NOTICE OF AWARD OF CONTRACT

TO: 

DATE ISSUED: FEBRUARY 27, 2013

SEE CONTRACTORS LIST ATTACHED

CURRENT CONTRACT NO: 606-13

CONTRACT TITLE: OFFICE FURNITURE AND RELATED SERVICES AND SOLUTIONS

PRIOR CONTRACT NO: 28-11

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on DECEMBER 31, 2016.

This is a FOUR year contract with four one-year renewals options.

The contract documents consist of the terms and conditions of Rider Agreements No. 606-13-1, 606-13-2 and 606-13-3, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO FAIRFAX COUNTY NOTICE OF AWARD DATED OCTOBER 10, 2012 (ATTACHED)

ATTACHMENTS:
FAIRFAX COUNTY NOTICE OF AWARD AND ACCEPTANCE AGREEMENTS
RIDER AGREEMENTS 606-13-1 (Knoll), 606-13-2 (Herman Miller) AND 606-13-2 (Haworth)

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: SEE ATTACHED
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: MICHELLE CONGDON
EMAIL: MCONGDON@ARLINGTONVA.US

TELEPHONE NO.: 703-228-7942

CONTRACT AUTHORIZATION
Ivette Gonzalez
Date: 2/27/13
Procurement Officer

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
CONTRACTORS LIST
AGREEMENT 606-13

HAWORTH, INC. (606-13-3)
ONE HAWORTH CENTER
HOLLAND, MI 49423
CONTACT: CYNDI KAMPS
PHONE: 616-393-1645
EMAIL: CYNDI.KAMPS@HAWORTH.COM

HERMAN MILLER, INC. (606-13-2)
855 EAST MAIN AVENUE
P.O. BOX 302
ZEALAND, MI 49464
CONTACT: DAVE GILLMAN
PHONE: 616-654-8375
EMAIL: DAVE_GILLMAN@HERMANMILLER.COM

POs and payments shall be sent at:
Mr. Mike Miller.
Mmiller@americanoffice.com
Cell 202-309-5751

American Office of Washington D.C., Inc.
Suite 1250
1401 New York Avenue, NW
Washington, DC 20005

KNOLL, INC. (606-13-1)
1235 WATER STREET
EAST GREENVILLE, PA 18041
CONTACT: STEVE ROBINSON
PHONE: 202-973-0410
EMAIL: STEVEN_M_ROBINSON@KNOLL.COM
RIDER AGREEMENT NO. 606-13-1

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Knoll, Inc., 1235 Water Street, East Greenville, PA, 18041 ("Contractor"), a Delaware corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. **CONTRACT DOCUMENTS**
The Contract Documents consist of this Agreement, Exhibit A (Fairfax County Request For Proposals No. 2000000330 made available through the U.S. Communities Government Purchasing Alliance), Exhibit B (Fairfax County Acceptance Agreement No. 4400003404 dated October 10, 2012) and Exhibit C (Fairfax County Notice of Award dated October 10, 2012, with pricing schedule) together with any existing exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a contract awarded to the Contractor by Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with Fairfax County, and substituting the phrase "Arlington County", as appropriate, for the phrases "Fairfax County", or "County of Fairfax" wherever those phrases appear in the Contract Documents. The phrases "Fairfax County Board of Supervisors" or "Board of Supervisors" are substituted with "County Board of Arlington County" wherever those phrases appear in the Contract Documents.

Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. **CONTRACT TERM**
The Contractor’s provision of goods and/or services for the County (hereinafter "the Work") shall commence on January 1, 2013 and shall be completed no later than DECEMBER 31, 2016 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, and only if Fairfax County Contract No. 4400003404 is renewed for additional 12-month terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from January 1, 2017 to December 31, 2020 (each such period shall be referred to as a "Subsequent Contract Term").

However, if Fairfax County Contract No. 4400003404 is not renewed, this Agreement shall automatically expire on the date of Fairfax County Contract No. 4400003404’s expiration.
3. **CONTRACT PRICING**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor to the County, as described and required in the Contract Documents, and accepted by the County.

4. **PAYMENT**
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor to the County and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**
The Contractor agrees to provide and/or perform the goods and/or services described in the Contract Documents. The primary purpose of the Work is to provide a complete line of Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products, Support Services and Solutions.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific work set forth in the Contract Documents sufficient to fulfill the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for
such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for
employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected

Rider Agreement 606-13-1
and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys’ fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withhold from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.
16. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Steve Robinson  
Knoll, Inc.  
1235 Water Street  
East Greenville, PA 18041

**TO THE COUNTY:**

Michelle Congdon, Project Officer  
Arlington County, Virginia  
2100 Clarendon Boulevard  
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, VA 22201
19. **ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. **INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. **Workers Compensation** - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/$500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. **Commercial General Liability** - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. **Business Automobile Liability** - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $1,000,000.
f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

h. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract’s number and title.

i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: ____________________________

KNOLL, INC.

AUTHORIZED SIGNATURE: ____________________________

NAME AND TITLE: ____________________________
DATE: ____________________________

Rider Agreement 606-13-1
THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Herman Miller, Inc., 855 East Main Avenue, P.O. Box 302, Zeeland, MI, 49464 ("Contractor"), a Michigan corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Fairfax County Request For Proposals No. 2000000330 made available through the U.S. Communities Government Purchasing Alliance), Exhibit B (Fairfax County Acceptance Agreement No. 4400003403 dated October 10, 2012) and Exhibit C (Fairfax County Notice of Award dated October 10, 2012, with pricing schedule) together with any existing exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement ride a contract awarded to the Contractor by Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax County, and substituting the phrase "Arlington County", as appropriate, for the phrases "Fairfax County", or "County of Fairfax" wherever those phrases appear in the Contract Documents. The phrases "Fairfax County Board of Supervisors" or "Board of Supervisors" are substituted with "County Board of Arlington County" wherever those phrases appear in the Contract Documents.

Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor's provision of goods and/or services for the County (hereinafter "the Work") shall commence on January 1, 2013 and shall be completed no later than DECEMBER 31, 2016 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, and only if Fairfax County Contract No. 4400003403 is renewed for additional 12-month terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from January 1, 2017 to December 31, 2020 (each such period shall be referred to as a "Subsequent Contract Term").

However, if Fairfax County Contract No. 4400003403 is not renewed, this Agreement shall automatically expire on the date of Fairfax County Contract
3. **CONTRACT PRICING**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor to the County, as described and required in the Contract Documents, and accepted by the County.

4. **PAYMENT**
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor to the County and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**
The Contractor agrees to provide and/or perform the goods and/or services described in the Contract Documents. The primary purpose of the Work is to provide a complete line of Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products, Support Services and Solutions.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific work set forth in the Contract Documents sufficient to fulfill the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia
for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in

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conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to
save, defend, hold harmless and indemnify the County, and all of its elected
and appointed officials, officers, current and former employees, agents,
departments, agencies, boards, and commissions (collectively the "County" for
purposes of this section) from and against any and all claims made by third
parties or by the County for any and all losses, damages, injuries, fines,
penalties, costs (including court costs and attorney’s fees), charges,
liability, demands or exposure, however caused, resulting from, arising out
of, or in any way connected with the Contractor’s acts or omissions,
including the acts or omissions of its employees and/or subcontractors, in
performance or nonperformance of the work called for by the Contract
Documents. This duty to save, defend, hold harmless and indemnify shall
survive the termination of this Contract. If, after notice by the County,
the Contractor fails or refuses to fulfill its obligations contained in this
section, the Contractor shall be liable for and reimburse the County for any
and all expenses, including, but not limited to, reasonable attorneys’ fees
incurred and any settlements or payments made. The Contractor shall pay such
expenses upon demand by the County, and failure to do so may result in such
amounts being withheld from any amounts due to Contractor under this
Contract.

14. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor
its employees or subcontractors will, under any circumstances, be considered
employees, servants or agents of the County. The County will not be legally
responsible for any negligence or other wrongdoing by the Contractor, its
employees, servants or agents. The County will not withhold payments to the
Contractor for any federal or state unemployment taxes, federal or state
income taxes, Social Security tax, or any other amounts for benefits to the
Contractor. Furthermore, the County will not provide to the Contractor any
insurance coverage or other benefits, including workers’ compensation,
normally provided by the County for its employees.

15. DISPUTE RESOLUTION
All disputes arising under this Contract, or its interpretation, whether
involving law or fact, or extra work, or extra compensation or time, and all
claims for breach of contract shall be submitted to the Project Officer for
decision at the time of the occurrence or beginning of the work upon which
the claim is based, whichever occurs first. Any such claim shall state the
facts surrounding it in sufficient detail to identify it, together with its
character and scope. In accordance with the Arlington County Purchasing
Resolution, claims denied by the Project Officer may be submitted to the
County Manager in writing no later than sixty (60) days after final payment.
The time limit for final written decision by the County Manager in the event
of a contractual dispute, as that term is defined in the Arlington County
Purchasing Resolution, is fifteen (15) days. Procedures for considering
contractual claims, disputes, administrative appeals, and protests are
contained in the Arlington County Purchasing Resolution, which is
incorporated herein by this reference. A copy of the Arlington County
Purchasing Resolution is available upon request from the Office of the
Purchasing Agent. The Contractor shall not cause a delay in the Work pending
any decision of the Project Officer, County Manager, County Board, or a court
of law.
16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Dave Gillman
Herman Miller, Inc.
855 East Main Avenue
P.O. Box 302
Zeeland, MI 49464

TO THE COUNTY:

Michelle Congdon, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

Rider Agreement 606-13-2
19. **ARLINGTON COUNTY BUSINESS LICENSES**
The Contractor shall comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "ACORD" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C)**
   Coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. **Commercial General Liability** - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. **Business Automobile Liability** - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. **The Contractor** shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $1,000,000.

Rider Agreement 606-13-2
f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

h. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA  22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ________________________________

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: ________________________________

HERMAN MILLER, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Laura Vriesman, Director of Contracts
DATE: 2-19-2013
RIDDER AGREEMENT NO. 606-13-3

THIS RIDDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Haworth, Inc., One Haworth Center, Holland, MI, 49423 ("Contractor"), a Michigan corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Fairfax County Request For Proposals No. 200000330 made available through the U.S. Communities Government Purchasing Alliance), Exhibit B (Fairfax County Acceptance Agreement No. 4400003402 dated October 10, 2012) and Exhibit C (Fairfax County Notice of Award dated October 10, 2012, with pricing schedule) together with any existing exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a contract awarded to the Contractor by Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with Fairfax County, and substituting the phrase “Arlington County”, as appropriate, for the phrases “Fairfax County”, or “County of Fairfax” wherever those phrases appear in the Contract Documents. The phrases “Fairfax County Board of Supervisors” or "Board of Supervisors" are substituted with "County Board of Arlington County" wherever those phrases appear in the Contract Documents.

Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor’s provision of goods and/or services for the County (hereinafter "the Work") shall commence on January 1, 2013 and shall be completed no later than DECEMBER 31, 2016 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, and only if Fairfax County Contract No. 4400003402 is renewed for additional 12-month terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from January 1, 2017 to December 31, 2020 (each such period shall be referred to as a "Subsequent Contract Term").

