

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**FREE-STANDING MODULAR FURNITURE AND INSTALLATION SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**GOFORTH & MARTI dba G/M BUSINESS INTERIORS**



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This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GOFORTH & MARTI, a California corporation, dba G/M BUSINESS INTERIORS, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in the Regional Cooperative Agreement Contract # RCA-017-22010154 between the County of Orange and Goforth & Marti dba G/M Business Interiors (herein referred to as "RCA") set forth in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 14, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed five million dollars (\$5,000,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless

otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the period of performance of this Agreement unless they are in accordance with the RCA (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the remit to address noted on the Purchase Order. **This Agreement is intended for use by multiple COUNTY departments which have their own payment processing locations.**

- a) Each COUNTY department/division/agency serviced by CONTRACTOR under this Agreement shall set up separate accounts with the CONTRACTOR. This may include, but not be limited to, providing a correct billing address, accounts payable contact representative, etc.
- b) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PSA-0004702); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- c) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If

any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

## **5. Termination**

**5.1** COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.



**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

CONTRACTOR is required to maintain a current valid DIR registration status throughout the period of performance of this Agreement. It is the CONTRACTOR's responsibility to provide proof of DIR registration to COUNTY each fiscal year within ten (10) days of renewal.

**13. Use By Other Political Entities**

[Intentionally Omitted]

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose

other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
Attn: PCS – Furniture Commodity  
3450 14<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501  
Phone: 951-955-4937

**CONTRACTOR**

Goforth & Marti  
dba G/M Business Interiors  
Attn: Mike Akin & Diana Nickell  
1099 West La Cadena Drive  
Riverside, CA 92501  
Phone: (900) 686-6583

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or

certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.5** CONTRACTOR shall indemnify and hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of the RCA.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**23.13** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this



Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By: Joanne Cook  
Joanne Cook  
Procurement Contract Specialist

Dated: Feb 1, 2023

**GOFORTH & MARTI**, a California  
corporation, dba **G/M BUSINESS  
INTERIORS**

By: Laurinda P. Easley  
Laurinda P. Easley  
CEO & Secretary

Dated: 1/31/2023

APPROVED AS TO FORM:  
County Counsel

By: Danielle Maland  
Danielle Mayland  
Deputy County Counsel

## **EXHIBIT A SCOPE OF SERVICES**

### **A1. GENERAL INFORMATION**

**A1.1. Intent:** This Agreement is established for the purchase of furniture as specified herein, furniture installation services and other related services, on an “as needed” basis for departments / agencies / districts throughout the COUNTY. Products shall meet all specifications under this Agreement and CONTRACTOR shall be able to set-up separate accounts and invoice each participating COUNTY department separately.

**A1.2. PREVAILING WAGE** - All or a portion of the services in this Agreement is considered a public works project according to California Labor Code section 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of performance of this Agreement. CONTRACTOR will provide its DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to [www.dir.ca.gov](http://www.dir.ca.gov) as required. CONTRACTOR must also provide a copy of its certified payroll records to COUNTY at the same time those records are provided to the DIR. CONTRACTOR shall pay its employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement in compliance with applicable DIR requirements. CONTRACTOR shall comply with the requirements set forth in Exhibit C, Prevailing Wage Requirements, attached hereto and incorporated herein by this reference.

### **A2. DEFINITIONS**

**A2.1. Authorized Dealer:** A furniture reseller that is authorized by a Manufacturer to distribute and/or resell their products.

**A2.2. Base of Design:** A specific range of manufacturer’s product, design, color, and style that is approved by the COUNTY.

**A2.3. CAD Drawing:** Computer-Aided Design drawing that conveys the architectural design of the materials, processes and dimensions of the space plan. The purpose of a CAD Drawing is to ensure that all compliances are met for a project (e.g. ADA requirements, aisle space, seismic bracing, etc.).

**A2.4. Catalog/Manufacturer Retail Price List:** Catalog/Retail Price list published by a furniture manufacturer.

**A2.5. Consulting/Design Services:** CONTRACTOR shall conduct site visit to determine functionality and current office aesthetics, workplace productivity, design intent, ergonomics, and environmental concerns; provide layout/floor plan/CAD drawing under established budget communicating any and all cost savings methods; assist with selecting materials and finishes; create specifications and prepare preliminary and final proposal for COUNTY approval.

**A2.6. CONTRACTOR Project Manager.** Verify delivery and installation schedule; process and track orders, attend meeting and oversee delivery and installation; complete punch list in a timely manner, communicating any delays in writing to ensure on-time completion of furniture project.

**A2.7. COUNTY Project Manager:** COUNTY department assigned project lead responsible for coordinating furniture projects.

**A2.8. D-34 Classification:** Contractor's State License Board (CSLB) requirement for CONTRACTOR and / or subcontractors to maintain valid and current licensing classification status to perform installations of prefabricated and modular office systems per the California Code of Regulations, Division 8, Title 16, Article 3. Classification. CONTRACTOR is responsible for providing a current and valid copy of the D-34 classification license prior to award and must maintain said license during the entire Agreement term.

**A2.9. E-Catalog:** CONTRACTOR shall have available a list of products, including description and/or photo and prices published in an electronic document form on the internet.

**A2.10. Floorplan/Layout:** A diagram, usually to scale, showing a view from above of the relationship between the physical layout of System and Free-Standing Modular Furniture objects with interior walls, hallways, windows and door locations.

**A2.11. Inside Delivery:** Deliveries made to a building or warehouse that will be the end destination of the ordered product. If the deliveries are to be made in a secure area, CONTRACTOR shall make efforts to contact the location to arrange delivery. CONTRACTOR is to dispose of all packaging from the project location.

**A2.12. Installation:** Installation of Systems and Free-Standing Modular Furniture that require a D-34 classification license to install product/equipment.

**A2.13. Lead Ship Time:** Quantity of time between product order and product ship time from manufacturer.

**A2.14. Manufacturer's Warranty:** Preprinted written warranty published by each individual manufacturer for a particular product and specifically endorsed by manufacturer to COUNTY.

**A2.15. New Products:** Items that have not previously been incorporated into another project or facility.

**A2.16. Pre-Qualified Product Specifications:** Where a specific manufacturer's product is named as the "Basis of Design", to establish the significant quantities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.

**A2.17. Products:** Items purchased using this Agreement for installation on to COUNTY facilities. The term "product" includes the terms "materials," "equipment," "systems," and terms of similar intent.

**A2.18. Reconfiguring:** To re-arrange the elements or setting of current furniture configurations to meet the changing needs of the COUNTY, which shall include consulting and design services and updated floor plan/layout/CAD drawings.

**A2.19. Showroom:** Designated location where CONTRACTOR displays products for viewing and demonstration purposes.

**A2.20. Special Warranty:** Written warranty required by or incorporated into this Agreement, either to extend the time limit provided by manufacturer's warranty or to provide more rights for the COUNTY.

**A2.21. Standard Range:** Where specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, COUNTY will select color, pattern, or texture from manufacturer's product line that will be determined at a later date and should not include premium items.

**A2.22. Free-Standing Modular Furniture and Installation Services:** Under this Agreement, Free-Standing Modular Furniture and Installation Services is defined as the efficient production, delivery and installation of furniture, related products and subsequent services that meets or exceeds all COUNTY, State and Federal requirements.

**A.3. CONTRACTOR REQUIREMENTS:** CONTRACTOR must perform all free-standing furniture, modular furniture systems and installation services to meet Cal-OSHA regulations, Department of Industry, Federal, State and all other applicable laws and regulations, including but not limited to all fire and safety codes.

#### **A4. CONTRACTOR'S RESPONSIBILITIES**

At COUNTY'S request, CONTRACTOR shall be responsible in providing the services described below:

##### **A4.1 Quote Process**

A4.1.1 CONTRACTOR shall provide quotes on all projects and shall receive written confirmation, in a way of a Subordinate Contract or Purchase Order, prior to starting on any project.

A4.2 Quotes for any project must be provided directly to the requesting COUNTY Departments as soon as possible or within one (1) business day from initial call/e-mail/meet.

A4.3 Quotes shall be coordinated and approved directly by each individual Department. All Departments shall follow COUNTY Procurement Guidelines. No further approval from COUNTY Purchasing Department is required.

A4.4 All quotes submitted to COUNTY must include as minimum, but not limited to: 1) Date, 2) Department Name, 3) Requestor's Full Name and Phone Number, 4) Details of the Project, 5) Manufacturer's current and published catalog suggested retail list price, applicable percentage discount and the COUNTY's price, 6) Total price of Project and 7) Estimated date of delivery and completion of project.

A4.5 All quotes shall be invoiced separately and shall be sent directly to each requesting COUNTY Department.

A4.6 COUNTY Departments shall be responsible to submit a copy of the quote with invoice at the time of invoice payment.

