

CONTRACT FOR OFFICE FURNITURE

THIS CONTRACT is being entered into this _____ day of _____, 2011 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and FACILITEQ BUSINESS INTERIORS (hereinafter the "Company") having its principal office located at 817 South Main Street, Las Vegas, Nevada 89101.

SECTION A – Contract Form

The subject matter of this Contract is the provision of office furniture, installation services, and ongoing maintenance and service.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- i. "Award Date" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- ii. "City" means the City of Las Vegas.
- iii. "City Council" means the governing body of the City of Las Vegas.
- iv. "Company" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- v. "Company Representative" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- vi. "Contract" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City and the Company.
- vii. "Deliverable" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.
- viii. "Non-exclusive Contract" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- ix. "Project Manager" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

This is an ordering agreement providing for subsequent individual not-to-exceed Purchase Orders to be issued by the City. All Purchase Orders issued hereunder shall incorporate the terms and conditions of this Contract. Purchase Orders will identify in more detail the specific goods and services to be provided by the Company, the period of performance, and the fees paid for such services.

While the City intends to purchase the majority of its office furniture from the Company during the term of this Contract, the parties agree that the City is under no obligation to place any Purchase Orders under this Contract, and is not obligated to purchase any specific minimum or maximum quantity. This is a Non-Exclusive Contract.

B-3 Prices/Costs

- (a) Pricing shall be based on the price for the goods specified in the Company's current published United States Products catalogs in effect at the time of Company receipt of the Purchase Order for the goods. Discounts from published catalogs are set forth in Exhibit 1, Discount Schedule. The Company guarantees ninety calendar day advance written notice to the City prior to the effective date of any price adjustments to published catalogs. Initial pricing will be that in effect in March 2011. No catalog price increase will be requested prior to February 28, 2012.

- (b) Pricing for labor shall be as shown in Exhibit 2, Labor Rates. Labor for design, installation, inventory management, refurbishing, and service and maintenance shall be quoted and invoiced as a separate line item from pricing for goods.
- (c) The City will place one or more orders under this Contract for the initial installation of furniture in the New City Hall building located at 495 S. Main Street. Orders for the New City Hall project shall be priced as shown in Exhibit 3, New City Hall Pricing Schedule, which reflects additional discounting for volume.
- (d) All prices set forth above include all costs associated with delivering goods to the City, including expenses for unloading, inspection, meeting warranty requirements, and complying with all terms of this Contract. All items shall be delivered F.O.B. Destination. All prices include overhead and profit. This Contract does not provide for the reimbursement of miscellaneous expenses incurred by the Company unless specifically authorized in the Purchase Order.
- (e) The total value of Purchase Orders placed under this Contract shall not exceed \$3,000,000 for the first Contract term. The total value of Purchase Orders placed during any subsequent renewal periods authorized in accordance with Section B-5, below, shall not exceed \$1,200,000 per two-year renewal period.

B-4 Invoices

- (a) The Company shall submit a detailed invoice to the City after delivery of orders, in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices must identify the following items:
 - (i) the date of the invoice and invoice number;
 - (ii) the purchase order and Contract number;
 - (iii) item numbers, descriptions, quantities, unit prices, and discounts taken;
 - (iv) charges for labor;
 - (v) date of shipment or installation.

Invoices for partial shipments shall only include items actually sent in the partial shipment. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

- (b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

The City may place orders against this Contract at any time from Award Date through June 30, 2013. This Contract may be renewed for three additional two-year periods by mutual agreement of the parties as evidenced by a Contract Modification executed in accordance with Section E-14, Modification/Amendment.

The City reserves the right to temporarily extend this Contract up to one hundred eighty calendar days from the expiration date of the Contract. Such temporary extension shall be at the sole discretion of the City.

The period of performance for each Purchase Order issued will be defined in the Purchase Order.

SECTION C – Statement of Work

C-1 General

This Contract provides for the purchase and installation of office furniture. Purchase will be made by the City through the issuance of individual Purchase Orders for goods listed within the Company's catalogs and priced according to the applicable unit pricing or discounts specified in Exhibits 1 or 3 to this Contract, and for labor priced according to the applicable pricing in Exhibit 2 to this Contract.

C-2 New Goods

- (a) The Company guarantees that, unless otherwise specified by the City in accordance with paragraph (b) below, goods provided to the City shall be new and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials. "New" means that the items are made up completely of unused genuine original parts, however recycled raw materials are acceptable and encouraged. The items shall not have been used for any purpose other than routine operational testing.
- (b) Refurbished Goods: Demonstration or reconditioned equipment is not acceptable unless offered at a discount and approved in advance by the Project Manager. The City reserves the right to "blend" new furniture with refurbished or used furniture as appropriate to meet the needs of the project and reduce cost.

C-3 Packaging and Shipping

If goods are purchased for delivery only, the Company shall package all goods in a manner to ensure protection against damage, deterioration and contamination. All goods must be delivered in new shipping containers suitable for shipment and storage. All shipments must meet applicable D.O.T. regulations. Serial numbers (if any) noted on the packing slip must match the serial numbers of the actual goods shipped. Incorrect or questionable documentation may result in rejection of the shipment. Shipments rejected due to the Company's error will be returned at the Company's cost.

All shipments shall include one complete packing list that identifies the complete Purchase Order number, item number(s), item description(s), and quantities. The packing list shall be enclosed in a removable plastic pouch labeled "Packing List Enclosed" and affixed in a readily visible location on the outside of the package.

C-4 Services

- (a) Design: At the City's request, the Company shall develop detailed furniture plans using the City's approved space plans and current workstation standards. Furniture plans shall designate the location for new furniture including general open office systems furniture layout, freestanding furniture, files, chairs, etc. as necessary. The Company shall generate final furniture specifications and assist with final pricing submittal, produce technical drawings for use during installation and attend necessary meetings with project team members from project kick-off through design development and installation to ensure proper implementation. Design services shall be billable as shown in Exhibit 2, Labor Rates.
- (b) Pre-Installation Site Checks: The Company shall perform pre-installation site checks to ensure that the site complies with installation readiness guidelines such as carpet installed, ceiling grid/tile installed, base trim installed, etc. The Company shall furnish a statement to the City defining any problems to be corrected prior to installation of furniture. The City's failure to correct these issues will result in a project delay and/or revised pricing for the applicable Purchase Order. Specific pre-installation site check schedules and requirements shall be coordinated on a case-by-case basis with the Project Manager. The Company shall perform pre-installation site checks at no additional cost to the City.
- (c) Installation: The Company shall provide product installation services as requested. Installation services shall be performed under the following conditions:
 - i. Goods shall be installed according to guidelines established by the manufacturer.
 - ii. Installation shall be performed during normal working hours (between 7 a.m. and 5 p.m., Monday through Friday, excluding Holidays as shown in Section D-5, Holidays).
 - iii. The City shall provide free and clear access to loading docks and elevators, both of which will be the proper size to accommodate modular furniture.
 - iv. Job sites will be free and clear of other trades when possible. When not possible, the Project Manager will assist the Company in coordination efforts.
 - v. All installers shall be factory trained technicians in accordance with manufacturer's recommendations.
 - vi. On completion of installation, the Company shall remove all packing, boxes and waste materials from the site. Additionally, the Company shall clean all furniture surfaces to ensure they are free of debris and fingerprints. The Company shall vacuum the floor area surrounding the installed furniture.