However, if Fairfax County Contract No. 4400003402 is not renewed, this Agreement shall automatically expire on the date of Fairfax County Contract No. 4400003402’s expiration.

Rider Agreement 606-13-3
3. **CONTRACT PRICING**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor to the County, as described and required in the Contract Documents, and accepted by the County.

4. **PAYMENT**
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor to the County and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**
The Contractor agrees to provide and/or perform the goods and/or services described in the Contract Documents. The primary purpose of the Work is to provide a complete line of Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products, Support Services and Solutions.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific work set forth in the Contract Documents sufficient to fulfill the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for
such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for
employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected
and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys’ fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. **RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. **DISPUTE RESOLUTION**

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.
16. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. **FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. **NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Cyndi Kamps  
Haworth, Inc.  
One Haworth Center  
Holland, MI 49423

**TO THE COUNTY:**

Michelle Congdon, Project Officer  
Arlington County, Virginia  
2100 Clarendon Boulevard  
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, VA 22201
19. **ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. **INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/$500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $1,000,000.
f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

h. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: ____________________________

HAWORTH, INC.

AUTHORIZED SIGNATURE: ____________________________
NAME AND TITLE: Senior Business Resource Consultant
DATE: January 18, 2013
NOTICE OF AWARD

OCT 10 2012

CONTRACT TITLE: Office Furniture and Related Services and Solutions

RFX NUMBER: 2000000330

COMMODITY CODE: 42594

CONTRACT PERIOD: January 1, 2013, through December 31, 2016

RENEWALS: 4 Renewals, 1 year at a time

SUPERSEDES CONTRACT: RQ07-878957-20

CONTRACTORS: SUPPLIER CODE CONTRACT NUMBER

Haworth, Inc.
One Haworth Center
Holland MI 49423
   Contact: Cyndi Kamps
   Telephone: 616-393-1645
   E-Mail: Cyndi.kamps@haworth.com
   Payment Terms: Net 30 days

Herman Miller, Inc.
855 East Main Ave.
P. O. Box 302
Zealand, MI 49464
   Contact: Dave Gillman, Contract Manager
   Telephone: 616-654-8375
   E-Mail: dave_gillman@hermanmiller.com
   Payment Terms: Net 30 days

Knoll, Inc.
1235 Water Street
East Greenville, PA 18041
   Contact: Steve Robinson, Vice President
   Telephone: 202-973-0410
   E-Mail: Steven_M_Robinson@knoll.com
   Payment Terms: Net 30 days

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800-828-1140, Fax: (703) 324-3681
Notice of Award
RFX2000000330
Page 2

PRICES: See Attached

DELIVERY: N/A

FOB: Destination

DPSM CONTACT: George Bright, Contract Specialist
Telephone: 703-324-3215
E-mail: george.bright@fairfaxcounty.gov

ORDERING INSTRUCTIONS:
Any county department may enter a shopping cart into FOCUS indicating the item/service required, the quantity, the payment terms, and the delivery date. The shopping cart must include the contract number in the appropriate field. Requests exceeding the County small purchase order threshold ($10,000) will be routed for approval and a purchase order will be executed.

George Bright, CPPB
Contract Specialist Supervisor

DISTRIBUTION:
Department of Finance – Accounts Payable
Facilities Management Dept. – Rhinda Edwards/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Shirley Dowell/e
U. S. Communities
2033 N. Main St. Suite 700
Walnut Creek, CA 94596
Attn: Corey Irhoff
Mary Pelfrey

Contract Specialist – G. Bright
Asst. Contract Spec. – Team 2
<table>
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<tr>
<th>PRODUCT</th>
<th>List Price</th>
<th>Drop Ship*</th>
<th>Insured Delivery</th>
<th>Basic Installation*</th>
<th>Expanded Installation*</th>
<th>Volume Discounts (Use more columns as necessary)</th>
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<td>Unigrid® NV/W精密型和 F, Unigrid® 8精密型和 F, ADVANCE组件</td>
<td>$1,000,000 $100,001 and up</td>
<td>See Note Below</td>
<td>75%</td>
<td>65% to 68% off list</td>
<td>64% to 68% off list</td>
<td>71% Negotiable</td>
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<td>F, EACER, PREMIER NV/W精密型和 F, Unigrid®组件, Components, Component</td>
<td>$1,000,000 $100,001 and up</td>
<td>See Note Below</td>
<td>58% Negotiable</td>
<td>63% to 65% off list</td>
<td>63% to 65% off list</td>
<td>68% Negotiable</td>
</tr>
<tr>
<td>Aceredix®, Monarch, System 8精密型和 F, System 12精密型和 F, PLACED精密型和 F</td>
<td>$1,000,000 $100,001 and up</td>
<td>See Note Below</td>
<td>59% Negotiable</td>
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<td>60% Negotiable</td>
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<tr>
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<td>$1,000,000 $100,001 and up</td>
<td>See Note Below</td>
<td>60% Negotiable</td>
<td>55% to 57% off list</td>
<td>55% to 57% off list</td>
<td>60% Negotiable</td>
</tr>
<tr>
<td>KUB®</td>
<td>$1,000,000 $100,001 and up</td>
<td>See Note Below</td>
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<td>44% to 50% off list</td>
<td>40% to 50% off list</td>
<td>50% Negotiable</td>
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<tr>
<td>Textile® 450精密型和 F, Florences精密型和 F, Compose精密型和 F, Kinetex精密型和 F, Tempo精密型和 F, Zoo Premium精密型和 F</td>
<td>$1,000,000 $100,001 and up</td>
<td>See Note Below</td>
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<td>50% to 55% off list</td>
<td>50% to 55% off list</td>
<td>50% Negotiable</td>
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<tr>
<td>Jumbiloft®, BRAAVO精密型和 F, Brandy精密型和 F, Euro®精密型和 F, The Hawthorn Collection精密型和 F, BRAAVO精密型和 F</td>
<td>$1,000,000 $100,001 and up</td>
<td>See Note Below</td>
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<td>51% to 52% off list</td>
<td>51% to 52% off list</td>
<td>55% Negotiable</td>
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<tr>
<td>Harmony精密型和 F, VerySoft精密型和 F</td>
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<td>45% to 50% off list</td>
<td>45% to 50% off list</td>
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<tr>
<td>Healthcare精密型和 F</td>
<td>$1,000,000 $100,001 and up</td>
<td>See Note Below</td>
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<td>59% Negotiable</td>
<td>49% to 50% off list</td>
<td>49% Negotiable</td>
</tr>
</tbody>
</table>