A4.7 COUNTY Departments are not required to post quotes on Online Bidding System.

## **A4.2 Services**

A4.2.1 Services include the purchase, delivery, assembly, set-up and installation furniture's seating, workstations, ancillary furnishings including but not limited to offices, conference rooms, training rooms, storage, break areas, collaboration spaces, etc.

A4.2.2 Damage/Insurance Claims: Responsibility for filling and handling of any insurance claims with any freight company lies with the CONTRACTOR.

A4.2.3 Delivery and Installation: CONTRACTOR will be responsible for coordinating all routine and complex deliveries with department COUNTY Project Manager.

A4.2.4 Defective/Damaged Products/Missing Parts: CONTRACTOR shall notify COUNTY of defective/damaged/missing part products prior to delivery and place such products on re-order. CONTRACTOR shall notify COUNTY of lead time on re-ordered products.

A4.2.5 Existing Facility with Showroom: COUNTY may request to visit CONTRACTOR Showroom for viewing and demonstration of products.

## **A4.3 Product**

A4.3.1 Catalog/Manufacturer Retail Price List: CONTRACTOR shall provide catalogs and manufacturer's retail price list at no cost to the COUNTY, as request by COUNTY. CONTRACTOR shall provide updated catalogs that include price lists thirty (30) days in advance of being effective for COUNTY's approval. COUNTY prefers catalogs to be available in e-catalog format. During the period of performance, CONTRACTOR shall provide updated catalogs and manufacturer's price list at no cost to the COUNTY when they become available.

A4.3.2 Household Furniture: CONTRACTOR shall be required to provide quotes for household furniture (i.e., sofas, chairs and ottomans) that are available by manufacturer catalog as needed.

A4.3.3 Missing Parts: At COUNTY's request, CONTRACTOR shall provide usable and good quality loaner furniture for COUNTY's use until missing parts are received and successfully installed to the satisfaction of the COUNTY.

A4.3.4 Order Size: CONTRACTOR may not require a minimum quantity and/or cost per order. CONTRACTOR agrees to supply Contract items. As needed by COUNTY, as quoted discount regardless of size or order.

A4.3.5 Quality of Furniture: All products must show first class workmanship in all phases of construction and shall be free from sharp edges, paint sags, etc., must be resistant to wear and ADA Compliant or merchandise will be rejected at CONTRACTOR's expense.

A4.3.6 Sample Products: The COUNTY may request that chair samples be available to requesting agencies/departments for a period of up to (30) days for evaluation purposes at no cost to the COUNTY and be picked up by the CONTRACTOR upon completion of the evaluation.

A4.3.7 CONTRACTOR must provide written instructions, demonstration video and/or virtual video conference to show staff the use of applicable items such as adjustable seating, adjustable keyboard supports, adjustable height tables, monitor arms, etc. CONTRACTOR must also provide training to all users for all user-adjustable products at the COUNTY's request.

#### **A4.4 Lead Ship Time**

A4.4.1 Quick Ship Program: The CONTRACTOR shall inform COUNTY Departments of available items from the various manufacturers' quick ship program and their lead/ship time.

A4.4.2 Lead Ship Time: Upon order placement, CONTRACTOR shall notify COUNTY of ship time for order placed.

A4.4.3 Manufacturer/Factory Delays: CONTRACTOR shall notify COUNTY of any manufacturer/factory delays. COUNTY reserves the right to cancel orders due to manufacturer/factory delays, if it is in the best interest of the COUNTY. The COUNTY may elect to cancel order and seek equivalent product from another course. The CONTRACTOR shall be held liable for the price difference and the COUNTY may seek damages.

A4.4.4 Partial Shipment: Partial shipments will not be accepted by the COUNTY unless authorized by the COUNTY Project Manager.

#### **A4.5 Warehouse/Store and Inventory Services**

A4.5.1 Warehousing: CONTRACTOR(s) shall have the capacity to provide storage for office furniture ordered by the COUNTY when a project delay occurs. The CONTRACTOR(s) must provide warehousing at no cost to the COUNTY for a minimum of thirty (30) days. If warehousing is still required after 30 days, warehousing charges shall be billed/invoiced according to Exhibit B, Payment Provisions.

A4.5.2 CONTRACTOR shall offer warehouse/storage services for safekeeping of COUNTY property in a depository or guard space available in a warehouse managed by the CONTRACTOR.

A4.5.3 CONTRACTOR's warehouse/storage facility shall meet all current codes, including fire and safety codes and must have 24-hour alarm services and closed-circuit video surveillance.

A4.5.4 CONTRACTOR shall either own or lease a warehouse and shall have access throughout the day. This warehouse facility must be separate from other tenants, secured and have the required fire sprinklers. This facility shall be for the storage of all COUNTY property or other goods at the request of the COUNTY.

A4.5.5 CONTRACTOR shall only provide warehouse/storage services at the request of authorized COUNTY Coordinators. Warehouse/storage charges shall be billed at the rates set forth in Exhibit B, Payment Provisions, and if needed these shall be adjusted accordingly (Daily, weekly, etc.)

A4.5.6 CONTRACTOR shall bill for warehouse/storage facility based on the fees set forth in Exhibit B, Payment Provisions.

A4.5.7 CONTRACTOR shall have available a warehouse person at CONTRACTOR's warehouse/storage facility ready to provide COUNTY Coordinator assistance when needing an inventory item report list.

A4.5.8 CONTRACTOR may be required to provide an inventory list of items stored in warehouse at the request of COUNTY. A quote of how many hours must be presented and approved by COUNTY Coordinator prior to start of project.

A4.5.9 CONTRACTOR shall bill for inventory services at the rates set on Exhibit B, Payment Provisions, under Warehouse person hourly rates. Time shall start upon start of inventory and be rounded to the nearest ¼ hour. No minimum hour billing shall be allowed for inventory count.

A4.5.10 COUNTY may choose to participate during an inventory count at CONTRACTOR's warehouse facility as an observant if requested by authorized COUNTY personnel. CONTRACTOR shall designate a warehouse person to work and coordinate visit with COUNTY Coordinator. Time clock shall start when COUNTY Coordinator arrives at facility and ends when leaving facility.

A4.5.11 CONTRACTOR shall provide inventory list within three (3) business days of initial request by COUNTY Coordinator. COUNTY reserves the right to request for an updated inventory list as needed throughout the term of this Agreement.

A4.5.12 CONTRACTOR's inventory list shall include as a minimum, but not limited to: 1) Department Name, 2) Name and phone number of requestor asking for inventory, 3) Date of storage, 4) Type of Storage (vault, pallet, open storage), 5) Name and phone number of person asking for inventory, 6) Quantities for each item description, 7) Each item description in detail, including colors, sizes (measurement) and item materials, 8) Listing of any other small office items (connectors, fans, etc.), 9) Total number of calendar days in storage and

10) Storage address/location. COUNTY reserves the right to request additional information to meet Department needs, at COUNTY Coordinator's request.

A4.5.13 CONTRACTOR shall be responsible to retrieve inventory from storage at the request of COUNTY Coordinator. When inventory is requested by COUNTY Coordinator, CONTRACTOR shall pull items no later than three (3) business days from initial request, unless other arrangements are made with COUNTY Coordinator.

#### **A4.6 Warranty**

CONTRACTOR must provide warranty information when providing quotes for any and all products.

#### **A4.7 Warranty-Chairs**

All seating purchased against this Agreement will bear a permanent, non-removable label attached under the seat indicating the manufacturer, model number of the chair, date of manufacturer completion date, date of order and warranty at time of seating.

COUNTY reserves the right to revise, remove or add additional requirements/responsibilities.

#### **A4.8 Installation/Assembly**

A4.8.1 Installation services shall include all material tools and labor necessary for acceptance of materials from carrier at ordering departments.

A4.8.2 Any damage to COUNTY property incurred by CONTRACTOR will be repaired at CONTRACTORS' expense and any repairs will not be accepted unless approved by COUNTY.

A4.8.3 If installation is required during evening and weekend hours, at times normally considered "overtime" as provided under state law, CONTRACTOR shall provide an hourly charge and the total estimated time of completion before work is to be done.

A4.8.4 Product ordered must be uncrated, assembled (as applicable) and ready for delivery.

A4.8.5 CONTRACTOR shall pre-inspect furniture for quality, damages and/or completeness or order prior to scheduling delivery.

A4.8.6 CONTRACTOR is responsible for the disposal of all packaging materials from products ordered by the COUNTY off and on COUNTY site.

A4.8.7 Uncrating at location of delivery will not be allowed unless authorized by COUNTY Project Manager in writing.



A4.8.8 Furniture shall be delivered blanket wrapped, unwrapped, assembled, set in place, wiped clean of all fingerprints and function demonstrated to COUNTY Project Manager and/or designee(s).

A4.8.9 CONTRACTOR shall notify COUNTY of any missing parts or manufacturer defects. COUNTY will not accept any defective products or products with missing parts.

