

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

June 22, 2023

**TO:** Board of Library Commissioners  
**FROM:** John F. Szabo, City Librarian  
**SUBJECT:** **AWARD OF CONTRACT TO PROVIDE FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES FOR THE LIBRARY**

**A. RECOMMENDATIONS:**

THAT the Board of Library Commissioners ("Board"):

1. Award a contract, substantially in the form on file, to Haworth, Inc., to provide furniture, installation and related products and services for the Library.
2. Find, in accordance with Charter Section 371(e)(8) and Los Angeles Administrative Code Section 10.15(a)(8), the Library may use or "piggyback" on an existing contract between the City of Charlotte North Carolina ("Charlotte") and Haworth, Inc., because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert, or technical services contracts of those agencies are an exception to the City's competitive bidding requirements.
3. Find, in accordance with Charter Section 1022, that it is more feasible to have this work performed by an independent contractor than by City employees.
4. Authorize the City Librarian and City Attorney to make technical and clerical changes if needed to the contract.
5. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
6. Adopt the attached Resolution regarding the award and execution of the contract with Haworth, Inc., to provide furniture, installation and related products and services for the Library.

**B. STATEMENT OF FACTS:**

1. The Library owns various facilities throughout the City of Los Angeles and requires the expertise of a professional contractor to design office space and install office furniture and equipment.

2. Since the passage of Measure L in 2011, the Library has increased services and programs to the public, which has required additional full-time staff, part-time staff, and volunteers. However, the square footage of work space has not increased for staff, office furniture or equipment. The professional and expert services of an independent contractor are needed to design efficient work areas to maximize existing space, meet ADA requirements, and to provide and install furniture, including modular and traditional office furniture.
3. The City of Charlotte awarded contract number 2020000606 to Hayworth, Inc., in connection with Charlotte's Request for Proposals No. 269-2019-105 issued on June 19, 2019. The contract was effective January 1, 2020, for a term of five years, with two one-year options to renew. The Library requests Board approval to enter into a contract with Haworth, Inc., based on the terms and conditions of the contract between Charlotte and Haworth, Inc. The total amount of materials and services will not exceed \$1,000,000 per fiscal year and shall expire on December 31, 2024.
4. The Library does not have the appropriate staff in its employ to perform the design services or installation services at Central Library or 72 Branch Libraries. Staff therefore requests, in accordance with Charter Section 1022, that the Board find that it is more feasible to have the work performed by independent contractors.
5. Funds are available in Contractual Services Account 3040 and in Trust Fund 831 to reimburse the contractors for materials and services.
6. The contract has been reviewed by the City Attorney and is ready to be transmitted for processing

#### Attachments

Project Manager: Eloisa Sarao, Director of Facility Planning and Maintenance

Prepared by: Robert Morales, Senior Management Analyst (Retired)

Reviewed by: Madeleine M. Rackley, Business Manager  
Susan Broman, Assistant City Librarian

**LIBRARY RESOLUTION NO. 2023- (C- )**

**WHEREAS**, the Library owns various facilities throughout the City of Los Angeles and requires the expertise of a professional contractor to design office space and install office furniture and equipment;

**WHEREAS**, the City of Charlotte, North Carolina (Charlotte) awarded contract number 2020000606 to the Contractor in connection with Charlotte's Request for Proposals No. 269-2019-105 issued on June 19, 2019, for furniture, installation, and related products and services;

**WHEREAS**, pursuant to Charter Section 371(e)(8) and Los Angeles Administrative Code Section 10.15(a)(8), the Library may use or "piggyback" on the existing Charlotte Contract, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert, or technical services contracts of those agencies are an exception to the City's competitive bidding requirements; and,

**WHEREAS**, funds are available to compensate Haworth, Inc., for materials and services in accordance with the contract.

**THEREFORE, BE IT RESOLVED**, that the Board of Library Commissioners (Board) adopts the recommendations and findings of the City Librarian's Board Report and approves the contract with Haworth Inc., to provide furniture, installation and related products and services for the Library;

**FURTHER RESOLVED**, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, if needed, to the contract; and,

**FURTHER RESOLVED**, that the Board authorizes the Board President and the Board Secretary to execute the contract upon the completion of all required approvals.

This is a true copy:

**CONTRACT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
HAWORTH, INC.  
FOR  
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

This Contract (Contract) is made and entered into by and between the City of Los Angeles, a municipal corporation (City), by and through the Library Department (Los Angeles Public Library or Library), and Haworth, Inc., (Contractor). City and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the Los Angeles Public Library owns various facilities throughout the City of Los Angeles and desires to engage the services of a contractor to design office space and install office furniture and equipment;

**WHEREAS**, the City of Charlotte, North Carolina awarded contract number 2020000606 (Charlotte Contract) to the Contractor following Charlotte's Request for Proposals No. 269-2019-105 issued on June 19, 2019, for furniture, installation, and related products and services;

**WHEREAS**, pursuant to Charter Section 371(e)(8) and Los Angeles Administrative Code Section 10.15(a)(8), the Library may use or "piggyback" on the Charlotte Contract, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert, or technical services contracts of those agencies are an exception to the City's competitive bidding requirements;

**WHEREAS**, on June 22, 2023, the Board found, in accordance with Charter Section 1022, that it is more feasible to have this work performed by an independent contractor than by City employees; and,

**WHEREAS**, on June 22, 2023, the Board approved the award and execution of this Contract.

**NOW, THEREFORE**, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**I.0 DOCUMENTS**

This Contract shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- I.1 The Contract.
- I.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- I.3 Scope of Work (Exhibit B).

- 1.4 Contractor's Pricing Sheet (Exhibit C).
- 1.5 Certified Dealers (Exhibit D).
- 1.6 Environmental Supplemental Information (Exhibit E).
- 1.7 Delivery and Warranties (Exhibit F).

## **2.0 ORDER OF PRECEDENCE**

This Contract contains the full and complete Contract between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Contract. Resolution of any conflicting provisions in the documents constituting this Contract shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Contract.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 Scope of Work (Exhibit B).
- 2.4 Contractor's Pricing Sheet (Exhibit C).
- 2.5 Certified Dealers (Exhibit D).
- 2.6 Environmental Supplemental Information (Exhibit E).
- 2.7 Delivery and Warranties (Exhibit F).

## **3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

## **4.0 TERM OF AGREEMENT**

The term of this Contract shall begin upon its execution and shall expire on December 31, 2024, or at such time as all funding provided herein has been expended, whichever occurs first. Further, the City shall have the option in its sole discretion to extend the term of this Contract for two consecutive one-year terms, upon written notice to the Contractor, should Charlotte exercise its identical options to extend the term of the Charlotte Contract under the terms and conditions of that contract.

## **5.0 RESPONSIBILITIES OF CONTRACTOR**

- 5.1 Contractor shall provide office furniture, installation, products, and related services to the Library as described in Exhibit B (Scope of Work) of this Contract.
- 5.2 Contractor shall provide furniture, installation, products, and other related items, as described in Exhibit C (Contractor's Pricing Sheet) of this Contract.
- 5.3 All installation services shall be performed by Contractor on site at the Library's facilities throughout the City of Los Angeles.
- 5.4 There is no minimum amount of work or compensation guaranteed by this Contract.