**Other Related Products**

| ENDZONE Walls | $1,000,000 $100,001 $500,000 $500,001 and up | See Note Below | 55% Negotiable | 57% Negotiable | 57% Negotiable | 57% Negotiable |
| LIFESPAN Walls | $1,000,000 $100,001 $500,000 $500,001 and up | See Note Below | 56% Negotiable | 59% Negotiable | 59% Negotiable | 59% Negotiable |
| TechTile Flooring | $1,000,000 $100,001 $500,000 $500,001 and up | See Note Below | 62% Negotiable | 62% Negotiable | 62% Negotiable | 62% Negotiable |
| Powerweb | $1,000,000 $100,001 $500,000 $500,001 and up | See Note Below | 60% Negotiable | 62% Negotiable | 62% Negotiable | 62% Negotiable |

**Additional Services and Solutions**

| Installation | $28 | $38 |
| After Hours Installation | $32 | $42 |
| Holidays and Sunday Installation | $36 | $46 |
| Design | $46 | $56 |
| Project Management | $51 | $61 |
| Asset Management | $52 | $62 |
| Refurbishment | $52 | $62 |
| Monthly Fee | $0.95 | $1.00 |
| Storage (per cubic square foot) | $1.85 | $2.00 |

**Other Related Services and Solutions**

| Reconfiguration | $20 | $30 |
| After Hours Installation | $30 | $40 |
| Holidays and Sunday Installation | $56 | $66 |
|---------|------------|-----------|-----------------|--------------------|----------------------|------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------|
| Canvas Office Landscape, Avive Tables | 9/2/2011 | 69 | 67 | 64 | 62 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Herman Miller Eames Tubs (ET101-ET308) | 9/2/2011 | 69 | 67 | 64 | 62 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Thrive | 9/2/2011 | 54 | 52 | 49 | 47 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Ergon 3, Equa 2 | 9/2/2011 | 57 | 55 | 54 | 52 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Passage, My Studio | 9/2/2011 | 50 | 48 | 45 | 43 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Sense Desk | 9/2/2011 | 58 | 56 | 53 | 51 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Meridian Storage, Towers, Desks | 9/2/2011 | 52 | 50 | 47 | 45 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Quadrant B&F Front Lateral Files | 9/2/2011 | 52 | 50 | 47 | 45 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Meridian Peds and Files | 9/2/2011 | 54 | 52 | 49 | 47 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Aeron, Mirra, Celle, Setu, Sayl | 9/2/2011 | 51 | 49 | 46 | 44 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Embody | 9/2/2011 | 49 | 47 | 46 | 44 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Ambi, Capri, Limerick, Aside | 9/2/2011 | 53 | 51 | 50 | 48 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Try. Files, Peds, Storage, Towers, Q Tables | 9/2/2011 | 65 | 63 | 60 | 58 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Carts | 9/2/2011 | 12 | 10 | 7 | 5 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Griger Seating, Tables & Casegoods | 9/2/2011 | 51 | 49 | 46 | 44 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Teno, CLT Tables, Classical, Celeste | 9/2/2011 | 46 | 44 | 43 | 41 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Eames, Aluminum, Shell, Tandem | 9/2/2011 | 46 | 44 | 43 | 41 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Swoop, Burdick Group, Innovative Prods. | 9/2/2011 | 46 | 44 | 43 | 41 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| International | 9/2/2011 | 46 | 44 | 43 | 41 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Collection | 9/2/2011 | 40 | 38 | 37 | 35 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Magis, Mattiazzi | 9/2/2011 | 40 | 38 | 37 | 35 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Eames Molded Plastic & Wire | 9/2/2011 | 40 | 38 | 37 | 35 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |
| Goetz, Stools | 9/2/2011 | 40 | 38 | 37 | 35 | +2 points Negotiable Negotiable | Negotiable Negotiable | Negotiable Negotiable |

**Other Related Products**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SitOnIt Seating</td>
<td>6/1/2012</td>
<td>54.5</td>
<td>52.5</td>
<td>51.5</td>
<td>49.5</td>
<td>+3.5 points Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
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</tbody>
</table>