A4.8.10 CONTRACTOR will completely responsible for all damages that may occur during delivery and installation. Factory direct shipping/delivery will not be accepted by COUNTY. CONTRACTOR shall ensure delivery site is left in a clean and orderly manner after installation is complete.

A4.8.11 The COUNTY will not take title until installation is complete and to the satisfaction of the COUNTY.

#### **A4.9 Adjustment, Cleaning & Protection**

CONTRACTOR must ensure:

A4.9.1 Installation in progress and adjoining materials in place must be cleaned and protected during handling and installation.

A4.9.2 CONTRACTOR is responsible for ensuring the removal of any soiled spots caused by installation of furnishings.

A4.9.3 All trash and debris must be removed and disposed each day of installation in an appropriate manner.

A4.9.4 Upon completion, CONTRACTOR shall thoroughly clean up areas as mutually agreed with COUNTY Project Manager.

#### **A4.10 Reconfiguration/Re-upholstery of Existing COUNTY Furniture**

At a minimum, CONTRACTOR shall provide reconfiguration services for existing office furniture, which may include de-installing or reinstalling of furniture located on the same floor, between floors, or in different COUNTY buildings, but not limited to:

A4.10.1 CONTRACTOR shall conduct field study for site measurements. Identify conditions of site for obstructions of columns, switches, HVAC vents, etc., validate site condition with design and provide a drawing to COUNTY as specified per requirements and provide COUNTY with direct access to designer(s).

A4.10.2 CONTRACTOR shall review drawings for completeness, accuracy, and proper application of product. Review plan to determine quantity of each panel connection, hinge, two-way, three-way, or four-way connection.

A4.10.3 Coordinate with COUNTY representative for electrical, phone and data installation, and other trades as necessary.

A4.10.4 CONTRACTOR shall coordinate delivery of product to the job sites and schedule with the COUNTY representative time of installation.

A4.10.5 When working on reconfiguration projects, CONTRACTOR shall have the ability to match (manufacturer, style, etc.) and purchase additional product(s) to complete the reconfiguration project faultlessly.

A4.10.6 CONTRACTOR shall offer re-upholstery services to the COUNTY. If and when requested by the COUNTY, CONTRACTOR shall inspect condition of item(s) and prepare a written quote for re-upholstery to include all labor, materials, and any other fees necessary to re-upholster the item(s) requested.

#### **A4.11 Ergonomic Products**

CONTRACTOR shall offer manufacturers that provide furniture that is ergonomically adjustable and prevents injury to users of its furniture. The manufacturer shall have substantial research and resources to support ergonomics product design and provide access to information and resources for users on the adjustments of its furniture (i.e. in-house ergonomist, etc.).

#### **A4.12 Rebates**

A4.12.1 CONTRACTOR shall provide rebates to COUNTY based on Exhibit B, VIII Rebates. A percentage volume rebate based on COUNTY's Net Sales during each annual period, to be paid as a separate transaction.

A4.12.2 CONTRACTOR agrees to extend rebate offers on sales completed through a third-party project, where the deliverables and services are for the County of Riverside.

A4.12.3 CONTRACTOR shall issue a check at the end of each year, within sixty (60) calendar days after the end of each Annual period for the period of performance of the Agreement, unless other arrangements are made between CONTRACTOR and COUNTY Contract Administrator. The check shall be made payable to "**County of Riverside**" and sent to: County of Riverside, Purchasing and Fleet Services, 3450 14<sup>th</sup> Street, Riverside, CA 92501.

A4.12.4 CONTRACTOR shall provide an annual detailed report listing each COUNTY Department's name, delivery orders and listing corresponding expenditures and any other additional information as required with the rebate check throughout the term of this Agreement.

#### **A4.13 Design Services**

A4.13.1 For all COUNTY furniture orders, the design labor dollars required to program and development new furniture plans, furniture colors, materials and finishes, furniture specifications, and subsequent project management required to facilitate a well-managed and efficient jobsite installation will be priced separately from the cost of the furniture.

A4.13.2 CONTRACTOR shall provide precise electrical needs and exact number of electrical circuits required for proper operations of electrical equipment to be used within the furniture.

A4.13.3 CONTRACTOR shall provide COUNTY with direct access to designer(s).

A4.13.4 CONTRACTOR shall provide specific list of furniture components (including name, model, quantity and dimensions) in each design(s); e.g. list of panel tiles, connectors, caps, etc. per particular workstation designs.

#### **A4.14 Space Planning Services**

A4.14.1 In the event that a qualified office furniture CONTRACTOR may offer additional design services, an hourly design rate shall be offered and negotiated with the CONTRACTOR by the COUNTY.

A4.14.2 Additional design services would include, but not be limited to feasibility studies, space plan conceptual modeling, full building finish schedules to include paint schedules, wall finishes, flooring, tile, carpeting, cove base, wallcovering, reflective ceiling plans, reconfiguration planning, move management and technology planning.

A4.14.3 The qualified CONTRACTOR shall have employees that are certified interior designers with National Council for Interior Design Qualification (NCIDQ) or Certified Interior Designer Requirements (CCIDC) certifications with licenses and/or 4-year architectural degrees.

#### **A4.15 Special Project Management**

A4.15.1 CONTRACTOR shall provide project management for future Special Furniture Projects, in coordination with CONTRACTOR's Architects identified by the COUNTY for a Building Retrofit, of which furnishings is a subset. COUNTY desires a partnership, allowing for flexibility and responsiveness during periods involving construction efforts.

A4.15.2 CONTRACTOR shall be responsible for inventorying, refurbishing, designing, space-planning, moving, storing, matching, ordering, validating designs do not obstruct any items listed in Sections **A4.5** and **A4.10.1**, receiving, transporting, delivering, staging, installing, and inspecting furnishings, as indicated, and as needed, throughout the duration of the specific project.

A4.15.3 CONTRACTOR shall provide a dedicated project team for the duration of this project.

**A4.16 Delivery Instructions**

A4.16.1 There are numerous locations throughout the COUNTY that require delivery inside and outside the various COUNTY Department. Contract will be required to make deliveries throughout the County of Riverside as required by department. Each COUNTY Department is responsible to notify CONTRACTOR of delivery locations at time of ordering.

A4.16.2 CONTRACTOR shall be responsible for any parking fees. COUNTY will not provide free parking for delivery services, parking fees will not be reimbursed, and parking passes will not be issued.

A4.16.3 All deliveries must be made and coordinated directly with the requesting COUNTY Department to meet the Department's needs and hours of operation as each department may have different service needs due to facility organization and/or hours of operation.

**A4.17 CONTRACTOR Support Team**

A4.17.1 CONTRACTOR shall provide a support team capable of handling all ordering and related customer service. CONTRACTOR guarantees that the COUNTY Procurement Office will be satisfied with the sales representation for the account and will replace anyone on the team that does not meet the approval of the COUNTY Procurement Office.

A4.17.2 CONTRACTOR shall maintain at CONTRACTOR's expense, a telephone answering system, which, at a minimum provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PST) and an email address to place all requests/orders, as well as a contact name and number for after-hours/24-hour access number for emergency orders. Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to COUNTY Purchasing.

**A5. PRODUCTS/SYSTEMS/MODULAR FURNITURE REQUIREMENTS****A. Selection:**

Selected CONTRACTOR(s) will provide systems/modular furniture that includes, but it's not limited to:

1. Product by a major manufacturer that meets all Occupational Safety and Health Administration (OSHA) standards and regulations, all Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, and all Underwriters Laboratory (UL) requirements.
2. Compliance with specific building and fire code restrictions.
3. Meet all ADA (American Disability Act)/Section 504 requirements of design for all COUNTY buildings installations.
4. Multiple options available including materials, finishes, designs, sizes, functions, etc.
5. Provide ergonomically designed systems.
6. High quality steel lateral files, shelving and storage in various widths and heights.

7. Accessories such as paper management, keyboard trays, pencil drawers and other work tools.
8. Standard and Quick Ship Lead times.

B. Products Minimum Requirements

All CONTRACTOR's shall clearly demonstrate how the proposal products line meets or exceeds the following requirements in their proposal.

1. Systems/Modular Furniture

- a. The complete catalog of all systems/modular furniture, lines, and accessories available from the CONTRACTOR, to include all types of panel based modular componentry which can be customized to accommodate multiple workspace designs and applications. Systems should ideally include data, voice, and electrical cabling management systems withing the system in a racetrack either at the top of the panel or along the bottom of the panel. All pieces of a system should be interchangeable to allow for design and remodel alterations at a future date. All electrical outlets and circuitry must be UL (Underwriters' Laboratories) listed and CSA (Canadian Standards Association) certified.
- b. This description covers office systems/modular furniture designed to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations. The systems/modular furniture shall consist of connecting, structural panels with provisions for mounting a wide range of furniture components, panel supported and/or freestanding work surfaces and drawer pedestals meeting the requirements specified herein.
- c. All panels and components shall be of a design, material, and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearances, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.
- d. The CONTRACTOR shall certify that the items offered, or functionally similar items that will interface with the system offered under the Agreement, shall remain available for a period of ten (10) years from date of shipment.
- e. Panels offered under this description shall include acoustical and non-acoustical, safety glazed, open, tackable, electrified and non-electrified with raceways. Wire management provisions shall be field convertible from powered to non-powered. Fabric is to be mid-grade or better.