## **6.0 PAYMENT**

Contractor shall not incur any costs (e.g., for labor, equipment, materials, or other expenses), and Library shall not be liable for costs or reimbursement of costs incurred by Contractor, without the prior written approval of the City Librarian or designee.

The total amount of materials and services to be acquired from the Contractor will not exceed \$1,000,000 per fiscal year. (July 1–June 30).

## **7.0 BILLING AND INVOICES**

- 7.1 Contractor shall submit itemized invoices to Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.
- 7.2 To ensure that services provided are measured against the services detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
  - a. Name and address of Contractor
  - b. Name and address of City Department being billed (Library Department)
  - c. Date of invoice and period covered
  - d. Contract Number or Authority Number

- e. Description of completed task and amount due for task
- f. Remittance address

7.3 All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo, or other unique and identifying information, such as the name and address of Contractor. Invoices shall be submitted to the Library by Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

7.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The Library will not compensate Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract, or via hard copy to:

Los Angeles Public Library  
Attention: Eloisa Sarao (M/S 300)  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

7.5 Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

**8.0 OWNERSHIP**

All documents and records provided by Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this Contract or at the request of the Library. The provisions of this article shall survive the termination of this Contract.

**9.0 AMBIGUITY**

Any ambiguity in this Contract shall not be interpreted against any one Party by

virtue of that Party being the drafter of the Contract.

**10.0 CONTRACT REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Library and Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

**CONTRACTOR'S REPRESENTATIVE**

Name: Kelsey Heng  
Title: Accounts and Dealer Manager  
Address: One Haworth Center  
Holland, MI 49423  
Telephone: (562) 825-8605  
Email: [kelsey.heng@haworth.com](mailto:kelsey.heng@haworth.com)

**LIBRARY'S REPRESENTATIVE**

Name: Eloisa Sarao  
Title: Director of Facility Planning and Maintenance  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7463  
FAX: (213) 228-7449  
Email: [esarao@lapl.org](mailto:esarao@lapl.org)

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of mailing.

If the name of the person designed to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Contract, within five business days of such change.

**11.0 INDEPENDENT CONTRACTOR**

Contractor's relationship to Library in the performance of this Contract is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. Contractor's personnel performing services under this Contract shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this

Contract and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

**12.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Contract, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than 48 months following final payment made by City hereunder, the expiration date of this Contract, or the termination date of this Contract, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Contract or within the 48 months following the final payment made by City hereunder, the expiration of this Contract, or the termination date of this Contract, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Contract.

**13.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Contract. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Contract.

**14.0 CONFIDENTIALITY**

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Contract are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Contract, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City or as required by law.

**15.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

Contractor shall refer all inquiries from the news media relating to this Contract or Contractor's services hereunder to Library, and shall immediately contact Library to inform Library of the inquiry. Contractor shall comply with the procedures of City's Public Affairs staff regarding any communication with the news media relating to this Contract or Contractor's services hereunder.

**16.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 14.0 (“Confidentiality”) and 15.0 (“Contractor’s Interaction with the Media”) are provided to and apply to all subcontractors of this Contract.

**17.0 CONTINUED REQUIREMENTS**

The requirements of Sections 14.0 (“Confidentiality”), 15.0 (“Contractor’s Interaction with the Media”), and 16.0 (“Requirements Apply to all Subcontractors”) survive termination of the Contract.

**18.0 NON-EXCLUSIVE AGREEMENT**

Nothing in this Contract shall be construed to mean that Contractor providing services to Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Contract, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by Contractor under this Contract.

**19.0 BORDER WALL BID DISCLOSURE**

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” Library may terminate this Contract at any time if Library determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampla.org](http://www.rampla.org).

**20.0 ENTIRE AGREEMENT**

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Contract.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT NO. \_\_\_\_\_

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

By \_\_\_\_\_  
BICH NGOC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
CHRIS BOUWMAN  
Director, Pricing & Contracts  
Haworth, Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

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

**EXHIBIT A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u> .....	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u> .....	1
PSC-3	<u>Time of Effectiveness</u> .....	1
PSC-4	<u>Integrated Contract</u> .....	2
PSC-5	<u>Amendment</u> .....	2
PSC-6	<u>Excusable Delays</u> .....	2
PSC-7	<u>Waiver</u> .....	2
PSC-8	<u>Suspension</u> .....	3
PSC-9	<u>Termination</u> .....	3
PSC-10	<u>Independent Contractor</u> .....	5
PSC-11	<u>Contractor’s Personnel</u> .....	5
PSC-12	<u>Assignment and Delegation</u> .....	6
PSC-13	<u>Permits</u> .....	6
PSC-14	<u>Claims for Labor and Materials</u> .....	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	6
PSC-16	<u>Retention of Records, Audit and Reports</u> .....	6
PSC-17	<u>Bonds</u> .....	7
PSC-18	<u>Indemnification</u> .....	7
PSC-19	<u>Intellectual Property Indemnification</u> .....	7
PSC-20	<u>Intellectual Property Warranty</u> .....	8
PSC-21	<u>Ownership and License</u> .....	8
PSC-22	<u>Data Protection</u> .....	9

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>COVID-19</u> .....	<b>15</b>
<b>PSC-45</b>	<u>Contractor Data Reporting</u> .....	<b>15</b>

**Exhibit 1 Insurance Contractual Requirements ..... 16**

## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

**PSC-9. Termination**

A. Termination for Convenience

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract:

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

#### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

#### CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

**Limits**

\_\_\_\_ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_\_ **General Liability**

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

\_\_\_\_ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\_\_\_\_ **Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

\_\_\_\_ **Pollution Liability**

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

\_\_\_\_ **Crime Insurance**

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCOPE OF WORK  
HAWORTH, INC.****1.0 General Scope**

Contractor shall provide the broadest selection of office, classroom, and miscellaneous furniture, installation and related products and services. The general scope of goods and services shall include, but not be limited to, the following:

- A. **Systems Furniture:** A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- B. **Freestanding Furniture:** A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, and tables available;
- C. **Seating/Chairs:** A complete and comprehensive catalog of office and classroom chairs, tandem seating, and other general seating available;
- D. **Filing Systems, Storage, and Equipment:** A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available; and
- E. **Related Products, Support Services, and Solutions:** Related office interior products and design, "Quick Ship", design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, and any other related products and services or solutions offered.

**2.0 Product Standards and Guidelines**

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

Additionally, applicable products must meet the following specific standards:

- A. ANSI/HFES and/or BSR/HFES (Human Factors Engineering of Computer Workstations).
- B. CPSIA 1303 or 16 C.F.R 1303 (Ban of Lead-Containing Paint).
- C. ANSI/BIFMA X5.1 (Office Seating), X5.4 (Lounge and Public Seating), X5.5 (Desk Products), X6.1 (Educational Furniture), and e3 (Furniture Sustainability Standard).

**SCOPE OF WORK  
HAWORTH, INC.**

- D. California Air Resources Board (CARB) (Formaldehyde Emissions).
- E. California Proposition 65 (Lead and Other Toxic Substances).
- F. California Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation (BHFTI) (Technical Bulletin 117).

**All products offered must be new, unused, and of the latest design and technology unless otherwise specified.**

3.0 Pricing

The Company's firm fixed percentage (%) discount off a manufacturer price list for each category (defined in Section 1.1 above) for the life of the contract is reflected in Exhibit C ("Pricing Sheet") of this Agreement. Prices include manufacturer mark up, profit, item cost, and storage to allow each customer the ability to calculate and verify discount.