- vii. Should the City require non-standard working conditions or non-standard working hours, installation rates may be negotiated to accommodate the particular scenario. Overtime rates will be billed at 1.5 times the standard hourly rate.
 - viii. The Company shall provide prevailing wage or union labor only at the City's specific request. Rates for prevailing wage or union labor shall be negotiated on a case-by-case basis.
 - ix. Installation services shall be billable as shown in Exhibit 2, Labor Rates.
- (d) Reconfiguration & re-use Analysis: Upon request, the Company shall provide furniture reconfiguration and re-use analysis services. Tasks may include:
- i. Field verify (as-built) existing conditions. Update drawings to reflect actual furniture layouts and develop manufacturer's parts list of existing furniture. This process will identify furniture component part-numbers and modernize any old part-numbers. This will also help identify obsolete components.
 - ii. Design new layout according to City standards.
 - iii. Determine furniture required to build-out desired layout and generate necessary order specifications. Reuse of existing furniture is a primary objective. The Company will determine the best use of existing furniture to maximize re-use and minimize the need for purchasing new.
 - iv. Includes site visits for as-built and finish verifications; furniture condition assessments; re-use analysis; and integration into new workstation plans.
 - v. Output from this task will also generate technical documents to be used for installation.

Reconfiguration and reuse analysis services are billable at the "Designer" rate outlined in Exhibit 2.

- (e) Quality Checks: The Company shall validate City generated take-offs at no charge. Quality checks include review of City generated specifications and comparing them to City produced drawings. The Company will not be held responsible for design intent, and can only verify that specifications satisfy the design layout.
- (f) Specification Software: The Company will furnish a single-seat licensed copy of the manufacturer's electronic furniture catalog and symbols library at no cost to the City.
- (g) Inventory Management and Warehouse Services: The Company shall provide inventory management and warehouse services at the Company warehouse as requested, to including the following:
- i. Receive and Store furniture in Company warehouse.
 - ii. Assess usefulness of furniture assets. Determine disposition of assets under the direction of the City.
 - iii. Maintain inventory spreadsheet for use in reserving and redeploying furniture assets.
 - iv. Provide inventory status reports as requested.

Storage rates are outlined in Exhibit 2 and include the inventory management services outlined above.

- (h) Account Management: At no additional cost to the City, the Company's Account Team shall oversee and manage each Purchase Order from programming through installation and punch list completion. The Account Team shall supervise and coordinate all Company disciplines including designers and installers. The Account Team shall create and maintain project schedules and budgets, and other reports and communications necessary to keep all team members and the City informed. The Company shall be responsible for completing projects within budget and schedule. The Company shall identify opportunities for cost savings through innovative design modification, means alternatives, multiple bid processes, and process streamlining. The Company shall ensure completion of project and City satisfaction.
- (i) Scheduling: Scheduling shall be generally in accordance with manufacturers' stated lead times and City project schedules. Specific schedules shall be stated as part of each Purchase Order. The Company will notify the Project Manager of any delays in meeting the project schedule.
- (j) Project Management: Upon request, the Company shall provide Project Management services. This service includes turn-key coordination of all necessary disciplines to successfully deliver a furniture project:
- i. Scope Development

- ii. Project Plan Development
- iii. Budgeting
- iv. Scope Change Management
- v. Oversee Design from concept to final technical drawings.
- vi. Coordinate electrical and data installation with furniture installation.

Project Management services are billable at the "Project Management" rate outlined in Exhibit 2.

- (k) Furniture Refurbishing: Upon request, the Company shall provide furniture refurbishing services that may include:
- i. Re-upholstering panels and chairs.
 - ii. Cutting worksurfaces.
 - iii. Paint touch-up.
 - iv. Fabric cleaning.

Furniture refurbishing services are billable as shown in Exhibit 2, Labor Rates.

C-5 Warranties

- (a) The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.
- (b) The Company's product warranty, set forth in Exhibit 4, Warranty, applies to all new goods purchased under this Contract.
- (c) Refurbished goods warranty: The Company assures that "blending" refurbished or used components with new furniture components does not adversely affect the original manufacturer's warranty of the used or refurbished goods. The product warranty set forth in Exhibit 4 shall apply to all new components provided. Refurbishing workmanship is guaranteed for 12 months. In the event that rework is required, the Company will provide labor at no additional cost for 12 months from the original work.

C-6 Purchase Orders

The Company shall work with the Project Manager to develop and quote individual orders under this Contract. A Purchase Order will be issued specifying particular goods and/or services. Each Purchase Order will be issued through the following procedure:

- (a) Proposal: The City will request a proposal for a specific project and will provide the following pertinent information:
- i. Proposal instructions
 - ii. Statement of work
 - iii. Project schedule
 - iv. Other special terms and conditions
- (b) The Company will respond with a proposal which addresses or confirms the terms of the request for proposal. The proposal will state whether the City's purchase order should be made out to the Company or to Haworth, the manufacturer. The proposal may be subject to negotiation.
- (c) Purchase Order: Each Purchase Order issued by the City will contain the following:
- i. Order date
 - ii. Contract number and Purchase Order number
 - iii. Statement of work with quantity and price
 - iv. Period of performance
 - v. Place of performance
 - vi. Delivery/installation schedule
 - vii. Not-to-exceed price

A sample Purchase Order is attached as Exhibit 5.

C-7 Inspection and Acceptance

An authorized City representative may inspect goods at the time of delivery or installation to determine acceptability of workmanship, appearance, function and conformance to all other requirements. In the event deficiencies are discovered, goods will be rejected and necessary repairs, adjustments or replacements requested. Payment will not be made until the corrective action is completed and the goods are re-inspected and accepted by the City. City acceptance of goods at the time of delivery does not waive the City's right to return goods in the future for defects not found at the time of inspection.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY: Faciliteq Business Interiors
817 South Main Street
Las Vegas, Nevada 89101
Fax: (702) 795-8838

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For the purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Bruce Breed as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Damon Andrews as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-4 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-5 Holidays

The City observes the following Holidays:

Martin Luther King's Birthday	Nevada Admission Day
President's Birthday	Veterans Day
Memorial Day	Thanksgiving Day and Friday After
Independence Day	Christmas Day
Labor Day	New Year's Day

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
- (i) Perform the services under Section C, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance and Bonding: [R]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of

insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

- (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
- (iii) Commercial Automobile Liability Insurance of limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

- (b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed [to be inserted prior to Contract award] without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company, or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance it deems necessary.

- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.
- (j) For individual Purchase Orders, at the City's discretion, the Company may be required to maintain a performance bond insuring performance of all of the Company's obligations as required by the Contract, in the amount of 100% of the total Purchase Order amount. The bond must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as a company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects. The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the City. The Company shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond. The bond shall be issued and verified by the City before the City issues a Purchase Order.