**First Office Products**

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<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Goods, Seating Tables</td>
<td>5/14/2012</td>
<td>54.7</td>
<td>52.7</td>
<td>49.7</td>
<td>47.7</td>
<td>+5 points Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
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<tr>
<td>STAKS</td>
<td>6/4/2012</td>
<td>54.7</td>
<td>52.7</td>
<td>49.7</td>
<td>47.7</td>
<td>+5 points Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
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<tr>
<td>Pulse</td>
<td>7/2/2012</td>
<td>54.7</td>
<td>52.7</td>
<td>49.7</td>
<td>47.7</td>
<td>+5 points Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
</tr>
<tr>
<td>Interniti</td>
<td>7/15/2012</td>
<td>54.7</td>
<td>52.7</td>
<td>49.7</td>
<td>47.7</td>
<td>+5 points Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
<td>Negotiable Negotiable</td>
</tr>
</tbody>
</table>

* First Office volume discounts are based on customer sell at dock discount, all other products are based on total PO list product value.
<table>
<thead>
<tr>
<th>Additional Services and Solutions</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation</td>
<td>$35.00 - $55.00</td>
</tr>
<tr>
<td>After hours installation</td>
<td>$52.50 - $82.50</td>
</tr>
<tr>
<td>Design</td>
<td>$55.00 - $75.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>$55.00 - $85.00</td>
</tr>
<tr>
<td>Asset Management</td>
<td>$55.00 - $85.00</td>
</tr>
<tr>
<td>Refurbishment*</td>
<td>n/a - n/a</td>
</tr>
<tr>
<td>*HMI or our dealer will work with the customer to determine the best product disposition via our rePurpose program or Trade-In</td>
<td></td>
</tr>
<tr>
<td>Storage - for planning only, actual cost to be quoted; in/out and other services, onsite and/or trailer storage are extra</td>
<td>To Be Quoted</td>
</tr>
<tr>
<td>Monthly Fee (Include any additional options offered)</td>
<td>$1.40/sq. ft - $1.80/sq. ft</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Related Services and Solutions</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reconfiguration</td>
<td>$35.00 - $55.00</td>
</tr>
<tr>
<td>Strategic Planning Services</td>
<td>$100.00 - $150.00</td>
</tr>
<tr>
<td>Occupancy Planning/ CAD Drafter</td>
<td>$60.00 - $85.00</td>
</tr>
<tr>
<td>Build-Out Project Mgt. Services</td>
<td>$90.00 - $110.00</td>
</tr>
<tr>
<td>FF&amp;E Mgt. Services</td>
<td>$90.00 - $110.00</td>
</tr>
<tr>
<td>* Travel expenses will be quoted extra</td>
<td></td>
</tr>
<tr>
<td>Performance Environments - (Ref Attach.)</td>
<td>To Be Quoted</td>
</tr>
</tbody>
</table>

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

**Installation & Delivery Services:**

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

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

**Additional Charges May Apply For:**

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

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

<table>
<thead>
<tr>
<th>Product</th>
<th>List Price</th>
<th>Drop Ship</th>
<th>Inside Delivery</th>
<th>Basic Installation</th>
<th>Expanded Installation</th>
<th>Orders over $600,000 list</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems Furniture:</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Equity</td>
<td>All*</td>
<td>69.5</td>
<td>68.5</td>
<td>61.5</td>
<td>69.5</td>
<td>negotiable</td>
</tr>
<tr>
<td>Morrison</td>
<td>All*</td>
<td>68.5</td>
<td>65.5</td>
<td>60.5</td>
<td>68.5</td>
<td>negotiable</td>
</tr>
<tr>
<td>Reff</td>
<td>All*</td>
<td>68.5</td>
<td>65.5</td>
<td>60.6</td>
<td>68.5</td>
<td>negotiable</td>
</tr>
<tr>
<td>Reuter</td>
<td>All*</td>
<td>68.5</td>
<td>65.5</td>
<td>60.6</td>
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<td>60.6</td>
<td>68.5</td>
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<tr>
<td>Autostrada</td>
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<td>65.5</td>
<td>60.6</td>
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<td>65.5</td>
<td>50.5</td>
<td>68.5</td>
<td>negotiable</td>
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<td>Freestanding Furniture, Seating, Filling Systems and Equipment:</td>
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<td>50.5</td>
<td>68.5</td>
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<td>50.5</td>
<td>68.5</td>
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<tr>
<td>Calibre</td>
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<td>65.5</td>
<td>51.5</td>
<td>69.5</td>
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<td>Essentials Work Chairs</td>
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<td>51.5</td>
<td>69.5</td>
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<td>51.5</td>
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<td>51.5</td>
<td>69.5</td>
<td>negotiable</td>
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<td>RPM Seating</td>
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<td>65.5</td>
<td>51.5</td>
<td>69.5</td>
<td>negotiable</td>
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<tr>
<td>Generation, ReGeneration, Multi-Generation Seating</td>
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<td>65.5</td>
<td>51.5</td>
<td>49.5</td>
<td>negotiable</td>
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<tr>
<td>Moment Seating</td>
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<td>49</td>
<td>44</td>
<td>42</td>
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<td>Graham Collection</td>
<td>All*</td>
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<td>65.5</td>
<td>51.5</td>
<td>49.5</td>
<td>negotiable</td>
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<td>KnollStudio including Spark Seating</td>
<td>All*</td>
<td>52.5</td>
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<td>44.5</td>
<td>42.5</td>
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<td>n/a</td>
<td>n/a</td>
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### Additional Services and Solutions

<table>
<thead>
<tr>
<th>Hourly Rates (A range is acceptable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Union</td>
</tr>
<tr>
<td>Installation</td>
</tr>
<tr>
<td>After hours installation</td>
</tr>
<tr>
<td>Design</td>
</tr>
<tr>
<td>Project Management/Asset Management</td>
</tr>
<tr>
<td>Refurbishment</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Monthly Fee (Include any additional options offered)</td>
</tr>
<tr>
<td>Storage</td>
</tr>
<tr>
<td>Handling Costs</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Other Related Services and Solutions: Hourly Rates