A. Delivery

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

1. Drop Ship: All deliveries shall be delivered to the site. Library is responsible for unloading.
2. Inside Delivery: All deliveries shall be delivered to the site, unloaded, and moved to a designated area in the building. Contractor is responsible for unloading.

B. Installation

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

1. Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
2. Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.
3. Normal Hours: Normal hours are defined as 7:00 am – 5:00 pm local time.

**SCOPE OF WORK  
HAWORTH, INC.**

4. After Hours: After hours are defined as evenings, weekends, and City of Los Angeles holidays.
5. Pricing for installation and services, such as design, project management, asset management, refurbishment, and other services, are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for Library.
6. Design: Contractor has the capability to recommend and design appropriate layouts to fit the need of the Library.
7. Project Management: Contractor has the ability to provide project management services to help Library complete their projects on-time and within budget.
8. Storage is priced at a fixed monthly rate or a monthly rate range.
9. Pricing for any additional related products, services and solutions offered are defined in Exhibit C ("Pricing Sheet") of the Agreement.
10. For all Products provided under this Contract that require assembly and installation, such assembly and installation should be performed by the Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards. Contractor will provide the names and addresses of each certified installer in Exhibit D ("Certified Dealers") of this Agreement.
11. All work must be performed according to the standards established by the terms, specifications, and drawings for each project and meet the manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Library Representative concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.

**C. Price Adjustments**

All proposed pricing shall remain firm until such time as the Contractor requests a price adjustment. Contractor may request price adjustments (increases/decreases) for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to the Library Representative along with documentation of bona fide materials and labor increases for the cost of Products. No adjustment shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

**SCOPE OF WORK  
HAWORTH, INC.**

**D. Environmental Attributes of Products**

Attached as Exhibit E is information concerning the environmental attributes of Contractor's products.

**E. New Products and Services**

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

**F. Safety**

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

**G. Warranty**

In Exhibit F ("Delivery and Warranties") of this Agreement, the Contractor addresses each of the following:

1. Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The Library desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of furniture under normal use.
5. Detailed information as to proposed return policy on all furniture.

**1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS:**

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG NAME - APRIL 2019	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Unigroup Systems (NW & WT)	71%	66%
Systems Furniture	Unigroup Too Panels	71%	66%
Systems Furniture	Places Systems (NW & WT)	71%	66%
Systems Furniture	Adaptable Comps - Wksr, Up Stor, Lghtng	71%	66%
Systems Furniture	Places Systems (Wood)	71%	66%
Systems Furniture	Systems Fabric	71%	66%
Systems Furniture	Compose	68%	63%
Systems Furniture	Premise Systems	68%	63%
Systems Furniture	IF Systems	68%	63%
Freestanding Furniture	Masters	53%	48%
Freestanding Furniture	Suite	53%	48%
Freestanding Furniture	Everyday Office	50%	45%
Freestanding Furniture	Jive	50%	45%
Freestanding Furniture	Cultivate	58%	53%
Freestanding Furniture	Intuity	53%	48%
Freestanding Furniture	Patterns	53%	48%
Freestanding Furniture	Kinetics, Tempo, Tactics, Planes, Cmpose	58%	53%
Seating / Chairs	Accolade/Comf 28 NW/Monaco/Sys 58	63%	58%
Seating / Chairs	Improv, Comforto 12	63%	58%
Seating / Chairs	Seating Fabric	63%	58%
Seating / Chairs	Look (Sit 10)	63%	58%
Seating / Chairs	X99 Seating	60%	55%
Seating / Chairs	Wood Stg - Comp,Frnze,Glrie,Tally,Etc	53%	48%
Seating / Chairs	Very Task Seating	55%	50%
Seating / Chairs	Very Seating Line (Non-Task)	55%	50%
Seating / Chairs	Zody	55%	50%
Seating / Chairs	Lively, Cassis, WD Seating	55%	50%
Seating / Chairs	Lively™	60%	55%
Seating / Chairs	Fern	50%	45%
Seating / Chairs	Soji™	50%	45%
Seating / Chairs	Maari™	54%	49%
Filing Systems, Storage & Equipment	Beside	63%	58%
Filing Systems, Storage & Equipment	Premise & X-Series Files	63%	58%
Filing Systems, Storage & Equipment	X-Series Peds	63%	58%
Filing Systems, Storage & Equipment	950 Fls, Plcs Fs Stl, IF Lat Fls & Psts	63%	58%
Filing Systems, Storage & Equipment	V-Series Files & Peds	63%	58%
Filing Systems, Storage & Equipment	Active Storage	53%	48%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG NAME - APRIL 2019	DROP SHIP	INSIDE DELIVERY
Walls	Enclose	55%	50%
Walls	Walls Adaptable Components	55%	50%
Walls	Walls Glass	55%	50%
Haworth Collections & Healthcare	Haworth Collection - Haworth	41%	36%
Haworth Collections & Healthcare	Healthcare	57%	52%
Haworth Collections & Healthcare	Harbor Work Lounge™	50%	45%
Haworth Collections & Healthcare	Haworth Collection - Pablo Designs	15%	10%
Haworth Collections & Healthcare	Haworth Collection - Capp, Cass, P Frau	15%	10%
Haworth Collections & Healthcare	Haworth Collection - GAN	10%	5%
Haworth Collections & Healthcare	Haworth Collection - JANUS et Cie	15%	10%
Haworth Collections & Healthcare	BuzziSpace	35%	30%
Accessories & Technology	Locks	71%	66%
Accessories & Technology	Technology Products	55%	50%
Accessories & Technology	Ergotron Accessories	48%	43%
Accessories & Technology	DataThing	40%	35%
Accessories & Technology	Jump Stuff	41%	36%

**EXHIBIT A - PRICING SHEET**

<b>2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:</b>	
Basic Installation - Normal Hours	10%
Basic Installation - After Hours	15%
Expanded Installation - Normal Hours	18%
Expanded Installation - After Hours	27%
<b>OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:</b>	
Basic Installation - Normal Hours	\$28 - 36
Basic Installation - After Hours	\$39 - \$54
Expanded Installation - Normal Hours	\$35 - \$45
Expanded Installation - After Hours	\$52.5 - \$67.5
Design	\$28 - \$36
Project Management	\$35 - \$45
Asset Management	\$18 - \$28
Refurbishment	\$32 - \$42

<b>3. FIXED MONTHLY RATE FOR STORAGE OPTIONS:</b>		
<b>STANDARD FIXED MONTHLY RATE</b>	<b>MONTHLY RATE / FT<sup>2</sup></b>	<b>MONTHLY RATE / FT<sup>3</sup></b>
Negotiable per location	\$1.25	\$1.95

<b>4. PRICING INCENTIVES BEYOND THE STANDARD DISCOUNT:</b>	
<b>DESCRIPTION</b>	<b>ADDITIONAL PERCENTAGE (%) DISCOUNT</b>
Accessories & Technology (List Volume > \$10,000)	1 - 4%
Seating (List Volume >\$25,000)	1 - 4%
Haworth Collection & Healthcare (List Volume > \$50,000)	1 - 4%
Storage and Tables (List Volume > \$50,000)	1 - 4%
Systems (List Volume > \$100,000)	1 - 4%
Walls and Wood (List Volume > \$100,000)	1 - 4%
Haworth is offering low first tier pricing with negotiable discount ranges established, based on individual product list volume.	
In addition, we will offer a Sole Source pricing option to any OMNIA participating agency that selects Haworth as its sole source provider within the terms of the OMNIA contract. This option will provide deeper discounts than the standard OMNIA contract and would require agencies to sign an agreement acknowledging Haworth as their single source provider.	

