MEMORANDUM OF UNDERSTANDING FOR
CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
COOPERATIVE CONTRACT
MOU068

Contract Title: Furniture, Installation and Related Products and Services

Cooperative Agency: OMNIA Partners, Public Sector

Lead Entity and Contract Number: City of Charlotte, North Carolina
Master Agreement No. 2020000606
(Hereinafter referred to as “the Lead Contract”)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to Haworth, Inc., One Haworth Center, Holland, MI 49423 hereinafter called “Contractor”, from the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the “Owners” for the purpose of the Contractor and the Owners agreeing to the terms and conditions provided in this MOU.

The Contractor and the Owners hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:
TERMS AND CONDITIONS

A. PARTICIPATING TERM
The Owners shall participate in the Lead Contract for Furniture, Installation and Related Products and Services. The Memorandum of Understanding (MOU) will be effective upon execution through December 31, 2020. Upon conclusion of the initial term, the Owner has the option of renewing for four (4) additional one (1) year periods under the same terms and conditions according to the renewals allowed by the Lead Contract.

B. SCOPE
The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING
Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy thereof is attached to this Memorandum.

The Owners will pay for products/service, according to the Line Item pricing as listed in the Lead Contract, a copy thereof being attached to and made a part of this MOU. The Owners shall order on an as-needed basis for the duration of the MOU. The cost of products or services for City Departments shall not exceed $100,000.00 during the MOU term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $20,000.00 during the MOU term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $5,000.00 during the MOU term without approval by the Board of the Public Building Commission.

The Central Region Dealer on this Contract is:
encompass
707 South 15th Street
Omaha, NE  68102

D. CONFLICTING TERMS
To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document’s priority shall be determined according to the order in which the document appears in the list below in section “E. Memorandum of Understanding Documents”.

E. MOU DOCUMENTS
The following documents comprise the Memorandum of Understanding:
1. This Memorandum of Understanding and associated Terms and Conditions;
2. Copy of Lead Contract No. 2020000606
3. Insurance Requirements/Certificate of Insurance;
4. Tax Forms

F. LAWS
The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.
G. **IMPLIED REQUIREMENTS**
All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. **CONTRACT MODIFICATION**
The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. **TERMINATION**
This MOU may be terminated by the following:
1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The Owners may terminate this MOU for cause if the Contractor:
   a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
   b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
   c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

   The Owner(s) may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the MOU, the Owner(s) shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. **SEVERABILITY**
If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.
K. **ASSIGNMENT**
This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the Owners. Any assignment without such prior written consent shall be absolutely void.

L. **FORCE MAJEURE**
Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Owners may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. **OWNER INCLUSION**
It is understood and agreed by all parties that “Owner/s” shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, a singular entity is referenced (i.e., “the City” or “the County” or “Building Commission”) it shall mean the “Owners” encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the MOU shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

N. **PAYMENT**
Unless stated otherwise, the Owners will initiate payment of an invoice within thirty (30) calendar days after:

1. All work identified on the invoice has been performed and all equipment or other merchandise has been delivered.

O. **INSURANCE**
The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see Insurance Requirements for City, County, and Building Commission).

P. **TAXES AND TAX EXEMPTION CERTIFICATE**
The Owners are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

Q. **INDEPENDENT CONTRACTOR**
Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and
benefits. Neither the Contractor’s employees nor the Owners’ employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers’ compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers’ compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees’ compensation.

R. **EQUAL EMPLOYMENT OPPORTUNITY**
In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

S. **LIVING WAGE**
The Contractor agrees to pay all employees employed in the performance of the MOU according to the City Living Wage per Section 2.81 of the Lincoln Municipal Code. The wages listed in Section 2.81 are subject to change every July. This provision is only applicable to City of Lincoln projects.

T. **E-VERIFY**
In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

U. **CITY AUDIT ADVISORY BOARD**
All parties doing business with the Owners shall be subject to audit (City of Lincoln - Chapter 4.66 of the Lincoln Municipal Code) and shall make available to a Contract Auditor copies of all financial and performance related records and materials germane to the MOU/purchase order, as allowed by law.

V. **INDEMNIFICATION**
The Contractor shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including attorney’s fees, arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and to the extent caused by Contractor, any subcontractor retained by Contractor, or anyone else directly or
indirectly employed by Contractor, its retained subcontractor, or anyone for whose acts such may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising or resulting from the negligence of the Owners. Notwithstanding any other provision of this MOU, in no event shall Contractor have any indemnification obligation for any losses, claims, damages, and expenses that include, consist of, or are determined in reference to liquidated damages, lost profits, lost revenue, loss of use, loss of reputation or loss of goodwill. Any demand for indemnification or defense must be present to Contractor in writing with reasonable detail prior to the expiration of any statute of limitation applicable to the right to such indemnification.

In any and all claims against the Owners or any of its elected officials, members, officers or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed herein shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker’s compensation acts, disability benefit acts or other employee benefit acts.

W. WAIVER
Owners’ failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the Owners’ rights.

X. THIRD PARTIES
This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. Owners shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

Y. AUDIT
This MOU shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

The Contractor and the Owners hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.
MEMORANDUM OF UNDERSTANDING
Furniture, Installation and Related Products and Services
City of Charlotte, North Carolina/ OMNIA Partners, Public Sector
Master Agreement No. 2020000606
MOU068
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Haworth, Inc

EXECUTION BY CONTRACTOR

IF A CORPORATION:
Attest:

Name of Corporation
Seal

If OTHER TYPE OF ORGANIZATION:

Name of Organization
Type of Organization
Address

By: ____________________________
Member

By: ____________________________
Member

IF AN INDIVIDUAL:

Name
Address
Signature
MEMORANDUM OF UNDERSTANDING
Furniture, Installation and Related Products and Services
City of Charlotte, North Carolina/ OMNIA Partners, Public Sector
Master Agreement No. 2020000606
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City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Haworth, Inc

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_______________________________
City Clerk

CITY OF LINCOLN, NEBRASKA

__________________________________________
Leirion Gaylor Baird, Mayor

Approved by Executive Order No.__________________

dated _______________________________
MEMORANDUM OF UNDERSTANDING
Furniture, Installation and Related Products and Services
City of Charlotte, North Carolina/ OMNIA Partners, Public Sector
Master Agreement No. 2020000606
MOU068
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Haworth, Inc

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form: The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _________________________________
MEMORANDUM OF UNDERSTANDING
Furniture, Installation and Related Products and Services
City of Charlotte, North Carolina/ OMNIA Partners, Public Sector
Master Agreement No. 2020000606
MOU068
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Haworth, Inc

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

____________________________________     _______________ ____________________________
Public Building Commission Attorney   Chairperson, Public Building Commission

dated ________________________________
INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below
☒ City of Lincoln  ☒ Lancaster County  ☒ Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.
This includes proof of coverage and waivers as required below.
All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance: Coverage Information
The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor’s insurer and will be no more than $25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.

Certificates
The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.
1. **Commercial General Liability**
   The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**
   All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**
   The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least $1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**
   The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than $1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers’ Compensation; Employers’ Liability**
   The Contractor shall provide proof of workers’ compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers’ Liability coverage with limits of not less than $500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers’ compensation insurance for their employees before and during the time any work is done pursuant to this Contract.
1.5 **Builder's Risk Insurance**

The Contractor shall purchase and maintain builder’s risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder’s risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 **Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 **Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate’s work or operations.

5) Coverage is required on an occurrence form.
1.7 **Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than $1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider’s judgment in planning and design could result in economic loss to City/County/PBC.

1.8 **Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor’s commercial general liability policy has been removed or deleted.

1.8.1 **Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 **Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.
2. **Cancellation Notice**
All Contractors shall include an endorsement to provide for at least thirty (30) days’ firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**
Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**
The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**
All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**
To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or
expense is caused in part by the negligence of a party indemnified hereunder. In the
event the claim, damage, loss or expense is caused in part by the negligence of a party
indemnified hereunder, the indemnification by the Contractor shall be prorated based
on the extent of the liability of the party indemnified hereunder. Such obligation shall
not be construed to negate, abridge, or reduce obligations of indemnity which would
otherwise exist as to a party or person described in this Section. Nothing herein shall
be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**
The City/County/PBC reserves the right to require a higher limit of insurance or
additional coverages when the City/County/PBC determines that a higher limit or
additional coverage is required to protect the City/County/PBC or the interests of the
public. Such changes in limits or coverages shall be eligible for a change order or
amendment to the Contract.

8. **Sovereign Immunity**
Nothing contained in this clause or other clauses of this Contract shall be construed
to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**
For further information or questions concerning coverage or acceptable forms,
Contractors may contact the Purchasing Division or the department that issued the bid
or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk
Management for the City or County.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/09/2020

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

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

PRODUCER
Aon Risk Services Central, Inc.
Grand Rapids MI Office
50 Louis Street NW
Suite 200
Grand Rapids MI 49503 USA

CONTACT NAME
PHONE (A/C. No. Ext) (866) 283-7122
FAX (A/C. No.) (800) 363-0105
E-MAIL ADDRESS:

INSURED
Haworth International, LTD
and its Subsidiaries
One Haworth Center
Holland MI 49423 USA

CERTIFICATE NUMBER: 570080843671

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, limits shown are as requested.

