamps; Procedure/Supply Carts keyless lock bars; Twist™ LED task light; Ubi USB power module

#### **3 years**

Herman Miller Collection outdoor products; Compass™ system faucet

#### **2 years**

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: AireWeave™ 2, Balance, Bingo, Colorguard, Crepe, FLEXNET™, Leather, Lyris 2™, MCL Leather, Mercer, Pellicle®, Rhythm, and Strata); 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; 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 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:**

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 May 2017

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® [logo], Herman Miller, Bubble Lamps, Co/Struc, Eames, Flo, Formwork, Geiger, Locale, Maharam, and Pellicle are among the registered trademarks of Herman Miller, Inc., and its owned subsidiaries.

™AireWeave, Compass, Connect, Cubert, DOT, Eames Soft Pad, Exclave, FLEXNET, Flute, Lyris 2, Motia, Nelson, Ode, Renew, Sayl, 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 Luna and Guilford of Maine textiles and Edelman leathers.

### **Geiger Intersection™ Fabric**

**3 years**

### **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**

**5 years:** Electronic ballasts used in tasks lighting

### **All Service Parts**

**3 years**

### **Other Products**

**6 months:** All other products, parts and any services not listed above, sold or furnished by Geiger, except for consumable products such as lightbulbs 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 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 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, 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 national and specific local codes as stated in 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 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.

## **Nemschoff Warranty Statement**

### 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® and Pristo® Treatment Chairs, Consoul™ Sleepover Seating, and Consoul and Leonard 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

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.

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.

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.

## **Naughtone Warranty**

### **Frames Used In Upholstered and Leather Products**

#### **5 Year limited Warranty**

A 5 year warranty applies to all frames used in sofas, upholstered chairs, ottomans, benches and stools. naughtone ltd. warrants these components to you, the original client, to be free from material manufacturing defects. naughtone ltd. will pay, within five years from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the client to and from naughtone ltd at no charge to the original client purchaser. After five years from the date of purchase, the original client purchaser will be responsible for labor, packing, and all shipping and transportation costs.

### **Leather**

#### **5 Year limited Warranty**

naughtone ltd. warrants to you, the original client purchaser, for a period of five years from the date of purchase, all leather to be free from defects in materials and workmanship, seam slippage, cracking, and dye transfers. Leather is a natural product, and, as such, each hide will reflect its own individuality. Some variations of shade and tone are to be expected as are the nicks, scratches, and wrinkles that only occur in genuine leather; these characteristics are in no way to be considered a defect. naughtone ltd. will pay, within five years from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the client to and from naughtone ltd. at no charge to the original client purchase.

### **Finishes and all Other Furniture Products**

#### **5 Year limited Warranty**

All finishes and other parts, components, and other furniture products not specifically included in the above Warranties, including but not limited to dining tables, chairs, occasional tables, marble tops, granite tops, desks, cabinets, are warranted by naughtone ltd to you, the original client, for five years from the date of purchase, to be free from material manufacturing defects. naughtone ltd will pay, within five years from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the client to and from naughtone ltd, at no charge to the original client.

## **LIMITATIONS AND EXCEPTIONS**

### **Remedy**

Under these Limited Warranties, the sole liability of naughtone is limited to repair, or at its option, replacement. naughtone ltd. will pay, within five years from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the client to and from naughtone ltd, at no charge to the original client. After five years from the date of purchase, the client will be responsible for labor, packing, and all shipping and transportation costs.

### **All Products**

These Limited Warranties provide coverage to the client purchaser and apply to rented, business, commercial, institutional, or other non-residential uses. These Limited Warranties do not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) any merchandise purchased "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. All warranties, whether express or implied, cover only normal commercial usage. No warranty, express or implied, applies to any condition resulting from misuse, abuse, delivery or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning or care. Warranty is null and void if furniture has been moved from original point of delivery to consumer.

**Chemical Treatments**

These Limited Warranties do not cover damages or defects caused by use of chemical treatments or protective coatings on the finish, leather, or upholstered fabric by the client, and any such chemical treatments or protective coatings voids all warranties of naughtone ltd.

**Leather, Upholstered Fabric and Finishes**

The Limited Warranties on “Leather”, “Upholstered Fabric” and “Finishes and all Other Furniture Products” do not cover (i) damages resulting from excessive soiling, improper or unapproved cleaning methods, (ii) fading or other damages resulting from exposure to sunlight, (iii) damages.

**Modifications to Products**

These Limited Warranties do not apply to any products that have been altered by any person, dealer, or company without the express written authorization of naughtone ltd.

### 3.3 WEBSITE

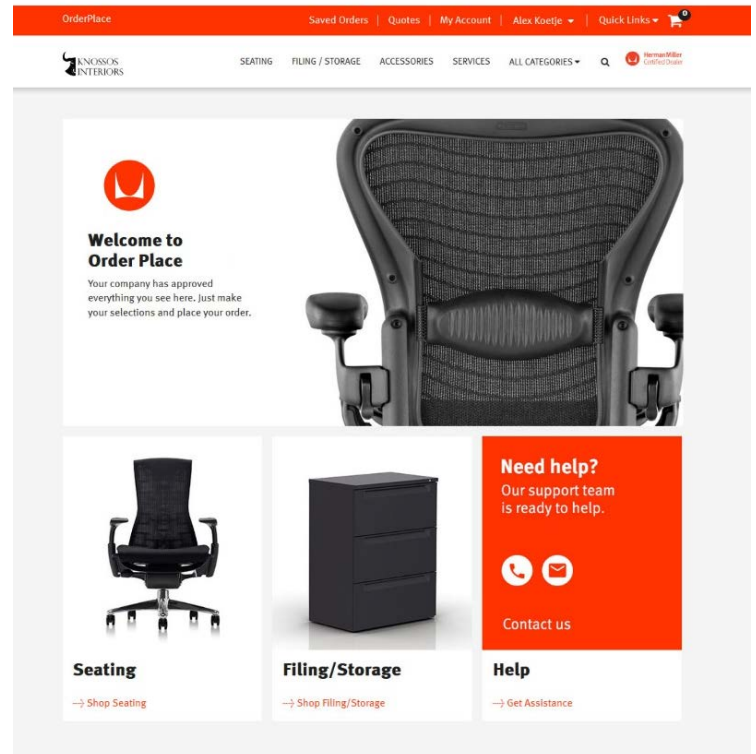
#### a. Describe in detail the features, benefits and capabilities the website offers.

OrderPlace is Herman Miller's B2B e-commerce capability. It streamlines procurement, so you can give people what they need to get on with their work. You purchase products online in partnership with your Herman Miller Authorized Dealer. You can do this easily from a laptop, tablet, or mobile device. And you can designate products from Herman Miller's entire family of brands, including Geiger, Nemschoff, naughtone, and DWR.

We designed OrderPlace to integrate with most e-procurement systems. After we determine compatibility, we can set up OrderPlace to let quotes and purchases flow within the purchasing process defined by your organization. If you use decentralized purchasing, you can still enjoy the benefits of OrderPlace as a stand-alone solution. To facilitate these distributed purchases, we can establish a simple approval process between buyers and approver.

#### Key Features & Benefits

- Streamline the design/specification/ordering process
- Provide accuracy and reliability
- Provides single point of contact
- Capability of ordering product direct from manufacturer
- Error-free product specification and order entry
- Uses industry standard .SIF file format, allowing easy exchange of information
- Order acknowledgement within hours, versus days
- Can unbundle cost of product from cost of services
- Large standard program vocabulary (over three million uniquely specifiable products)
- Facilitates the development of furniture standards
- Standard pricing across customer's organization
- Product can be ordered, and order status checked, 24 hours a day, 7 days a week
- Customized web-based ordering capability available
- Additional e-commerce routes (Ariba, Jaggaer, Oracle, and others) are available



#### b. To what extent does your website provide detailed information on product offering, color and fabric options, pricing, and product compatibility?

Our e-commerce team works with you to tailor the OrderPlace experience to your needs. This ensures you have the products, colors, and options that meet your guidelines and contract terms, so



that what you order in the future will blend with existing furnishings. OrderPlace makes this simple, with a robust experience that includes easy ways to see a product before ordering it and extensive search and filter capabilities.

c. Describe the website's ability to search Authorized Dealers in the geographic area of each Participating Entity?

We can display an Interactive PDF that includes a dealer list/map. Search options include "zip/postal code" and "state/province."

d. Describe website training offered by your firm.

Herman Miller has a dedicated e-Business team that provides virtual website support and training for all customers that utilize the Customer Website Program.

e. Do you identify environmental products with labels to alert the purchasing entity of the environmental attribute?

Yes. Product pages on hermanmiller.com contain a variety of environmental information, including Environmental Product Summaries, Environmental Product Declarations, Recycling Instructions, and Environmental Certifications. Additionally, Herman Miller offers our ecomedes tool to easily find all the sustainable attributes of our products. Available on our public website, ecomedes is a web-based calculator that lets you search our product offering by sustainable characteristics. The results can be used to complete documentation to apply for certification under LEED, Living Building Challenge, WELL, and other programs.

f. Explain the accessibility, functionality, or level of website compliance with WCAG 2.0 requirements (Web Content Accessibility Guidelines). WCAG is developed through W3C process for standardization of web content accessibility.

Herman Miller is continually working to make its web content and resources accessible as part of its inclusion efforts online. We believe that our visitors should have a choice on how they view our content, and are committed to providing a website that takes into account leading web accessibility practices.

We have undertaken measures to ensure that we follow best practices as put forth by the World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level A & AA on <http://hermanmiller.com> as well as our other digital properties.