## 2019 US Dealers by Region

## EASTERN REGION

ALABAMA

*Innerspace Architectural Interiors, Birmingham*

BERMUDA

Innovative Office Interiors, Hamilton

CONNECTICUT

John Watts Associates, East Hartford  
Robert H. Lord Co., Manchester

FLORIDA

Accent Office Interiors, Tallahassee (WBE, SDB)  
*Florida Business Interiors, Inc., Lake Mary*  
*Florida Business Interiors, Inc., Tampa*  
*Innerspace Architectural Interiors, Fort Walton Beach*  
*JC White Architectural Interiors, Miramar\** (WOB)  
Office Concepts & Furniture Design, Gainesville, (MBE, SDB)  
*Office Environments & Services, Jacksonville\**

GEORGIA

Loy's Office Supplies, LaGrange  
McGarity's Business Products, Gainesville  
Modern Business Systems, Inc., Augusta, GA  
*Office Images, Roswell*  
*Turnerboone Contract, Atlanta* (WBENC)

LOUISIANA

*KV Workspace, Mandeville* (WOSB)

MAINE

*Environments @ Work, LLC, Boston, MA*

MARYLAND

*Price Modern, Baltimore\**  
*Price Modern of Washington, Lanham\**

MASSACHUSETTS

*Environments @ Work, LLC, Boston*

MISSISSIPPI

*Business Interiors, Ridgeland*  
Commercial Business Interiors, Inc., Hattiesburg  
Sullivan's Office Supply, Inc., Starkville

NEW HAMPSHIRE

Office Interiors, Ltd., Dover

NEW JERSEY

Allstate Office Interiors, Inc., Hamilton  
Bellia Office Furniture, Inc., Woodbury  
*Commercial Furniture Interiors, Inc., Mountainside*  
Image Office Environments, Mountainside (WBE, SDB)  
*Meadows Office Furniture of New Jersey, Fairlawn* (WBE)  
Millennium Office Solutions, LLC, Morristown

NEW YORK

A.C. Desk Co., Inc., Mineola  
Allstate Office Interiors, Inc., Buffalo  
Bell Yorktown Inc., Bedford Hills  
Buffalo Office Interiors, Inc., Buffalo  
Key International, Inc., New York  
*Meadows Office Furniture, New York* (WBE)  
Standard Commercial Interiors, Albany  
*Syracuse Office Environments, Syracuse*  
*Workplace Interiors, Fairport*  
*WORKWELL PARTNERS, New York*

NORTH CAROLINA

Bumbargers, Inc, Hickory  
Corporate Interiors & Sales, Fayetteville  
*PMC Commercial Interiors, Charlotte\**  
*PMC Commercial Interiors, Greensboro\**  
*PMC Commercial Interiors, Morrisville\**  
*Professional Business Interiors, Asheville*

PENNSYLVANIA

Advanced Office Environments, Malvern  
Advanced Office Environments, Philadelphia  
BMC Office Furniture, Scranton  
*BurkeMICHAEL+, Pittsburgh* (WBE)  
*Easley & Rivers, Inc., Monroeville*  
*Office Environments, Inc., Bristol*  
Tanner of Pennsylvania, Inc., Harrisburg  
Top to Bottom Interiors, Altoona  
*Transamerican Office Furniture, Inc., Philadelphia*  
*Transamerican Reading, Reading*

PUERTO RICO

Systronics, San Juan

RHODE ISLAND

*Creative Office Environments, East Providence*

SOUTH CAROLINA

Miller's of Columbia, Inc., Columbia (HUB, WBE, SBD)  
PMC Commercial Interiors, Greenville

VERMONT

*Office Environments, Inc., South Burlington*

VIRGINIA

DDG, Inc., Fredericksburg (SDVOSB)  
*JMJ Corporation, Richmond*  
*New Day Office Furniture, Inc., Suffolk*  
*Omniffs, Alexandria* (8a G, MBE)  
Wytheville Office Supply, Inc., Wytheville

WEST VIRGINIA

*Capitol Business Equipment, Inc., Charleston* (WBE)

Names in *ITALICS* indicate Haworth Preferred Dealers; all others are Haworth Authorized Dealers

\* Haworth Best-In Class Dealers

(8a G) 8(a) Graduate

(EDGE) Encouraging Diversity, Growth and Equity

(HUB) Hub Zone

(MBE) Minority Business Enterprise

(NMDSC) National Minority Supplier Development Council

(PEP) Procurement Enhancement Program

(SDB) Small Disadvantaged Business

(SDVOSB) Service-Disabled Veteran-Owned Small Business

(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

# 2019 US Dealers by Region

## CENTRAL REGION

### ARKANSAS

David Martin, Inc., Jonesboro  
*Innerplan Office Interiors, North Little Rock\**  
*Norman Company, Fort Smith.*

### IOWA

*Triplett Corporate Interiors, Des Moines*  
*Triplett Corporate Interiors, Dubuque*

### ILLINOIS

*Business Office Systems, Carol Stream*  
Illini Supply, Forsyth (WBE, EDWOSB)  
*Kayhan Intl Ltd., Schaumburg\* (WBENC, MBE)*  
Korte Co, Highland  
Louer Facility Planning, Collinsville (WBE)  
Ridders Business Supply Co., Inc., Quincy  
Stiles Office Solutions, Inc., Carbondale

### INDIANA

*Commercial Office Environments, Indianapolis (WBE)*  
Intrascap, Inc., Fort Wayne

### KANSAS

encompas, Wichita\* (WMBE by WBENC)

### KENTUCKY

InterSpace Ltd., Lexington (WBE)  
*Office Environment Company, Louisville (WBE)*

### MICHIGAN

*AIREA, Farmington Hills*  
*DBI Business Interiors, Lansing\**  
*Interphase Interiors, Grand Rapids\**  
*ISCG, Royal Oak\* (WBE)*  
*Michigan Office Environments, Kalamazoo*  
*SPACE, Inc., Midland (WBENC, WOSB, SDB)*

### MINNESOTA

*Fluid Interiors, Minneapolis\**

### MISSISSIPPI

Weatheralls, Tupelo

### MISSOURI

encompas, Kansas City\* (WMBE by WBENC)  
*Professional Office Environments, Maryland Heights\**

### NEBRASKA

encompas - Nebraska, Omaha\* (WMBE by WBENC)

### NORTH DAKOTA

*Christiansons Business Furniture, Inc., Fargo\**  
*Norby's Work Perks, Grand Forks*  
Southwest Business Machines, Inc., Dickinson

### OHIO

Charles Ritter Co., Mansfield  
*Elements IV Interiors, Dayton (SDB, MBE, EDGE, PEP, 8(a)G)*  
Globe Business Interiors, West Chester  
*King Business Interiors, Columbus*  
(WBENC, EDGE, WOSB)  
MyOffice Products, Akron  
*RCF Group, West Chester Township\* (MBE, NMDSC)*  
*RCF Group Cleveland, Cleveland\* (MBE, NMDSC)*  
Supply Post Business Products, Cincinnati