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACE Property &amp; Casualty Insurance Co.</td>
<td>20699</td>
</tr>
<tr>
<td>ACE American Insurance Company</td>
<td>22667</td>
</tr>
<tr>
<td>ACE Fire Underwriters Insurance Co.</td>
<td>20702</td>
</tr>
</tbody>
</table>

CERTIFICATE HOLDER
City of Lincoln & Lancaster County
Lincoln-Lancaster County Public Building Commission
555 South 10th Street
Lincoln NE 68508 USA

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured
Haworth International, Ltd.

Endorsement Number
20

Policy Symbol
XSL

Policy Number
G71448800

Policy Period
11/01/2019 to 11/01/2020

Effective Date of Endorsement

Issued By (Name of Insurance Company)
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the “occurrence” of the “bodily injury” or “property damage”; and
3) Qualifies as an “insured contract” as defined in this policy.

Any such person or organization is an additional insured only for “bodily injury” and “property damage” resulting from:

a. “your work” that you do for that additional insured pursuant to such contract; or
b. “your product” distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for “occurrences” taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

i) The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and

y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.
In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative
ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured: HAWORTH INTERNATIONAL, LTD.
Endorsement Number 3

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Issued By (Name of Insurance Company)
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:

1. You.
2. Any of your “employees” or agents.
3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

DA-9U74c (03/16)
Workers' Compensation and Employers' Liability Policy

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<td>ONE HAWORTH CENTER</td>
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Issued By (Name of Insurance Company)
ACE AMERICAN INSURANCE COMPANY

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 1/03/2020

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

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

**PRODUCER:**
Haas & Wilkerson Insurance
4300 Shawnee Mission Parkway
Fairway, KS 66205
913 432-4400

**INSURED:**
encompas corporation
1512 Grand Blvd
Kansas City, MO 64108

**CONTACT NAME:** Sarah Walker
**PHONE (A/C, No., Ext.):** 913 432-4400
**FAX (A/C, No.):**
**E-MAIL ADDRESS:** HWCertificates@hwins.com

**INSURER(S) AFFORDING COVERAGE**
- INSURER A: Hartford Casualty Insurance Company
- INSURER B: Hartford Accident & Indemnity Co.
- INSURER C: Sentinel Insurance Company LTD
- INSURER D:
- INSURER E:
- INSURER F:

**NAIC#**
- 29424
- 22357
- 11000

**CERTIFICATE NUMBER:** REVISION NUMBER:

**COVERAGE**

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

**RE: Office Furniture and Related Services, US Communities Contract No. 4400003402**
City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission are additional insureds as respects general liability and auto liability when required by written contract. Waiver of Subrogation applies in favor of City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission in regards to workers compensation as allowed by statute and required by written contract.Umbrella is follow form.

**CERTIFICATE HOLDER**
City of Lincoln, Lancaster County & Lincoln-Lancaster County Public Building Commission
555 S. 10th Street
Lincoln, NE 68508

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

**AUTHORIZED REPRESENTATIVE**

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 37 SBA RG7859

LOSS PAYEE:
FORM SS 12 12

PROPERTY:
MORRILL & JANES BANK AND TRUST
10101 WOODLAND ROAD
LENEXA, KS. 66220
BUSINESS PERSONAL PROPERTY

LENDER'S LOSS PAYABLE:
FORM SS 12 12

PROPERTY:
VAR TECHNOLOGY FINANCE
2330 INTERSTATE 30
MESQUITE, TX. 75150
LEASED COMPUTER EQUIPMENT

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14  SS 00 05 12 06  SS 00 07 07 05  SS 00 08 04 05
SS 00 61 07 19  SS 00 64 09 16  SS 84 95 09 07  SS 12 35 03 12
SS 41 70 06 11  SS 41 71 06 11  SS 01 06 04 19  SS 01 07 07 17
SS 01 15 12 17  SS 89 93 07 16  SS 00 60 09 15  SS 04 13 03 92
SS 04 19 07 05  SS 04 22 07 05  SS 04 30 07 05  SS 04 33 04 05
SS 04 39 07 05  SS 04 41 03 18  SS 04 42 03 17  SS 04 44 07 05
SS 04 45 07 05  SS 04 46 09 14  SS 04 47 04 09  SS 04 78 12 17
SS 04 80 03 00  SS 04 86 03 00  SS 40 18 07 05  SS 40 93 07 05
SS 41 12 12 17  SS 41 30 09 07  SS 41 51 10 09  SS 41 63 06 11
IH 10 01 09 86  SS 05 21 04 05  SS 05 47 09 15  SS 50 04 06 04
SS 50 19 01 15  SS 51 10 03 17  SS 51 11 03 17  SS 09 01 12 14
SS 09 07 12 14  SS 09 10 12 14  SS 09 12 12 14  SS 09 67 09 14
SS 09 70 12 14  SS 09 71 12 14  SS 10 18 04 01  SS 12 12 03 92
SS 12 15 03 00  SS 83 47 07 01  IH 99 40 04 09  IH 99 41 04 09
SX 80 01 06 97  SS 83 76 01 15  SS 12 23 06 11
IH 12 00 11 85 ADDITIONAL INSURED
IH 12 00 11 85 ADDITIONAL INSURED/LANDLORD
IH 12 00 11 85 ADDITIONAL INSURED - DESIGNATED PERSON/ORG
IH 12 00 11 85 ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR-
SCHEDULED PERSON OR ORGANIZATION
IH 12 00 11 85 ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS
-COMPLETED OPERATIONS

Form SS 00 02 12 06
Process Date: 12/13/19

Page 016
Policy Expiration Date: 01/05/21
BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

   Insuring Agreement

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

   (1) To "bodily injury" and "property damage" only if:

   (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

   (b) The "bodily injury" or "property damage" occurs during the policy period; and

   (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

   (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
BUSINESS LIABILITY COVERAGE FORM

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice
(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
   (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
   (b) You are not engaged in the business or occupation of providing such services.
(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES
   Insuring Agreement
a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
   (1) On premises you own or rent;
   (2) On ways next to premises you own or rent; or
   (3) Because of your operations;
   provided that:
   (1) The accident takes place in the "coverage territory" and during the policy period;
   (2) The expenses are incurred and reported to us within three years of the date of the accident; and
   (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
   (1) First aid administered at the time of an accident;
   (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
   (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS
   a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
   (1) All expenses we incur.
   (2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
   (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   (5) All costs taxed against the insured in the "suit".
   (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.
b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
(2) This insurance applies to such liability assumed by the insured;
(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
(6) The indemnitee:
   (a) Agrees in writing to:
      (i) Cooperate with us in the investigation, settlement or defense of the "suit";
      (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      (iii) Notify any other insurer whose coverage is available to the indemnitee; and
      (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
   (b) Provides us with written authorization to:
      (i) Obtain records and other information related to the "suit"; and
      (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
(2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage
   This insurance does not apply to:
   a. Expected Or Intended Injury
      (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
      (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".
   b. Contractual Liability
      (1) "Bodily injury" or "property damage"; or
      (2) "Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.
   This exclusion does not apply to liability for damages because of:
      (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability
"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;
(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability
"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:
   (a) Employment by the insured; or
   (b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution
(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
   (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:
      (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
      (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
   (i) Any insured; or
   (ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
   (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:
   (a) Less than 51 feet long; and
   (b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:
   (a) Body piercing (not including ear piercing);
   (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
   (c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including website design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product";
2. "Your work"; or
3. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

1. Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
2. Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
3. Arising out of a criminal act committed by or at the direction of the insured;
4. Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
5. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
6. Arising out of the wrong description of the price of goods, products or services;
7. Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

a. Copyright;

b. Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work;

8. Arising out of an offense committed by an insured whose business is:

a. Advertising, broadcasting, publishing or telecasting;

b. Designing or determining content of web sites for others;

c. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. - Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

9. Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

10. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

11. Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

12. Arising out of:

a. An "advertisement" for others on your web site;

b. Placing a link to a web site of others on your web site;

c. Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images;

d. Computer code, software or programming used to enable:

i. Your web site; or

ii. The presentation or functionality of an "advertisement" or other content on your web site;
(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

   (a) Refusal to employ that person;

   (b) Termination of that person's employment; or

   (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard";

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.
2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

b. Hired Person
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers’ Compensation And Similar Laws
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers’ compensation or disability benefits law or a similar law.

e. Athletics Activities
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard
Included with the "products-completed operations hazard".

g. Business Liability Exclusions
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers
Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,
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b. Coverage under this provision does not apply to:
   (1) "Bodily injury" or "property damage" that occurred; or
   (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment
With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft
With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit
The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written
contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repacked in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises
(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors
(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions
(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party
(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.
BUSINESS LIABILITY COVERAGE FORM

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity. However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.
BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws
   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us
   No person or organization has a right under this Coverage Form:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Form unless all of its terms have been fully complied with.
   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations
   a. When You Accept This Policy
      By accepting this policy, you agree:
      (1) The statements in the Declarations are accurate and complete;
      (2) Those statements are based upon representations you made to us; and
      (3) We have issued this policy in reliance upon your representations.
   b. Unintentional Failure To Disclose Hazards
      If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance
   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:
   a. Primary Insurance
      This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
   b. Excess Insurance
      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
      (1) Your Work
         That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
      (2) Premises Rented To You
         That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
      (3) Tenant Liability
         That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
      (4) Aircraft, Auto Or Watercraft
         If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.
      (5) Property Damage To Borrowed Equipment Or Use Of Elevators
         If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.
(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.
## F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

### 1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- In the performance of your ongoing operations; or
- In connection with your premises owned by or rented to you.