- f. All panels offered shall have a maximum smoke development rating of 150 and a maximum flame spread rating of 25 when tested as specified herein. The fabric covering shall be flame resistant.
- g. Acoustical panels shall have a Noise Reduction Co-efficient (NCR) of approximately 0.85 and a Sound Transmission Class (STC) of approximately 40.9. Panels shall be available in a variety of nominal heights and widths ranging from 28" to 80" high and 12" to 72" wide.
- h. Panel raceways shall be designed to provide distribution of electrical, data, and communications cables in one or more raceways that are integral part of the panel. The raceway(s) shall be totally accessible from both sides of the panel through the use of covers that are hinged or operable without the use of tools.
  - The electrical power distribution system shall be integral component of the systems/modular furniture
  - All electrical system components shall be CSA approved.
  - Power shall be supplied from the building wiring system to the systems/modular furniture through base or ceiling feeds.
  - In addition to the power distribution system, the raceway system shall be capable of containing both data and communication cabling equivalent to eight 25-pair category 5 awg (American Wire Gauge) 24 cables without interference from raceway electrical system.
- i. The panel system shall be capable of connecting in a variety of configurations including connection of panels of differing heights and connection of two, three, or four panels from a single point.
- j. The system shall provide for suspending components at varying heights on both sides of the panel. The system shall provide precise alignment of adjacent panels and shall include leveling glides to compensate for uneven floors. A minimum  $\frac{3}{4}$ " adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 1 inch.
- k. The furniture system shall include work surfaces that are panel supported and/or freestanding. When panel supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation.
- l. Top surfaces shall be high-pressure plastic laminate. The top shall be balanced to resist warping, and the underside shall be smoothly finished. Edges shall be vinyl T-molding or self-edge. When self-edging is used, the corners shall be eased.
- m. The system shall include a variety of work surface depths between 18" and 30" and widths between 30" and 72". Dimensions outside these ranges are also acceptable but shall be compatible with panel widths. The furniture system shall include drawer pedestals or individual drawer units that can form pedestals. Types

may include surface mounted, freestanding and mobile pedestals. Freestanding and mobile pedestals shall be designed to allow use beneath a work surface. Finish options for drawer fronts to be metallic paint or wood veneer.

- n. Drawer types shall include pencil or personal drawers, box drawers, and file drawers.
- o. Pedestals shall be available with locks or locking devices. Units may be gang locks or may be individual drawer locks.
- p. The furniture system shall include shelves and cabinets ranging from 2'-0 to 6'-0 widths (minimum). Cabinets shall be provided with a receding door or may be formed from a shelf and separate top and door assembly. Cabinet locks shall be available.
- q. Panel supported lateral files and file bins may be offered. Free standing lateral files specifically designed to be used beneath a work surface may be included. Panel supported lateral files and file bins may be offered. Free standing lateral files specifically designed to be used beneath a work surface may be included.
- r. The furniture systems/modular shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. Articulated arm, task light which are panel mounted, ambient lights and under counter or panel mounted lights are also acceptable. Variable intensity or adjustable task lights are also acceptable. All lights offered shall be CSA approved. Task light shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position.
- s. The CONTRACTOR shall provide, as an integral part of the systems/modular furniture product line, paper management items. These items shall be used for the sorting and organization of letter, legal, ADP printout sized paper and rolled drawings "A" through "E" sheet sizes. These items may be suspended by rails attached to the panel and/or provided as inserts to the pedestal drawers, overhead storage bins, and lateral file drawers.
- t. All dimensions, shapes, etc. illustrated are to describe the typical range of a workstation and components that the COUNTY expects to procure. Specific orders shall be placed with the CONTRACTOR for those items from this Agreement that will meet the actual needs of the project.
- u. Only those components available under the CONTRACTOR's current system/modular furniture product line shall be offered.
- v. The various components (work surfaces, shelves, storage drawers, etc.) shall be positioned in a task related manner within easy reach of station occupant(s). Sufficient panels shall be provided to effectively house the specified components

and to facilitate the indicated tasks. Any components not shown in the illustrations, which are needed to conform to the manufacturer's recommendations for installation shall be included.

- w. Include complete catalogs of all case goods, furniture lines, and accessories available from the CONTRACTOR to include all types of case goods, such as freestanding conventional desks and credenzas and matching pedestals (freestanding) with various drawer and accessory configurations. Included also in this group are computer desks, stationary tables, mobile tables, occasional tables, mobile pedestals, fax/printer stands, screens, cable management devices, mobile filing cabinets, and other innovative/mobile storage cabinets. The complete catalog of all filing systems/modular, freestanding filing cabinets, equipment and accessories available from the CONTRACTOR; to include all types of vertical files, lateral files, high-density storage files, freestanding pedestals, lockers, storage cabinets, and specialized storage. All products offered for this category shall be deemed of commercial grade and must meet or exceed ANSI/BIFMA standards for durability and performance.
- x. All products in the vertical, lateral, high-density storage, and pedestal products must include interlock devices (allowing only a single drawer to be open at one time, precluding the possibility of the unit becoming dis-weighted and tipping over unexpectedly), single locking mechanisms (locking all drawers and doors with one lock), and tectonic devices (to preclude the unit tipping over during earthquakes).
- y. All products in this category must be ANSI/BIFMA rated for commercial grade performance characteristics, functionality, durability and longevity of performance.

## **2. Seating**

- a. The COUNTY requires that all seating offered on contract must have a minimum of five (5) years parts and labor warranty and ten (10) year minimum on all moving/stationary hard surfaces. The complete catalog of chairs and other seating available from the CONTRACTOR; to include desk and task chairs, group/conference room chairs, executive chairs. This category shall also include lounge seating, reception seating, side seating, and stacking seating. Labor is included with repairs.
  - All chairs must meet a minimum weight acceptance of 350 lbs. minimum and have at least five (5) spoke base.
  - All task/office chairs backs are to be ratchet (no post) height adjustment, offer optional adjustment for angle and extra lumbar support.
  - All task/office chair seat pan with depth and tilt adjustment
  - All task/office chair arms will have height adjustment, offer optional adjustments for adjusting away from seat pan, adjustment for



forward/backward, swivel and quick disconnect from chairs.

- b. All desk/task chairs must meet or exceed OSHA program standards. Meet or exceed ANSI (American National Standards Institute) General and Office Ergonomics Standards. Meet or exceed BIFMA (Business Institutional Furniture Manufacturers Associations) G1-2013 Ergonomics Standards.
- c. Loaner chairs must be offered for a minimum of thirty (30) days. The chairs will be brought to that particular site for the employee to sample and picked up by the CONTRACTOR upon completion of the evaluation.

## **A6. COUNTY RESPONSIBILITIES**

**A6.1.** COUNTY Department(s) shall be responsible for creating their own Purchase Orders issued against this Agreement.

**A6.2.** Each COUNTY Department shall appoint a COUNTY Project Manager for each project and/or service order.

**A6.3.** COUNTY Department(s) shall be responsible for creating and amending their Purchase Orders and add or delete facility locations, change hours of operation at a given location, at any time during the period of performance of this Agreement.

**A6.4.** COUNTY Department(s) establishing Purchase Orders against this Agreement shall coordinate their delivery and billing addresses/locations directly with CONTRACTOR.

**A6.5.** COUNTY shall assist CONTRACTOR in obtaining data, including system access, as needed to assist CONTRACTOR.

**A6.6.** COUNTY reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Agreement relative to necessary materials and services.

**A6.7.** COUNTY Project Manager shall ensure CONTRACTOR has necessary access to service locations and facilities.

**A6.8.** COUNTY shall answer questions related to various COUNTY procedures, as needed.

**A6.9.** COUNTY reserves the right to revise, remove or add additional requirements as deemed necessary throughout the period of performance of this Agreement.

**A6.10.** COUNTY Departments may have their own internal policies regarding standardization of furniture, specifications, layouts, etc. and the COUNTY Project Manager will be responsible to clearly communicate those requirements to the CONTRACTOR.