None

Note:
1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
2. Inside Delivery price includes product delivered to the site and unloaded.
3. Basic Installation price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises to client provided receptacle, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunications data 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.
5. Normal Hours and Conditions: Normal Hour rates apply to normal business hours defined as 7:00 a.m. - 5:00 p.m. local time Monday through Friday. Electricity and heat to be provided by client at no charge.
6. After Hours Rate shown for After Hours Installation applies to work performed outside of 7:00 a.m. - 5:00 p.m. local time Monday through Saturday. Work performed on Sunday or Holidays subject to a rate double the normal installation hourly rate quoted.
7. Service Area: Discounts shown (excluding drop ship delivery) apply to non-union installations located within 75 miles of a certified Knoll dealer. A service fee of $200 may apply to delivered / installed prices below $50,000 list of systems furniture and $25,000 list of freestanding furniture, seating, filing systems and equipment. Outside the 75 mile service area, a service fee of $500 may apply to delivered / installed prices below $50,000 list of systems furniture and $25,000 list of freestanding furniture, seating, filing systems and equipment.
8. Terms: All discounts are off Knoll current list price at time of order entry. FOB: Destination. Delivered and installed 90 days after receipt of order. Drop Ship pricing (Table A) and hourly rates would apply to union installations.
9. Volume: Discounts are negotiable for product line discounts of $500,000 list price or greater.
10. Exclusions: Services required outside of the above parameters subject to additional charges. Examples may include: After hours or holiday work; staircase delivery; restricted access to building, elevator, loading dock, or abnormal working conditions; Project Management and Design Services rates would apply to specification and space planning services. Any work requiring installation of data/telecommunications or a licensed electrician is the responsibility of the client.
11. Renewal / Replacement Parts are individual parts that are not included in the published price list. They are individual parts that may be assembled to make the pattern numbers reflected in the Knoll price lists. This may include screws, brackets, paint, etc. typically used in reconfiguration.
Table A: Drop Ship Delivery

<table>
<thead>
<tr>
<th>Product Line</th>
<th>Single Order List Value</th>
<th>Discount from Current Commercial Price List</th>
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</thead>
<tbody>
<tr>
<td>Equity</td>
<td>ALL ORDERS</td>
<td>69.5%</td>
</tr>
<tr>
<td>Morrison</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Reff</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Reuter</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Currents</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>AutoStrada</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Dividends Horizon</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Series 2</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Antenna</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Upstart</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Template</td>
<td>ALL ORDERS</td>
<td>68.5%</td>
</tr>
<tr>
<td>Calibre</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Interaction</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Crinion Open Table</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>KnollExtra</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Chadwick</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Product Line</td>
<td>Single Order List Value</td>
<td>Discount from Current Commercial Price List</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Essentials Work Chairs</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Sapper Seating</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Life</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>RPM</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Generation/ ReGeneration/ MultiGeneration</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Moment</td>
<td>ALL ORDERS</td>
<td>52%</td>
</tr>
<tr>
<td>Graham Collection</td>
<td>ALL ORDERS</td>
<td>59.5%</td>
</tr>
<tr>
<td>Studio Including Spark Seating</td>
<td>ALL ORDERS</td>
<td>52.5%</td>
</tr>
<tr>
<td>Renewal Parts</td>
<td>ALL ORDERS</td>
<td>40%</td>
</tr>
</tbody>
</table>

Knoll Contract Confirmation Numbers:

- C0027765- Direct Orders
- C0032199- Dealer Held Orders
Table A: Drop Ship Delivery

KNOLL, INC. U.S. COMMUNITIES CONTRACT SNAPSHOT

Ordering Address Direct Orders:
Knoll Inc.
c/o Participating Dealer
1235 Water Street
East Greenville, PA 18041

Payment Address- Direct Orders:
Knoll Inc.
P.O. Box 841366
Dallas, TX 75284-1366

Note: Purchase orders can also be issued to local Knoll dealer.

<table>
<thead>
<tr>
<th>SERVICES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To be quoted on a project-by-project basis subject to job conditions at rates as follows:</strong></td>
<td></td>
</tr>
<tr>
<td>Design Services:</td>
<td>Rate is $87.55 per hour</td>
</tr>
<tr>
<td>Storage:</td>
<td>$1.65 per square foot. Handling costs negotiated on a case by case basis at below rates.</td>
</tr>
<tr>
<td>Installation, Project Management, Reconfiguration, and Asset Management Rates:</td>
<td>$70.72-$94.28 per hour non-union</td>
</tr>
<tr>
<td></td>
<td>$140.31-$151.54 per hour union</td>
</tr>
</tbody>
</table>

**Note:**
1. **Drop Ship Delivery** price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery** price includes product delivered to the site and unloaded.
3. **Basic Installation** price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises to client provided receptacle, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. **Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunications 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.
5. **Normal Hours and Conditions:** Normal Hour rates apply to normal business hours defined as 7:00a.m. – 5:00p.m. local time Monday through Friday. Electricity and heat to be provided by client at no charge.
6. **After Hours** Rate shown for After Hours Installation applies to work performed outside of 7:00a.m.-5:00p.m. local time Monday through Saturday. Work performed on Sunday or Holidays subject to a rate double the normal installation hourly rate quoted.
7. **Terms:** All discounts are off Knoll current list price at time of order entry. FOB Destination. Delivered and installed 90 days after receipt of order. Drop Ship delivery pricing (Table A) and hourly rates would apply to union installations.
8. **Volume:** Discounts are negotiable for product line discounts of $500,000 list price or greater.
9. **Exclusions:** Services required outside of the above parameters subject to additional charges. Examples may include: After hours or holiday work; staircase delivery; restricted access to building, elevator, loading dock, or abnormal working conditions. Project Management and Design Services rates would apply to specification and space planning services. Any work requiring installation of data/telecommunications or a licensed electrician is the responsibility of the client.
10. **Renewal / Replacement Parts** are individual parts that are not included in the published price list. They are individual parts that may be assembled to make the pattern numbers reflected in the Knoll price lists. This may include screws, brackets, paint, etc. typically used in reconfiguration.
## Table B: Products and Services