### 2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   - This insurance does not apply to:
     1. Any "occurrence" which takes place after you cease to lease that land; or
     2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

### 3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

### 4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   - In the performance of your ongoing operations; or
   - In connection with your premises owned by or rented to you.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

### 5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   - This insurance does not apply to:
     1. Any "occurrence" that takes place after you cease to lease that land; or
     2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

### 6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional Insured.
BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations hazard".

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

   (2) Television;

   (3) Billboard;

   (4) Magazine;

   (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
c. All other parts of the world if the injury or damage arises out of:
   (1) Goods or products made or sold by you in the territory described in a. above;
   (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
   (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:
   a. Stored as or on;
   b. Created or used on; or
   c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;
   If such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
   b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. - Liability and Medical Expenses Limits of Insurance.
   b. A sidetrack agreement;
   c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement; or
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
   Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
   However, Paragraph f. does not include that part of any contract or agreement:
BUSINESS LIABILITY COVERAGE FORM

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";
BUSINESS LIABILITY COVERAGE FORM

b. Donates his or her work;
c. Acts at the direction of and within the scope of duties determined by you; and
d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":
   a. Means:
      (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
          (a) You;
          (b) Others trading under your name;
          or
          (c) A person or organization whose business or assets you have acquired; and
      (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
   b. Includes:
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":
   a. Means:
      (1) Work or operations performed by you or on your behalf; and
      (2) Materials, parts or equipment furnished in connection with such work or operations.
   b. Includes:
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
      (2) The providing of or failure to provide warnings or instructions.
This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

A. This Declarations Form;
B. Business Auto Coverage Form; and
C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: $ 4,940.00

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and
(2) Subsequent to the execution of such written contract, and
(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or
(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract
Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract
This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract
If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES
Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:
If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:
(1) $100,000;
(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
(3) The cost of repairing or replacing the damaged or stolen property, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto";
(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto"s operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE
Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE
Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY
Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION
TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:
We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE
The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION
Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:
If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE
In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:
a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,
a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE
In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:
In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 37 WEC CC3741
Effective Date: 01/05/20
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: ENCOMPAS CORPORATION
1512 GRAND BLVD
KANSAS CITY MO 64108

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by ___________________________ Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: 11/26/19
Policy Expiration Date: 01/05/21
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

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

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

RECITALS

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

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

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

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

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

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

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

CONTRACT

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

EXHIBIT A: PRICING SHEET
EXHIBIT B: SCOPE OF WORK
EXHIBIT C: PROPOSAL RESPONSE FORMS
EXHIBIT D: FEDERAL CONTRACT TERMS AND CONDITIONS

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

3. DESCRIPTION OF PRODUCTS AND SERVICES.
   3.1. The Company shall be responsible for providing the Products and Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.
   3.2. The Company shall perform the Services on site at the City’s facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. COMPENSATION.
   4.1. TOTAL FEES AND CHARGES.
   The City agrees to pay the Company a fixed price (the “Purchase Price”) as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.
   4.2. NO EXPENSES CHARGEABLE.
   The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.
   4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS. The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.
   4.4. INVOICES. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov.
   4.5. DUE DATE OF INVOICES. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.
   4.6. PRE-CONTRACT COSTS. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date of this Contract.
4.7. **INSPECTION.** During the term of the Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to inspect, but not copy or retain, during normal business hours, either itself or through an independent auditor, all reasonably related books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses relating to such inspections, but shall not have to pay any expenses or costs of the Company. However, if non-compliance is found that cost the City in excess of $10,000, then the Company shall be required to credit the City for the cost of the audit. The City shall provide at least ten (10) business days’ prior notice of its desire to conduct the inspection. The inspection shall take place at the place or places agreed upon between Company and City. The City shall conduct the inspection in a manner that does not unreasonably disrupt the Company's normal business operations. The City may exercise this right of inspection not more than once during any 12-month period unless the City provides evidence of material non-compliance with this Contract.

5. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company provide Products and perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the “Completion Dates”). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.
If a person’s duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

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

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

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

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

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

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

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

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

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

15. REPRESENTATIONS AND WARRANTIES OF COMPANY.

15.1. GENERAL WARRANTIES.

15.1.1. The Products/Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;
15.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

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

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

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

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

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

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

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

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

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

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

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

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

16. OTHER OBLIGATIONS OF THE COMPANY.

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

16.2. RESPECTFUL AND COURTEOUS BEHAVIOR. The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
16.3. REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES. In the event that the Company causes damage to the City’s equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company’s action.

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

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

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

17. REMEDIES.

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

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

b. Charge to the Company any and all expenses reasonably incurred by the City in obtaining or performing the Products/Services.

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17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF. The Company agrees that monetary damages are not an adequate remedy for the Company’s failure to comply with Sections 16.3, 16.4, 18.8, 19, 21, 23, 25, 27, 29.3, 29.8, and 29.19 or Exhibit D of this Contract, nor could monetary damages be the equivalent of the performance of such obligations. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.

17.4. SETOFF. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all liquidated and/or sum-certain amounts resulting from the other party’s breach of this Contract.
17.5. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18. TERM AND TERMINATION OF CONTRACT.

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

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

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

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

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

   c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party’s assets or properties. Any notice of default shall identify this Section of this Contract and shall state the party’s intent to terminate this Contract if the default is not cured within the specified period.

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

   a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;

   b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company’s Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

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

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

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

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

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

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

19. TRANSITION PRODUCTS/SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products/Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Products/Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Products/Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
Answering questions regarding the Products/Services on an as-needed basis; and

Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

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

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

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

21. COMPANY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that the Company shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Company Intellectual Property”). Notwithstanding the foregoing, the City shall have ownership rights in any and all floor plans, layouts, and industrial design relating to floorplans and layouts, created by and between City and Company ("City Intellectual Property").

21.2. Each party hereby grants to the other party a royalty-free, non-exclusive license to use the Company Intellectual Property and City Intellectual Property, as applicable, to the extent necessary to use or perform the Services. Neither party shall be entitled to use the Company Intellectual Property and City Intellectual Property, as applicable, for other purposes without the other party's prior written consent, and shall treat the Company Intellectual Property and City Intellectual Property, as applicable, as "Confidential Information" pursuant to Section 25 of the Contract.

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

22. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the
23. **INDEMNIFICATION.** Subject to the limitations, exclusions, and conditions in this Contract or any Exhibit and to the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings to the extent such Charges are directly and proximately caused by: (i) an alleged violation, misappropriation or infringement of any valid U.S. registered copyright, trademark, or patent, with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) a request based on the Company’s failure to pay for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term “Indemnitees” means the City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

With respect to any claim, demand, lawsuit, action or proceeding as to which an Indemnitee intends to seek indemnification and defense (each, an "Action"), the Indemnitee must, as conditions to the indemnity and defense obligations herein, (a) promptly provide the Company with written notice of the Action and tender to the Company the right to exclusively control the defense, except that the Company will not settle or admit fault without the City’s written authorization, of the Action, (b) fully cooperate in the defense of the Action as requested by the Company and its counsel to the extent the indemnitee can do so at no out-of-pocket cost, and (c) not settle or compromise any part of the Action without the Company’s express written consent. Once the Company has assumed defense of the Action, the Company will not be liable for any attorney or other professional fees or expenses incurred by Indemnitee, unless such fees or expenses are caused by Company’s request for Indemnitee’s assistance or result from Company’s inability to resolve the action. Notwithstanding any other provision of this Contract, any Exhibit, or any related agreements or understandings, in no event shall the Company have any indemnity or defense obligation for Charges or any other amounts (a) that include, consist of, or are determined in reference to liquidated damages, or lost profits, lost revenues, loss of use, loss of reputation, or loss of goodwill. Any demand for indemnification or defense of an Action must be presented to the Company in writing with reasonable detail prior to the expiration of any statute of limitation applicable to the right to such indemnification.