E-6 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City, or its designated representative, shall have the right to inspect and audit (including copy or transcribe) the books and records of the Company pertaining to performance of this Contract, during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by City within Clark County. In lieu of delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and related expenses) to inspect and audit books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph
- (c) If at any time during the term of this Contract or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any provision of this Contract void, shall in no way affect the validity or enforceability of any other provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. This clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

- (a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City and the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities in whatever amount necessary without prejudice or liability to the City if funding is not available, or if legal restrictions are placed on the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following: (i) description of services to be performed, (ii) time of performance (i.e., hours of the day, days of the week, etc.), or (iii) place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and, upon receipt, will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Pages</u>
Exhibit 1	Discount Schedule	2
Exhibit 2	Labor Rates	1
Exhibit 3	New City Hall Pricing Schedule	17
Exhibit 4	Warranty	1
Exhibit 5	Sample Purchase Order	2

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvan 5-4-11
Deputy City Attorney Date

FACILITEQ BUSINESS INTERIORS

QUENTIN ABRAMO, President

"Company"

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 1, Discount Schedule
Page 1 of 2

Product Group	Systems Products	Seating Products	Freestanding Products	Wood Casegoods	Architectural Interiors	List/RCS Dollar Value	Customer Discount Product Only
I* Regular Lead Time	UniGroup® NW/WT PLACES® NW/WT UniGroup Too Adaptable Components PREMISE® NW/WT Moxie™, Compose					\$1-\$250,000 \$250,001-\$500,000 \$500,001-\$1,000,000 \$1,000,001 or More	72.0% 76.0% 78.0% Negotiable
RUSH**						\$1 or More	69.0%
II* Regular Lead Time		Kinetics®, Zoocy Chu	V Series™ Files and Pedestals			\$1-\$250,000 \$250,001-\$500,000 \$500,001 or More	60.0% 62.0% Negotiable
RUSH**						\$1 or More	57.0%
III* Regular Lead Time	PLACES® FW Patterns	Composites™, Hello, Prescott™, Tally™, Tuxedo™, ToDo® Cassis, Candor, Very Task Chair		PLACES® Wood Casegoods Orlando™, Tripoli™ Vancouver™, Orlando LS York / Masters		\$1-\$250,000 \$250,001-\$500,000 \$500,001 or More	53.0% 55.0% Negotiable
RUSH**						\$1 or More	49.0%
IV* Regular Lead Time	RACE®, If®	Monaco®/Improv®, X99® / Look™	PREMISE® Casegoods NW/WT Moxie™ FS Storage X Series™ Files and Pedestals 950 Series Files, PLACES® Freestanding Steel			\$1-\$250,000 \$250,001-\$500,000 \$500,001 or More	65.0% 67.0% Negotiable
RUSH**						\$1 or More	60.0%
V* Regular Lead Time		Zody, Very				\$1-\$250,000 \$250,001-\$500,000 \$500,001 or More	57.0% 59.0% Negotiable
RUSH**						\$1 or More	54.0%
VI* Regular Lead Time	Jump®/Stuff BRAZO/Lim Lighting Boogie® Board				Powerweb	\$1-\$250,000 \$250,001-\$500,000 \$500,001 or More	47.0% 49.0% Negotiable
RUSH**					Enclose	\$1 or More	44.0%
VII* Regular Lead Time						\$1-\$100,000 \$100,001 or More	57.5% Negotiable
VIII* Regular Lead Time					TecCrete Flooring TecFlor Flooring	\$1-\$100,000 \$100,001 or More	66% Negotiable
Recommended Customer Sell (RCS)							Customer Discount Product Only
IX* Regular Lead Time					LifeSPACE	\$1-\$100,000 \$100,001 or More	37% Negotiable

DEVIATED TERMS APPLY

Price List: Current pricing applies.

* Product Groups may be combined to achieve an higher discount tier.

** Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.
A. DIFFERENT LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
B. Projects which volumes reach the negotiated range will be separately negotiated based on previous discounts given to Buyer for similar volumes and selling circumstances.
C. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 1, Discount Schedule
Page 2 of 2

Non-Haworth Products

MANUFACTURER	DESCRIPTION	DISCOUNT*
Arcadia	Seating	40% off list
Aurora	Seating	40% off list
Berco	Tables	40% off list
Borroughs Industrial Shelving	Shelving	40% off list
Datum Rotary	Rotary File Systems	40% off list
David Edwards	Seating	35% off of list
ESI	Ergonomic Products	50% off list
Global	Seating	40% off list
Groupe Lacasse	Case Goods	50% off list
Harter	Seating	40% off list
Humanscale	Ergonomic Products	50% off list
Jasper	Casegoods	40% off list
JSI	Casegoods/Seating	40% off list
Krug	Casegoods/Seating	40% off list
Lyons Lockers	Locker Room Fixtures	40% off list
Modular Millwork	Mail, Copy and Lab Equipment	40% off list
Montel High Density and Evidence Lockers	Library Shelving, High Density, Evidence Lockers	40% off list
Nevins	Accessories	40% off list
Nucraft	Casegoods	40% off list
Paoli	Casegoods/Seating	56.3% off list
Peter Pepper	Accessories	40% off list
SitOnIt	Seating	40% off list
Source	Seating	40% off list
Space Co	Ergonomic products	50% off list
Times 2	Rotary/High Density Filing	40% off list
United	Seating	54% off list
Via	Task/Guest Seating	45-50% off list
Workrite	Ergonomic Products	50% off list
9 to 5	Seating	50% off list

*Please note that these discounts include the balance of line, but do not include delivery and installation costs. Delivery and installation services will be quoted separately. Discounts will be applied to pricelists current at time of order placement. Additional discounting may be offered per individual project due to single manufacturer's project volume.

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 2, Labor Rates
Page 1 of 1

Refurbishing and Installation

Foreman	\$40.00 per hour
Skilled Laborer	\$40.00 per hour
Laborer	\$18.00 per hour

Professional Services

Designer	\$55.00 per hour
Project Manager	\$60.00 per hour

Storage and Inventory

Storage	\$0.60 per cubic foot
---------	-----------------------

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE

Item		Extended Price	
Materials Costs			
Office #1	\$	76,693.69	
Office #2	\$	41,998.17	
Office #3	\$	77,047.40	
Office #6	\$	27,694.31	
Office #7	\$	47,644.73	
Office #8	\$	24,675.62	
Office #9	\$	9,316.35	
Office #10	\$	53,053.27	
Office #11	\$	5,116.38	
Workstation #2	\$	58,871.53	
Workstation #3	\$	145,449.39	
Workstation #4	\$	67,551.68	
Workstation #5	\$	3,185.88	
Workstation #6	\$	128,914.34	
Workstation #7	\$	401,548.75	
Conference and Ancillary	\$	271,377.82	
Materials Total:		\$1,440,139.33	
Labor Costs			
NON-UNION; NON-PREVALING WAGE			
Classification	Hourly rate	Qty	Extended Price
Foreman	\$ 40.00	816	\$ 32,640.00
Skilled Laborer	\$ 40.00	2448	\$ 97,920.00
Laborer	\$ 18.00	816	\$ 14,688.00
Trucks & Equipment	\$ -	1	\$ 6,500.00
Misc. Material	\$ -	1	\$ 1,000.00
Other (specify)	\$ -		\$ -
Labor Total:		\$ 152,748.00	
Insurance and Bonding Costs		(Lump Sum)	\$ 32,000.00
Subtotal		\$ 1,624,887.33	
Overhead	Included	\$	-
Profit	Included	\$	-
GRAND TOTAL		*****	\$ 1,624,887.33

**CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE**

HAWORTH PRICING DISCOUNTS OFF OF LIST IN EFFECT FOR THIS ORDER

Unigroup Systems	82.0%
Adaptable Components	82.0%
X-Series Casegoods and Storage	75.0%
Improv Seating	72.0%
950 Files and Storage	75.0%
Monaco	67.0%
Tripoli, Masters Wood	61.0%
Planes	64.0%
Very Seating Line	57.5%-60.0%
Zody Seating	62.0%
LED Lighting	60.0%

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #1 (10' X 12') Standard Finish Line

Total for office materials:				\$	76,693.69
Components	Unit Price	Qty	Extended Price	Description	
Task chair	\$264.94	43	\$ 11,392.63	As Per RFP Brand Name/Detail	
Side chair	\$87.76	86	\$ 7,547.11	As Per RFP Brand Name/Detail	
2 high x36 lateral file	\$204.75	43	\$ 8,804.10	As Per RFP Brand Name/Detail	
* 36 x 72 Single 6-6-12 Pedestal Desk	\$400.95	43	\$ 17,240.98	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard X-Series Product	
* 24x60 Single 6-6-12 Pedestal Return	\$248.94	43	\$ 10,704.46	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard X-Series Product	
* Wall Mounted Tackboard	\$36.43	43	\$ 1,566.56	As Per RFP Brand Name/No wall track needed	
Undershelf LED light	\$85.40	43	\$ 3,672.20	ESI LED	
LED desk lamp	\$97.00	43	\$ 4,171.00	ESI LED	
* X-Series Wall Mounted 60" Open Shelf	\$57.34	22	\$ 1,261.43	Adaptable Steel Components; require no wall track	
* X-Series Wall Mounted 60" Closed Shelf	\$122.05	21	\$ 2,563.13	Adaptable Steel Components; require no wall track	
Keyboard Tray	\$138.00	43	\$ 5,934.00	ESI Solution 2CC	
Steel Center Drawer	\$42.70	43	\$ 1,836.10	As Per RFP Brand Name/Detail	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #2 (10' X 14') Standard Finish Line

Total for office materials:				\$	41,998.17	
Components	Unit Price	Qty	Extended Price	Description		
Task chair	\$264.94	19	\$ 5,033.95	As Per RFP Brand Name/Detail		
Side chair	\$87.76	38	\$ 3,334.77	As Per RFP Brand Name/Detail		
2 high x30 lateral file	\$175.92	19	\$ 3,342.56	As Per RFP Brand Name/Detail Less expensive than desk shell and 6-12 ped; additional 6" drawer		
* 24x48 Single 6-6-12 Pedestal Return	\$241.47	19	\$ 4,587.90	storage; Standard X-Series Product		
* 24x48 bridge	\$115.08	19	\$ 2,186.45	As Per RFP Brand Name/Detail Less expensive than desk shell and 6-12 ped; additional 6" drawer		
* 36 x 72 Single 6-6-12 Pedestal Desk	\$400.95	19	\$ 7,618.11	storage; Standard X-Series Product		
24x36 corner unit	\$165.46	19	\$ 3,143.79	As Per RFP Brand Name/Detail and Freestanding		
* Wall Mounted Tackboard	\$31.97	38	\$ 1,215.00	As Per RFP Brand Name/No wall track needed		
Undershelf LED light	\$85.40	38	\$ 3,245.20	ESI LED		
LED desk lamp	\$97.00	19	\$ 1,843.00	ESI LED		
* X-Series Wall Mounted 48" Open Shelf	\$54.57	19	\$ 1,036.84	Adaptable Steel Components; require no wall track, less money		
* X-Series Wall Mounted 48" Closed Shelf	\$104.07	19	\$ 1,977.30	Adaptable Steel Components; require no wall track, less money		
Keyboard Tray	\$138.00	19	\$ 2,622.00	ESI Solution 2CC		
Steel Center Drawer	\$42.70	19	\$ 811.30	As Per RFP Brand Name/Detail		

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #3 (10' X 16') Standard Finish Line

Total for office materials:			\$	77,047.40
Components	Unit Price	Qty	Extended Price	Description
Task chair	\$264.94	35	\$ 9,273.07	As Per RFP Brand Name/Detail
Side chair	\$87.76	140	\$ 12,285.99	As Per RFP Brand Name/Detail
2 high x42 lateral file	\$200.26	35	\$ 7,009.21	As Per RFP Brand Name/Detail
* 6-12 pedestal	\$73.23	35	\$ 2,563.07	As Per RFP Brand Name/Detail
10'x24" work surface	\$103.30	35	\$ 3,615.49	As Per RFP Brand Name/Detail
* 24x48 surface	\$52.42	35	\$ 1,834.65	Changed from a bridge/return.
* 36 x 72 Single 6-6-12 Pedestal Desk	\$400.95	35	\$ 14,033.36	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard X-Series Product
* Wall Mounted Tackboard	\$36.43	70	\$ 2,550.21	No wall track needed
Undershelf LED light	\$85.40	35	\$ 2,989.00	ESI LED
LED desk lamp	\$97.00	35	\$ 3,395.00	ESI LED
* X-Series Wall Mounted 60" Open Shelf	\$57.34	17	\$ 974.74	Adaptable Steel Components; require no wall track
* X-Series Wall Mounted 60" Closed Shelf	\$122.05	18	\$ 2,196.97	Adaptable Steel Components; require no wall track
42" table	\$166.63	35	\$ 5,832.14	As Per RFP Brand Name/Detail
Keyboard Tray	\$138.00	35	\$ 4,830.00	ESI Solution 2CC
Steel Center Drawer	\$42.70	35	\$ 1,494.50	As Per RFP Brand Name/Detail
Wall tracks	\$5.64	70	\$ 394.55	As Per RFP Brand Name/Detail
Worksurface Supports	\$50.73	35	\$ 1,775.47	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE

OFFICE #6 (12' X 16'-6") Executive Finish Line (Level 1)