### OKLAHOMA

Furniture Marketing Group of Oklahoma, Oklahoma City  
*Workspace Resources, Inc., Tulsa*

### SOUTH DAKOTA

*Canfield Business Interiors, Sioux Falls*  
*V-cor, LLC, Rapid City (VOSB, SDVOSB)*

### TENNESSEE

*Nashville Office Interiors, Nashville*  
*Nashville Office Interiors of Chattanooga, Chattanooga*  
*Nashville Office Interiors of Knoxville, Knoxville*  
*Officescapes, Inc., Bartlett*

### TEXAS

Built for Dreams, Lubbock (WBE, HUB)  
Business Interiors of Texas, Corpus Christi (WBE)  
*Facility Interiors, Carrollton (MBE)*  
*Facility Interiors EDS, Dallas\* (MBE)*  
*Facility Interiors of Austin, Austin\* (MBE)*  
*Facility Interiors of Houston, Houston\* (MBE)*  
*Furniture Marketing Group, Plano*  
*Furniture Marketing Group of Austin, Austin*  
*Furniture Marketing Group of Houston, Houston*  
*Royer & Schutts, Fort Worth*  
*Spencer Co, Dallas\**  
*Wittigs Office Interiors, San Antonio*  
*Wittigs Office Interiors of Houston, Houston*

### WISCONSIN

*Business Interiors by Staples, Onalaska*  
*M & M Office Interiors, Pewaukee\**  
*M & M Madison, Middleton\**  
*Nordon, Inc., Appleton*

---

Names in *ITALICS* indicate Haworth Preferred Dealers; all others are Haworth Authorized Dealers

\* Haworth Best-In Class Dealers

(8a G) 8(a) Graduate

(EDGE) Encouraging Diversity, Growth and Equity

(HUB) Hub Zone

(MBE) Minority Business Enterprise

(NMDSC) National Minority Supplier Development Council

(PEP) Procurement Enhancement Program

(SDB) Small Disadvantaged Business

(SDVOSB) Service-Disabled Veteran-Owned Small Business

(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

# 2019 US Dealers by Region

## WESTERN REGION

### ALASKA

AA-K Business Environments, Inc., Anchorage

### ARIZONA

*Tucson Business Interiors, Inc., Tucson*

### CALIFORNIA - NORTHERN

*Contract Office Group, San Francisco* (VOSB, MBE)

*Contract Office Group, San Jose* (VOSB, MBE)

*CORE Business Interiors, Inc., Fresno*

Durst Contract Interiors, Inc., Stockton

Interiors, Inc, Santa Rosa

Wardens Office, Inc., Modesto

### CALIFORNIA - SOUTHERN

*Interior Office Solutions, Inc., Irvine*

*Interior Office Solutions, Los Angeles*

Key International, Gardena

*Pacific Office Interiors, Agoura Hills\**

*TotalPlan, Inc., Riverside*

*Unisource Solutions, Hayward*

*Unisource Solutions, Pico Rivera*

*Unisource Solutions, San Diego*

*Western Contract, Rancho Cordova* (SBE)

### COLORADO

*Pear Workplace Solutions, Denver*

### HAWAII

Great Space, Honolulu

The Systemcenter, Inc., Honolulu

### IDAHO

Business Interiors of Idaho, Inc., Boise

Business Interiors by Staples, Idaho Falls

### KANSAS

Contract Design Group, Inc., Topeka

### MISSOURI

Thomas Brothers Office Furniture, Springfield

### MONTANA

360 Office Solutions, Billings

### NEW MEXICO

*Contract Associates, Inc., Albuquerque\** (WOSB, MDOB)

### NEVADA

*Faciliteq Business Interiors, Las Vegas*

Reno Business Interiors, Inc., Reno

### OREGON

*Interior Office Solutions, Inc., Portland*

### TEXAS

*Facilities Connection, El Paso* (8(a) G, WBE, HUB, WOSB)

### UTAH

*CCG Howells, Salt Lake City\**

### WASHINGTON

Brutzman's Office Solutions, Richland

Creative Office, Olympia

Great Spaces, LLC, Seattle (SDVOSB, SDB)

Interior Solutions, Inc., Spokane

Quantum Solutions, Spokane

### WYOMING

Business Interiors by Staples, Idaho Falls, ID

---

Names in *ITALICS* indicate Haworth Preferred Dealers; all others are Haworth Authorized Dealers

\* Haworth Best-In Class Dealers

(8a G) 8(a) Graduate

(EDGE) Encouraging Diversity, Growth and Equity

(HUB) Hub Zone

(MBE) Minority Business Enterprise

(NMDSC) National Minority Supplier Development Council

(PEP) Procurement Enhancement Program

(SDB) Small Disadvantaged Business

(SDVOSB) Service-Disabled Veteran-Owned Small Business

(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

**Required Form 11 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION**

*Note: We want to ensure all questions are answered completely and accurately. Per the requirements of the RFP, the following represents additional pages needed when the space on the Required Form was insufficient for a full response. For your convenience, all questions and correlating full responses from Required Form 10 are included whether or not additional space was required.*

**Recycled Content.**

Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.

**Recyclability.**

Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.

<b>PRODUCT RECYCLED CONTENT AND RECYCLABILITY</b>			
<b>Product</b>	<b>Pre-Consumer</b>	<b>Post-Consumer</b>	<b>Recyclability</b>
Compose	45%	27%	47%
Hop Tables	34%	22%	99%
Hop Benching	24%	42%	48%
Jive Tables	63%	26%	98%
Maari Conference	24%	7%	100%
Maari Side	12%	10%	100%
Masters Series	49%	26%	20%
Planes Training Tables	57%	27%	18%
Poppy Lounge	5%	7%	74%
Soji Task	15%	8%	94%
Very Side	7%	10%	95%
Very Wire Stacker	9%	13%	97%

Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

**Biodegradability.**

Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.

Not applicable - Haworth products are designed to be durable and long-lasting to meet the performance requirements our customers demand. With the exception of some natural fabrics that may be available on seating products and panels, Haworth products are not biodegradable.

**Compostability.**

Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.

Not applicable - Haworth products are designed to be durable and long-lasting to meet the performance requirements our customers demand. With the exception of some natural fabrics that may be available on seating products and panels, Haworth products are not biodegradable.

**Energy Consumption.**

Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.

Energy Consumption	
Compose	5,300 MJ
Hop HAT	3,400 MJ
Hop Benching	2,800 MJ
Jive	availability mid-August
Maari Conference	1,470 MJ
Maari Side	1,020 MJ
Maari Stool	1,100 MJ
Masters	4,930 MJ
Planes HAT	2,530 MJ
Poppy Lounge	2,380 MJ
Soji	2,120 MJ
Very	2,480 MJ
Very Stacker	570 MJ

## Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

### Energy Efficiency.

Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.

Not applicable

### Water Efficiency.

Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program, or be water-efficient or low-flow fixtures.

Not applicable

### Low VOCs

Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.

Haworth produces 133 low-emitting product lines. Since 2005 we have reduced our VOC emissions by 70%, GHG emissions by 20%, and energy use by almost 30%. More than 95% of our products are air quality certified (GREENGUARD®). GREENGUARD certificates for the products positioned in this response are available upon request.

### Reduced Packaging.

Please include any efforts made to reduce the packaging of the products included in this proposal.