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

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).
24. **SUBCONTRACTING.** Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

25. **CONFIDENTIAL INFORMATION.**

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

25.1.1. **Trade secrets.** For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. INSURANCE.

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

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

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

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

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

26.2. OTHER INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>For the Company:</th>
<th>For the City:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Hodges, National Program Mgr.</td>
<td>Kay Elmore</td>
</tr>
<tr>
<td>Haworth, Inc.</td>
<td>City of Charlotte</td>
</tr>
<tr>
<td>One Haworth Center</td>
<td>600 East Fourth Street, 9th Floor</td>
</tr>
<tr>
<td>Holland, MI 49423</td>
<td>Charlotte, NC 28202</td>
</tr>
<tr>
<td>Phone: 616-834-1994</td>
<td>Phone: 704-336-2524</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax: 704-632-8252</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:tim.hodges@haworth.com">tim.hodges@haworth.com</a></td>
<td>E-mail: <a href="mailto:kelmore@charlottenc.gov">kelmore@charlottenc.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>With Copy To:</th>
<th>With Copy To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Vredevoogd, Contract Analyst</td>
<td>Adam Jones</td>
</tr>
<tr>
<td>City of Charlotte</td>
<td>City Attorney’s Office</td>
</tr>
<tr>
<td>600 East Fourth Street, 15th Floor</td>
<td>Charlotte, NC 28202</td>
</tr>
<tr>
<td>Phone: 616-393-3812</td>
<td>Phone: 704-336-3012</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:dan.vredevoogd@haworth.com">dan.vredevoogd@haworth.com</a></td>
<td>E-mail: <a href="mailto:amjones@charlottenc.gov">amjones@charlottenc.gov</a></td>
</tr>
</tbody>
</table>

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

29. MISCELLANEOUS.

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

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

29.3. GOVERNING LAW. The parties acknowledged that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles).

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

29.5. INTENTIONALLY LEFT BLANK

29.6. FORCE MAJEURE.

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

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

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

29.6.4. INTENTIONALLY LEFT BLANK

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

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

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

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

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

Section 4.3 “Employment Taxes and Employee Benefits”
Section 15 “Representations and Warranties of Company”
Section 18 “Term and Termination of Contract”
Section 21 “City Ownership of Work Product”
Section 23 “Indemnification”
Section 25 “Confidential Information”
Section 26 “Insurance”
Section 28 “Notices and Principal Contacts”
Section 29 “Miscellaneous”
29.12. CHANGE IN CONTROL. In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

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

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

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

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

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

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

29.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

29.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.
29.21. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

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

HA WORTH, INC.

BY: __________________________
(signature)

PRINT NAME: Chris Bowers
TITLE: Director Procurement
DATE: 12/9/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: __________________________
(signature)

PRINT NAME: Angela C. Lee
TITLE: Asst. City Manager
DATE: 1/10/20
### 1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG NAME - APRIL 2019</th>
<th>DROP SHIP</th>
<th>INSIDE DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems Furniture</td>
<td>Unigroup Systems (NW &amp; WT)</td>
<td>71%</td>
<td>66%</td>
</tr>
<tr>
<td>Systems Furniture</td>
<td>Unigroup Too Panels</td>
<td>71%</td>
<td>66%</td>
</tr>
<tr>
<td>Systems Furniture</td>
<td>Places Systems (NW &amp; WT)</td>
<td>71%</td>
<td>66%</td>
</tr>
<tr>
<td>Systems Furniture</td>
<td>Adaptable Comps - Wksr, Up Stor, Lghtng</td>
<td>71%</td>
<td>66%</td>
</tr>
<tr>
<td>Systems Furniture</td>
<td>Places Systems (Wood)</td>
<td>71%</td>
<td>66%</td>
</tr>
<tr>
<td>Systems Furniture</td>
<td>Systems Fabric</td>
<td>71%</td>
<td>66%</td>
</tr>
<tr>
<td>Systems Furniture</td>
<td>Compose</td>
<td>68%</td>
<td>63%</td>
</tr>
<tr>
<td>Systems Furniture</td>
<td>Premise Systems</td>
<td>68%</td>
<td>63%</td>
</tr>
<tr>
<td>Systems Furniture</td>
<td>IF Systems</td>
<td>68%</td>
<td>63%</td>
</tr>
<tr>
<td>Freestanding Furniture</td>
<td>Masters</td>
<td>53%</td>
<td>48%</td>
</tr>
<tr>
<td>Freestanding Furniture</td>
<td>Suite</td>
<td>53%</td>
<td>48%</td>
</tr>
<tr>
<td>Freestanding Furniture</td>
<td>Everyday Office</td>
<td>50%</td>
<td>45%</td>
</tr>
<tr>
<td>Freestanding Furniture</td>
<td>Jive</td>
<td>50%</td>
<td>45%</td>
</tr>
<tr>
<td>Freestanding Furniture</td>
<td>Cultivate</td>
<td>58%</td>
<td>53%</td>
</tr>
<tr>
<td>Freestanding Furniture</td>
<td>Intuity</td>
<td>53%</td>
<td>48%</td>
</tr>
<tr>
<td>Freestanding Furniture</td>
<td>Patterns</td>
<td>53%</td>
<td>48%</td>
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<tr>
<td>Freestanding Furniture</td>
<td>Kinetics, Tempo, Tactics, Planes, Cmpose</td>
<td>58%</td>
<td>53%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Accolade/Comf 28 NW/Monaco/Sys 58</td>
<td>63%</td>
<td>58%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Improv., Comforto 12</td>
<td>63%</td>
<td>58%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Seating Fabric</td>
<td>63%</td>
<td>58%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Look (Sit 10)</td>
<td>63%</td>
<td>58%</td>
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<tr>
<td>Seating / Chairs</td>
<td>X99 Seating</td>
<td>60%</td>
<td>55%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Wood Stg - Comp,Frnze,Grlre,Tally,Etc</td>
<td>53%</td>
<td>48%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Very Task Seating</td>
<td>55%</td>
<td>50%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Very Seating Line (Non-Task)</td>
<td>55%</td>
<td>50%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Zody</td>
<td>55%</td>
<td>50%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Lively, Cassis, WD Seating</td>
<td>55%</td>
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<tr>
<td>Seating / Chairs</td>
<td>Lively™</td>
<td>60%</td>
<td>55%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Fern</td>
<td>50%</td>
<td>45%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Soji™</td>
<td>50%</td>
<td>45%</td>
</tr>
<tr>
<td>Seating / Chairs</td>
<td>Maari™</td>
<td>54%</td>
<td>49%</td>
</tr>
<tr>
<td>Filing Systems, Storage &amp; Equipment</td>
<td>Beside</td>
<td>63%</td>
<td>58%</td>
</tr>
<tr>
<td>Filing Systems, Storage &amp; Equipment</td>
<td>Premise &amp; X-Series Files</td>
<td>63%</td>
<td>58%</td>
</tr>
<tr>
<td>Filing Systems, Storage &amp; Equipment</td>
<td>X-Series Peds</td>
<td>63%</td>
<td>58%</td>
</tr>
<tr>
<td>Filing Systems, Storage &amp; Equipment</td>
<td>950 Fls, Plcs Fs Stl, IF Lat Fls &amp; Psts</td>
<td>63%</td>
<td>58%</td>
</tr>
<tr>
<td>Filing Systems, Storage &amp; Equipment</td>
<td>V-Series Files &amp; Peds</td>
<td>63%</td>
<td>58%</td>
</tr>
<tr>
<td>Filing Systems, Storage &amp; Equipment</td>
<td>Active Storage</td>
<td>53%</td>
<td>48%</td>
</tr>
</tbody>
</table>