Total for office materials:				\$	27,694.31
Components	Unit Price	Qty	Extended Price	Description	
Task chair	\$314.68	7	\$ 2,202.77	RFP Brand Name/Haworth Very Task; Fabric Seat/Back Jacket over Mesh	
Side chair	\$106.58	28	\$ 2,984.22	As Per RFP Brand Name/Haworth Very Guest	
5 high x36" bookcase	\$171.01	14	\$ 2,394.19	As Per RFP Brand Name/Detail	
12/12/12 tower	\$686.62	7	\$ 4,806.31	As Per RFP Brand Name/Detail Less expensive than desk shell and 6-12 ped; additional 6" drawer storage;	
* 24x72 Single 6-6-12 Pedestal Return	\$523.50	7	\$ 3,664.51	Standard Product	
* 24x72 return	\$329.86	7	\$ 2,309.00	As Per RFP Brand Name/Return Shell	
36x72 "D" Top	\$222.28	7	\$ 1,555.95	As Per RFP Brand Name/Detail	
24x36 corner unit	\$225.46	7	\$ 1,578.19	As Per RFP Brand Name/Detail and Freestanding	
* Wall Mounted Tackboard	\$29.05	14	\$ 406.74	No wall track needed	
Undershelf LED light	\$85.40	7	\$ 597.80	ESI LED	
LED desk lamp	\$97.00	7	\$ 679.00	ESI LED	
* X-Series Wall Mounted 36" Open Shelf	\$51.80	7	\$ 362.63	Adaptable Steel Components; require no wall track	
* X-Series Wall Mounted 36" Closed Shelf	\$122.21	7	\$ 855.45	Adaptable Steel Components; require no wall track; <i>Wood Door</i>	
42" table	\$268.09	7	\$ 1,876.61	As Per RFP Brand Name/Detail	
Keyboard Tray	\$138.00	7	\$ 966.00	ESI Solution 2CC	
Steel Center Drawer	\$42.70	7	\$ 298.90	As Per RFP Brand Name/Detail	
Worksurface Supports	\$22.29	7	\$ 156.03	As Per RFP Brand Name/Detail	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #7 (12' X 20') Executive Finish Line (Level 1)

Total for office materials:				\$	47,644.73
Components	Unit Price	Qty	Extended Price	Description	
Task chair	\$314.68	11	\$ 3,461.50	RFP Brand Name/Haworth Very Task; Fabric Seat/Back Jacket over Mesh	
Side chair	\$106.58	44	\$ 4,689.48	As Per RFP Brand Name/Haworth Very Guest	
5 high x36" bookcase	\$171.01	22	\$ 3,762.30	As Per RFP Brand Name/Detail	
12/12/12 tower	\$686.62	11	\$ 7,552.78	As Per RFP Brand Name/Detail	
* 24x72 Single 6-6-12 Pedestal Return	\$523.50	11	\$ 5,758.52	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard Product	
* 24x72 return	\$329.86	11	\$ 3,628.43	As Per RFP Brand Name/Return Shell	
* 36x72 Single 6-6-12 Pedestal Desk	\$465.00	11	\$ 5,115.03	Less expensive than desk shell and (2) 6-12 ped; additional 6" drawer storage; Standard Product	
24x36 corner unit	\$225.46	11	\$ 2,480.02	As Per RFP Brand Name/Detail and Freestanding	
* Wall Mounted Tackboard	\$29.05	22	\$ 639.17	No wall track needed	
Undershelf LED light	\$85.40	22	\$ 1,878.80	ESI LED	
LED desk lamp	\$97.00	11	\$ 1,067.00	ESI LED	
* X-Series Wall Mounted 36" Open Shelf	\$51.80	11	\$ 569.84	Adaptable Steel Components; require no wall track	
* X-Series Wall Mounted 36" Closed Shelf	\$122.21	11	\$ 1,344.28	Adaptable Steel Components; require no wall track, wood fronts	
48" table	\$337.26	11	\$ 3,709.88	As Per RFP Brand Name/Detail	
Keyboard Tray	\$138.00	11	\$ 1,518.00	ESI Solution 2CC	
Steel Center Drawer	\$42.70	11	\$ 469.70	As Per RFP Brand Name/Detail	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #8 (15'X 20') Executive Finish Line (Level 2)

Total for office materials: Haworth Masters - All Wood			\$	24,675.62
Components	Unit Price	Qty	Extended Price	Description
Task chair	\$483.86	3	\$ 1,451.58	Zody Task with 4D Arms; Gr D Brisa, Chrome Trim
Side chair	\$248.58	12	\$ 2,982.99	As Per RFP Brand Name/Detail
6-12 pedestal	\$434.31	3	\$ 1,302.93	6-6-12 Pedestal priced; Standard Product
12/12/12 tower	\$1,198.68	3	\$ 3,596.05	As Per RFP Brand Name/Detail
24x72 return	\$435.54	6	\$ 2,613.24	As Per RFP Brand Name/Return Shell
36x72 Single 6-6-12 Pedestal Desk	\$1,057.80	3	\$ 3,173.40	Less expensive than desk shell and (2) 6-12 peds; additional 6" drawer storage; Standard Product
24x36 corner unit	\$575.19	3	\$ 1,725.58	As Per RFP Brand Name/Detail and Freestanding
24x48 worksurface	\$107.60	3	\$ 322.81	As Per RFP Brand Name/Detail
Wall Mounted Tackboard	\$29.05	9	\$ 261.48	No wall track needed
Undershelf LED light	\$85.40	6	\$ 512.40	ESI LED
LED desk lamp	\$97.00	6	\$ 582.00	ESI LED
Open 36" shelf	\$454.63	3	\$ 1,363.88	Wood Overhead Storage, no door *see rendering
Closed 36" shelf	\$558.54	3	\$ 1,675.62	Wood Overhead Storage, with door *see rendering
Open 48" shelf	\$510.58	3	\$ 1,531.74	Wood Overhead Storage, no door *see rendering
48" table	\$337.26	3	\$ 1,011.79	As Per RFP Brand Name/Detail
Keyboard Tray	\$138.00	3	\$ 414.00	ESI Solution 2CC
Steel Center Drawer	\$42.70	3	\$ 128.10	As Per RFP Brand Name/Detail
Walltrack, Supports	\$26.03	1	\$ 26.03	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #9 (17'-6" X 20') Executive Finish Line (Level 2)

Total for office materials: Haworth Masters - All Wood				\$	9,316.35
Components	Unit Price	Qty	Extended Price	Description	
Task chair	\$483.86	1	\$	483.86	Zody Task with 4D Arms; Gr D Brisa, Chrome Trim
Side chair	\$248.58	6	\$	1,491.49	As Per RFP Brand Name/Detail
6-12 pedestal	\$434.31	1	\$	434.31	6-6-12 Pedestal priced; Standard Product
12/12/12 tower	\$1,198.68	1	\$	1,198.68	As Per RFP Brand Name/Detail
24x72 return	\$435.54	2	\$	871.08	As Per RFP Brand Name/Return Shell
36x72 Double 6-6-12 Pedestal Desk	\$1,057.80	1	\$	1,057.80	Less expensive than desk shell and (2) 6-12 peds; additional 6" drawer storage; Standard Product
24x36 corner unit	\$575.19	1	\$	575.19	As Per RFP Brand Name/Detail and Freestanding
24x72 worksurface	\$150.65	1	\$	150.65	As Per RFP Brand Name/Detail
Wall Mounted Tackboard	\$29.05	4	\$	116.21	No wall track needed
Undershelf LED light	\$85.40	2	\$	170.80	ESI LED
LED desk lamp	\$97.00	2	\$	194.00	ESI LED
Open 36" shelf	\$454.63	2	\$	909.25	Wood Overhead Storage, no door *see rendering
Closed 36" shelf	\$558.54	2	\$	1,117.08	Wood Overhead Storage, with door *see rendering
36x60 table	\$318.82	1	\$	318.82	As Per RFP Brand Name/Detail
Keyboard Tray	\$138.00	1	\$	138.00	ESI Solution 2CC
Steel Center Drawer	\$42.70	1	\$	42.70	As Per RFP Brand Name/Detail
Walltrack, Supports	\$46.42	1	\$	46.42	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #10 (20' X 20') Executive Finish Line (Level 2)