**KNOLL, INC. U.S. CO MMUNITIES CONTRACT SNAPSHOT**

**CONTRACT #:**

**DELIVERY:** 90 DAYS, FOB DESTINATION PRODUCTS AND SERVICES

**PAYMENT TERMS:** NET 30 DAYS

**TERM:** JANUARY 1, 2013-DECEMBER 31, 2016

<p>| Product Discounts Including Services, Discounts from Current Commercial Price List |
|-----------------------------------|-----------------|-----------------|-----------------|-----------------|</p>
<table>
<thead>
<tr>
<th>Product:</th>
<th>Minimum List Price</th>
<th>Inside Delivery*</th>
<th>Basic Installation*</th>
<th>Expanded Installation*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Furniture Systems Discounts:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity</td>
<td>$50,000</td>
<td>66.5</td>
<td>61.5</td>
<td>59.5</td>
</tr>
<tr>
<td>Morrison</td>
<td>$50,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>Reff</td>
<td>$50,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>Reuter</td>
<td>$50,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>Currents</td>
<td>$50,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>AutoStrada</td>
<td>$50,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>Dividends</td>
<td>$50,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>Series 2</td>
<td>$50,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>Antenna</td>
<td>$50,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td><strong>Freestanding Furniture, Seating, Filing Systems and Equipment:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upstart</td>
<td>$25,000</td>
<td>66.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>Template</td>
<td>$25,000</td>
<td>65.5</td>
<td>60.5</td>
<td>58.5</td>
</tr>
<tr>
<td>Calibre</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Interaction</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Crinion Open Table</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Extra</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Chadwick</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Essentials Work Chairs</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Sapper Seating</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Life</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>RPM</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Generation/Regeneration/ MultiGeneration</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Moment</td>
<td>$25,000</td>
<td>49</td>
<td>44</td>
<td>42</td>
</tr>
<tr>
<td>Product:</td>
<td>Minimum List Price</td>
<td>Inside Delivery</td>
<td>Basic Installation</td>
<td>Expanded Installation</td>
</tr>
<tr>
<td>------------------------------</td>
<td>--------------------</td>
<td>-----------------</td>
<td>--------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Graham Collection</td>
<td>$25,000</td>
<td>56.5</td>
<td>51.5</td>
<td>49.5</td>
</tr>
<tr>
<td>Studio Including Spark Seating</td>
<td>$25,000</td>
<td>49.5</td>
<td>44.5</td>
<td>42.5</td>
</tr>
<tr>
<td>Renewal Parts</td>
<td>all</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Knoll Contract Confirmation Numbers:**
- C0027765- Direct Orders
- C0032199- Dealer Held Orders
**Table B: Products and Services**

**KNOLL, INC. U.S. COMMUNITIES CONTRACT SNAPSHOT**

<table>
<thead>
<tr>
<th>Ordering Address Direct Orders:</th>
<th>Payment Address- Direct Orders:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knoll Inc. c/o Participating Dealer 1235 Water Street East Greenville, PA 18041</td>
<td>Knoll Inc. P.O. Box 841366 Dallas, TX 75284-1366</td>
</tr>
<tr>
<td>Note: Purchase orders can also be issued to local Knoll dealer.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To be quoted on a project-by-project basis subject to job conditions at rates as follows:</strong></td>
</tr>
</tbody>
</table>

| Design Services: | Rate is $87.55 per hour |
| Storage: | $1.65 per square foot. Handling costs negotiated on a case by case basis at below rates. |
| Installation, Project Management, Reconfiguration, and Asset Management Rates: | $70.72-$94.28 per hour non-union $140.31-$151.54 per hour union |

**Note:**
1. **Drop Ship Delivery** price includes product delivery to the site, the purchaser is responsible for unloading.
2. **Inside Delivery** price includes product delivered to the site and unloaded.
3. **Basic Installation** price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises to client provided receptacle, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. **Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infed 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.
5. **Normal Hours and Conditions:** Normal Hour rates apply to normal business hours defined as 7:00a.m. – 5:00p.m. local time Monday through Friday. Electricity and heat to be provided by client at no charge.
6. **After Hours** Rate shown for After Hours Installation applies to work performed outside of 7:00a.m.-5:00p.m. local time Monday through Saturday. Work performed on Sunday or Holidays subject to a rate double the normal Installation hourly rate quoted.
7. "**Service Area:** Discounts shown (excluding drop ship delivery) apply to non-union installations located within 75 miles of a certified Knoll dealer. A service fee of $200 may apply to delivered / installed prices below $50,000 list of systems furniture and $25,000 list of freestanding furniture, seating, filing systems and equipment. Outside the 75 mile service area, a service fee of $500 may apply to delivered / installed prices below $50,000 list of systems furniture and $25,000 list of freestanding furniture, seating, filing systems and equipment.
8. **Terms:** All discounts are off Knoll current list price at time of order entry. FOB: Destination. Delivered and installed 90 days after receipt of order. Drop Ship Delivery pricing (Table A) and hourly rates would apply to union installations.
9. **Volume:** Discounts are negotiable for product line discounts of $500,000 list price or greater
10. **Exclusions:** Services required outside of the above parameters subject to additional charges. Examples may include: After hours or holiday work; staircase delivery; restricted access to building, elevator, loading dock, or abnormal working conditions. Project Management and Design Services rates would apply to specification and space planning services. Any work requiring installation of data/telecommunications or a licensed electrician is the responsibility of the client.
11. **Renewal / Replacement Parts** are individual parts that are not included in the published price list. They are
individual parts that may be assembled to make the pattern numbers reflected in the Knoll price lists. This may include screws, brackets, paint, etc. typically used in reconfiguration.
Haworth, Inc.
One Haworth Center
Holland, MI 49423