### OTHER RELATED PRODUCTS

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG NAME - APRIL 2019</th>
<th>DROP SHIP</th>
<th>INSIDE DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walls</td>
<td>Enclose</td>
<td>55%</td>
<td>50%</td>
</tr>
<tr>
<td>Walls</td>
<td>Walls Adaptable Components</td>
<td>55%</td>
<td>50%</td>
</tr>
<tr>
<td>Walls</td>
<td>Walls Glass</td>
<td>55%</td>
<td>50%</td>
</tr>
<tr>
<td>Haworth Collections &amp; Healthcare</td>
<td>Haworth Collection - Haworth</td>
<td>41%</td>
<td>36%</td>
</tr>
<tr>
<td>Haworth Collections &amp; Healthcare</td>
<td>Healthcare</td>
<td>57%</td>
<td>52%</td>
</tr>
<tr>
<td>Haworth Collections &amp; Healthcare</td>
<td>Harbor Work Lounge™</td>
<td>50%</td>
<td>45%</td>
</tr>
<tr>
<td>Haworth Collections &amp; Healthcare</td>
<td>Haworth Collection - Pablo Designs</td>
<td>15%</td>
<td>10%</td>
</tr>
<tr>
<td>Haworth Collections &amp; Healthcare</td>
<td>Haworth Collection - Capp, Cass, P Frau</td>
<td>15%</td>
<td>10%</td>
</tr>
<tr>
<td>Haworth Collections &amp; Healthcare</td>
<td>Haworth Collection - GAN</td>
<td>10%</td>
<td>5%</td>
</tr>
<tr>
<td>Haworth Collections &amp; Healthcare</td>
<td>Haworth Collection - JANUS et Cie</td>
<td>15%</td>
<td>10%</td>
</tr>
<tr>
<td>Haworth Collections &amp; Healthcare</td>
<td>BuzziSpace</td>
<td>35%</td>
<td>30%</td>
</tr>
<tr>
<td>Accessories &amp; Technology</td>
<td>Locks</td>
<td>71%</td>
<td>66%</td>
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<tr>
<td>Accessories &amp; Technology</td>
<td>Technology Products</td>
<td>55%</td>
<td>50%</td>
</tr>
<tr>
<td>Accessories &amp; Technology</td>
<td>Ergotron Accessories</td>
<td>48%</td>
<td>43%</td>
</tr>
<tr>
<td>Accessories &amp; Technology</td>
<td>DataThing</td>
<td>40%</td>
<td>35%</td>
</tr>
<tr>
<td>Accessories &amp; Technology</td>
<td>Jump Stuff</td>
<td>41%</td>
<td>36%</td>
</tr>
</tbody>
</table>
## 2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Additional Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Installation - Normal Hours</td>
<td>10%</td>
</tr>
<tr>
<td>Basic Installation - After Hours</td>
<td>15%</td>
</tr>
<tr>
<td>Expanded Installation - Normal Hours</td>
<td>18%</td>
</tr>
<tr>
<td>Expanded Installation - After Hours</td>
<td>27%</td>
</tr>
</tbody>
</table>

## 3. FIXED MONTHLY RATE FOR STORAGE OPTIONS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Rate / FT²</th>
<th>Monthly Rate / FT³</th>
</tr>
</thead>
<tbody>
<tr>
<td>Negotiable per location</td>
<td>$1.25</td>
<td>$1.95</td>
</tr>
</tbody>
</table>

## 4. PRICING INCENTIVES BEYOND THE STANDARD DISCOUNT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Additional Percentage (%) DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessories &amp; Technology (List Volume &gt; $10,000)</td>
<td>1 - 4%</td>
</tr>
<tr>
<td>Seating (List Volume &gt;$25,000)</td>
<td>1 - 4%</td>
</tr>
<tr>
<td>Haworth Collection &amp; Healthcare (List Volume &gt; $50,000)</td>
<td>1 - 4%</td>
</tr>
<tr>
<td>Storage and Tables (List Volume &gt; $50,000)</td>
<td>1 - 4%</td>
</tr>
<tr>
<td>Systems (List Volume &gt; $100,000)</td>
<td>1 - 4%</td>
</tr>
<tr>
<td>Walls and Wood (List Volume &gt; $100,000)</td>
<td>1 - 4%</td>
</tr>
</tbody>
</table>

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.
EXHIBIT B – SCOPE OF SERVICES

1.1 General Scope.

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

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

1.2 Product Standards and Guidelines.

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

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

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

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

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

1.3.1 Delivery.

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

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

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

1.3.2 Installation.

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

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

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

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

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

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

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

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

1.3.3 Storage is priced at a fixed monthly rate or a monthly rate range.

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

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

All work must be performed according to the standards established by the terms, specifications, and drawings for each project and meet the manufacturer’s specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project...
Coordinator concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.

1.4 Price Adjustments.

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

1.5 Environmental Purchasing Requirements.

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

<table>
<thead>
<tr>
<th>Product or Service</th>
<th>Examples</th>
<th>Environmental Attributes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture</td>
<td>Desks, chairs, tables, bookshelves</td>
<td>Recycled content, recyclability, end of life management</td>
</tr>
</tbody>
</table>

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

1.6 New Products and Services.

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

1.7 Safety.

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

1.8 Warranty.

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

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

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

1.8.3 Availability of replacement parts.

1.8.4 Life expectancy of furniture under normal use.

1.8.5 Detailed information as to proposed return policy on all furniture.
EXHIBIT C – PROPOSAL RESPONSE FORMS
REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION
RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

ADDENDUM #:                          DATE ADDENDUM
                                      DOWNLOADED FROM NC IPS:
                                      8 Jul 19
                                      11 Jul 19
                                      18 Jul 19

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

Matthew Corl
(Please Print Name)

[Signature]
Authorized Signature

Title
Manager Business Segments

Haworth, Inc.

Company Name

7-31-19
Date
REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM
RFP # 269-2019-105
FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

This Proposal is submitted by:

Company Name: Haworth, Inc.
Representative (printed): Matthew Corl
Address: One Haworth Center
City/State/Zip: Holland, MI 49423
Email address: matt.corl@haworth.com
Telephone: 616-393-3597
(Area Code) Telephone Number
Facsimile: 
(Area Code) Fax Number

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

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.

2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.

3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.

4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.

5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or...
suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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

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

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

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

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

[X] Include exceptions to the Sample Contract in the following section of my Proposal: Section V "Exceptions"

[ ] Not include any exceptions to the Sample Contract.

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

[ ] The following section(s) of the of the Proposal are marked as Trade Secret or PII: _______

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

Representative (signed): ________________________________
REQUIRED FORM 4  
DELIVERY AND WARRANTY

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Product</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adaptable</td>
<td>Enclose</td>
<td>25</td>
</tr>
<tr>
<td>Compose</td>
<td>Haworth Supplied Glass</td>
<td>25</td>
</tr>
<tr>
<td>Intuity</td>
<td>Trivati</td>
<td>35</td>
</tr>
<tr>
<td>Pads/Frame: PREMISE</td>
<td>450 Series</td>
<td>25</td>
</tr>
<tr>
<td>Panel Systems: PREMISE</td>
<td>Cultivate</td>
<td>20</td>
</tr>
<tr>
<td>Panel Systems: Unigroup, Places, Unigroup Too</td>
<td>Hoop Tables</td>
<td>25</td>
</tr>
<tr>
<td>Patterns</td>
<td>Hop</td>
<td>25</td>
</tr>
<tr>
<td>Patterns Cushion</td>
<td>Immerse</td>
<td>33</td>
</tr>
<tr>
<td>Planes Height Adjustable</td>
<td>Jive, Jump &amp; Swivel</td>
<td>20**</td>
</tr>
<tr>
<td>Reside</td>
<td>Pip Personal Laptop</td>
<td>15</td>
</tr>
<tr>
<td>Worksurfaces</td>
<td>Planes (not Height Adjustable)</td>
<td>25</td>
</tr>
<tr>
<td>Worktools (Jump Stuff, Boogie Board)</td>
<td>PopUp</td>
<td>20</td>
</tr>
<tr>
<td>Race-Call for quote</td>
<td>Wood Executive Tables</td>
<td>30</td>
</tr>
<tr>
<td>**All Products with Veneer</td>
<td>Workware - Connect Interfaces/Processors</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Workware - View Table/Wall mounts</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Workware - Wireless</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Workware Easel</td>
<td>25</td>
</tr>
</tbody>
</table>

### Accessories

<table>
<thead>
<tr>
<th>Category</th>
<th>Product</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Components</td>
<td>Fern</td>
<td>15</td>
</tr>
<tr>
<td>Belong</td>
<td>Harbor Work Lounge</td>
<td>35**</td>
</tr>
<tr>
<td>Belong Plus</td>
<td>Hello Lounge</td>
<td>20</td>
</tr>
<tr>
<td>Ergotron</td>
<td>Improv Task &amp; Side</td>
<td>15</td>
</tr>
<tr>
<td>If Screen</td>
<td>Lively</td>
<td>15</td>
</tr>
<tr>
<td>Overheads</td>
<td>Look</td>
<td>15</td>
</tr>
<tr>
<td>Systems Lighting</td>
<td>Look Task</td>
<td>15</td>
</tr>
<tr>
<td>Tackboards</td>
<td>Maari</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Openest</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Poppy Guest</td>
<td>25**</td>
</tr>
<tr>
<td></td>
<td>Poppy Lounge</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Riverbend &amp; Pebble Lounge</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Soji</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>Very</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Very Task with Knit Backs</td>
<td>15**</td>
</tr>
<tr>
<td></td>
<td>Wood Seating</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>X99 Task &amp; Seminar</td>
<td>15</td>
</tr>
</tbody>
</table>