Herman Miller is dedicated to a process of ongoing improvements and endeavors to ensure all content is developed under the WCAG guidelines as outlined above.

### 3.4 CUSTOMER SERVICE

- a. Describe in detail how your firm proposes to provide satisfactory product representation and sales support to Participating Entities and how will the Participating Entity be notified of changes to the representative contact information.

Herman Miller distributes its products through dedicated dealerships that are authorized to sell and service on a local basis. HMI also has a sales force of regional government experts and local market managers. The dealers have agreements requiring them to maintain an adequate staff trained in the sale of HMI products and in the servicing and installation of those products, with experience and capacity appropriate for servicing the trade area. Dealers are also required to maintain a reputation for high quality service, consultative selling, and business integrity and to render prompt and courteous service with respect to every product the dealer sells.

Up to date information on authorized Herman Miller dealers is maintained on our website at [www.hermanmiller.com](http://www.hermanmiller.com). Using the "Where to Buy" link will connect you quickly with your local dealer. The NASPO contract manager will notify Participating States of any HMI personnel changes.

- b. To what extent are your firm's services centers open beyond the minimums described in Section 2.11?

The HMI customer service and product support departments operate from 9 am to 5 pm Eastern Time. The most experienced reps within the department are issued lap tops and cell phones to provide afterhours support for key accounts on a case by case basis.

- c. Describe the ordering options available including OEM direct, Authorized Dealer network, and website ordering.

For purchases through our dealer network, HMI utilizes a secure dealer channel and sales-facing extranet as our main communication, information, and order entry source for our sales teams and dealer partners.

Herman Miller has delivered to its customers a truly digital, end-to-end ordering system called OrderPlace that dramatically simplifies purchasing and increases control over the furniture buying process. With OrderPlace, customers are the drivers of a system that extends from a tailor-made e-commerce web site to our dealers, manufacturing resources, suppliers, delivery, Customer Care and back again with 97.6% on-time, complete reliability.

Over 200 major customers have selected OrderPlace as their e-commerce platform for furniture purchases. They have linked it as either a component of their e-procurement processes or as a standalone capability that gives them the opportunity to test and evaluate the value of broader e-commerce initiatives for their facilities operations. These clients appreciate the improved control that allows them to funnel furniture purchasing through a single point (such as within a specified purchasing department), or to extend purchasing decisions to multiple departments, facilities, or field offices while maintaining control every step of the way.

d. Describe the process that will be used to ensure that a Customer Service Representative will respond to all inquiries within one (1) business day.

Our proprietary call tracking system enables us to review customer issues and continue serving you in a seamless and effective way. Our telephone system routes customer calls to the nearest customer care representative, making a faster connection to the right resource, and we have numerous databases that cover all aspects of customer service and can be accessed quickly to provide live solutions.

Our goal of 93 to 98% live voice requires the use of numerous pieces of technology to ensure our service is reliable and responsive, not just within one day but typically immediately:

- **Symposium** - A telephone system technology that identifies incoming calls and routes the calls to the appropriate Dealer & Sales Engagement or Product Services representative.
- **Call Tracking Application** - Each engagement with customers is carefully logged and quickly retrievable throughout Dealer & Sales Engagement and Product.
- **Omni/Order Manager** - Herman Miller utilizes Omni as their main communication and information source for its dealers and field sales support team. Omni provides a window of opportunities to all dealers in marketing, specifying, and ordering Herman Miller products. All acknowledgements, invoices and shipping documents are available 24/7 real-time.
- **Knowledge Databases** - Databases including product information, frequently asked questions/answers, resource directories, and reference materials. Representatives can quickly access these databases to provide live solutions to customers.
- **Symon Screens** - All Dealer & Sales Engagement and Product Services team members who manage incoming phone inquiries have on screen visibility to active calls, and new calls waiting. These screens help to maintain high levels of live voice.

e. Describe the design and installation services available through your Authorized Dealer network.

Our customers have come to expect a high level of competence from the services offered by our authorized dealer network, therefore all authorized dealers must meet minimum performance requirements and be able to provide the following services:

Design and CAD Services

Clear and accurate plans, drawings, and specifications are key to the success of any furniture project. We research your needs and provide design and CAD services for layouts, product typicals, specifications, and budgeting. Dealer designers have the design and planning background and the technical skills to plan, draw, and specify furniture. They work directly with customers or in partnership with A&D firms to understand the culture, environment, and work style of customers' businesses and respond with appropriate solutions.

Project Management Services

Furniture projects include complex and interrelated activities that need to be carefully managed and supervised. Our authorized dealers have the professional experience and expertise you can depend on in managing your furniture projects.

Order Management Services

Furniture is often considered among the most complicated and costly commodities to specify and order. We can help you simplify your purchasing processes, reduce your transaction costs, improve your accuracy, and shorten your order cycles.

### Delivery and Installation Services

Proper delivery and installation are critical to your schedules, people, and processes. We oversee all aspects of your project, from the disassembly of existing products to the receiving, delivery, staging, and installing of new products and follow-up service to assure quality and completion. Customers often ask how we can guarantee accuracy, consistency, and reliability in furniture installations at their facilities in various locations. The answer is our Installation Certification Program. Installers must complete a required series of training programs and/or demonstrate a thorough knowledge of installation practices in order to be recognized as Herman Miller Certified Installers. A re-evaluation takes place annually to ensure that all Certified Network member organizations continue to provide the highest quality installation services.

### Furniture Maintenance Services

We provide ongoing repair and maintenance services to ensure your furniture's performance and safety. We have certified technicians repair and maintain manufacturers' products under warranty terms. And we refurbish preowned products to match new furnishings or a new work environment.

### Asset and Inventory Management Services

You have a significant investment in your assets and inventory. And you have enough to do without worrying about all the complexities of furniture assets and inventory management. We provide asset and inventory management of all your furniture assets, whether they're in use or in storage.

### Relocation and Churn Management Services

We help you deal with relocations, moves, and churn management – from large site-to-site moves to the everyday moves of people and furniture.

- f. Describe in detail the process that your firm utilizes to track and respond to issues and concerns from both your Authorized Dealers and the Purchasing Entity.

Herman Miller is ISO 9001:2008 certified and has a complete suite of applications operating through our Excellence through Quality system. The Dealer & Sales Engagement team records all customer product concerns into the Customer Quality System database. The System generates a service order, manages the receipt of returned goods and records the customers concern. The information is available for on-line inquiry for 5 years and is used to determine what product concerns require further investigation or corrective action.

Corrective actions are created in our Excellence through Quality database. The quality manager at the manufacturing site monitors the resolution of Corrective Actions. Each site has a Warranty Activity Method Steering Team that oversees the timely resolution and root cause analysis of customer complaints. This is a disciplined way of gathering customer information and data and working to solve the problem. The problem-solving process is based on Six Sigma methodology: define, measure, analyze, improve, and control. This process is a way of making sure that problems and solutions are addressed holistically.

- g. Describe your return and restocking policy and procedure when the Purchasing Entity orders in error.

Herman Miller is a build to order manufacturer. We do not stock product and do not have a process by which to restock product ordered in error. We rely heavily on our Dealer Network and HMI Salesforce to find uses by other customers and projects for excess product in order to mitigate costs.

### 3.5 DELIVERY

- a. Describe in detail how your firm processes emergency or rush deliveries that are requested by a Purchasing Entity.

Herman Miller offers an Emergency Response Process for rapid turn around of product needed to complete an installation, functional workstation, or punch list. The Emergency Response process ships specified product holding up installation within 24 hours, according to published terms.

An expedited service fee will be added only to Emergency Response orders resulting from non-Herman Miller errors. This fee is intended to recoup a portion of the cost incurred in processing the orders and is in addition to any expedited freight charges.

- b. Describe in detail the standard lead time for shipping for each of the shipping methods defined in Section 2.7 of this RFP.

Herman Miller lead time programs are backed by the established reliability of our production and distribution systems. Customers can be confident that we deliver what they need, when they need it. That's important for any installation project, because reliable lead times are a crucial element in a customer's planning process and resource allocation.

To match a customer's particular product and scheduling needs, Herman Miller offers three lead time choices as outlined below. Lead times are stated in business days and are calculated from order acknowledgement to ship date:

10-Day or Less—Herman Miller has the most comprehensive quick-ship program in the industry, with no surcharges. Products available to ship in 10 days or less include a broad vocabulary of Canvas Office Landscape; Action Office and Ethospace systems; storage including Meridian and Tu; Everywhere Tables; Resolve; Thrive Portfolio; and seating, including Embody, Aeron, Mirra 2, Celle, Sayl, Equa 2, Ergon 3, Setu, Caper, Limerick, and Aside chairs in the most requested finishes.

20-Day or Less—Includes the full complement of Herman Miller standard products.

Assigned—For special products or because you request it. Lead times can be assigned based on the requirements of each order.

- c. Describe your short-lead time or express delivery products program.

Herman Miller's 10-Day or Less program is the most comprehensive quick-ship program in the industry, with no surcharges. Products available to ship in 10 days or less include a broad vocabulary of Canvas Office Landscape; Action Office and Ethospace systems; storage including Meridian and Tu; Everywhere Tables; Resolve; Thrive Portfolio; and seating, including Embody, Aeron, Mirra 2, Celle, Sayl, Equa 2, Ergon 3, Setu, Caper, Limerick, and Aside chairs in the most requested finishes.

d. What is your standard lead time from the time the order is placed until delivery?

To match a customer's particular product and scheduling needs, Herman Miller offers three lead time choices—10 day or less, 20 day or less, and assigned lead time. Our dealers have access to the most current lead time information through our web-based tool, Omni.