Haworth has successfully eliminated polystyrene from most packaging materials; it is currently used only in very small quantities (less than 5%) of product packaging where alternatives do not sufficiently protect the integrity of package contents. Haworth continues working toward the greening of the supply chain and eliminating packaging that is not recyclable. Paperboard protective posts and polyester banding contain 100% recycled content; and cartons, dividers, pads, and sheets are made from corrugated fiberboard that is 35%-40% recycled content. Protective pads, fillers, and dunnage are honeycomb and contain 20% recycled content. Each year Haworth introduces more stretch wrapping and blanket wrapping on selected product, further reducing raw material consumption and eliminating waste at the customer location. Our packaging engineers and transportation teams work together to seek new environmentally friendly packaging methods that can be implemented without compromising the level of protection provided while in transit.

## Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

### Pollution Prevention.

Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.

Caring for our environment has been a long held, company-wide value. Haworth was the first office furniture manufacturer to achieve Zero Waste to Landfill status in all its global manufacturing facilities, and among the first to achieve 14001 certification. We maintain both ZWTL and ISO 14001 (along with ISO 9001) in all our owned manufacturing facilities worldwide. We continuously evaluate both our products and our production processes and we implement improvements at all stages, from design through end of life.

Haworth is committed to providing our customers with products that support safe and healthy environments, and to a policy of material chemistry transparency. Complying with applicable legal requirements on chemicals, such as REACH, is considered as minimum standard for all our operations. We are working diligently toward reducing potentially hazardous chemicals beyond regulatory restrictions associated with parts and materials we source. We anticipate the complete elimination of targeted hazardous chemicals as new safer, alternatives become commercially available.

## Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

### Life Cycle Management.

Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).

Haworth products are designed for a long life of active and continuous use, and we offer one the strongest product warranties in the industry. Most products come with a lifetime warranty that is good for around the clock usage, and our most popular task seating is warrantied up to 400 pounds. Often, it is not the deterioration of Haworth product, but rather a desire for a new aesthetic, that drives customers to replace product. Many of our customers have had product in active use for more than two decades. Haworth's value proposition, Organic Workspace, allows customers to flex their environments as their organizational priorities shift, reducing the cost of realigning space to support ever-evolving business activities, and offering customers an even greater return on their investment. Unlike conventional spaces, Organic Workspaces are designed to embrace change, ensuring that your physical space, technology, and processes remain in alignment with your organizational and cultural goals.

### End of Life Management.

Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).

Haworth has a Seating Take-Back Program, which is offered on Zody and Very, two of the company's best-selling chairs in its task seating line. This program was established so that at the end of a Zody or Very chair's useful life, customers can simply ship it back to Haworth (customers cover the cost of return shipping). Depending on the model and options, we will be able to recycle up to 98% of the chair. Although we do not have a formal program in place to return other Haworth product, Haworth and our dealer partners are experienced in helping customers develop a comprehensive exit strategy for the removal of unwanted/outdated existing furniture. Aligned with our zero waste to landfill philosophy, we partner with several companies to find a second life for products - often through remanufacturing or charitable donations - with recycling considered as a last resort. Final solutions are typically a combination of all options, depending on the age, type, and marketability of existing furnishings. Further, if customers are replacing existing Haworth product with new Haworth product, we will work with your organization to develop a disposition program and assign a value to existing furniture that can be applied to new purchases. These options may also include discussion around the transportation costs of returning existing Haworth furniture.

## EXHIBIT D – FEDERAL CONTRACT TERMS AND CONDITIONS

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

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form 8 – Vendor Debarment Certification is incorporated herein as Form D.1 below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
  - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** In its performance under the Contract, the Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.,

p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**REQUIRED FORM #**  
**DELIVERY AND WARRANTY**

**Delivery:** Company must state the normal delivery time (in calendar days) and any options for expediting delivery: Haworth's normal delivery times vary according to product line; and may be impacted by other factors such as product mix and location. Haworth defines lead time as manufacture time plus transit time, and publishes a lead guide weekly with times broken down by product. A copy of the most recent lead time guide is included in our response on the following pages as supplemental information along with expedited delivery options.

**Warranty:** Company must detail the following:

- a. Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- b. Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.
- c. Availability of replacement parts.
- d. Life expectancy of furniture under normal use.
- e. Detailed information as to proposed return policy on all furniture.

## Required Form 4 - DELIVERY - SUPPLEMENTAL INFORMATION

### **6. Delivery: Company must state the normal delivery time (in calendar days) and any options for expediting delivery.**

Haworth's standard lead times vary according to product line. Standard lead times are published weekly to our entire distribution network and are very reliable. We commit to our published lead times, we expedite orders upon request when possible, and we provide clients the solutions they need and expect. Haworth and its dealers often discuss customer expectations well before the order is formally placed. This aids everyone in scheduling, producing, and delivering the product when it is needed. Haworth's lead time guide includes manufacture time as well as transit time. An example of our most recent lead time guide is included on the following page.

Changes in project schedules are sometimes inevitable, and Haworth understands the need for flexibility. As soon as a need is identified, Purchasing Entities will contact the Project Manager at the Haworth dealership handling the account. Working cooperatively, the Haworth/dealer team will evaluate possible options and scenarios to arrive at the solution that best meets the customer's immediate needs. Solutions may include accelerating the shipment of an existing order or placing a RUSH order for product not yet ordered. Our team will also investigate additional avenues, such as modifying the installation schedule or providing loaner product. We take a team approach to providing you with the best option for the specific problem at hand.

RUSH, Haworth's short lead time program, provides customers the option of ordering selected products with accelerated manufacturing times. Products and finishes that are available as part of the RUSH program are denoted with a designated symbol on our website and in our price lists. RUSH orders leave Haworth within 10 business days of order acceptance. RUSH is a premium service, and discounting for products ordered via RUSH are typically four discount points lower.