Total for office materials: Haworth Masters - All Wood				\$	53,053.27
Components	Unit Price	Qty	Extended Price	Description	
Task chair	\$483.86	6	\$ 2,903.16	Zody Task with 4D Arms; Gr D Brisa, Chrome Trim	
Side chair	\$248.58	36	\$ 8,948.96	As Per RFP Brand Name/Detail	
6-12 pedestal	\$434.31	6	\$ 2,605.86	6-6-12 Pedestal priced; Standard Product	
12/12/12 tower	\$1,198.68	6	\$ 7,192.10	As Per RFP Brand Name/Detail	
5 high x36" bookcase	\$613.16	12	\$ 7,357.96	As Per RFP Brand Name/Detail	
24x72 return	\$262.18	12	\$ 3,146.14	As Per RFP Brand Name/Return Shell	
24x36 corner	\$575.19	6	\$ 3,451.17	As Per RFP Brand Name/Detail and Freestanding Less expensive than desk shell and (2) 6-12 peds;	
36x72 Double 6-6-12 Pedestal Desk	\$1,057.80	6	\$ 6,346.79	additional 6" drawer storage; Standard Product	
Wall Mounted Tackboard	\$29.05	12	\$ 348.64	No wall track needed	
Undershelf LED light	\$85.40	6	\$ 512.40	ESI LED	
LED desk lamp	\$97.00	12	\$ 1,164.00	ESI LED	
Open 36" shelf	\$454.63	6	\$ 2,727.76	Wood Overhead Storage, no door *see rendering	
Closed 36" shelf	\$558.54	6	\$ 3,351.25	Wood Overhead Storage, with door *see rendering	
36x60 table	\$318.82	6	\$ 1,912.89	As Per RFP Brand Name/Detail	
Keyboard Tray	\$138.00	6	\$ 828.00	ESI Solution 2CC	
Steel Center Drawer	\$42.70	6	\$ 256.20	As Per RFP Brand Name/Detail	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #11 (900 Sq. Ft.) Executive Finish Line (Level 2)

Total for office materials: Haworth Masters - All Wood		\$	5,116.38	
Components	Unit Price	Qty	Extended Price	Description
Task chair	\$758.73	1	\$ 758.73	Zody Task with 4D Arms; all Leather Upholstery
Side chair	\$248.58	10	\$ 2,485.82	As Per RFP Brand Name/Detail
36x72 Double 6-6-12 Pedestal Desk	\$1,057.80	1	\$ 1,057.80	Includes (2) 6-6-12 Pedestals
48x96 table	\$633.33	1	\$ 633.33	As Per RFP Brand Name/Detail
Keyboard Tray	\$138.00	1	\$ 138.00	ESI Solution 2CC
Steel Center Drawer	\$42.70	1	\$ 42.70	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #2 (8' X 8') Standard Finish Line

Total for office materials:			\$	58,871.53	
Components	Unit Price	Qty	Extended Price		Description
Task chair	\$264.94	33	\$	8,743.18	As Per RFP Brand Name/Detail
60x24 work surface	\$60.26	66	\$	3,977.04	As Per RFP Brand Name/Detail
36x36 work surface	\$65.64	33	\$	2,166.07	As Per RFP Brand Name/Detail
60x62 powered panel	\$150.80	57	\$	8,595.56	As Per RFP Brand Name/Detail
36x62 powered panel	\$119.44	57	\$	6,808.11	As Per RFP Brand Name/Detail
* 6-6-12 pedestal	\$112.73	66	\$	7,440.05	X-Series Steel Storage
Tack board	\$34.74	66	\$	2,292.89	As Per RFP Brand Name/Detail
Undershelf LED light	\$85.40	66	\$	5,636.40	As Per RFP Brand Name/Detail
* Open 60" shelf	\$34.43	33	\$	1,136.30	Adaptable Steel Components
* Closed 60" shelf	\$107.14	33	\$	3,535.71	Adaptable Steel Components
Keyboard Tray	\$138.00	33	\$	4,554.00	ESI Solution 2CC
Steel Center Drawer	\$42.70	33	\$	1,409.10	As Per RFP Brand Name/Detail
Power Receptacles	\$19.98	16	\$	319.74	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station
90°/180° Covers	\$36.89	33	\$	1,217.46	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°
Worksurface Supports	\$31.51	33	\$	1,039.92	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #3 (8' X 10') Standard Finish Line

Total for office materials:				\$	145,449.39	
Components	Unit Price	Qty	Extended Price	Description		
Task chair	\$264.94	55	\$ 14,571.97	As Per RFP Brand Name/Detail		
60x24 work surface	\$60.26	55	\$ 3,314.20	As Per RFP Brand Name/Detail		
36x36 work surface	\$65.64	55	\$ 3,610.11	As Per RFP Brand Name/Detail		
84x24 work surface	\$80.70	55	\$ 4,438.67	As Per RFP Brand Name/Detail		
60x62 powered panel	\$150.80	85	\$ 12,817.94	As Per RFP Brand Name/Detail		
36x62 powered panel	\$119.44	85	\$ 10,152.44	As Per RFP Brand Name/Detail		
24x62 powered panel	\$100.99	47	\$ 4,746.72	As Per RFP Brand Name/Detail		
48x62 non-powered panel	\$108.07	86	\$ 9,293.60	As Per RFP Brand Name/Detail		
* 6-6-12 pedestal	\$112.73	55	\$ 6,200.04	X-Series Steel Storage		
Tack board	\$34.74	110	\$ 3,821.48	As Per RFP Brand Name/Detail - Averaged all Sizes		
Undershelf LED light	\$85.40	110	\$ 9,394.00	ESI LED		
* Open 60" shelf	\$34.43	55	\$ 1,893.83	Adaptable Steel Components		
* Closed 60" shelf	\$107.14	55	\$ 5,892.86	Adaptable Steel Components		
* 5 high x36" lateral file	\$368.29	110	\$ 40,511.63	X-Series Steel Storage		
Keyboard Tray	\$138.00	55	\$ 7,590.00	ESI Solution 2CC		
Steel Center Drawer	\$42.70	55	\$ 2,348.50	As Per RFP Brand Name/Detail		
Power Receptacles	\$19.98	27	\$ 539.56	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station		
90°/180° Covers	\$36.89	55	\$ 2,029.10	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°		
Worksurface Supports	\$41.50	55	\$ 2,282.74	As Per RFP Brand Name/Detail		