Lead times are stated in business days and are calculated from order acknowledgement to ship date. These lead time programs are designed to decrease overall lead times and eliminate quick-ship surcharges.

### 3.6 FIRM

- a. Provide a brief history of your firm including the number of years manufacturing the Office Furniture product categories being offered in response to this RFP.

Herman Miller began as Michigan Star Furniture Company in Zeeland, Michigan in 1905. In 1923, D.J. De Pree and other investors bought the company; De Pree renamed it Herman Miller after his father-in-law. The products being offered in response to this RFP were introduced between 1968 (Action Office) and 2017 (Verus).

- b. Describe specifically what makes your firm a stable long term partner for NASPO ValuePoint and describe your Marketing and Implementation Plan if awarded a contract.

Like our products, Herman Miller is built to last. We are as thoughtful and intentional about our cost structure as we are about our product design and our people practices.

Our variable-cost business model gives us maximum flexibility; we don't tie up large amounts of capital. Our emphasis on continuous improvement through the Herman Miller Performance System gives us the flexibility to cut back or ramp up quickly. Creative projects are completed by internal and external resources for a fresh stream of ideas that result in the innovative products and services that have been our hallmark for years.

With this approach, we develop products and services that meet your current needs and anticipate your future ones. Our thoughtfully designed products can also mean a lower long-term cost of ownership due to their high quality, functionality, longevity, and low maintenance.

We bring our workplace knowledge and emphasis on design, quality, and innovation into the partnerships we enter with customers. We enjoy sharing what we know—not only about the changing nature of work but also about how we conduct our own business. We share because we think there's a good chance that what has worked for us will also work for you.

We also compete for talented and capable employees with a variety of experiences and unique gifts. A diverse workforce that includes many people and perspectives is better for our business. It enriches our experience and strengthens our company.

- c. Describe specifically what information the OEM contract administrator would provide at annual contract evaluation meetings with the Master Agreement Administrator as defined in Section 1.5 of this RFP.

Herman Miller's NASPO Lead in conjunction with the Contracts Administrator would provide data on purchases by participating State. Additionally, we would provide a breakdown by product category and provide detail on high volume products, make recommendations for potential cost saving measures and Solicit individual feedback from our participating states and address any concerns from the previous review.

Herman Miller also conducts an annual executive audit with representatives of the team's most important customers. An unlimited number of people from the customer are invited – anyone who



gets involved with furniture decisions, specification, installation, and maintenance. The purpose of the visit is to learn more about the customer and their industry. We explore what's impacting their business (legislation, growth, contraction, moves, etc.) and offer any assistance we are able to provide to address the issues.

More importantly, we check in to see how we're doing. We ask if we are "keeping the promise we made" when we sold them their furniture. We remind them of our 12-year all inclusive warranty and encourage them to use our warranty group as needed. We ask how their account manager, the day to day contact, is doing and let them know the question is not meant to be punitive but instead to make sure the fit is correct. If not, we have other account managers who might be better suited to the account.

We inform the customer of any new services we are able to provide them that might help maximize the use of their physical real estate. We end by asking if there is anything else we can do to improve our service to them. We then follow up on anything that arises.

d. Describe in detail your firm's Escalation Management Plan including contact information and escalation from the Authorized Dealer(s) to the OEM.

General customer issues, questions and concerns will be managed by the selling dealer, the HMI local sales team and the HMI assigned Customer Care team. The HMI Government Sales Manager will provide support as needed. If a customer does not obtain a completely satisfactory resolution, escalation will be managed by the Government Sales Manager. The Government Sales Manager will be accountable to review the situation in detail and connect with the appropriate parties to obtain a timely and completely satisfactory resolution. If the Government sales manager or the customer feels additional support is needed to resolve issues, escalation is available.

Herman Miller escalation plan:

1. Government Sales Manager – Greg Cass, 201-341-1005, greg\_cass@hermanmiller.com
2. Contract Manager – Dave Gillman, 616-654-8375, dave\_gillman@hermanmiller.com
3. Government Sales Director – Tim Barrios, 616-654-3457, tim\_barrios@hermanmiller.com
4. Senior Vice President of NA Contract Sales – Malisa Bryant, 616-654-3787, malisa\_bryant@hermanmiller.com
5. President of NA Contract – Greg Bylsma, 616-654-7578, greg\_bylsma@hermanmiller.com

Herman Miller is a service oriented organization. We understand our success depends on delivering results to our customers. Each Herman Miller employee is held to a high standard of ethics and service. We invite feedback, positive or negative, from our customers and have an open line of communication between our executive leadership team and our customers.

e. Briefly describe how your firm intends to promote and market the use of the Master Agreement to States and authorized entities. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?

Herman Miller will actively promote the NASPO ValuePoint agreement. Herman Miller has the United States divided into 23 sales regions, and each is led by a Regional Sales Director. Each of

those Directors has a team of individuals that are responsible for promoting this agreement locally. At least one of those individuals is responsible for working with their State's procurement team. The local sales teams are also responsible for working directly with local entities and engaging with the CPO.

Herman Miller produces NASPO ValuePoint-specific marketing materials that are intended for the CPO and agency-level customer. We also participate in many regional tradeshows to promote our capabilities in the State and local markets.

### 3.7 AUTHORIZED DEALER RELATIONSHIP

a. Briefly describe what your firm requires from potential dealers to become an “Authorized Dealer”.

Our dealers must offer the full range of Herman Miller products and services and provide warehouse space for storing and staging customer orders. They must also have trained and qualified staff, from designers to installers, as well as the equipment, software, and training to place error-free orders through our electronic ordering system.

We apply the philosophy of kaizen, continuous improvement, to all of our work throughout HMI — from the manufacturing floor to the corporate offices. We expect our dealers to participate in these efforts through a program we call The Last Mile. An extension of the operational excellence we have developed through kaizen, this system focuses on distribution and installation

Finally, a dealership’s showroom must support conversations about the applications and flexibility of Herman Miller products. We have showroom guidelines that dealers follow in the display of Herman Miller products and applications. We offer corporate design resources to work with dealers on the design of their display areas and, in some cases, on how to integrate their facility into a working showroom.

b. Describe in detail how your firm currently measures an Authorized Dealers’ performance.

HMI dealers are evaluated on a number of things. Project management, space planning and CAD services, order management, asset and inventory management, delivery and installation, furniture maintenance, relocation and churn processes and management, and customer satisfaction are areas in which we evaluate our dealers’ performance.

- Customer satisfaction. We have developed a Customer Satisfaction Improvement Program, so that all our dealers have a set of requirements and measurements that they can meet and improve on.
- Installation expertise. Our Installation Certification requires installers demonstrate a thorough knowledge of installation practices; they are also re-evaluated annually to ensure ongoing knowledge of any changes in product-installation procedures.
- Asset management knowledge. Our Asset Inventory Management (AIM) tool is one of the best in the industry. Our dealers must be adept at using it and understand the benefits asset management provides our customers. Dealers must demonstrate knowledge and use of AIM software. Warehouse facilities that provide safe storage of product for the short or long term are required.

c. Describe in detail the process for revoking a dealership from an Authorized Dealer for issues related to customer service, lack of inventory, poor design service, late deliveries, and other Authorized Dealer performance related issues, and how escalation process will be handled.

Should Herman Miller determine that a dealer is not providing the level of service required, we would sever our relationship by revoking their contract for non-performance. In that case, Herman Miller may do one of the following: 1) if there is an existing authorized dealer within that same trade area, HMI may replace the dealer 2) if there is not another existing authorized dealer in that same trade area, HMI may extend the trading area of an authorized dealer in a nearby market who

would be best suited to serve your needs, or 3) under unique circumstances, HMI may take the order direct and sub-contract any services as necessary until such a time that a new dealer can be established.

d. Describe in detail how your firm will support and assist an Authorized Dealer in improving their performance and the corrective action process.

The ultimate goal of performance improvement is to create a strong, growing authorized dealer network that supports the needs of our customers. To achieve this goal, we provide dealer training programs, tools and resources to support their business, and meet regularly with dealers to evaluate performance. Our established performance management process measures performance, reports results, and fosters improvement. We monitor the performance of our dealers in every facet of their business - leadership, sales, operations, and finance. This is done via an annual certification process where we measure 36 different metrics to observe and improve performance. Each authorized dealer within the certified network is provided with performance scorecards that measure the member's performance in specific areas and indicate areas needing improvement. Results are also posted on our web-based programs to allow dealers to compare their performance from year to year against their own performance scores as well as validate their performance against the Network indices as a whole. Maintaining certification is an ongoing process that can only be achieved by diligent attention to continuous improvement activities. Members that become inactive in the program, fail to show demonstrated improvement, or receive substandard customer satisfaction scores will lose their certification status.

Our training programs are continually updated, and dealers are required to refresh their knowledge and skills so that they provide customers with current and accurate information. We provide a full range of training sessions on products and services through a combination of online and face-to-face classes. We also provide dealers with technology tools that help speed up and increase the accuracy of information as well as simplify communication among dealers, customers, and our company. We help train our dealers to use these tools so that projects run smoothly and efficiently.

We ask dealers to come to headquarters in West Michigan as part of their training. We like to stay connected beyond the modern conveniences of e-mails and phones; we like regular face-to-face communications as well. We also encourage dealers to bring customers to our facilities and meet with company representatives. We partner with dealers to individualize visits to the specific issues, products, and services relevant to their customers. Beyond West Michigan training, we conduct functional forums on an annual basis. Topics discussed at these forums include leadership, operations, financial management, and technology. Forums give us the opportunity to continue building relationships among dealers and Herman Miller personnel and at the same time to share best practices and advance distribution performance.

e. Describe in detail the process that your firm uses to track and respond to issues and concerns from both your Authorized Dealers and from Participating Entities.