Attention: Phil Todd, Director Sales Support
Reference: RFP200000330 – Office Furniture and Related Services and Solutions

Dear Mr. Todd:

ACCEPTANCE AGREEMENT

Contract Number: 4400003402

This acceptance agreement signifies a contract award to Haworth, Inc. in its entirety for Office Furniture and Related Services and Solutions. The period of the contract is from January 1, 2013, through December 31, 2016, with four (4), one (1) year renewal options.

The contract award shall be in accordance with the following:

1) This Acceptance Agreement;

2) The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/cregister.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035
Website: www.fairfaxcounty.gov/dpsm
Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228
MEMORANDUM OF NEGOTIATION
RFP2000000330

The County of Fairfax (hereinafter called the County) and Haworth, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 44000003402. The final contract contains the following items:

a. Fairfax County's RFP2000000330
b. All Addenda
c. Haworth, Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
d. Response to clarifications dated August 7, 2012
e. The Memorandum of Negotiations

The following are to be included in the contract:

1. This contract will begin on January 1, 2013 and terminate on December 31, 2016. Fairfax County reserves the right to renew the contract for four (4) years, one (1) year at a time by mutual agreement.

2. Revised cost Proposal Attachment A – Price Sheet – submitted via e-mail on August 9, 2012.

3. Discounts will remain firm for the duration of the contract. Discounts will be taken from the prices that are effective at the time of the request for a quote or order.

All other prices, terms, and conditions remain the same.

ACCEPTED BY:

[Signature]
Phil Todd, Director Sales Support
Haworth Inc.

[Signature]
Cathy A. Muse, ODPO
Director/County Purchasing Agent

9/20/12
Date

10/9/12
Date
Herman Miller, Inc.
855 East Main Ave
P.O. Box 302
Zeeland, MI 49464

Attention: Dave Gillman, Contract Manager

Reference: RFP2000000330 – Office Furniture and Related Services and Solutions

Dear Mr. Gillman:

**ACCEPTANCE AGREEMENT**

Contract Number: 4400003403

[...]

This acceptance agreement signifies a contract award to Herman Miller, Inc. in its entirety for Office Furniture and Related Services and Solutions. The period of the contract is from January 1, 2013, through December 31, 2016, with four (4), one (1) year renewal options.

The contract award shall be in accordance with the following:

1) This Acceptance Agreement;
2) The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/cregister.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035
Website: www.fairfaxcounty.gov/dpsm
Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228
MEMORANDUM OF NEGOTIATION
RFP2000000330

The County of Fairfax (hereinafter called the County) and Herman Miller, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400003403. The final contract contains the following items:

a. Fairfax County’s RFP2000000330
b. All Addenda
c. Herman Miller, Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
d. Response to clarifications dated August 7, and 8, 2012
e. The Memorandum of Negotiations

The following are to be included in the contract:

1. This contract will begin on January 1, 2013 and terminate on December 31, 2016. Fairfax County reserves the right to renew the contract for four (4) years, one (1) year at a time by mutual agreement.


3. Discounts will remain firm for the duration of the contract. Discounts will be taken from the price books dated September 4, 2012 until new price books are released.

All other prices, terms, and conditions remain the same.

ACCEPTED BY:

John Amrhein, Vice President of Operations & North America Strategy Development
Herman Miller Inc.

10/2/12

Date

Cathy A. Muse, CPPO
Director/County Purchasing Agent

10/9/12

Date
Knoll, Inc.
1235 Water Street
East Greenville, PA 18041

Attention: Steve Robinson, Vice President

Reference: RFP200000330 – Office Furniture and Related Services and Solutions

Dear Mr. Robinson:

**ACCEPTANCE AGREEMENT**

Contract Number: 4400003404

This acceptance agreement signifies a contract award to Knoll, Inc. in its entirety for Office Furniture and Related Services and Solutions. The period of the contract is from January 1, 2013, through December 31, 2016, with four (4), one (1) year renewal options.

The contract award shall be in accordance with the following:

1) This Acceptance Agreement;

2) The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/cregister.

Cathy A. Muse, CPPO
Director/County Purchasing Agent
MEMORANDUM OF NEGOTIATION
RFP2000000330

The County of Fairfax (hereinafter called the County) and Knoll, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400003404. The final contract contains the following items:

a. Fairfax County's RFP2000000330
b. All Addenda
c. Knoll, Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
d. Response to clarifications dated August 8, and 9, 2012
e. The Memorandum of Negotiations

The following and are to be included in the contract:

1. This contract will begin on January 1, 2013 and terminate on December 31, 2016. Fairfax County reserves the right to renew the contract for four (4) years, one (1) year at a time by mutual agreement.


All other prices, terms, and conditions remain the same.

ACCEPTED BY:

Steven M. Robinson, Vice President
Knoll Inc.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Date

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035
Website: www.fairfaxcounty.gov/dpsm
Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228