# Standard Lead Time Guide

Stated in business days | Transit times not included

Category	Product	Days	Category	Product	Days	General Notes
Systems Product	Adaptable	25	Walls	Enclose	25	Subject to change based on incoming order volumes and plant capabilities, calculated from the date of a clean order receipt to the day of product shipment  Finishes: Orders, excluding Seating and Walls, with the finishes Clear on Quarter Cut Walnut and Clear on Rift Cut White Oak require an additional 10 days lead time. <b>Tailored Solutions:</b> may have extended lead times due to design, supplier parts, testing or complex design. <i>*Quoted lead time on undocumented Tailored Solutions is an estimate. Final lead time will be communicated upon completion of the Tailored Solutions documentation.</i> <b>COM Products/Alliance fabrics:</b> may have longer lead time depending on supplier availability.  If modifications need to be made to your order please refer to our <a href="#">Order Change Policy</a> for guidance <b>NOT</b> included in lead times, see the following for Transit Time by Zone: <a href="#">Holland Transit Map</a> <a href="#">Bruce Transit Map</a> Valid PO, valid financials, final signed off approval drawings, complete and final site dimensions and complete finish codes and descriptions Order will be scheduled to longest lead time unless you move it onto its own DG Contact your Haworth Customer Service Specialist before making commitments 10 business days See <a href="#">Mockup Lead Time Guide</a> or call 616-393-1178 24-48 hours for normal orders 48 Hours for COM's and Walls 72 hours for HHE and Haworth Collection 24-96 hours for BuzzSpace 2-3 days 2-3 days
	Compose	20		Haworth Supplied Glass	25	
	Intuity	25		Trivati	35	
	Pads/Frame: PREMISE	20	Tables	450 Series	25	
	Panel Systems: Unigroup, Places, Unigroup Too	20		Cultivate	20	
	Patterns	30		Hoop Tables	25	
	Patterns Cushion	20		Hop	25	
	Planes Height Adjustable	20		Immerse	33	
	Reside	25		Jive, Jump & Swivel	20**	
	Worksurfaces	20		Pip Personal Laptop	15	
	Worktools (Jump Stuff, Boogie Board)	10		Planes (not Height Adjustable)	25	
	**All Products with Veneer	28		PopUp	20	
	Race-Call for quote			Wood Executive Tables	30	
				Workware - Connect Interfaces/Processors	15	
				Workware - View Table/Wall mounts	20	
		Workware - Wireless		15		
		Workware Easel		25		
Accessories	Active Components	25		Seating	Fern	15
	Belong	20	Harbor Work Lounge		35**	
	Belong Plus	23	Hello Lounge		20	
	Ergotron	20	Improv Task & Side		15	
	If Screen	20	Lively		15	
	Overheads	20	Look		15	
	Systems Lighting	20	Look Task		15	
	Tackboards	20	Maari		15	
			Openest		20	
	Active Component Peds	20	Poppy Guest		25**	
	Beside Storage	25	Poppy Lounge		20	
	Compose Storage	20	Riverbend & Pebble Lounge		20	
	Files/Bookcases	25	Soji		23	
	PLACES Storage	20	Very		15	
	V Series Storage	20	Very Task with Knit Backs		15**	
X & V Series Steel Peds	28	Wood Seating	20			
X Series Combo Files	27	X99 Task & Seminar	15			
X Series Towers/Lockers	25	Zody	15			
**All Products with Veneer	28					
Storage & Organization	Compose/Masters Laminate Caseloads & Storage	20	HHE			
	Masters	20				
	Masters (Veneer)	28				
	Masters Paint on Wood Suite	35				
	X Series Desks	55				
Private Office		20	Haworth Collection			
		20				
		28				
		35				
		55				

\*\* Please Call Customer Service for Quote, Available Capacity will determine lead time

Haworth Health Environments Lead Time Guide

Haworth Collection Lead Time Guide

## Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

### **7. Warranty: Company must detail the following:**

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

Haworth has one of the strongest quality programs in the industry. We offer Limited Lifetime Warranty coverage which includes both parts and labor. Haworth also has a team of full-time Technical Representatives located in each region who will investigate any quality issues on-site, and make sure warranty claims are approved and processed quickly. Haworth takes warranty correction seriously and works diligently to resolve issues to our customers' complete satisfaction. All warranty claims are tracked through a Field Problem Report process, which allows our field technicians to closely monitor issues. Should a systemic product issue be identified, it is swiftly corrected, enabling Haworth to keep warranty claims to a minimum.

Regional dealers will manage all warranty and service requests with support from Haworth. When a product issue, warranty need, or other service request is communicated, the Haworth Command Center will begin the resolution process. Dealers will commit to responding to all service calls within 24 hours of receiving the request. Often, a diagnosis can be made via phone call or email exchange, eliminating the need for a visit entirely. If a site visit is required however, it will be scheduled as soon as possible at the customer's convenience. In either scenario, however, any issue presenting a safety risk will be responded to immediately. If the product is not useable, a plan will be developed to provide temporary alternatives until a permanent solution is found.

The steps involved in each scenario are outlined below:

Warranty Process A: Diagnosis made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Diagnosis - if immediate diagnosis can be made and service parts are in stock, dealer will schedule service work at customer's earliest convenience. If parts are not in stock, an order will be generated and expedited through Haworth customer service.
- Repair or Replace - Service technician repairs or replaces product on-site as scheduled with customer. For warranty issues that require parts to be ordered, Dealer will advise customer on expected ship date and will schedule repair accordingly.

## Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

### **7a. Applicable warranty and/or guarantees of furniture and installations including any...**

#### **(continued)**

Warranty Process B: Diagnosis cannot be made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Site Visit - if immediate diagnosis cannot be made, dealer's service technician is scheduled to visit at a time convenient to customer
- Diagnosis - if the service technician can make a diagnosis during visit, parts are immediately ordered, and customer is notified when they arrive. If a diagnosis cannot be made, the product is brought back to dealer for further review.
- Repair or Replace - If issue can be corrected via repair, customer is notified when parts arrive, and product is repaired on-site at customer's earliest convenience. If product must be replaced, an order will be generated and expedited through Haworth's customer service team and delivered to customer upon receipt.

In either scenario, any issue presenting a safety risk will be responded to immediately. If the product is not useable, a plan will be developed to provide temporary alternatives until a permanent solution is found.

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

Haworth's warranty start date is always based upon the manufacture date, as this is the only way to verify the age of a product if there are issues in the future. Unlike mass produced products that may sit in warehouses for months before being purchased, Haworth products are built to order so the products you receive come with the assurance that they are newly manufactured. Due to the strength and duration of Haworth's limited lifetime warranty, the difference between the time of manufacture and time of substantial completion - even it is several months - is not significant enough to appreciably impact the protection granted by the warranty. Haworth values its customers and builds relationships based on trust. In the rare event that a product defect was identified within a very short period outside of the warranty program, we will always work with your organization to reach a suitable solution.

#### **b. Availability of replacement parts**

To alleviate potential down time due to the need for small repairs, all dealers will commit to keeping frequently replaced parts in stock (such as keys, casters, arm caps) as well as base feeds and small electrical parts to quickly fix or prepare a site for installation. Small replacement stock is often delivered and replaced on the same day it is requested.

Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

**7a. Applicable warranty and/or guarantees of furniture and installations including any...**

**(continued)**

Warranty Process B: Diagnosis cannot be made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Site Visit - if immediate diagnosis cannot be made, dealer's service technician is scheduled to visit at a time convenient to customer
- Diagnosis - if the service technician can make a diagnosis during visit, parts are immediately ordered, and customer is notified when they arrive. If a diagnosis cannot be made, the product is brought back to dealer for further review.
- Repair or Replace - If issue can be corrected via repair, customer is notified when parts arrive, and product is repaired on-site at customer's earliest convenience. If product must be replaced, an order will be generated and expedited through Haworth's customer service team and delivered to customer upon receipt.

In either scenario, any issue presenting a safety risk will be responded to immediately. If the product is not useable, a plan will be developed to provide temporary alternatives until a permanent solution is found.

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

Haworth's warranty start date is always based upon the manufacture date, as this is the only way to verify the age of a product if there are issues in the future. Unlike mass produced products that may sit in warehouses for months before being purchased, Haworth products are built to order so the products you receive come with the assurance that they are newly manufactured. Due to the strength and duration of Haworth's limited lifetime warranty, the difference between the time of manufacture and time of substantial completion - even it is several months - is not significant enough to appreciably impact the protection granted by the warranty. Haworth values its customers and builds relationships based on trust. In the rare event that a product defect was identified within a very short period outside of the warranty program, we will always work with your organization to reach a suitable solution.

**b. Availability of replacement parts**

To alleviate potential down time due to the need for small repairs, all dealers will commit to keeping frequently replaced parts in stock (such as keys, casters, arm caps) as well as base feeds and small electrical parts to quickly fix or prepare a site for installation. Small replacement stock is often delivered and replaced on the same day it is requested.

## Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

### **7d. Life expectancy of furniture under normal use.**

Industry standards define a lifetime as ten years of normal use. Because Haworth technicians and field personnel actively service the product we sell, we know that the actual lifetime of many of our products surpasses that ten-year standard. Haworth designs product to ANSI/BIFMA™ standards, which are based on an assumption of ten years of 40 hours per week use. Because Haworth knows its products are typically used for more than a single shift, our product testing, in most cases, goes beyond the industry standards, sometimes testing more than 3 times the amount required by the standard. We also monitor product performance in the workplace, which allows Haworth to adjust its designs to meet market needs.

Once designed and tested, however, many factors influence the actual useful lifetime of a product. In the list below, the higher the impact or presence of the factor, the shorter the lifespan past the standard of ten years.

1. Use more than 8 hours per day
2. Churn rate involving furniture moves over 40%
3. Dirty or dusty environments; direct exposure to sunlight
4. Lack of maintenance
5. High traffic or motion areas
6. Exposure to chemical or abrasive agents
7. Weight bearing more than testing standards

### **e. Detailed information as to proposed return policy on all furniture.**

#### **Haworth Product Returns**

Haworth products are manufactured to customer orders. We do not stock or otherwise inventory product. Because products are made to order, our return policy is strict, and each request is evaluated on a case-by-case basis. Restocking fees and return freight cost may be applied, depending on circumstances. Haworth's policy is to accept product returns which are shipped as a result of a Haworth error. All returns are processed through the servicing dealer. We value our customers, and it is our goal to ensure their complete satisfaction with their purchase and procurement experience. If you are less than satisfied with a Haworth product, we, along with our dealers, will always work with your organization to find a solution that will ensure your satisfaction.

HAWORTH

## Great Expectations

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

### OUR COMMITMENT TO PRODUCT COMPATIBILITY – INTEGRATED PRODUCT PLATFORMS

As a market leader in the design and manufacture of workspaces that adapt to change, we strive to maintain product compatibility within our various generations of integrated product platforms. This benefits the customer who desires to update or modify their work environment. It also benefits the customer needing to replace a product due to damage or other reasons but which is no longer manufactured or is otherwise unavailable, such as a fabric or finish that is discontinued because of changing market preferences. In both circumstances, we often can provide products with comparable function and performance.

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

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

#### What Products are Covered?

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

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

The following products are excluded from the definition of “Covered Product” and not covered by this Limited Warranty, and neither Haworth nor its affiliates will have any obligation or liability relating to them: (a) software; (b) consumable items, such as batteries and bulbs/lamps; (c) the customer’s own material (COM), or any material specified by the purchaser that is not a standard Haworth product offering, such as Haworth Alliance fabrics, (d) other than Haworth Collection products not manufactured by Haworth as described above, any item manufactured by a third party from whom Haworth purchases the item for resale without incorporating it into a Haworth product as a component or part (in those situations, if the purchaser is not a direct beneficiary of the manufacturer’s warranty, then Haworth will assign to the purchaser any warranty that the manufacturer provides, to the extent the warranty is

assignable), and (e) Ergotron® products included in the Accessories North American Price List, regardless of whether incorporated into a Haworth product as a component or part (if the purchaser is not a direct beneficiary of any applicable Ergotron® warranty, Haworth will assign such warranty to the purchaser, to the extent assignable).

#### What Problems are Covered?

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

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

#### What Remedies are Available?

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

## What Conditions Apply?

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

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

## What are the Warranty Periods?

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

- *Lifetime.* Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the end-user purchaser continues to solely own the Covered Product.
- *Twelve (12) Years.* The following Covered Products have a 12-year warranty period:
  - seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, plastic components, and non-gel arm caps)
  - wood or wood-framed products
  - Casework mechanisms (hinges, slides, latches, glides, casters, etc.)
- *Ten (10) Years.* The following Covered Products have a 10-year warranty period:
  - wall products (excluding soft-close door mechanisms, wallcoverings, and glass)
  - Power Base™ Electrical (excluding Power Base AI and USB receptacles)
  - thermally fused laminates
  - Planes® and Hop™ height adjustable product mechanisms<sup>1</sup>
  - fixed task lighting (excluding ballasts and LED lighting)
  - products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below
  - adjustable keyboard pads and monitor arms
  - electrical (non-USB) and A/V accessories
- *Five (5) Years.* The following Covered Products have a 5-year warranty period:
  - fabric scrims, fabric screens, vertical fabrics, and wallcoverings
  - fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines
  - leathers or faux leather
  - vertical-use markerboard laminates
  - user-adjustable work-surface mechanisms
  - Power Base Receptacles with USB
  - overhead storage unit slow-close mechanisms
  - Reed Premier™ LED lighting
  - electronic ballasts used in task lighting
  - glass used in Systems products (vertical & horizontal)<sup>2</sup>
  - Improv and X-99 gel arm caps
  - work tools and systems accessories (e.g. laptop holders and footrests)
  - Jump™ height adjustable product mechanisms<sup>1</sup>

<sup>1</sup> Troubleshooting procedures provided by Haworth must be used to determine if a mechanism is defective, the associated error code needs to be included in the Service Notification

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

- *Three (3) Years.* The following Covered Products have a 3-year warranty period:
  - Power Base AI Electrical product
  - workware™ hardware products
  - painted MDF product
  - USB retrofit kits or products incorporating USB charging outlets (Except Power Base)
  - Hoop products (excludes surface damage such as scratches, dents, or abrasions)
  - fabrics rated General Contract (a) under the Association of Contract Textiles Guideline
  
- *Two (2) Years.* The following Covered Products have a 2-year warranty period:
  - Walls soft-close door mechanisms
  
- *One (1) Year.* The following Covered Products have a 1-year warranty period:
  - horizontal use markerboard laminates
  - acrylic tops/surfaces
  - soft palm rests
  - electronic locks
  - mouse pad inserts
  - Translucent edging
  - glass used in Walls product (refer to note <sup>2</sup> above)
  - Openest™ Plume Screens
  
- *Specific Product Lines.*
  - Tailored Solutions™. A Covered Product that is modified under Haworth's "Tailored Solutions" program will have a warranty period that is the same as the standard catalog product that is modified; however, any material modification of the standard catalog product's features, construction, function or aesthetics will have a 1-year warranty period.
  - Haworth Healthcare Products. The warranty period of a Covered Product within the Haworth Healthcare line of products is as follows (textiles and coverings are not covered by this Limited Warranty):
    - Five (5) Years.
      - ✓ guest seating
    - Two (2) Years.
      - ✓ gas cylinders
    - Three (3) Years.
      - ✓ standard glides
      - ✓ standard casters
      - ✓ patient room casegoods
      - ✓ manual exam tables and accessories
      - ✓ exam room stools
      - ✓ power exam tables and accessories
      - ✓ overbed tables
    - One (1) Year.
      - ✓ Thermofoil and Kydex arm caps
      - ✓ Thermofoil tops
      - ✓ central locking casters
      - ✓ recliner and lift chair motors
      - ✓ motion mechanisms
      - ✓ heat/massage
      - ✓ recliner options
      - ✓ modular exam base
      - ✓ wall casegoods

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

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

- *Service Parts.*

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

#### GENERAL TERMS

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

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

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, HAWORTH DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE. AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT HAWORTH'S OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT

SHALL HAWORTH OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

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

*[End of Document]*