**A7. SECURITY REQUIREMENT** COUNTY operates several secured facilities: most notable are several District Attorney, Fire Department, Probation Department, Sheriff's Office and Airport operated sites. CONTRACTOR and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment on a project due to security requirements for certain facilities covered under this Agreement. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

**A7.1.** CONTRACTOR will provide a list of personnel/employees who will be directly performing tasks associated with the Agreement. CONTRACTOR's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, may be expected to pass two (2) separate background checks performed by the COUNTY Sheriff's Department and the COUNTY Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the CONTRACTOR and approved by COUNTY Site Coordinator. At no time will unauthorized CONTRACTOR employees perform any task associated with this Agreement. If this occurs, the CONTRACTOR will be notified that they have not complied with the terms of this Agreement and are subject to possible termination. The list of all Personnel/Employees working on COUNTY projects shall be submitted prior to the start of a project at a secure location.

**A7.2.** CONTRACTOR shall prepare and submit a Security Clearance form to the COUNTY Site Coordinator for all persons who will be working on or who will need access to secured facilities.

**A7.3.** Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.

**A7.4.** Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

**A7.5.** No person shall be employed on this work who has not received prior clearance from the COUNTY secured facility department.

**A7.6.** The COUNTY is not under any obligation to give a reason clearance is denied.

**A7.7.** The CONTRACTOR shall be responsible to sign in with the COUNTY Site Coordinator or designee, as required. Upon arrival at any secure facility CONTRACTOR shall report to the Central Control Center (Control). CONTRACTOR personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- a) Do not give names or addresses to internees.
- b) Do not receive any names or addresses from internees.
- c) Do not disclose the identity of any internee to anyone outside the facility.

- d) Do not give any materials to internees.
- e) Do not receive any materials from internees (including materials to be passed to another individual or internee).

\*Failure to comply with these requirements is a criminal act and can result in prosecution.

**A7.8.** Any CONTRACTOR personnel/employee(s) engaged in the performance of work under this Agreement at a COUNTY airport location may be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the COUNTY.

“The Federal Aviation Administration (FAA) approved security program for any airport requires that each person issued a security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.

All persons within the restricted air operations areas of the airport are required to display, on their person, a security badge, unless they are specifically exempted for reasons, or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid security badge must immediately be referred to the Sheriff's Department for proper handling.

The security badge is the property of the COUNTY and must be returned upon termination of the project. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Dispatch Center on non-emergency phone number. A report shall be made before a replacement badge will be issued.

**A7.9.** All vehicles parked on-site shall be locked and thoroughly secured at all times.

**A7.10.** All equipment and materials shall remain in CONTRACTOR possession at all times and shall never be left unattended. All or misplaced equipment or materials shall be reported immediately to the (a) security staff or site supervisor in secured detention facilities or (b) the escort or project manager in Sheriff's facilities.

**A7.11.** Personnel shall not smoke or use profanity or other inappropriate language while on-site.

**A7.12.** Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

**A7.13.** Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e. transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

**A7.14.** CONTRACTOR's employee(s) shall be well-disposed to the public and COUNTY staff utilizing the facilities but shall be responsive only to the request of the COUNTY Site Coordinator unless otherwise directed and shall direct all inquiries or request to the COUNTY Site Coordinator.

**EXHIBIT B**

**PAYMENT PROVISIONS**

The prices stated herein shall be consistent with the pricing that is current and effective under the RCA at the time an order is placed.

(SEE FOLLOWING PAGES)

**I. FURNITURE**

<b>ITEM NO.</b>	<b>SERIES</b>	<b>BRAND</b>	<b>ESTIMATED DELIVERY TIME (IN WEEKS)</b>	<b>DISCOUNT OFF LIST</b>	<b>QUICK SHIP OFF LIST</b>
1.	AO1/AO2-Panels/Components	Herman Miller	6-8 Weeks	67.73%	67.73%
2.	Burdick Group	Herman Miller	6-8 Weeks	37.33%	37.33%
3.	Canvas Channel/Dock	Herman Miller	6-8 Weeks	68.27%	68.27%
4.	Canvas Group	Herman Miller	6-8 Weeks	68.27%	68.27%
5.	Canvas Metal Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
6.	Canvas Wood Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
7.	Canvas Office Landscape Metal Desk	Herman Miller	6-8 Weeks	68.27%	68.27%
8.	Canvas Private Office	Herman Miller	6-8 Weeks	68.27%	68.27%
9.	Canvas Wall	Herman Miller	6-8 Weeks	68.27%	68.27%
10.	Canvas Vista	Herman Miller	6-8 Weeks	68.27%	68.27%
11.	Co/Struc	Herman Miller	6-8 Weeks	41.03%	41.03%
12.	Energy Distribution	Herman Miller	6-8 Weeks	66.73%	66.73%
13.	Ergo Comp Furniture	Herman Miller	6-8 Weeks	36.72%	36.72%
14.	Ethospace	Herman Miller	6-8 Weeks	67.73%	67.73%
15.	Generic	Herman Miller	6-8 Weeks	65.78%	65.78%
16.	Healthcare Action Lab	Herman Miller	6-8 Weeks	41.03%	41.03%
17.	Layout Studio	Herman Miller	6-8 Weeks	40.59%	40.59%
18.	Textiles	Herman Miller	6-8 Weeks	66.33%	66.33%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
19.	Autostrada	Knoll	6-8 Weeks	67.67%	67.67%
20.	Antenna	Knoll	6-8 Weeks	67.67%	67.67%
21.	COT	Knoll	6-8 Weeks	67.67%	67.67%
22.	Currents	Knoll	6-8 Weeks	67.67%	67.67%
23.	Dividends	Knoll	6-8 Weeks	67.67%	67.67%
24.	Reff	Knoll	6-8 Weeks	67.67%	67.67%
25.	KBench	Knoll	6-8 Weeks	67.67%	67.67%

**II. FREE-STANDING/MODULAR/CASE GOODS FURNITURE**

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Accessories	Herman Miller	6-8 Weeks	69.23%	69.23%
2.	AGL Tables	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Commend	Herman Miller	6-8 Weeks	56.98%	56.98%
4.	Compass	Herman Miller	6-8 Weeks	41.65%	41.65%
5.	Eames Tables	Herman Miller	6-8 Weeks	63.10%	63.10%
6.	Eames Stone & Outdoor Tables	Herman Miller	6-8 Weeks	47.45%	47.45%
7.	Everywhere	Herman Miller	6-8 Weeks	62.48%	62.48%
8.	Headway Tables	Herman Miller	6-8 Weeks	62.21%	62.21%
9.	Healthcare Carts	Herman Miller	6-8 Weeks	5.84%	5.84%
10.	Healthcare Casework	Herman Miller	6-8 Weeks	35.29%	35.29%
11.	Innovative Products	Herman Miller	6-8 Weeks	36.72%	36.72%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
12.	International Collection	Herman Miller	6-8 Weeks	44.69%	44.69%
13.	Intersect Portfolio	Herman Miller	6-8 Weeks	43.69%	43.69%
14.	Lighting	Herman Miller	6-8 Weeks	67.23%	67.23%
15.	Modern Classics	Herman Miller	6-8 Weeks	39.79%	39.79%
16.	Mora	Herman Miller	6-8 Weeks	46.15%	46.15%
17.	Motia	Herman Miller	6-8 Weeks	60.33%	60.33%
18.	Nelson Basic Cabinet Series	Herman Miller	6-8 Weeks	35.10%	35.10%
19.	Nelson Lighting	Herman Miller	6-8 Weeks	37.10%	37.10%
20.	Nelson Tables	Herman Miller	6-8 Weeks	37.10%	37.10%
21.	Nevi Link Height Adj Bench Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	58.95%	58.95%
22.	Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	58.95%	58.95%
23.	OE1 Boundary	Herman Miller	6-8 Weeks	56.27%	56.27%
24.	OE1 Micro Packs	Herman Miller	6-8 Weeks	58.42%	58.42%
25.	OE1 Storage	Herman Miller	6-8 Weeks	56.27%	56.27%
26.	OE1 Tables & Benching	Herman Miller	6-8 Weeks	58.42%	58.42%
27.	Overlay	Herman Miller	6-8 Weeks	42.45%	42.45%
28.	Plex	Herman Miller	6-8 Weeks	35.80%	35.80%
29.	Prospect	Herman Miller	6-8 Weeks	46.45%	46.45%
30.	Public	Herman Miller	6-8 Weeks	44.69%	44.69%



ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
31.	Q Tables	Herman Miller	6-8 Weeks	55.96%	55.96%
32.	Renew Link	Herman Miller	6-8 Weeks	62.30%	62.30%
33.	Renew Tables	Herman Miller	6-8 Weeks	62.30%	62.30%
34.	Islands	Knoll	6-8 Weeks	49.23%	49.23%
35.	K Base	Knoll	6-8 Weeks	67.17%	67.17%
36.	K Screen	Knoll	6-8 Weeks	68.52%	68.52%
37.	K Stand	Knoll	6-8 Weeks	66.52%	66.52%
38.	Knoll Extra	Knoll	6-8 Weeks	53.76%	53.76%
39.	Knoll Studio	Knoll	6-8 Weeks	46.69%	46.69%
40.	Muuto	Knoll	6-8 Weeks	18.71%	18.71%
41.	Pixel Tables	Knoll	6-8 Weeks	49.49%	49.49%
42.	Propeller	Knoll	6-8 Weeks	48.34%	48.34%
43.	Rockwell Unscripted	Knoll	6-8 Weeks	46.73%	46.73%
44.	Template	Knoll	6-8 Weeks	67.52%	67.52%
45.	Tone	Knoll	6-8 Weeks	68.52%	68.52%
46.	All	Bernhardt	12-14 Weeks	34.19%	34.19%
47.	All	BRC	12-14 Weeks	57.96%	57.96%
48.	All	Coalesse	12-14 Weeks	37.72%	37.72%
49.	All	Creative Wood	12-14 Weeks	35.84%	35.84%
50.	All	Deskmakers	8-10 Weeks	52.44%	52.44%



ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
51.	All	Enwork	8-10 Weeks	56.74%	56.74%
52.	All	ERG	8-10 Weeks	40.12%	40.12%
53.	All	Falcon Products	8-10 Weeks	38.59%	38.59%
54.	All	Forms & Surfaces	12-14 Weeks	Quote	Quote
55.	All	Fulbright	8-10 Weeks	43.55%	43.55%
56.	Casegoods, Tables, Seating	Geiger	12-14 Weeks	39.58%	39.58%
57.	Axon, Domino	Geiger	12-14 Weeks	32.22%	32.22%
58.	All	Global Furniture	8-10 Weeks	40.79%	40.79%
59.	All	Halcon	12-14 Weeks	29.49%	29.49%
60.	Casegoods & Tables	Haskell	12-14 Weeks	33.79%	33.79%
61.	Lateral-Verticals	HBF	12-14 Weeks	33.79%	33.79%
62.	Systems/Peds	Hon	6-8 Weeks	47.36%	47.36%
63.	All	Hon	6-8 Weeks	47.36%	47.36%
64.	All	Hon	6-8 Weeks	47.36%	47.36%
65.	All	In2Design	8-10 Weeks	39.92%	39.92%
66.	All	Janus et Cie	12-14 Weeks	40.79%	40.79%
67.	All	Kannoa	12-14 Weeks	Quote	Quote
68.	All	Krug	8-10 Weeks	43.55%	43.55%
69.	All	Landscape Forms	12-14 Weeks	Quote	Quote
70.	All	Malik	12-14 Weeks	34.79%	34.79%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
71.	All	Maverick	6-8 Weeks	48.53%	48.53%
72.	All	National	8-10 Weeks	52.36%	52.36%
73.	All	Naughtone	8-10 Weeks	40.10%	40.10%
74.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
75.	All	Neocase	12-14 Weeks	32.79%	32.79%
76.	All	Nevers	12-14 Weeks	42.10%	42.10%
77.	All	Nevins	12-14 Weeks	42.35%	42.35%
78.	All	Nienkamper	12-14 Weeks	40.79%	40.79%
79.	All	Nucraft	12-14 Weeks	43.55%	43.55%
80.	All	OFS	8-10 Weeks	50.62%	50.62%
81.	All	Prismatique	12-14 Weeks	33.79%	33.79%
82.	All	Sauder	12-14 Weeks	33.79%	33.79%
83.	All	Smart Desks	12-14 Weeks	33.79%	33.79%
84.	All	SmartSpace	12-14 Weeks	40.79%	40.79%
85.	All	Surface Works	12-14 Weeks	41.08%	41.08%
86.	All	Three H	12-14 Weeks	49.56%	49.56%
87.	All	Tropitone	12-14 Weeks	Quote	Quote
88.	All	Versteel	8-10 Weeks	39.69%	39.69%
89.	All	Virco	8-10 Weeks	49.81%	49.81%
90.	All	Vitra	8-10 Weeks	33.72%	33.72%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
91.	All	Watson	12-14 Weeks	44.74%	44.74%
92.	All	WCI Outdoor	12-14 Weeks	40.79%	40.79%
93.	All	West Coast Industries WCI	12-14 Weeks	38.04%	38.04%
94.	All	West Coast Industries WCI	12-14 Weeks	38.04%	38.04%

### III. FILING/FILING SYSTEMS FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	C-Style Overhead	Herman Miller	6-8 Weeks	64.28%	64.28%
2.	Keys/Locks	Herman Miller	6-8 Weeks	68.23%	68.23%
3.	Meridian Towers	Herman Miller	6-8 Weeks	48.60%	48.60%
4.	Meridian Laterals	Herman Miller	6-8 Weeks	52.47%	52.47%
5.	Meridian Pedestals	Herman Miller	6-8 Weeks	48.60%	48.60%
6.	Meridian Storage Cases/Bookcases	Herman Miller	6-8 Weeks	48.60%	48.60%
7.	Meridian Unity Lateral File	Herman Miller	6-8 Weeks	48.60%	48.60%
8.	Quadrant Storage Towers	Herman Miller	6-8 Weeks	55.96%	55.96%
9.	Tu Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
10.	Tu Pedestals	Herman Miller	6-8 Weeks	60.89%	60.89%
11.	Tu Storage	Herman Miller	6-8 Weeks	60.89%	60.89%
12.	Tu Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
13.	Tu Wood Cases	Herman Miller	6-8 Weeks	60.89%	60.89%
14.	Tu Wood Credenzas	Herman Miller	6-8 Weeks	60.89%	60.89%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
15.	Tu Wood Cubbies	Herman Miller	6-8 Weeks	60.89%	60.89%
16.	Tu Wood Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
17.	Tu Wood Peds	Herman Miller	6-8 Weeks	60.89%	60.89%
18.	Tu Wood Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
19.	Anchor	Knoll	6-8 Weeks	68.02%	68.02%
20.	Calibre	Knoll	6-8 Weeks	57.60%	57.60%
21.	Quoin	Knoll	6-8 Weeks	68.02%	68.02%
22.	All	Aurora	8-10 Weeks	27.65%	27.65%
23.	All	Fire-King	8-10 Weeks	40.79%	40.79%
24.	All	Korden	8-10 Weeks	43.55%	43.55%
25.	All	Lyon Workspace	8-10 Weeks	9.25%	9.25%
26.	All	Magnuson Group	12-14 Weeks	26.65%	26.65%
27.	All	Marathon	12-14 Weeks	Quote	Quote
28.	All	McMurray Stern	12-14 Weeks	Quote	Quote
29.	All	Memo	12-14 Weeks	37.60%	37.60%
30.	All	MergeWorks	12-14 Weeks	40.79%	40.79%
31.	All	RichardsWilcox-	12-14 Weeks	38.92%	38.92%
32.	All	Spacesaver	12-14 Weeks	Quote	Quote
33.	All	SpaceStor	12-14 Weeks	40.79%	40.79%
34.	All	Western Pacific	12-14 Weeks	40.79%	40.79%