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #4 (8' X 10') Standard Finish Line

Total for office materials:				\$	67,551.68
Components	Unit Price	Qty	Extended Price	Description	
Task chair	\$264.94	25	\$ 6,623.62	As Per RFP Brand Name/Detail	
Side chair	\$87.76	25	\$ 2,193.93	As Per RFP Brand Name/Detail	
60x30 work surface	\$70.40	25	\$ 1,760.09	As Per RFP Brand Name/Detail	
72x30 work surface	\$85.78	25	\$ 2,144.39	As Per RFP Brand Name/Detail	
96x30 work surface	\$98.38	25	\$ 2,459.52	As Per RFP Brand Name/Detail	
60x62 powered panel	\$150.80	25	\$ 3,769.98	As Per RFP Brand Name/Detail	
30x62 powered panel	\$111.45	69	\$ 7,689.84	As Per RFP Brand Name/Detail	
48x62 powered panel	\$131.89	34	\$ 4,484.32	As Per RFP Brand Name/Detail	
42x62 powered panel	\$126.82	20	\$ 2,536.38	As Per RFP Brand Name/Detail	
42x62 non-powered panel	\$102.99	20	\$ 2,059.85	As Per RFP Brand Name/Detail	
24x62 non-powered panel	\$77.17	20	\$ 1,543.35	As Per RFP Brand Name/Detail	
* 6-6-12 pedestal	\$112.73	50	\$ 5,636.40	X-Series Steel Storage	
Tack board	\$30.28	125	\$ 3,785.36	As Per RFP Brand Name/Detail - Averaged all Sizes	
LED light	\$85.40	75	\$ 6,405.00	ESI LED	
* Open 48" shelf	\$33.05	25	\$ 826.25	Adaptable Steel Components	
* Closed 48" shelf	\$90.39	25	\$ 2,259.68	Adaptable Steel Components	
* Open 60" shelf	\$34.43	12	\$ 413.20	Adaptable Steel Components	
* Closed 60" shelf	\$107.14	13	\$ 1,392.86	Adaptable Steel Components	
* Open 30" shelf	\$29.51	13	\$ 383.69	Adaptable Steel Components	
* Closed 30" shelf	\$79.32	12	\$ 951.83	Adaptable Steel Components	
* Open 42" shelf	\$31.82	12	\$ 381.84	Adaptable Steel Components	
* Closed 42" shelf	\$87.16	13	\$ 1,133.07	Adaptable Steel Components	
Keyboard Tray	\$138.00	25	\$ 3,450.00	ESI Solution 2CC	
Steel Center Drawer	\$42.70	25	\$ 1,067.50	As Per RFP Brand Name/Detail	
Power Receptacles	\$19.98	12	\$ 239.80	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station	
90°/180° Covers	\$36.89	25	\$ 922.32	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°	
Worksurface Supports	\$41.50	25	\$ 1,037.61	As Per RFP Brand Name/Detail	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #5 (10' X 10') Standard Finish Line

Total for office materials:				\$	3,185.88
Components	Unit Price	Qty	Extended Price	Description	
Task chair	\$264.94	1	\$	264.94	As Per RFP Brand Name/Detail
Side chair	\$87.76	1	\$	87.76	As Per RFP Brand Name/Detail
120x30 work surface	\$124.67	1	\$	124.67	As Per RFP Brand Name/Detail
60x30 work surface	\$70.40	1	\$	70.40	As Per RFP Brand Name/Detail
80x30 work surface	\$91.16	1	\$	91.16	As Per RFP Brand Name/Detail
60x62 powered panel	\$150.80	4	\$	603.20	As Per RFP Brand Name/Detail
30x62 powered panel	\$111.45	3	\$	334.34	As Per RFP Brand Name/Detail
30x62 non-powered panel	\$87.62	1	\$	87.62	As Per RFP Brand Name/Detail
36x62 non-powered panel	\$95.61	2	\$	191.23	As Per RFP Brand Name/Detail
Tack board	\$33.11	5	\$	165.55	As Per RFP Brand Name/Detail - Averaged all Sizes
Undershelf LED light	\$85.40	3	\$	256.20	ESI LED
* Open 60" shelf	\$34.43	2	\$	68.87	Adaptable Steel Components
* Closed 60" shelf	\$107.14	2	\$	214.29	Adaptable Steel Components
* Closed 30" shelf	\$79.32	1	\$	79.32	Adaptable Steel Components
* 6-6-12 pedestal	\$112.73	2	\$	225.46	X-Series Steel Storage
Keyboard Tray	\$138.00	1	\$	138.00	ESI Solution 2CC
Steel Center Drawer	\$42.70	1	\$	42.70	As Per RFP Brand Name/Detail
Power Receptacles	\$19.98	1	\$	19.98	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station
90°/180° Covers	\$36.89	1	\$	36.89	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°
Worksurface Supports	\$83.32	1	\$	83.32	

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #6 (10' X 10") Standard Finish Line

Total for office materials:				\$	128,914.34	
Components	Unit Price	Qty	Extended Price	Description		
Task chair	\$264.94	39	\$ 10,332.85	As Per RFP Brand Name/Detail		
Side chair	\$87.76	39	\$ 3,422.52	As Per RFP Brand Name/Detail		
60x24 work surface	\$60.26	78	\$ 4,700.14	As Per RFP Brand Name/Detail		
36x36 work surface	\$68.71	39	\$ 2,679.80	As Per RFP Brand Name/Detail		
96x24 work surface	\$86.24	39	\$ 3,363.24	As Per RFP Brand Name/Detail		
60x62 powered panel	\$150.80	77	\$ 11,611.55	As Per RFP Brand Name/Detail		
36x62 powered panel	\$119.44	77	\$ 9,196.91	As Per RFP Brand Name/Detail		
24x62 powered panel	\$100.99	29	\$ 2,928.83	As Per RFP Brand Name/Detail		
24x62 non-powered panel	\$77.17	58	\$ 4,475.71	As Per RFP Brand Name/Detail		
36x62 non-powered panel	\$95.61	78	\$ 7,457.88	As Per RFP Brand Name/Detail		
* 2 high x 36" lateral file	\$179.98	39	\$ 7,019.24	X-Series Steel Storage		
Tack board	\$32.93	156	\$ 5,137.12	As Per RFP Brand Name/Detail - Averaged all Sizes		
Undershelf LED light	\$85.40	117	\$ 9,991.80	ESI LED		
* Open 60" shelf	\$34.43	58	\$ 1,997.13	Adaptable Steel Components		
* Closed 60" shelf	\$107.14	59	\$ 6,321.43	Adaptable Steel Components		
* Open 36" shelf	\$30.90	19	\$ 587.06	Adaptable Steel Components		
* Closed 36" shelf	\$84.55	20	\$ 1,690.92	Adaptable Steel Components		
* 6-6-12 pedestal	\$112.73	39	\$ 4,396.39	X-Series Steel Storage		
* 6/6/12 storage tower	\$526.92	39	\$ 20,549.80	X-Series Steel Storage		
Keyboard Tray	\$138.00	39	\$ 5,382.00	ESI Solution 2CC		
Steel Center Drawer	\$42.70	39	\$ 1,665.30	As Per RFP Brand Name/Detail		
Power Receptacles	\$19.98	19	\$ 379.69	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station		
90°/180° Covers	\$36.89	39	\$ 1,438.82	As Per RFP Brand Name/Detail: (2) 90° and (1) 180°		
Worksurface Supports	\$56.11	39	\$ 2,188.20	As Per RFP Brand Name/Detail		