Our long-standing commitment to customer satisfaction is captured in Salesforce Case Management. It helps us ensure appropriate responses and follow-ups to service requests, while also letting us track trends in products and quality. When a customer makes a service request, the Customer Care representative who fields the request creates a case of all important issue details in

our system. Once saved, other team representatives can retrieve and review the issue and continue to provide service to the customer. At the same time, the system is also accessible to our Product Services group to track the service requests, so we can not only resolve the specific requests, but also track information that can help us improve product quality. Salesforce Case Management allows the Customer Care representative to process service requests such as credit and order requests and modifications with just a click of a button while the customer is on the phone. It lets us act upon the request quickly and follow-up confirms completion of the request.

Herman Miller's Customer Satisfaction Improvement Program is another process that allows us to track and respond to feedback from our customers. A simple web based program systematically processes customer satisfaction surveys, manages immediate follow-up of customer concerns, analyzes performance trends from the accumulated data, and identifies opportunities for improving performance for both the dealer and Herman Miller. We set minimum standards for customer satisfaction levels required to maintain Network certification status and establish index targets for performance improvements.

- f. Describe how the OEM will train Authorized Dealers on implementing and marketing the NASPO ValuePoint Master Agreement. Describe how you will train Authorized Dealers as to the scope of this agreement to ensure that only the product categories awarded will be promoted and marketed to end user of the agreements.

Herman Miller specializes in meeting the needs of state/local government, education and institutional customers from the town hall to the state capitol. The Herman Miller Sales Team is committed to educating its national sales force and Authorized Dealers about the Master Agreement and delivering a full range of competitively priced, well designed office furniture and support services so that you get the workplace solution you want when you want it.

The Herman Miller NASPO ValuePoint lead is responsible for implementation, education and marketing strategy. Training and sales plans are established on a regional level. Each Herman Miller Regional Sales Director will make training sessions available for local dealers and is responsible for supporting the NASPO ValuePoint Agreement to the regional Herman Miller and dealer sales force. Ongoing training will be made available in several formats including National and Regional Sales Meetings, Webinars and on demand podcasts.

All of the above methods of training include a full understanding of the contract, process, available products and discounts. Additionally, the Herman Miller Contracts system would prevent any items that are not included in this contract from being ordered.

### 3.8 Environmental Evaluated Criteria

A. Provide the information requested below based on how your firm has made a public commitment to environmental and sustainability:

1. Provide a website link to your current environmental sustainability policy if available.

Information on Herman Miller's commitment to Environmental Advocacy is available at <http://www.hermanmiller.com/about-us/our-values-in-action/environmental-advocacy.html>

2. Provide a website link to your most recent annual sustainability report if available.

Our Better World Report with our current sustainability report is available at [http://www.hermanmiller.com/content/dam/hermanmiller/documents/a\\_better\\_world/Better\\_World\\_Report.pdf](http://www.hermanmiller.com/content/dam/hermanmiller/documents/a_better_world/Better_World_Report.pdf)

3. Information about any sustainable transportation practices your company has put in place (e.g., use of EPA SmartWay-certified trucks).

The Transportation Impact Reduction team in our Distribution area is making every possible effort to reduce the impact of the materials and products we transport. We are minimizing packaging thereby maximizing loads, subcontracting our shipping to achieve fuel efficiencies, and expanding the use of biofuel. We also make every effort to source the raw materials required for our products as close to the manufacturing site as possible, minimizing transportation time and costs.

#### Product Packaging

We blanket wrap a significant portion of our seating and metal casegood products. The use of blanket wrapping allows more products to ship per truck, thus reducing the amount of fuel required to transport our product. Approximately 47 percent of all high volume seating products and 40 percent of metal casegoods are blanket wrapped. Panels and work surfaces are packaged on wooden shipping pallets, which also reduces packaging requirements, handling damage, and expedites product installation.

#### Local Fleet Sustainability Efforts

With our local truck fleet, we specifically seek trucks with aerodynamic features, monitor mileage, fuel consumption, and tire pressure, and use low friction lubricants for the engine and drive train to increase engine efficiency. We have also implemented selective catalytic reduction (SCR)-compliant technology on our trucks. We continue to review and reduce our city routes by combining routes when feasible, which means fewer trucks on the road moving the same amount of freight.

#### Outbound Carrier Sustainability Efforts

For our outbound contract carriers, 90 percent of our domestic base is currently SmartWay certified. Three of our carriers are 100% SCR compliant; the remaining carriers are all working on becoming at least 80% SCR compliant. Our West Coast carriers have trailer skirts on 100% of their trailers to reduce aerodynamic drag; East Coast carriers, 50% of their trailers. Two of our carriers have 100% of their trucks fitted with battery-powered units (BPUs) that run the heat and air without the truck running. Most of our carriers have reduced their road speed to 68 mph, have low-rolling resistant tires, and have a driver incentive for maintaining higher fuel

mileage.

#### EPA SmartWay Certified Carrier

These efforts have earned Herman Miller recognition as a U.S. EPA SmartWay Transport Partnership Certified Carrier. This certification is an industry first and acknowledges the efforts of our West Michigan Fleet Operations to improve energy efficiency and reduce greenhouse gas and air pollution emissions.

#### 4. [Information about any sustainable packaging services your firm offers.](#)

##### Customer Packaging

Herman Miller utilizes a number of packaging options, as dictated by the different shipping methods we employ based on the order profile.

The most material-intensive approach typically occurs on small orders and International orders, when each part must be individually packaged for robust shipping protection. Under these circumstances, corrugated boxes and other materials used (plastics, banding, etc.) are readily recyclable, and wherever possible, utilize recycled content in materials themselves.

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.

There are additional environmentally friendly packaging options available. Your Herman Miller salesperson can guide you to the best solution specific to your project.

##### Improvements to Installation Process

We study the installation process on-site and with great detail when designing our packaging in order to reduce material waste and human struggle. Through these observations, we note that transit scheduling and access to docks can be major factors in a successful installation. Reducing the amount of trailers required to deliver products reduces that scheduling struggle and also reduces the environmental impact of trucking.

##### Returnable Supplier Packaging

Returnable pallets and packaging have largely replaced one-time packaging. Wherever feasible, reusable packaging is utilized between our OEM part suppliers and Herman Miller. This eliminates literally tons of corrugated/cardboard packaging that would be used in conventional shipping methods.

In 2015, we accepted our second Excellence in Reusable Packaging Award from the Reusable Packaging Association. We were acknowledged for eliminating more than 28,000 tons of corrugated waste from piling up in landfills. The reduction of waste also resulted in a savings of almost \$16.5 million dollars.

5. Information about how your firm has improved the sustainability of your operations (e.g., LEED certification of facilities, use of renewable energy to manufacture your products, etc.).

Environmental Goals

For over 50 years, respecting the environment has been more than good business practice for us—it is the right thing to do.

In 2004 we put into place a set of environmental goals that included a zero operational footprint. We have sharpened our goals around the smart use of resources, eco-inspired design, and becoming community driven.

Our new 10-year sustainability strategy — Earthright — measures our progress around three themes:

Resource Smart:

- Eliminate landfill, hazardous waste and VOCs
- Conserve 30 million gallons of water
- Reduce our energy intensity by 50 percent
- Generate 50 percent of our energy renewably, on-site or locally

Eco-Inspired Design:

- 100 percent Design for the Environment (DfE) approved
- 100 percent BIFMA level 3 certified
- Take back 125,000 tons of product for recycling and re-use

Community Driven:

- Engage 53 percent of our employees to share creative ideas
- Engage 100 percent of our supply chain in our zero waste goals

	FY 2015 Goal	Met Goal FY2015 Results	FY2016 Goal
<b>Resource Smart</b>			
Zero Waste (tons)	292	231	233
50 percent less water used (mil gal)	54	31	51
50 percent reduction in energy intensity (mwh/\$mil sales)	102.6	98	97
50 percent total energy from local and on-site renewable sources (mwh)	10%	12%	15%
<b>Eco-inspired Design</b>			
100 percent DfE-approved products	75	69.2	80



		Met Goal	
	FY 2015 Goal	FY2015 Results	FY2016 Goal
100 percent level 3 certified	33	51	41
125,000 tons of product/year diverted from landfill	17,000	5,057	31,000
<b>Community Driven</b>			
53 percent of our employees engaged	15	16	20
100 percent of our suppliers engaged	78	82	81

6. Information about how you clearly label your environmentally preferable products in your catalog and/or online ordering system so they can be easily identified by your customers. Environmentally preferable products are defined as those meeting the criteria within 2.12 A (1-5) and B.

With our ecomedes tool, it's easy to find all the sustainable attributes of our products.

ecomedes is a web-based calculator that lets you search Herman Miller's product offering by sustainable characteristics. The results can be used to complete documentation to apply for certification under LEED, Living Building Challenge, WELL, and other programs.

Our ecomedes tool can be found at <https://hermanmiller.ecomedes.com>.

7. Any environmental certifications or awards your firm has received during the past 5 years.

2017

As one of the top-scoring companies in our industry for the thirteenth consecutive year, Herman Miller has qualified for inclusion in RobecoSAM's 2017 Sustainability Yearbook and received the Bronze Class distinction for our excellent economic, environmental, and social sustainability performance. The selection criteria for inclusion in the Yearbook becomes more rigorous each year, and only the top 15 percent of the companies within each industry are selected.