**IV. SEATING FURNITURE**

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Aeron Chairs	Herman Miller	6-8 Weeks	50.26%	50.26%
2.	American Leather	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Aside	Herman Miller	6-8 Weeks	47.65%	47.65%
4.	Caper	Herman Miller	6-8 Weeks	47.87%	47.87%
5.	ColourFrom Sofa Group	Herman Miller	8-10 Weeks	35.10%	35.10%
6.	Cosm	Herman Miller	6-8 Weeks	48.65%	48.65%
7.	Eames Molded Plastic & Wire	Herman Miller	8-10 Weeks	40.29%	40.29%
8.	Eames Aluminum	Herman Miller	8-10 Weeks	37.60%	37.60%
9.	Eames Lounge & Classical	Herman Miller	8-10 Weeks	37.33%	37.33%
10.	Eames Tandem	Herman Miller	8-10 Weeks	37.30%	37.30%
11.	Embody	Herman Miller	6-8 Weeks	46.81%	46.81%
12.	Goetz Sofa	Herman Miller	8-10 Weeks	34.80%	34.80%
13.	Hay	Herman Miller	8-10 Weeks	43.24%	43.24%
14.	Keyn	Herman Miller	6-8 Weeks	42.63%	42.63%
15.	Limerick	Herman Miller	6-8 Weeks	44.92%	44.92%
16.	Lino	Herman Miller	6-8 Weeks	47.42%	47.42%
17.	Magis	Herman Miller	6-8 Weeks	37.72%	37.72%
18.	Mirra 2	Herman Miller	6-8 Weeks	50.02%	50.02%
19.	Naughtone	Herman Miller	8-10 Weeks	40.10%	40.10%
20.	Portrait	Herman Miller	6-8 Weeks	33.62%	33.62%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
21.	Pronta	Herman Miller	6-8 Weeks	45.92%	45.92%
22.	Sayl	Herman Miller	6-8 Weeks	48.65%	48.65%
23.	Setu	Herman Miller	6-8 Weeks	46.81%	46.81%
24.	Stools	Herman Miller	6-8 Weeks	35.80%	35.80%
25.	Striad	Herman Miller	8-10 Weeks	37.60%	37.60%
26.	Swoop	Herman Miller	8-10 Weeks	40.44%	40.44%
27.	Valor	Herman Miller	6-8 Weeks	43.10%	43.10%
28.	Verus	Herman Miller	6-8 Weeks	48.65%	48.65%
29.	Whisk	Herman Miller	6-8 Weeks	43.10%	43.10%
30.	Chadwick	Knoll	6-8 Weeks	56.41%	56.41%
31.	Generation	Knoll	6-8 Weeks	56.41%	56.41%
32.	Life	Knoll	6-8 Weeks	56.41%	56.41%
33.	ReGeneration	Knoll	6-8 Weeks	56.41%	56.41%
34.	Remix	Knoll	6-8 Weeks	56.41%	56.41%
35.	Toboggan	Knoll	6-8 Weeks	56.41%	56.41%
36.	K. Lounge	Knoll	8-10 Weeks	50.23%	50.23%
37.	K.Task	Knoll	6-8 Weeks	50.49%	50.49%
38.	Olo	Knoll	6-8 Weeks	51.58%	51.58%
39.	MultiGen	Knoll	6-8 Weeks	53.58%	53.58%
40.	Moment	Knoll	6-8 Weeks	51.49%	51.49%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
41.	All	9 to 5 Seating	6-8 Weeks	51.46%	51.46%
42.	All	Aceray	12-14 Weeks	33.79%	33.79%
43.	All	Allermuir	8-10 Weeks	37.55%	37.55%
44.	All	Allseating	6-8 Weeks	48.99%	48.99%
45.	All	American Seating	8-10 Weeks	39.79%	39.79%
46.	All	Arcadia	8-10 Weeks	47.71%	47.71%
47.	All	Arconas	12-14 Weeks	40.98%	40.98%
48.	All	Borgo	12-14 Weeks	33.79%	33.79%
49.	All	Cab Deco	12-14 Weeks	26.65%	26.65%
50.	All	Cabot Wrenn	12-14 Weeks	33.79%	33.79%
51.	All	Campbell Contract	12-14 Weeks	33.79%	33.79%
52.	All	Cape Contract	12-14 Weeks	33.79%	33.79%
53.	All	Carolina	8-10 Weeks	49.91%	49.91%
54.	All	Cramer	12-14 Weeks	40.79%	40.79%
55.	All	Cumberland	12-14 Weeks	33.79%	33.79%
56.	All	Dauphin	12-14 Weeks	37.94%	37.94%
57.	All	Davis	12-14 Weeks	34.79%	34.79%
58.	All	Dedon	12-14 Weeks	Quote	Quote
59.	All	ECD	12-14 Weeks	54.06%	54.06%
60.	All	Encore	8-10 Weeks	53.22%	53.22%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
61.	All	Faustino's	6-8 Weeks	46.92%	46.92%
62.	All	H Contract	12-14 Weeks	33.79%	33.79%
63.	All	Hightower	12-14 Weeks	27.65%	27.65%
64.	Seating	Hon	6-8 Weeks	47.36%	47.36%
65.	Seating	Humanscale	6-8 Weeks	51.72%	51.72%
66.	Side Seating	Humanscale	6-8 Weeks	43.72%	43.72%
67.	All	JSI	8-10 Weeks	39.92%	39.92%
68.	All	Kusch Co	8-10 Weeks	33.79%	33.79%
69.	All	La Z Boy	8-10 Weeks	36.94%	36.94%
70.	All	Leland	12-14 Weeks	33.79%	33.79%
71.	All	Lesro	8-10 Weeks	41.92%	41.92%
72.	All	Martin Bratrud	12-14 Weeks	36.39%	36.39%
73.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
74.	All	Norix	12-14 Weeks	32.79%	32.79%
75.	All	OCI-Sitwell	8-10 Weeks	47.39%	47.39%
76.	All	Office Master	8-10 Weeks	38.79%	38.79%
78.	All	RFM Seating	8-10 Weeks	49.37%	49.37%
79.	All	Sandler	8-10 Weeks	35.29%	35.29%
80.	All	Segis	8-10 Weeks	35.29%	35.29%
81.	All	Sit On It	6-8 Weeks	51.12%	51.12%



ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
82.	All	Sitmatic	6-8 Weeks	47.92%	47.92%
83.	All	Source International	8-10 Weeks	40.10%	40.10%
84.	All	Spec Furniture	8-10 Weeks	36.79%	36.79%
85.	All	Stylex	8-10 Weeks	35.29%	35.29%
86.	All	Tenjam	12-14 Weeks	40.79%	40.79%
87.	All	Tuohy	12-14 Weeks	35.21%	35.21%
88.	All	Via	6-8 Weeks	49.39%	49.39%
89.	All	Westin-Nielsen	12-14 Weeks	33.79%	33.79%
90.	All	Wieland	12-14 Weeks	38.79%	38.79%
91.	All	Zoom	12-14 Weeks	45.45%	45.45%

**V. LIBRARY/LOBBY AND OTHER FURNITURE**

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Exclave Performance Gear	Herman Miller	6-8 Weeks	44.50%	44.50%
2.	Formwork	Herman Miller	6-8 Weeks	43.69%	43.69%
3.	Intent	Herman Miller	6-8 Weeks	44.92%	44.92%
4.	Objects	Herman Miller	6-8 Weeks	35.10%	35.10%
5.	All	Agati	8-10 Weeks	27.65%	27.65%
6.	All	APCO Signage	8-10 Weeks	Quote	Quote
7.	All	Appenx	6-8 Weeks	44.52%	44.52%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
8.	All	Art Design Resources	6-8 Weeks	Quote	Quote
9.	All	BuzziSpace	8-10 Weeks	29.65%	29.65%
10.	All	Claridge	8-10 Weeks	30.92%	30.92%
11.	All	Clarus	8-10 Weeks	24.79%	24.79%
12.	All	Connectrac	6-8 Weeks	13.10%	13.10%
13.	All	Egan Visual	6-8 Weeks	27.79%	27.79%
14.	All	Environamics	8-10 Weeks	Quote	Quote
15.	All	Framery	8-10 Weeks	Quote	Quote
16.	All	Frasch Acoustical	8-10 Weeks	49.16%	49.16%
17.	All	Games for Fun	8-10 Weeks	Quote	Quote
18.	All	Ghent	6-8 Weeks	40.79%	40.79%
19.	All	GMBI DIV13DIRTT	6-8 Weeks	Quote	Quote
20.	All	Great American Art	8-10 Weeks	Quote	Quote
21.	All	Gressco	12-14 Weeks	Quote	Quote
22.	Task Lights	Humanscale	6-8 Weeks	55.14%	55.14%
23.	All	Keilhauer	12-14 Weeks	40.79%	40.79%
24.	All	Kimball	8-10 Weeks	44.96%	44.96%
25.	All	Koncept Lighting	6-8 Weeks	40.79%	40.79%
26.	All	Krueger Intl KI	6-8 Weeks	38.04%	38.04%
27.	All	Lawrence Metal	6-8 Weeks	15.38%	15.38%
28.	All	Lencore	6-8 Weeks	Quote	Quote

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
29.	All	LightCorp	6-8 Weeks	45.32%	45.32%
30.	All	Loftwall	6-8 Weeks	36.51%	36.51%
31.	All	Nook	6-8 Weeks	Quote	Quote
32.	All	Oscar Industries	6-8 Weeks	Quote	Quote
33.	All	Peter Pepper	6-8 Weeks	35.79%	35.79%
34.	All	Safco	6-8 Weeks	39.72%	39.72%
35.	All	Starin	6-8 Weeks	Quote	Quote
36.	All	Take Form	6-8 Weeks	9.11%	9.11%
37.	All	Tate Access Floors	6-8 Weeks	Quote	Quote
38.	All	Tuuci	8-10 Weeks	33.79%	33.79%