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

### Storage & Organization

<table>
<thead>
<tr>
<th>Category</th>
<th>Product</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Component Peds</td>
<td>Masters</td>
<td>20</td>
</tr>
<tr>
<td>Beside Storage</td>
<td>Masters</td>
<td>20</td>
</tr>
<tr>
<td>Compose Storage</td>
<td>Masters (Veneer)</td>
<td>28</td>
</tr>
<tr>
<td>Files/Bookcases</td>
<td>Masters Paint on Wood</td>
<td>35</td>
</tr>
<tr>
<td>PLACES Storage</td>
<td>Suite</td>
<td>55</td>
</tr>
<tr>
<td>V Series Storage</td>
<td>X Series Desks</td>
<td>20</td>
</tr>
<tr>
<td>X &amp; V Series Steel Peds</td>
<td>20 business days</td>
<td>10</td>
</tr>
<tr>
<td>X Series Combo Files</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>X Series Towers/Lockers</td>
<td>2-3 days</td>
<td></td>
</tr>
</tbody>
</table>

**All Products with Veneer | 28   |

### Private Office

<table>
<thead>
<tr>
<th>Category</th>
<th>Product</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compose/Masters Laminate Casegoods &amp; Storage</td>
<td>Compose/Masters Laminate Casegoods &amp; Storage</td>
<td>20</td>
</tr>
<tr>
<td>Masters</td>
<td>Masters</td>
<td>20</td>
</tr>
<tr>
<td>Masters (Veneer)</td>
<td>Masters</td>
<td>28</td>
</tr>
<tr>
<td>Masters Paint on Wood</td>
<td>Masters Paint on Wood</td>
<td>35</td>
</tr>
<tr>
<td>Suite</td>
<td>Suite</td>
<td>55</td>
</tr>
<tr>
<td>X Series Desks</td>
<td>X Series Desks</td>
<td>20</td>
</tr>
</tbody>
</table>

### Seating

<table>
<thead>
<tr>
<th>Category</th>
<th>Product</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Please Call Customer Service for Quote, Available Capacity will determine lead time</strong></td>
<td>Haworth Health Environments Lead Time Guide</td>
<td>2-3 days</td>
</tr>
</tbody>
</table>

### General Notes

** Lead Times:** 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.

** Extended Lead Times:**

- **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.
- **Tailored Solutions:** may have extended lead times due to design, supplier parts, testing or complex design. *Quoted lead time on undocumented Tailored Solutions is an estimate. Final lead time will be communicated upon completion of the Tailored Solutions documentation.
- **COM products/Alliance fabrics:** may have longer lead time depending on supplier availability.

** Modifications to Orders:** If modifications need to be made to your order please refer to our Order Change Policy for guidance.

** Clean Orders:** Valid PO, valid financials, final signed off approval drawings, complete and final site dimensions and complete finish codes and descriptions.

** Transit Times:**

- **NOT** included in lead times, see the following for Transit Time by Zone:
- **Holland Transit Map**
- **Brook Transit Map**

** Multiple Products:** Order will be scheduled to longest lead time unless you move it onto its own DG

** Non-Catalogs:** Contact your Haworth Customer Service Specialist before making commitments

** Rush Orders:** 10 business days

** Mockups:**

- **See Mockup Lead Time Guide**
- or call 616-393-1178

** Acknowledgments:**

- **24-48 hours for normal orders**
- 48 hours for COM’s and Walls
- **72 hours for HHE and Haworth Collection**
- 24-96 hours for BuzzIspace

** Master Lock Series Guide:** 2-3 days

** Standard Keys:** 2-3 days

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

(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.
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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.
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
  - Casegood 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 mechanisms¹
  - 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)²
  - Improv and X-99 gel arm caps
  - work tools and systems accessories (e.g. laptop holders and footrests)
  - Jump™ height adjustable product mechanisms¹

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

² The tempering process for glass results in stronger glass and allows it to fracture into smaller, less harmful pieces when it breaks. Tempered glass often is referred to as “safety glass” because of this breakage feature. Although stronger, it is still important to handle tempered glass with care and avoid impact damage. Small impurities introduced during the tempering process or damage to edges during handling or use can result in spontaneous glass breakage at unpredictable times and are excluded from warranty coverage.
Three (3) Years. The following Covered Products have a 3-year warranty period:

- Power Base AI Electrical product
- 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 ² 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

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

Two (2) Years.

- gas cylinders

One (1) Year.

- Thermofoil and Kydex arm caps
- Thermofoil tops
- central locking casters
- recliner and lift chair motors
- motion mechanisms
- heat/massage
- recliner options
- 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

- **Three (3) Years.**
  - GAN products
  - JANUS et Cie seating frames and table frames (excludes cushions, fabrics, frame finish, and glass)

- **Five (5) Years.**
  - Cappellini products manufactured in North America
  - Haworth products imported from Europe unless noted for shorter terms
  - Pablo Designs products

- **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]
REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN
RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

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

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

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

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

| Company Name: | Haworth, Inc. |

Please indicate if your company is any of the following:

___ MBE  ___ WBE  ___ SBE  ___ None of the above

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

Agency Certifying:  Effective Date:  Expiration Date:

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

Full response on following page

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

Full response on following page

[Form continues on next page]
List below all MWSBEs that you intend to subcontract to while performing the Services:

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Description of work or materials</th>
<th>Indicate either &quot;M&quot;, &quot;S&quot;, and/or &quot;W&quot;</th>
<th>City Vendor #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Synergy Installation Solutions</td>
<td>Installation services</td>
<td>W</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Full response, including a complete list of MWSBEs within our national dealer network, is listed on following pages.

<table>
<thead>
<tr>
<th>Total MBE Utilization</th>
<th>0  %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total WBE Utilization</td>
<td>10  %</td>
</tr>
<tr>
<td>Total SBE Utilization</td>
<td>0   %</td>
</tr>
<tr>
<td>Total MWSBE Utilization</td>
<td>10  %</td>
</tr>
</tbody>
</table>

Representative (signed):  

8-5-19  

Date  

Matthew Cool  

Representative Name
Identify outreach efforts that **were employed** by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal.
While Haworth is neither a small business nor minority-owned, we have programs in place to foster and implement supplier diversity. We sell and distribute our product through a robust network of certified dealers, most of which are small businesses, and many of which fall under MWVBE classifications including MBE, WBE, VBE, and SDVOSB. In addition, Haworth actively seeks to increase the participation of minority, women-owned, and service disabled veteran-owned businesses in our procurement process. We have an annual goal of striving for a minimum of 10% of dollars spent with minority suppliers, and we track these figures monthly.

Identify outreach efforts that **will be employed** by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal.
We are committed to identifying, developing, and working with diverse dealerships and other MWSBE suppliers and will continue current outreach efforts that will help our clients meet their own diverse spend objectives.

**List below all MWSBEs that you intend to subcontract to while Performing the Services:**
For services to the City of Charlotte, Haworth and its dealer PMC Commercial Interiors will partner with woman-owned firm, Synergy Installation Solutions in Charlotte, NC.

For services to other OMNIA Partners public agencies nationally, a complete listing of all MWSBEs within our national dealer network is included on the following page. All dealers will provide standard dealer services, including (but not limited to) design and specification, product management, order services, installation, warranty and other post-installation. Further, all Haworth dealers have the ability to subcontract with MWSBE businesses in their areas, increasing OMNIA Partners' ability to meet its minority spend objectives, however, as our dealers are independently owned and operated, we do not have access to the list of vendors with whom they may subcontract.
<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Description of Work</th>
<th>Indicate either &quot;M,&quot; &quot;S,&quot; and/or &quot;W&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Office Group, San Francisco and San Jose, CA</td>
<td>Standard Services</td>
<td>M</td>
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<tr>
<td>Western Contract, Rancho Cordova, CA</td>
<td>Standard Services</td>
<td>S</td>
</tr>
<tr>
<td>Accent Office Interiors, Tallahassee, FL</td>
<td>Standard Services</td>
<td>W, S</td>
</tr>
<tr>
<td>JC White Architectural Interiors, Miramar, FL</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Turnerboone Contract, Atlanta, GA</td>
<td>Standard Services</td>
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<tr>
<td>Illini Supply, Forsyth, IL</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Kayhan International, Ltd, Schaumburg, IL</td>
<td>Standard Services</td>
<td>M, W</td>
</tr>
<tr>
<td>Louer Facility Planning, Collinsville, IL</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Commercial Office Environments, Indianapolis, IN</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>encompas, Wichita, KS</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>InterSpace Ltd., Lexington, KY</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Office Environment Company, Louisville, KY</td>
<td>Standard Services</td>
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<tr>
<td>KV Workspace, Mandeville, LA</td>
<td>Standard Services</td>
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<tr>
<td>ISCG, Royal Oak, MI</td>
<td>Standard Services</td>
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<td>SPACE, Inc., Midland, MI</td>
<td>Standard Services</td>
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<tr>
<td>encompas, Kansas City, MO</td>
<td>Standard Services</td>
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</tr>
<tr>
<td>encompas - Nebraska, Omaha, NB</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Image Office Environments, Mountainside, NJ</td>
<td>Standard Services</td>
<td>C</td>
</tr>
<tr>
<td>Meadows Office Furniture of NJ, Fairlaw, NJ</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Meadows Office Furniture, New York, NY</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Elements IV Interiors, Dayton, OH</td>
<td>Standard Services</td>
<td>M, S</td>
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<tr>
<td>King Business Interiors, Inc., Columbus, OH</td>
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<td>W</td>
</tr>
<tr>
<td>RCF Group, West Chester and Cleveland, OH</td>
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<td>M</td>
</tr>
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<td>BurkeMICHAEL+, Pittsburgh, PA</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Miller's of Columbia, Inc., Columbia, SC</td>
<td>Standard Services</td>
<td>W, S</td>
</tr>
<tr>
<td>Built for Dreams, Lubbock, TX</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Business Interiors of Texas, Corpus Christi, TX</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Facility Interiors, Carrollton, Dallas, Austin, Houston, TX</td>
<td>Standard Services</td>
<td>M</td>
</tr>
<tr>
<td>Facilities Connection, El Paso, TX</td>
<td>Standard Services</td>
<td>W</td>
</tr>
<tr>
<td>Omnifics, Alexandria, VA</td>
<td>Standard Services</td>
<td>M</td>
</tr>
<tr>
<td>Great Spaces, LLC, Seattle, WA</td>
<td>Standard Services</td>
<td>S</td>
</tr>
<tr>
<td>Capitol Business Equipment, Inc., Charleston, WV</td>
<td>Standard Services</td>
<td>W</td>
</tr>
</tbody>
</table>
MWSBE - SUPPLEMENTAL INFORMATION