2016

Herman Miller was recognized as the Business of the Year at the Annual Meeting of the West Michigan Environmental Action Council (WMEAC) for being an outstanding partner in support of the growth of WMEAC's Programs. WMEAC's award goes to the business with the greatest depth and breadth of support, unwavering dedication to environmental action in West Michigan, and a strong corporate commitment to environmental advocacy.

The 101 Best and Brightest Sustainable Companies once again (fifth consecutive year) recognizes Herman Miller as an organization in Michigan (and for the first time, in the nation) that exhibits leadership and innovation in its approach to sustainability. This award celebrates those companies that are making their businesses more sustainable, the lives of their employees better, and the community, both locally and globally, more responsible as a whole.

Herman Miller selected for inclusion in the 2016 RobecoSAM Sustainability Yearbook for twelfth consecutive year.

## 2015

This is the fourth consecutive year that Herman Miller was named one of Michigan's Best and Brightest Sustainable Companies.

Herman Miller has received the Forest Stewardship Council (FSC) Leadership Award for our longstanding commitment to manufacturing with wood sourced from responsibly managed forests. We have been recognized with a select group of businesses dedicated to reducing environmental impacts by protecting against deforestation and forest degradation.

Herman Miller has once again been recognized for its commitment to best-in-class economic, environmental, and societal sustainability, earning a spot on the prestigious Dow Jones Sustainability Index (DJSI) for the twelfth consecutive year. We are one of 317 companies worldwide to be included in the DJSI World Index, and the only contract furniture company recognized globally for its corporate sustainability leadership.

Herman Miller accepted its second Excellence in Reusable Packaging Award from the Reusable Packaging Association. We were acknowledged for eliminating more than 28,000 tons of corrugated waste from piling up in landfills. The reduction of waste also resulted in a savings of almost \$16.5 million dollars. We also have a mission to achieve zero landfill and reduce our environmental footprint. Reusable packaging is addressing both goals; and it helped us meet a customer's sustainability requirements while furnishing one of the country's largest construction sites. Herman Miller delivered furniture to the new office complex for a major petroleum company on time, on budget, and with insignificant damage to the finished products or packaging material. Herman Miller believes it is the largest use of outbound reusable packaging in the furniture manufacturing industry.

Herman Miller selected for inclusion in the 2015 RobecoSAM Sustainability Yearbook; awarded Bronze Class distinction for excellent sustainability performance for the second consecutive year.

Herman Miller received a Michigan Business Pollution Prevention (MBP3) Certificate – a recognition given by the Michigan Department of Environmental Quality (MDEQ) to organizations committed to environmental stewardship, conservation, and sustainable operations. This basic partnership with the MDEQ, which we've maintained since 1998, makes us eligible for our Clean Corporate Citizen (CCC) status that began in 2004 and our Environmental Leader status, which we received for the first time this past year.

The Environmental Leaders program recognizes environmental achievement at Michigan facilities. Qualifying companies demonstrate sound environmental stewardship, community partnering, and mentoring.

## 2014

Herman Miller received the annual Green Power Leadership Award from the U.S. Environmental Protection Agency (EPA). We were one of 19 Green Power Partners and four suppliers across the country—along with the cities of Philadelphia and Las Vegas, Apple, Kohl's, and Trek Bicycle Corporation—cited for achievements in advancing the nation's renewable energy market and reducing greenhouse gas emissions fueling climate change.

Herman Miller received its sixth consecutive Neighborhood Environmental Partners (NEP) award from the Michigan Department of Environmental Quality. Focusing on our continued commitment to community-based environmental projects, Herman Miller's 2014 application reported on the three-day Outdoor Discovery Center project held in 2013.

The 101 Best and Brightest Sustainable Companies once again (third consecutive year) recognized Herman Miller as an organization in Michigan that inspires and produces green technology to impact the industry and environment.

Additionally, at the 101 Best and Brightest Award Celebration, Herman Miller was also presented with an Elite Award in the Best of the Best Overall Category. The award was presented by the Michigan Business and Professional Association and the Event Board of Directors for our cutting-edge sustainability practices and exceptional dedication.

For the eleventh consecutive year (and thirteenth year in total), Herman Miller has been selected as an index component of the Dow Jones Sustainability Indices (DJSI) for 2014, being recognized for our corporate sustainability leadership in our industry.

The S&P Dow Jones Indices, one of the world's largest providers of financial market indices, and RobecoSAM, the investment specialist focused exclusively on Sustainability Investing, announced the results of the annual Dow Jones Sustainability Indices ("DJSI") review. This marks the 15 year anniversary of the DJSI. Launched in 1999, the DJSI was the first global index to track the financial performance of the leading sustainability-driven companies worldwide based on an analysis of financially material economic, environmental, and social factors.

As one of the top-scoring companies in our industry, Herman Miller qualified for inclusion in the 2014 RobecoSAM Sustainability Yearbook and received the Bronze Class distinction for excellent sustainability performance.

### 2013

Herman Miller received its fifth consecutive Neighborhood Environmental Partners (NEP) award from the Michigan Department of Environmental Quality. This award recognizes outstanding commitment to community-based environmental projects. (Submitted fifteen various projects including Earth Day, Earth Hour, Adopt-a-Highway, electronics' recycling events, and food drives.)

Herman Miller receives tenth consecutive listing on the Dow Jones Sustainability World Index.

Herman Miller receives fifth consecutive Neighborhood Environmental Partners (NEP) award from the Michigan Department of Environmental Quality. This award recognizes outstanding commitment to community-based environmental projects.

The 101 Best and Brightest Sustainable Companies once again (second consecutive year) recognized Herman Miller as an organization in Michigan that inspires and produces green technology to impact industry and environment. This award celebrates those companies that are making their businesses more sustainable, the lives of their employees better, and the community, both locally and globally, more responsible as a whole. Categories include:

Sustainable business practices in the community, financial performance of sustainable initiatives, training and development, volunteerism, and products that reflect the current and future customer and industry demands.

## 2012

Climate Counts named Herman Miller the “Home and Office” Sector Leader. Up three points from last year, Herman Miller scored a 66 in Climate Counts’ 2012-13 company scores. In the Climate Counts’ “Striding” tier (50-84 points), Herman Miller is the sector leader for the “Home and Office” sector; other sector leaders included: Starbucks, Google, Nike, IBM, Lufthansa, Bank of America, Heineken, L’Oreal, UPS, Unilever, Marriott, and Johnson and Johnson. The Climate Counts Company Scorecard provides people with an independent and transparent way to gauge which of the world’s most well-known consumer brands are seriously committed to reducing their climate impact.

Herman Miller Inc. was the winner of the Reusable Packaging Association’s first annual Excellence in Reusable Packaging Award. The award was presented at PACK EXPO in Chicago. Herman Miller won the award for innovative and beneficial use of reusable packaging. Herman Miller switched from expendable packaging to returnable filler with crosslink foam for the shipping and handling of an office chair component. The part is a “Y” shaped plastic part called a “spine” that is assembled on its SAYL® office chair.

Herman Miller accepted its fourth consecutive Neighborhood Environmental Partners (NEP) award from the Director of the Michigan Department of Environmental Quality at a ceremony at the Michigan State Capital Building on Wednesday, September 19, 2012. The NEP award recognizes facilities and their community partners for their strong commitment to a sustainable future by improving the social, economic, natural resources and environmental well-being of Michigan communities. The two projects submitted were the Habitat for Humanity house and Pioneer Trails in Muskegon.

Herman Miller achieves ninth consecutive listing on Dow Jones Sustainability World Index, an international stock portfolio that evaluates the annual performance of the world's largest 2500 companies using economic, environmental, and social criteria, known as the “triple bottom line” of sustainability.

Herman Miller is honored as one of West Michigan’s 101 Best and Brightest Sustainable Companies. The award celebrates organizations that are making their business more sustainable; the lives of their employees better; and the community, both locally and globally, more responsible as a whole. Scoring was based on several categories: Education, Communication, Strategic Planning and Operational Implementation, Innovation and Problem Solving, Building and Grounds, Community Leadership, and Workforce and Financial Performance.

Contract Magazine's annual survey of architects and designers cites Herman Miller as the top furniture manufacturer and second overall in response to the question, “Which do you consider the most environmentally sustainable manufacturer(s) serving our industry?”

The Sustainable Asset Management (SAM) group selected Herman Miller for inclusion in “The Sustainability Yearbook 2012” and has awarded Herman Miller both the “SAM Sector Leader”

and “SAM Sector Mover” distinctions.

Herman Miller was named one of 16 Section Leaders on Climate Counts 2011-2012 Scorecard Report, making us the industry leader for Home and office Furnishings. The scorecard measures how well the largest companies across 16 industry sectors are preparing for a low-carbon future. Companies are scored based on 22 criteria including a company’s efforts to assess their climate footprint, reduce greenhouse gas emissions, and the ability to communicate their efforts to consumers.

SGS International Certification Services, Inc., recognizes Herman Miller's manufacturing sites, Midwest Distribution Center, Design Yard, and Geiger for initial certification to the OHSAS 18001 standard as well as re-certification to ISO 14001.

- B. Offerors must provide information on which of their proposed product lines meet the standards listed below.