#### VI. ERGONOMIC FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Thrive Global	Herman Miller	6-8 Weeks	53.28%	53.28%
2.	Thrive Portfolio	Herman Miller	6-8 Weeks	50.83%	50.83%
3.	Thrive Portfolio CBS	Herman Miller	6-8 Weeks	50.83%	50.83%
4.	All	GMBI Elevate	3-4 Weeks	64.25%	64.25%
5.	All	ESI	6-8 Weeks	51.83%	51.83%
6.	Cable Management	Humanscale	6-8 Weeks	54.59%	54.59%
7.	CPU Holders	Humanscale	6-8 Weeks	62.32%	62.32%
8.	Ergo Accessories	Humanscale	6-8 Weeks	56.25%	56.25%
9.	HA Counterbalance	Humanscale	6-8 Weeks	47.41%	47.41%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
10.	HA Electric	Humanscale	6-8 Weeks	56.93%	56.93%
11.	HA Worktable Electric	Humanscale	6-8 Weeks	54.04%	54.04%
12.	Keyboard Tray Systems	Humanscale	6-8 Weeks	60.66%	60.66%
13.	Monitor Arms & Access Rails	Humanscale	6-8 Weeks	63.40%	63.40%
14.	Sit/Stand Portable	Humanscale	6-8 Weeks	40.79%	40.79%
15.	Tech Products	Humanscale	6-8 Weeks	54.04%	54.04%
16.	All	Ideas At Work	6-8 Weeks	54.01%	54.01%
17.	All	Right Angle Products	6-8 Weeks	42.85%	42.85%
18.	All	Workrite	6-8 Weeks	45.63%	45.63%

**VII. ADDITIONAL/SPECIAL SERVICES PRICES BELOW**

**A. Reconfiguration and Labor Charges:**

\*Charge for reconfiguring any manufacturer's furniture at the request of the County or in storage including installation and disassemble of furniture. The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	<u>REGULAR HOURS</u> MONDAY - FRIDAY 8:00 AM TO 5:00 PM (PST)	<u>AFTER HOURS</u> MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	<u>SATURDAY</u> ALL DAY	<u>SUNDAY &amp; HOLIDAYS</u> ALL DAY
PREVAILING WAGE PER HOUR	\$49.00	\$59.00	\$59.00	\$69.00
NON-PREVAILING WAGE PER HOUR	\$43.00	\$53.00	\$53.00	\$63.00

\*This shall only apply when reconfiguring existing County furniture.

**B. Design Services: Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES**



	<b><u>REGULAR HOURS</u></b> <b>MONDAY - FRIDAY</b> 8:00 AM TO 5:00 PM (PST)	<b><u>AFTER HOURS</u></b> <b>MONDAY - FRIDAY</b> 5:01 PM - 7:59 AM (PST)	<b><u>SATURDAY</u></b> <b>ALL DAY</b>	<b><u>SUNDAY &amp; HOLIDAYS</u></b> <b>ALL DAY</b>
PREVAILING WAGE PER HOUR	\$55.00	\$55.00	\$55.00	\$55.00
	<b><u>REGULAR HOURS</u></b> <b>MONDAY - FRIDAY</b> 8:00 AM TO 5:00 PM (PST)	<b><u>AFTER HOURS</u></b> <b>MONDAY - FRIDAY</b> 5:01 PM - 7:59 AM (PST)	<b><u>SATURDAY</u></b> <b>ALL DAY</b>	<b><u>SUNDAY &amp; HOLIDAYS</u></b> <b>ALL DAY</b>
NON- PREVAILING WAGE PER HOUR	\$55.00	\$55.00	\$55.00	\$55.00

- C. Space Planning: Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES

	<b><u>REGULAR HOURS</u></b> <b>MONDAY - FRIDAY</b> 8:00 AM TO 5:00 PM (PST)	<b><u>AFTER HOURS</u></b> <b>MONDAY - FRIDAY</b> 5:01 PM - 7:59 AM (PST)	<b><u>SATURDAY</u></b> <b>ALL DAY</b>	<b><u>SUNDAY &amp; HOLIDAYS</u></b> <b>ALL DAY</b>
PREVAILING WAGE PER HOUR	\$75.00	\$75.00	\$75.00	\$75.00
NON- PREVAILING WAGE PER HOUR	\$75.00	\$75.00	\$75.00	\$75.00

- D. Special Project Management: Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

	<b><u>REGULAR HOURS</u></b> <b>MONDAY - FRIDAY</b> 8:00 AM TO 5:00 PM (PST)	<b><u>AFTER HOURS</u></b> <b>MONDAY - FRIDAY</b> 5:01 PM - 7:59 AM (PST)	<b><u>SATURDAY</u></b> <b>ALL DAY</b>	<b><u>SUNDAY &amp; HOLIDAYS</u></b> <b>ALL DAY</b>
PREVAILING WAGE PER HOUR	\$75.00	\$75.00	\$75.00	\$95.00
NON- PREVAILING WAGE PER HOUR	\$75.00	\$75.00	\$75.00	\$95.00

- E. Warehouse Cost: Contractor is to provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Contractor shall list warehousing cost per day, per vault, per pallet, or per square foot.

<b>WAREHOUSING FEES (AFTER 30-DAYS) PER DAY, PER VAULT, PER PALLET, PER SQUARE "FT"</b>	<b>WAREHOUSEMAN HOURLY RATE (AFTER 30-DAYS)</b>
\$95.00 PER BAY 12 X 4 X 6=288 CU FT	\$39.00

F. Additional Product/Services

At the request of Agency/Department(s), Contractor shall submit a written quote for requested goods/services, to include but not be limited to:

1. Express Shipping \*
2. Other Custom Related Services

*\*Delivery shall be coordinated between requesting department(s) and Contractor.*

## VIII. REBATES

Contractor shall provide rebates based on the breakdown listed below on an annual basis through the period of performance of this Agreement. Reference Exhibit A, Scope of Services, Section, A4.12 Rebates.

<b>ITEM NO</b>	<b>AGGREGATE TOTAL</b>	<b>REBATE %</b>
1.	Purchases from \$1.00 to \$999,999.99	1.00%
2.	Purchases exceeding \$1,000,000.00	2.00%
3.	Purchases exceeding \$2,000,000.00	3.00%
4.	Purchases exceeding \$3,500,000.00 or more	4.00%

Herman Miller will provide rebates based on the breakdown listed below to the County on an annual basis upon County purchases of Herman Miller products. This rebate is not for Knoll or other MillerKnoll owned product brands, only Herman Miller products.

<b>ITEM NO</b>	<b>AGGREGATE TOTAL</b>	<b>REBATE %</b>
2.	Purchases of Herman Miller exceeding \$1,000,000.00	1.00%
3.	Purchases of Herman Miller exceeding \$2,500,000.00	3.00%
4.	Purchases of Herman Miller exceeding \$4,000,000.00 or more	5.00%

## IX. MISCELLANEOUS

CONTRACTOR shall provide a quote for items not listed under Exhibit A, Scope of Services, which shall not exceed \$1,000.00 per item.

Miscellaneous items not listed in the Agreement, may be purchased off this Agreement. CONTRACTOR will provide requesting department with quote and process order once the COUNTY department has authorized the order in writing.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and an other costs necessary to provide the item/s requested.

In addition to the commodity requirements and all other terms and conditions provided herein, CONTRACTOR shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically in this Agreement. Failure to follow these procedures fully may delay payment of miscellaneous items.

- A. An authorized COUNTY Department staff member will contact the CONTRACTOR to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.
- B. An authorized COUNTY Department staff must obtain a quote for items on the Agreement if purchased in different quantities than listed on the Agreement.
- C. CONTRACTOR to include all charges in the quote including but not limited to; initial set-up fees and/or color matching fees, rush charges (if applicable) and shipping charges.
- D. If the authorized COUNTY Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The CONTRACTOR under no circumstance shall release or deliver any miscellandous items without a written quote signed by an authorized COUNTY Department staff member, in their possession.
- E. CONTRACTOR must attach with the invoice a copy of the matching quote with the authorized COUNTY Department Staff member signature.
- F. The agency/department shall certify on the invoice that the pices are per the signed quote.

**EXHIBIT C**  
**PREVAILING WAGE REQUIREMENTS**

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

**C1.0. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**C2.0. Payment of Prevailing Rates**

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

**C3.0. Prevailing Rate Penalty**

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.



**C4.0. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

**C5.0. Payroll Records:**

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the

CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

#### **C6.0. Limits of Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

#### **C7.0. Penalty of Excess Hours:**

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each

worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**C8.0. Senate Bill 854** (Chapter 28, Statutes of 2014) Requirements:

**C8.1.** CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- i. The certified payroll must be submitted at least monthly to the Labor Commissioner.
- ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
- iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

**C8.2.** As required by Labor Code 1771.1(a) “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this

section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

## **C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

**C9.1. State Public Works Apprenticeship Requirements:** The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

**C9.2. Compliance with California Labor Code** section 1777.5 requires all public works contractors to:

### **C9.2.1) Submit Contract Award Information (DAS-140)**

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification “announcement” of the CONTRACTOR’s participation on a public works project—it is not a request for the dispatch of an apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

### **C9.2.2) Employ Registered Apprentices**

a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

### **C9.2.3) Make Training Fund Contributions**

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**C9.2.4) Exceptions to Apprenticeship Requirements:** The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

c. When the contractor has a direct contract with the Public Agency that is under \$30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**C9.2.5) Exceptions from Apprenticeship Ratios:** The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**C9.2.6) CONTRACTOR's Compliance:** The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

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