PMC will subcontract with Synergy Installation Solutions, a Woman-owned, HUB certified business. Synergy is a leader in its field, with a 25 year history serving customers in Charlotte. With divisions also in Atlanta, Georgia and Detroit, Michigan, it is their mission to provide clients with the ultimate experience in installation services. They are committed to setting the standard for excellence in their industry in providing delivery, installation, long-term support services and customer satisfaction.

Synergy shares PMC’s philosophy of doing whatever it takes to meet customers’ goals and they have worked together in the past with outstanding results. Synergy works with a focus and level of professionalism under a mandate of business ethics and moral standards. Their factory-trained and uniformed installers guarantee the results their customers expect. Synergy will provide lead installation services on all City of Charlotte projects, with PMC providing dealer oversight and supervision.
July 24, 2015

Lisa Tarr
Synergy Installation Solutions, LLC.  (Woman Owned)
10709 Granite Street
Suite K
Charlotte, NC 28273

Dear Lisa Tarr:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter, contingent upon submission of your ‘Annual Status Update Affidavit’ each year prior to your certification renewal date. If you fail to submit the ‘Annual Status Update Affidavit’ your HUB Certification shall be Revoked.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. Also, it is important to maintain current contact information such as address, telephone number, and email address in the SWUC Program database.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at www.doa.nc.gov/hub/swuc.htm to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtdc.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Bradley Hicks
Certification Specialist

Mailing Address:
Office for Historically Underutilized Businesses
Department of Administration
1336 Mail Service Center
Raleigh, NC 27699-1336

Location:
Office for Historically Underutilized Businesses
116 West Jones Street
Suit 4109
Raleigh, NC 27603

An Equal Opportunity/Affirmative Action Employer
CBI FORM 4: Letter of Intent

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

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Furniture, Installation and Related Products and Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number:</td>
<td>269-2019-105</td>
</tr>
</tbody>
</table>

To be completed by the Bidder

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>PMC Commercial Interiors</th>
<th>Vendor #:</th>
<th>302855</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>3000 Perimeter Pk., Morrisville, NC 27560</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Mark Storm</td>
<td>Email:</td>
<td><a href="mailto:MarkStorm@pmcworks.com">MarkStorm@pmcworks.com</a></td>
</tr>
<tr>
<td>Telephone:</td>
<td>919-728-4002</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

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

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

**They will provide installation services for products purchased under this agreement.**

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

To be completed by SBE and/or MBE

<table>
<thead>
<tr>
<th>Name of SBE and/or MBE:</th>
<th>Connect Systems Inc.</th>
<th>Vendor #:</th>
<th>300327</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1455 Lindbergh St., Ste 200, Cary, NC 28208</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Kevin DeLaFosse</td>
<td>Email:</td>
<td><a href="mailto:K.DeLaFosse@connectsystemsinc.com">K.DeLaFosse@connectsystemsinc.com</a></td>
</tr>
<tr>
<td>Telephone:</td>
<td>704-399-8900</td>
<td>Fax:</td>
<td>704-399-8600</td>
</tr>
</tbody>
</table>

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

Bidder:

[Signature and Title]

Date: 12-5-19

SBE/MBE Firm:

[Signature and Title]

(Circle one or both)

Owner: Kevin DeLaFosse

Date: 12-5-19

Version 11-2016

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Provide the names and addresses of each certified installer / subcontractor by geographical area (continued)
In addition, most Haworth dealerships have certified and vetted installers on their staff. A full list of our more than 300 US Preferred and Authorized dealers, along with their locations, is included on the following page.

Poppy Lounge and Maari Conference seating
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)
JM Corporation, Richmond
New Day Office Furniture, Inc., Suffolk
Omnifics, Alexandria (8a G, MBE)
Wytheville Office Supply, Inc., Wytheville

WEST VIRGINIA
Capitol Business Equipment, Inc., Charleston (WBE)
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*
Louter Facility Planning, Collinsville (WBE)
*Ridders Business Supply Co., Inc., Quincy*
Stiles Office Solutions, Inc., Carbondale

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

**KANSAS**
ensmapas, Wichita* (WBENC, MBE)

**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)
*Micahon Office Environments, Kalamazoo*
*SPACE, Inc., Midland (WBENC, WOSB, SDB)*

**MINNESOTA**
*Fluid Interiors, Minneapolis*

**MISSISSIPPI**
Weatheralls, Tupelo

**MISSOURI**
encompas, Kansas City* (WBENC, MBE)
*Professional Office Environments, Maryland Heights*

**NEBRASKA**
encompas - Nebraska, Omaha* (WBENC, MBE)

**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*
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, Gardenia
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

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 Stables, Idaho Falls, ID

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycled Content.</td>
<td>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. See Product Environmental Datasheets in Supplemental information following this form.</td>
</tr>
<tr>
<td>Recyclability.</td>
<td>Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams. See Product Environmental Datasheets in Supplemental information following this form.</td>
</tr>
<tr>
<td>Biodegradability.</td>
<td>Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable. n/a - See complete response on Supplemental sheets following this form.</td>
</tr>
<tr>
<td>Compostability.</td>
<td>Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable. n/a - See complete response on Supplemental sheets following this form.</td>
</tr>
<tr>
<td>Energy Consumption.</td>
<td>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. See complete response on Supplemental sheets following this form.</td>
</tr>
<tr>
<td>Energy Efficiency.</td>
<td>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. n/a</td>
</tr>
<tr>
<td>Water Efficiency.</td>
<td>Eligible products must meet or exceed the Environmental Protection Agency’s WaterSense program, or be water-efficient or low-flow fixtures. n/a</td>
</tr>
<tr>
<td>Low VOCs.</td>
<td>See complete response on Supplemental sheets following this form.</td>
</tr>
<tr>
<td>Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.</td>
<td>See complete response on Supplemental sheets following this form.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| **Reduced Packaging.**  
Please include any efforts made to reduce the packaging of the products included in this proposal. | See complete response on Supplemental sheets following this form. |
| **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.  
Haworth is committed to providing our customers with products that support safe and healthy environments, and to a policy of material chemistry transparency. All Haworth-owned manufacturing facilities are ISO 14001 and 9001 certified.  
See our complete response on Supplemental sheets following this form. | |
| **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). | See complete response on Supplemental sheets following this form. |
| **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). | See complete response on Supplemental sheets following this form. |
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.

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

<table>
<thead>
<tr>
<th>Product</th>
<th>Energy Consumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compose</td>
<td>5,300 MJ</td>
</tr>
<tr>
<td>Hop HAT</td>
<td>3,400 MJ</td>
</tr>
<tr>
<td>Hop Benching</td>
<td>2,800 MJ</td>
</tr>
<tr>
<td>Jive</td>
<td>availability mid-August</td>
</tr>
<tr>
<td>Maari Conference</td>
<td>1,470 MJ</td>
</tr>
<tr>
<td>Maari Side</td>
<td>1,020 MJ</td>
</tr>
<tr>
<td>Maari Stool</td>
<td>1,100 MJ</td>
</tr>
<tr>
<td>Masters</td>
<td>4,930 MJ</td>
</tr>
<tr>
<td>Planes HAT</td>
<td>2,530 MJ</td>
</tr>
<tr>
<td>Poppy Lounge</td>
<td>2,380 MJ</td>
</tr>
<tr>
<td>Soji</td>
<td>2,120 MJ</td>
</tr>
<tr>
<td>Very</td>
<td>2,480 MJ</td>
</tr>
<tr>
<td>Very Stacker</td>
<td>570 MJ</td>
</tr>
</tbody>
</table>
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.
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.
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).