**Product Environmental Standards Cross Reference**

#	Name	ANSI/BIFMA e3-2014	Cradle to Cradle	UL 2818 GREENGUARD	Healthier Hospitals Initiative
1	Action Office System	1		Gold	
2	Aeron	3		Gold	X
3	Aside		Silver	Gold	X
4	Avive Table Collection			Gold	
5	Canvas Office Landscape	3		Gold	X
6	Caper	3		Gold	X
7	Celle	3		Gold	X
8	Compass System			Gold	X
9	Co-Struc System			Gold	X
10	Crosshatch			Gold	
11	Eames Aluminum Group			Gold	
12	Eames Molded Fiberglass Chairs			Gold	
13	Eames Molded Plastic Chairs			Gold	
14	Eames Softpad Chairs			Gold	
15	Eames Tables	2		Gold	X
16	Embody	3		Gold	X
17	Equa 2	1		Gold	
18	Ergon 3			Gold	
19	Ethospace	3		Gold	

**Product Environmental Standards Cross Reference**

<b>#</b>	<b>Name</b>	<b>ANSI/BIFMA e3-2014</b>	<b>Cradle to Cradle</b>	<b>UL 2818 GREENGUARD</b>	<b>Healthier Hospitals Initiative</b>
20	Everywhere Tables	3		Gold	X
21	Exclave			Gold	
22	Geiger Brabo			Gold	
23	Geiger Bumper			Gold	
24	Geiger Foray			Gold	
25	Geiger Full Twist			Gold	
26	Geiger Landmark			Gold	
27	Geiger Nessel			Gold	
28	Geiger Saiba			Gold	
29	Geiger Sotto			Gold	
30	Geiger Taper			Gold	
31	Geiger Tuxedo Sofa			Gold	
32	Intersect Collection			Gold	
33	Keyn	2		Gold	X
34	Layout Studio			Gold	
35	Limerick			Gold	
36	Locale			Gold	
37	Meridian Storage	3		Gold	X
38	Metaform			Gold	
39	Mirra 2	3	Bronze	Gold	X
40	Motia tables	3		Gold	
41	Nemschoff Altair Chairs			Gold	X
42	Nemschoff Beaumont Settee			Gold	X
43	Nemschoff Brava			Gold	X
44	Nemschoff Capella Collection			Gold	X
45	Nemschoff Harmon			Gold	X
46	Nemschoff Monarch Collection			Gold	X
47	Nemschoff Nala Chair			Gold	X
48	Nemschoff Pamona Collection			Gold	X
49	Nemschoff Products – Other			Gold	
50	Nemschoff Reliant Chairs			Gold	X
51	Nemschoff Revive Stool			Gold	X
52	Nemschoff Steps Seating			Gold	X

**Product Environmental Standards Cross Reference**

#	Name	ANSI/BIFMA e3-2014	Cradle to Cradle	UL 2818 GREENGUARD	Healthier Hospitals Initiative
53	Nemschoff Wallsaver Recliner			Gold	X
54	Plex Lounge Chair			Gold	X
55	Public Office Landscape	3		Gold	X
56	Renew Tables	2		Gold	X
57	Resolve	1		Gold	
58	Sayl	3		Gold	X
59	Setu	3	Bronze	Gold	X
60	Striad Seating			Gold	
61	Swoop Lounge Chair			Gold	X
62	Thrive Collection			Gold	
63	Tu Metal Storage	3		Gold	X
64	Tu Wood Storage			Gold	X
65	Verus	3		Gold	X

1. ANSI/BIFMA e3-2014 Furniture Sustainability Standard at level® 1 or higher. Please list all product lines that meet ANSI/BIFMA criterion 7.6.1 and additionally those product lines that also meet 7.6.2.

A list of certified products can be found at <https://level.ecomedes.com/>

Please see Product Environmental Standards Cross Reference table above.

2. Cradle to Cradle (Bronze, Silver or Gold).

A list of certified products can be found at <http://www.c2ccertified.org/products/registry>

Please see Product Environmental Standards Cross Reference table above.

3. UL 2818 GREENGUARD (Standard for Chemical Emissions) (Basic or Gold).

A list of certified products can be found at <http://productguide.ulenvironment.com/QuickSearch.aspx>

Please see Product Environmental Standards Cross Reference table above.

4. SCS Indoor Air Advantage (Basic or Gold).

A list of certified products can be found at <https://www.scsglobalservices.com/certified-green-products-guide>

Our low emitting product certification scheme is currently through Greenguard. Greenguard is equivalent to Indoor Advantage.

5. ANSI/BIFMA Furniture Emissions Standards (M7.1 / X7.1-2011).

Please see Product Environmental Standards Cross Reference table above. Any product that is

Greenguard certified meets these associated ANSI/BIFMA standards

6. Flame-retardant-free.

- a. Do you label all upholstered seating products that meet Technical Bulletin 117-2013 in accordance with the manner described in Section 19094 of the California Business and Professions Code?

Yes

- b. Are all upholstered seating products that meet TB 117-2013 labeled as “not containing flame retardant chemicals”?

Yes, however some Herman Miller Collection product may still contain Flame Retardant Chemicals. This would be indicated on the TB 117-2013 label on product.

7. Environmental Product Declaration (EPD) or Health Product Declaration (HPD). Include an example, if available.

EPDs are available for the Herman Miller products as found on <http://iere.org/programs/earthsure/earthsure-epds.htm>

8. Healthier Hospitals Initiative list of compliant products for healthy interiors:  
A list of HHI compliant products can be found at <http://healthierhospitals.org/hhi-challenges/safer-chemicals/list-furniture-and-materials-meet-hh-healthy-interiors-goal>

Please see Product Environmental Standards Cross Reference table above.

9. At least 30% post-consumer recycled material or 50% total recycled content. Total recycled content is defined as the sum of post-consumer recycled content plus one-half of the pre-consumer content.

Some products will meet this requirement. For specific product details please go to [www.hermanmiller.ecomedes.com](http://www.hermanmiller.ecomedes.com).

10. List any additional environmental attributes of your products such as bio based content or FSC certified wood.

Herman Miller products sold as FSC certified products are identified on Herman Miller’s website.

[http://www.hermanmiller.com/content/hermanmiller/northamerica/en\\_us/home/about-us/our-values-in-action/environmental-advocacy/certified-wood.html](http://www.hermanmiller.com/content/hermanmiller/northamerica/en_us/home/about-us/our-values-in-action/environmental-advocacy/certified-wood.html)

C. Has your firm had any breaches of environmental, health, or safety standards within the past 12 months? This includes fires, explosions, industrial accidents, hazardous releases, or other health and safety incidents at any of the firm’s facilities. If so, provide details (including but not limited to date of event, quantitative extent of damage, environmental effects, and corrective action plan and success rate) of all breaches.

We have had zero significant spills, zero significant fines, and zero nonmonetary sanctions for noncompliance with laws and regulations over the last five years. Minor violations that may occur



tend to be self-discovered, are typically administrative in nature, and do not result in environmental harm.

- D. Principles for Safer Chemicals: To advance an economy where the production and use of chemicals are healthy for humans, as well as for our global environment and its non-human inhabitants, responsible companies and their supply chains should adopt and implement a chemicals policy and a policy to assess current hazards and identify safer alternatives to chemicals of high concern. Note Chemicals of High Concern are defined as those listed in the GreenScreen List Translator (<http://www.greenscreenchemicals.org>).

The principles behind the questions below were embedded into the Chemical Footprint Project Survey Questions. Companies that participated in the Chemical Footprint Project need only complete Question #1 of this section and may skip questions 2-4.

1. Did you participate in the Chemical Footprint Project? Yes/No. If yes, provide your responses to the survey and you may skip questions 2-4. If no, please respond to questions 2-4 below.

Yes, Herman Miller participated in the Chemical Footprint Project. However, we have decided to answer the proceeding questions in lieu of providing this confidential response.

2. Does your company have a chemicals policy that aims to avoid chemicals of high concern? Yes/No. If yes please provide your chemical policy and note whether it is publicly available on your website. If no, please skip to question 4 below.

Yes. Herman Miller's chemicals policy and Design for Environment Protocol addresses preference for using safer alternatives. Additionally, we've created a Supplier Guide for choosing healthier materials and a list of "Approved Materials" that have been assessed and extracted from our database to send to suppliers.

We are including our Chemical Policy and list of Banned Materials. We also have a lengthy list of Approved Materials that is beyond the scope of what can be included here, but is available upon request.

## **Herman Miller Chemicals of Concern Policy for Products**

This Policy describes Herman Miller's desire to remove chemicals of concern from our products and replace concerning chemicals with safer and better alternatives wherever possible.

### Scope

This policy pertains to new and existing chemicals in Herman Miller products for sale in North America.

### Policy

It is Herman Miller's Policy to assess materials used in our products for chemicals of concern and replace those chemicals or materials with safer alternatives wherever possible.

### Methodology

Chemicals of concern at Herman Miller fall into four categories: Herman Miller Banned Chemicals, Regulatory Chemicals, Voluntary Standard Chemicals (such as Living Building Challenge), and chemicals representing an exposure hazard to workers manufacturing our products.

All new Herman Miller products are assessed for chemicals of concern using the following methods. Materials used in our products are assessed for chemicals of concern by:

- Assessing chemicals in the material against Herman Miller's Banned List of Chemicals (Corporate Work Instruction WI-045).
- Assessing chemicals in the materials against Regulatory lists to determine if any of the chemicals are regulatory in nature. Product Regulatory Policy will be consulted for chemical regulations to screen against.
- Assessing chemicals in the material against voluntary lists including, but not limited to Greenscreen List Translator, Living Building Challenge Red List, BIFMA e3 level Annex B, Healthier Hospitals Initiative, Cradle to Cradle Banned List.
- Assessing chemicals in our products by the Safety team for employee exposure during manufacturing in-house.

Should a chemical of concern be found, Work instruction XXX (in DRAFT) will be followed to alert the project team and initiate discussions with the supplier to find an alternative material or chemical to fill the same application.

In addition, our suppliers receive a Supplier DFE Guide that details our Banned chemicals and suggests preferred materials and non-preferred materials based on chemicals of concern. The Guide requests suppliers to provide full material disclosure of materials. Suppliers also sign our Terms & Conditions which states that they will conform to our DFE requirements and supply formulation information on the materials we use.

### Design for the Environment Approval

#### Purpose

As part of Herman Miller's EarthRight sustainability strategy, all new products are assessed for sustainability performance including DfE approval and validation of market required environmental attributes.

#### Scope

This procedure applies to all products that are designed at Herman Miller, Herman Miller International and all wholly owned subsidiaries unless specifically excluded in XXX-XXX exceptions.

## Definitions:

- BOM: Bill of Material
- CMF: Color/Material/Finish
- DfE: Design for the Environment
- Environmental Attributes: Product based market required information including but not limited to: recycled content, recyclability, certified wood, new wood, chemical make- up, base material information, LCA impacts
- Typical: The most commonly configured variation of a product

## Reference Documents

### Herman Miller References:

- CORP-008 Chemical Emissions Certification Process for Products CORP-WI-049 DfE Approved Material list
- PD-ENG-014 Production Part Marking/Labeling PD-G-019 Design for the Environment Guidelines POL-003 Product Regulatory Compliance Policy
- PR-098 Performance Requirement for Indoor Air Quality CORP-WI-045 banned chemical list
- CORP-WI-048 exceptionsXXX-XXX material approval process
- XXX-XXX DfE Product Summary Statement

### External references:

- ANSI/BIFMA M7.1-20XX Standard Test Method for Determining VOC test methods from Office Furniture Seating and Components
- ANSI/BIFMA X7.1-20XX Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture Systems and Seating
- ANSI/BIFMA e3-20XX Furniture Sustainability Standard

## Responsibility

- DfE Lead: Responsible for completing the DfE assessment for DfE approval, certifications and market required environmental attributes
- Product Engineer: Responsible for supplying a complete BOM
- Product Management: Shall determine number of product typicals needed for the DfE Roll Up
- Supply Management: Shall assist the DfE lead in tracking chemical and environmental attribute information in the supply chain

## Procedure

### Design for the Environment Criteria

For a product to be Design for the Environment (DfE) approved, it shall pass three criteria:

- 1) Meet applicable regulations and contain no banned chemicals
- 2) Meet low emitting product criteria
- 3) Meet the criteria to be ANSI/BIFMA e3 certified (aka level 1 certified) and have gone through a disassembly demonstration

All products that meet these three criteria will be considered DfE approved. Please note that additional information will need to be collected in order to meet market required environmental attribute needs.

## Specific criteria

- 1) Governmental Regulation Compliance and HM Banned Chemicals
  - a. Product must meet all applicable regulatory compliance requirements related to sustainability or product chemistry. At a minimum, following regulations shall be evaluated for applicability and conformance:
    - i. NA
      1. California Proposition 65,
      2. California Safer Consumer Products
      3. CARB Comp Wood
      4. Consumer Product Safety Improvement Act (CPSIA)
      5. Lacey Act
      6. REACH
      7. RoHS
    - ii. EMEA
      1. EU Timber Act
      2. REACH
      3. RoHS
      4. POPs
      5. WEEE
    - iii. APAC
      1. GB standards (formaldehyde and heavy metals)
      2. RoHS
  - b. All materials in the product shall not contain any HMI Banned chemicals above acceptable concentration limits. See docXXXX
  - c. Exceptions – See docXXXX
- 2) The product shall meet specified emissions criteria
  - a. Product environments
    - i. Office environment
      1. Conform to ANSI/BIFMA M7.1/X7.1
    - ii. Healthcare environment
      1. Conform to ANSI/BIFMA e3 7.6.2 tested to ANSI/BIFMA M7.1
    - iii. Residential environment
      1. If required, testing based on Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.1 or ANSI/BIFMA M7.1
      2. Modeling Based on Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.1
      3. Criteria ANSI/BIFMA X7.1 limits
    - iv. EMEA/APAC requirements different
      1. FEMB level reference?
      2. GreenTag Reference?
  - b. The following products are exempt from this criteria
    - i. Lighting
    - ii. Accessories
    - iii. Sink/Faucet
  - c. Documentation shall be provided to demonstrate how the emissions criteria was met by the product. Review shall be performed by an approved internal or external emissions assessor.

- 3) Meet the following sustainable product criteria
  - a. Disassembly
    - i. Internally or externally validated disassembly steps
    - ii. Document best practices
    - iii. Publish disassembly for recycling instructions on website
      1. required for NA now
      2. EMEA by FY18
      3. APAC by FY 19
  - b. Conform to ANSI/BIFMA e3 Silver or equivalent (e.g. level 1). Note – certification not required, conformance must to documented
    - i. See BIFMA level scorecard in Appendix AA
    - ii. See Equivalent programs in Appendix BB

#### Data needs

Both DfE Approval and market required environmental attribute information require baseline product information. The DfE lead shall work with the product engineer and product management to obtain the following information:

- 1) BOM
  - a. Part Number, Quantity, Description, Material type, weight, Supplier
  - b. Supplier type
    - i. Assembler
    - ii. Purchaser
    - iii. Material processor
    - iv. Raw Material Supplier
- 2) Recycled Content
  - a. PI/PC of material product
  - b. Need RC for final product that meet FTC guidelines
- 3) Sustainable Wood sourcing
- 4) Location of manufacture
  - a. Need to define final manufacture that meets
    - i. Level
    - ii. LEED
    - iii. C2C

#### Assessment

Information is compiled into a DfE spreadsheet. Key environmental attributes are calculated. Materials are assessed per the material assessment work instruction. Based on this information the product is evaluated against the DfE approval criteria resulting in a pass/fail determination summarized in the DfE Product Summary Statement. The DfE Product Summary Statement is presented to the product engineering and product management. Environmental attribute information is communicated to product management for incorporation into customer facing documents.

#### Records

The DfE Lead shall complete and keep current a DfE assessment spreadsheet and the DfE Product Summary Statement for each product line.

## Herman Miller Banned Chemical List

The following chemical substances are not allowed above the limits listed below in any homogeneous materials intended for use in Herman Miller or Herman Miller subsidiary products.

**Chemical Substance:** A substance of fixed composition, characterized by its molecular structure(s), which typically has an associated CAS RN (Chemical Abstract Substance Registration Number) and/or EINECS (European Inventory of Existing Commercial Chemical Substances) number.

**Homogeneous Material:** one material of uniform composition throughout or a material consisting of a combination of materials that cannot be mechanically disjoined into different materials, meaning that the materials cannot be separated by mechanical actions. Coatings and finishes such as plating, powder coats, enamels, etc. are considered unique homogenous materials.

	Chemical Substance	CAS RN	Limit
<b>Antimicrobials</b>			
	Triclosan	3380-34-5	Usage Ban
	Triclocarban	101-20-2	Usage Ban
	Dimethyl fumarate	624-49-7	Usage Ban
	Nanometals (Zinc/Copper/Silver/etc.)	Multiple	Usage Ban
<b>Halogenated Flame Retardants (HFRs)</b>			
	Tris(2,3-dibromopropyl) phosphate (TRIS)	126-72-7	250 ppm
	Triethylenephosphoramidate (TEPA)	545-55-1	250 ppm
	Pentabromodiphenyl ether (PentaBDE)	32534-81-9	250 ppm
	Octabromodiphenyl ether (OctaBDE)	32536-52-0	250 ppm
	Decabromodiphenyl ether (DecaBDE)	1163-19-5	250 ppm
	Bis(2,3-dibromopropyl) phosphate	5412-25-9	250 ppm
	Hexabromocyclododecanes (HBCDDs)	25637-99-4	250 ppm
	Tetrabromobisphenol A	121839-52-9	250 ppm
	Tris(chloroethyl)phosphate	29716-44-7	250 ppm
	All Other HFRs	Multiple	250 ppm
<b>Heavy Metals &amp; Heavy Metal Compounds</b>			
	Arsenic (As) & As compounds	7440-38-2 / Multiple	100 ppm
	Cadmium (Cd) & Cd compounds	7440-43-9 / Multiple	100 ppm
	Chromium VI (Cr6+) & Cr6+ compounds	18540-29-9 / Multiple	100 ppm
	Cobalt (Co) & Co compounds	7440-48-4 / Multiple	100 ppm
	Lead (Pb) & Pb compounds	7439-92-1 / Multiple	100 ppm
	Mercury (Hg) & Hg compounds	7439-97-6 / Multiple	100 ppm
<b>Organic Solvents</b>			
	Formaldehyde*	50-00-0	85 ug/m <sup>2</sup> hr <i>emission factor</i>
	Methylene Chloride	75-05-2	Usage ban
<b>Organotins</b>			
	Dibutyltin (DBT)	1002-53-5	20 ppm
	Dimethyltin (DMT)	23120-99-2	5 ppm
	Monobutyltin (MBT)	78763-54-9	5 ppm