   6.1. 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.

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

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;

2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

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

X I hereby certify as stated above:

Matthew Corl
(Print Name)
Manager business segment
Title

Signature
7-15-19
Date

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

(Print Name)
Signature
Title
Date

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES
RFP # 269-2019-105
JUNE 19, 2019
REQUIRED FORM 9 – BYRD ANTI-LOBBYING CERTIFICATION
RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

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

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

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

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

[Signature]
Haworth, Inc.
(Print Name)
Matthew Corl
Authorized Signature
7-15-19
Date

[Signature]
Haworth, Inc.
Company Name
Haworth Center
Address
Holland, MI 49423
City/State/Zip

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES
RFP # 269-2019-105
JUNE 19, 2019
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
Aon Risk Services Central, Inc.
50 Louis Street NW
Suite 200
Grand Rapids MI 49503 USA

**INSUREE**
Haworth International, LTD;
Haworth, Inc. & Subsidiaries;
Thought Stream LLC
One Haworth Center
Holland MI 49423-9576 USA

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
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<td>XSLG711446800</td>
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<td>X VENDOR SUBROC</td>
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<td>X $500,000 SR</td>
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<tr>
<td>GEN AGGREGATE LIMIT</td>
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</tr>
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<td>OTHER</td>
<td>LOC</td>
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</table>

| B AUTOMOBILE LIABILITY | ISA H25266716 | $1,000,000 |
| AUTO | | |
| OWNER DRYD | SCHEDULED AUTOS | |
| AUTO ONLY | HONORED AUTOS ONLY | |
| X TANDEM DRYD | | |

| A X UMBRELLA LIABILITY | XOGG71199721002 | $10,000,000 |
| EXCESS LIMIT | CLAIMS-MADE | |

| B WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY | WLRC66042996 | $1,000,000 |
| ANY PROPRIETOR/FIRM/EXECUTIVE OFFICER REMN | WCUC66043071 | |
| X ALL EMPLOYEES | SCFC66043034 | |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES**

**CERTIFICATE HOLDER**
City of Charlotte
640 East Fourth Street, 8th Floor
Charlotte NC 28202 USA

**CANCELLATION**

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

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of AGO
<table>
<thead>
<tr>
<th>Product Group</th>
<th>Seating</th>
<th>Freestanding</th>
<th>Wood Casegoods &amp; Wood Tables</th>
<th>Flooding/Electrical Architectural Interiors</th>
<th>List Dollar Value</th>
<th>Customer Discount</th>
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</thead>
<tbody>
<tr>
<td>I Regular Lead Time</td>
<td>UniGroup®, PLACES®, UniGroup® Too Adaptable Components</td>
<td></td>
<td></td>
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<td>$1-$100,000</td>
<td>71% Negotiable</td>
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<td>PREMISE®, Compose®, IF</td>
<td>Beside® X Series® Casegoods</td>
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<td>63% Negotiable</td>
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<td>III Regular Lead Time</td>
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<tr>
<td>IV Regular Lead Time</td>
<td>Monaco®, improv®, Look®</td>
<td>X Series® Casegoods</td>
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<td>$1-$25,000</td>
<td>63% Negotiable</td>
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<td>V Regular Lead Time</td>
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<td>VI Regular Lead Time</td>
<td>Patterns™ Reside™ Desking Intuity®, Active Components™</td>
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<td>VII Regular Lead Time</td>
<td>Hello®, ToDo®, Openest®, Poppy™, Riverbend™, Pebble™ Cabana Lounge™</td>
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<td>Masters Series® Suite™</td>
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<td>Cassis™, Candor®</td>
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<td>XIII Regular Lead Time</td>
<td>Very®</td>
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<td>XIV Regular Lead Time</td>
<td>Enclose® Walls Glass</td>
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<td>$1-$100,000</td>
<td>55% Negotiable</td>
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<tr>
<td>XV Regular Lead Time</td>
<td>Haworth Collection - Poltrona Frau®, Cappellini®, Cassina® Haworth Collection- Pablo Designs</td>
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<td>XVI Regular Lead Time</td>
<td>Harbor Work Lounge®</td>
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<td></td>
<td></td>
<td></td>
<td>$1-$50,000 $50,001 or More</td>
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<tr>
<td>XVII Regular Lead Time</td>
<td>Haworth® Health Environments, Atwell™</td>
<td></td>
<td></td>
<td></td>
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<td>$1-$50,000 $50,001 or More</td>
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<tr>
<td>XVIII Regular Lead Time</td>
<td>A Series®</td>
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<td>$1-$50,000 $50,001 or More</td>
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<td>XIX Regular Lead Time</td>
<td>Lively®</td>
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<td>$1-$25,000 $25,001 or More</td>
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<tr>
<td>XX Regular Lead Time</td>
<td>Soji®</td>
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<td></td>
<td>$1-$25,000 $25,001 or More</td>
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<tr>
<td>XXI Regular Lead Time</td>
<td>Workware®, Technology Products</td>
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<td></td>
<td></td>
<td>$1-$10,000 $10,001 or More</td>
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<tr>
<td>XXII Regular Lead Time</td>
<td>Everyday Office (Hop®, Jump®, Jive®, Swivel™)</td>
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<td>$1-$50,000 $50,001 or More</td>
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<tr>
<td>XXIII Regular Lead Time</td>
<td>Ergotron</td>
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<td>XXIV Regular Lead Time</td>
<td>Fern®</td>
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<td>$1-$50,000 $50,001 or More</td>
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<tr>
<td>XXVI Regular Lead Time</td>
<td>Haworth Collection- JANUS et Cie</td>
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<td>$1 or More</td>
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<tr>
<td>XXVII Regular Lead Time</td>
<td>Haworth Collection- GAN</td>
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<td>$1 or More</td>
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<td>XXVIII Regular Lead Time</td>
<td>Buzzispace</td>
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<td>XXIX Regular Lead Time</td>
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<td>$1-$25,000 $25,001 or More</td>
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</tbody>
</table>

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller’s RUSH Programs. See the current price list(s) for a description of the products included in these programs.**

A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.

B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.
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<tbody>
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<td>UniGroup® PLACES® UniGroup® Too Adaptable Components</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1-$100,000 $100,001 or More</td>
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<td>PREMISE® Compose®, if</td>
<td>Beside®</td>
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<td>60% Negotiable</td>
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<tr>
<td>IV Regular Lead Time</td>
<td>Monaco®, Improv®, Look®</td>
<td></td>
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<td></td>
<td></td>
<td>$1-$25,000 $25,001 or More</td>
<td>60% Negotiable</td>
</tr>
<tr>
<td>V Regular Lead Time</td>
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<td></td>
<td>$1-$25,000 $25,001 or More</td>
<td>57% Negotiable</td>
</tr>
<tr>
<td>VI Regular Lead Time</td>
<td>Patterns™ Reside® Desking Intuity®, Active Components™</td>
<td></td>
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<td>$1-$50,000 $50,001 or More</td>
<td>50% Negotiable</td>
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<td>VII Regular Lead Time</td>
<td>Hello®, ToDo®, Openest®, Poppy™, Riverbend™, Pebble™, Cabana Lounge™</td>
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<td></td>
<td></td>
<td>$1-$25,000 $25,001 or More</td>
<td>50% Negotiable</td>
</tr>
<tr>
<td>VIII Regular Lead Time</td>
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<td></td>
<td>Masters Series®, Suite™</td>
<td></td>
<td></td>
<td>$1-$100,000 $100,001 or More</td>
<td>50% Negotiable</td>
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<td>IX Regular Lead Time</td>
<td>Cassis, Candor</td>
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<td>$1-$25,000 $25,001 or More</td>
<td>52% Negotiable</td>
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<td>X Regular Lead Time</td>
<td>Planes®</td>
<td>Compose® Storage</td>
<td></td>
<td></td>
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<td>$1-$50,000 $50,001 or More</td>
<td>55% Negotiable</td>
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<tr>
<td>XI Regular Lead Time</td>
<td>Belong® &amp; Jump®stuff Work Tools</td>
<td></td>
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<td></td>
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<td>$1-$10,000 $10,001 or More</td>
<td>38% Negotiable</td>
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<td>XII Regular Lead Time</td>
<td>Haworth Collection-Haworth®</td>
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<td>$1-$50,000 $50,001 or More</td>
<td>38% Negotiable</td>
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<tr>
<td>XIII Regular Lead Time</td>
<td>Very® Very® Task Zody®</td>
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<td>$1-$25,000 $25,001 or More</td>
<td>52% Negotiable</td>
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<tr>
<td>XIV Regular Lead Time</td>
<td>Enclose® Walls Glass</td>
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<td></td>
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<td>$1-$100,000 $100,001 or More</td>
<td>54% Negotiable</td>
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</table>
**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller’s RUSH Programs. See the current price list(s) for a description of the products included in these programs.**

A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. **DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.**

B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.