	Monooctyltin (MOT)	Various	5 ppm
	Dioctyltin (DOT)	15231-44-4	5 ppm
	Tricyclohexyltin (TCyHT)	6056-50-4	5 ppm
	Trioctyltin (TOT)	250252-89-2	5 ppm
	Tripropyltin (TPT)	761-44-4	5 ppm
	Tributyltin (TBT)	56573-85-4	5 ppm
	Trimethyltin (TMT)	1631-73-8	5 ppm
	Triphenyltin (TPhT)	668-34-8	5 ppm
	Tetrabutyltin (TebT)	1461-25-2	5 ppm
<b>Perfluorinated Compounds</b>			
	<p>Per- and Poly-Fluoroalkyl Substances (PFASs) <b>(often referred to as PFCs)</b>: A category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers. PFASs include any compound that meets any one of the following definitions:</p> <ul style="list-style-type: none"> <li>• <b>Perfluoroalkyl substances</b>: Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.</li> <li>• <b>Polyfluoroalkyl substances</b>: Compounds for which all hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.</li> <li>• <b>Fluoropolymers</b>: Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.</li> <li>• <b>Perfluoropolyethers</b>: Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.</li> </ul> <p><b>Side-chain fluorinated polymers</b>: Variable composition non-fluorinated polymer backbone with fluorinated side chains.</p>	Multiple	100 ppm
<b>Phthalate Plasticizers</b>			
	Di(ethylhexyl) phthalate (DEHP)	117-81-7	250 ppm total
	Bis(2-methoxyethyl) phthalate (DMEP)	117-82-8	
	Dimethyl phthalate (DMP)	131-11-3	
	Di-n-octyl phthalate (DNOP)	117-84-0	
	Di-iso-decyl phthalate (DIDP)	26761-40-0	
	Di-isononyl phthalate (DINP)	28553-12-0	
	Di-n-hexyl phthalate (DnHP)	84-75-3	
	Di-iso-pentyl phthalate (DIPP)	605-50-5	
	Dibutyl phthalate (DBP)	84-74-2	
	Di-n-pentyl phthalate (DnPP)	131-18-0	
	Butyl benzyl phthalate (BBP)	85-68-7	

	Dinonyl phthalate (DNP)	84-76-4	in material
	Diethyl phthalate (DEP)	84-66-2	
	Di-n-propyl phthalate (DPRP)	131-16-8	
	Di-isobutyl phthalate (DIBP)	84-69-5	
	Di-cyclohexyl phthalate (DCHP)	84-61-7	
	Di-iso-octyl phthalate (DIOP)	27554-26-3	
	n-Pentyl-isopentyl phthalate (nPIPP)	776297-69-9	
	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP)	68515-42-4	
	1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP)	71888-89-6	
	1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0	
	Other Ortho Phthalates	Multiple	
<b>Polyvinyl Chloride Compounds</b>			
	Polychloroprene	9010-98-4	1000 ppm total in material
	Polyvinlidene chloride (PVDC)	9002-86-2	
	Polyvinyl chloride (PVC)	9002-85-1	

*\*formaldehyde limits are based the emission factor loading as specified in ANSI/BIFMA e3 credit 7.6.1 testing according to ANSI/BIFMA M7.1*



3. Does your company have a chemicals policy that in addition to avoiding chemicals of high concern includes an explicit preference for the use of safer alternatives? Yes/No. If yes, please note whether your policy focuses on chemicals in your products, manufacturing operations, supply chains, and/or primary packaging. In addition, if yes, please note whether you share your chemicals policy publicly. If no, please answer question 4 below.

Yes, Herman Miller does have chemical policy documents that do include an explicit preference for the use of safer alternatives. These documents focus on chemicals in products, manufacturing operations, and supply chain. These are not publicly available.

See Section 3.D.2 Above for policy as well as <http://www.hermanmiller.com/about-us/our-values-in-action/environmental-advocacy/design-for-the-environment.html>

4. What chemical information does your company collect from suppliers?

**Response Options**

List all that apply. Our company:

- a. requires suppliers to provide chemical information as delineated in our Legally Restricted Substances List
- b. requires suppliers to provide chemical information as delineated in our Beyond Restricted Substances List
- c. requires suppliers to provide chemical information on the EU's list of Candidate Substances of Very High Concern
- d. requires suppliers to provide full chemical ingredient information

# Attachment D Pricing Information: Discount Matrix

Price Book Date: February 6, 2017		NASPO Value Point National Program Pricing		
		Discounts from List Price		
Product Line	\$ 1 - \$50,000	\$50,001 - \$150,000	\$150,000+	
Accessories	68.00	68.75	70.75	
Action Office 1 & 2 Panels	68.00	68.75	70.75	
Action Office 2 Components	68.00	68.75	70.75	
Aeron Chairs	50.50	50.75	52.50	
Aside Seating	52.50	52.75	54.50	
Avive	68.50	68.75	70.50	
Burdick Group	46.00	46.00	46.00	
C-Style Overhead	68.00	68.75	70.75	
Canvas Beam	68.00	68.75	70.75	
Canvas Dock	68.00	68.75	70.75	
Canvas Group	68.00	68.75	70.75	
Canvas Metal Storage	68.00	68.75	70.75	
Canvas Private Office	68.00	68.75	70.75	
Canvas Wall	68.00	68.75	70.75	
Canvas Wood Storage	68.00	68.75	70.75	
Caper Chair	52.50	52.75	54.50	
Celeste Seating	46.00	46.00	46.00	
Celle Seating	50.50	50.75	52.50	
Classical Seating	46.00	46.00	46.00	
Eames Aluminum	46.00	46.00	46.00	
Eames Tables (Stone Top)	46.00	46.00	46.00	
Eames Tandem	46.00	46.00	46.00	
Embody	48.50	48.75	50.50	
Energy	68.00	68.75	70.75	
Equa 2 Seating	56.50	56.75	58.50	
Ergon 3 Seating	56.50	56.75	58.50	
Ethospace	68.00	68.75	70.75	
Everywhere Tbales	66.50	66.75	68.50	
Exclave Performance Gear	52.50	52.75	54.50	
Geiger Construct	50.50	50.75	51.50	
Geiger Levels	50.50	50.75	51.50	
Geiger Shelf	50.50	50.75	51.50	
Geiger Tablet	50.50	50.75	51.50	
Geiger Triuna	50.50	50.75	51.50	
Geiger Conference Tables	50.50	50.75	51.50	
Geiger Caucus	50.50	50.75	51.50	
Geiger Elsi	50.50	50.75	51.50	
Geiger MP	50.50	50.75	51.50	
Geiger Occasional Tables	50.50	50.75	51.50	
Geiger Foray	50.50	50.75	51.50	
Geiger Seating Guest	50.50	50.75	51.50	
Geiger Seating	50.50	50.75	51.50	
Geiger Seating Lounge	50.50	50.75	51.50	
Geiger Stools	50.50	50.75	51.50	
Healthcare Action Lab	50.50	50.75	51.50	
Healthcare Casework	50.50	50.75	51.50	
Healthcare Co/Struc	50.50	50.75	51.50	
Healthcare Compass	53.50	53.75	54.50	
Healthcare Intent Solution	50.50	50.75	51.50	
Healthcare Mora System	50.50	50.75	51.50	
Herman Miller Collection & Classical	46.00	46.00	46.00	
Herman Miller Tables	68.50	68.75	70.50	
Intersect Portfolio	52.50	52.75	54.50	
Keyn Chairs	48.50	48.75	50.50	
Layout Studio	50.50	50.75	52.50	
Lighting	68.00	68.75	70.75	
Limerick	52.50	52.75	54.50	
Locale	57.50	57.75	59.50	
Meridian Towers	51.50	51.75	53.50	
Meridian Lats	53.50	53.75	55.50	
Meridian Peds	53.50	53.75	55.50	
Meridian Storage & Bookcases	51.50	51.75	53.50	
Metaform	52.50	52.75	54.50	
Mirra 2	50.50	50.75	52.50	
Motia Tables	66.50	66.75	68.50	
Naughtone	46.00	46.00	46.00	
Nemschoff	46.00	46.00	46.00	
Plex Seating	46.00	46.00	46.00	
Prospect	50.50	50.75	52.50	
Public Office Landscape	53.50	53.75	55.50	
Renew Link	66.50	66.75	68.50	
Renew Tables	66.50	66.75	68.50	
Resolve	52.50	52.75	54.50	
Sayl Chairs	50.50	50.75	52.50	
Setu Chairs	50.50	50.75	52.50	
Setu Tables	50.50	50.75	52.50	
Swoop Lounge Furniture	46.00	46.00	46.00	
Textiles	68.00	68.75	70.75	
Thrive Portfolio	53.50	53.75	55.50	
Thrive - CBS	53.50	53.75	55.50	
Thrive Global	53.50	53.75	55.50	
Tu Peds	64.50	64.75	66.50	
Tu Lats	64.50	64.75	66.50	
Tu Storage	64.50	64.75	66.50	
Tu Towers	64.50	64.75	66.50	
Tu Wood Cases	64.50	64.75	66.50	
Tu Wood Credenzas	64.50	64.75	66.50	
Tu Wood Cubbies	64.50	64.75	66.50	
Tu Wood Peds	64.50	64.75	66.50	
Tu Wood Towers	64.50	64.75	66.50	
Verus Seating	50.50	50.75	52.50	

**Notes:**  
 Orders must be issued to a participating HMI Authorized dealer.  
 Discounts include product only dock delivery, services are additional.  
 Lead Times: Herman Miller has three easy-to-use lead time programs. When you order product from the 10 Day or Less or from the 20 Day or Less program you will receive it on time regardless of how busy we are. The Assigned lead time program is for product that may require a unique process with a unique lead time. Assigned does not always mean extended. See your local Herman Miller dealer for more details.

**ATTACHMENT D**

**PRICING INFORMATION: PRICE LIST**

To access the Price Lists for Herman Miller Inc., please use the following link:

<https://hmicommunity.force.com/government/s/state-of-utah>