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #7 (10'-6" X 13') Standard Finish Line

Total for office materials:		\$ 401,548.75			
Components	Unit Price	Qty	Extended Price	Description	
Task chair	\$264.94	114	\$ 30,203.73	As Per RFP Brand Name/Detail	
Side chair	\$87.76	228	\$ 20,008.61	As Per RFP Brand Name/Detail	
78x30 work surface	\$89.31	114	\$ 10,181.49	As Per RFP Brand Name/Detail	
48x48 work surface	\$86.39	114	\$ 9,848.53	As Per RFP Brand Name/Detail	
36x24 work surface	\$37.35	114	\$ 4,258.35	As Per RFP Brand Name/Detail	
72x36 "P-TOP" work surface	\$92.08	114	\$ 10,496.92	As Per RFP Brand Name/Detail	
48x80 powered panel	\$172.78	279	\$ 48,205.98	As Per RFP Brand Name/Detail	
30x80 powered panel	\$142.96	51	\$ 7,290.94	As Per RFP Brand Name/Detail	
36x80 powered panel	\$154.80	165	\$ 25,541.35	As Per RFP Brand Name/Detail	
36x80 non-powered panel	\$130.97	279	\$ 36,540.47	As Per RFP Brand Name/Detail	
42x80 non-powered panel	\$141.88	228	\$ 32,349.45	As Per RFP Brand Name/Detail	
54x80 non-powered panel	\$217.67	51	\$ 11,101.04	As Per RFP Brand Name/Detail	
* 6-6-12 pedestal	\$112.73	114	\$ 12,850.99	X-Series Steel Storage	
Tack board	\$28.18	342	\$ 9,638.24	As Per RFP Brand Name/Detail - Averaged all Sizes	
Undershelf LED light	\$85.40	228	\$ 19,471.20	As Per RFP Brand Name/Detail	
LED desk lamp	\$97.00	114	\$ 11,058.00	ESI LED	
* Open 30" shelf	\$29.51	57	\$ 1,682.31	Adaptable Steel Components	
* Closed 30" shelf	\$79.32	57	\$ 4,521.21	Adaptable Steel Components	
* Open 48" shelf	\$33.05	57	\$ 1,883.84	Adaptable Steel Components	
* Closed 48" shelf	\$90.39	57	\$ 5,152.08	Adaptable Steel Components	
* Open 36" shelf	\$30.90	57	\$ 1,761.17	Adaptable Steel Components	
* Closed 36" shelf	\$84.55	57	\$ 4,819.12	Adaptable Steel Components	
* 5'x42" lateral file	\$423.16	114	\$ 48,239.90	X-Series Steel Storage	
Keyboard Tray	\$138.00	114	\$ 15,732.00	As Per RFP Brand Name/Workrite Banana Board	
Steel Center Drawer	\$42.70	114	\$ 4,867.80	As Per RFP Brand Name/Detail	
Power Receptacles	\$19.98	57	\$ 1,139.07	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station	
90°/180° Covers	\$40.74	114	\$ 4,643.88	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°	
Worksurface Supports	\$70.71	114	\$ 8,061.08	As Per RFP Brand Name/Detail	

**CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
CONFERENCE ROOMS AND ANCILLARY AREAS**

Total for office materials:				\$ 271,377.82	
	Components	Unit Price	Qty	Extended Price	Description
Circular tables	36" diameter table	\$149.55	1	\$ 149.55	As Per RFP Brand Name/Detail
	42" diameter table	\$166.63	2	\$ 333.26	As Per RFP Brand Name/Detail
	48" diameter table	\$209.67	4	\$ 838.70	As Per RFP Brand Name/Detail
	60" diameter table	\$313.28	1	\$ 313.28	As Per RFP Brand Name/Detail
	72" diameter table	\$492.83	1	\$ 492.83	As Per RFP Brand Name/Detail
Rectangular tables	36" x 36" table	\$166.53	2	\$ 333.06	As Per RFP Brand Name/Detail
	48" x 24" table	\$195.22	2	\$ 390.45	As Per RFP Brand Name/Detail
	60" x 36" table	\$208.44	8	\$ 1,667.55	As Per RFP Brand Name/Detail
	60" x 24" table	\$169.95	10	\$ 1,699.46	As Per RFP Brand Name/Detail
	60" x 30" table	\$178.32	45	\$ 8,024.18	As Per RFP Brand Name/Detail
	60" x 36" table	\$208.44	4	\$ 833.78	As Per RFP Brand Name/Detail
	60" x 42" table	\$238.57	10	\$ 2,385.73	As Per RFP Brand Name/Detail
	60" x 54" table	\$299.45	8	\$ 2,395.57	As Per RFP Brand Name/Detail
	66" x 36" table	\$226.58	2	\$ 453.17	As Per RFP Brand Name/Detail
	72" x 30" table	\$208.44	11	\$ 2,292.89	As Per RFP Brand Name/Detail
	72" x 36" table	\$245.03	14	\$ 3,430.42	As Per RFP Brand Name/Detail
	72" x 42" table	\$281.31	3	\$ 843.92	As Per RFP Brand Name/Detail
	72" x 48" table	\$317.59	4	\$ 1,270.34	As Per RFP Brand Name/Detail
	84" x 24" table	\$233.35	2	\$ 466.69	As Per RFP Brand Name/Detail
	84" x 36" table	\$281.31	8	\$ 2,250.46	As Per RFP Brand Name/Detail
	84" x 42" table	\$323.43	6	\$ 1,940.56	As Per RFP Brand Name/Detail
	96" x 30" table	\$317.59	4	\$ 1,270.34	As Per RFP Brand Name/Detail
	96" x 42" table	\$366.16	6	\$ 2,196.97	As Per RFP Brand Name/Detail
	96" x 48" table	\$414.43	4	\$ 1,657.72	As Per RFP Brand Name/Detail
	108" x 42" table	\$408.59	5	\$ 2,042.94	As Per RFP Brand Name/Detail
Hexagonal tables	36" x 72" Hexagonal table	\$232.73	1	\$ 232.73	As Per RFP Brand Name/Detail
Chairs	Conference Chair Level 1	\$87.76	201	\$ 17,639.17	As Per RFP Brand Name/Detail
	Conference Chair Level 2	\$283.87	412	\$ 116,954.28	Very Gr A Back/Seat, TR Trim, Base
	Conference Chair Level 3	\$303.43	215	\$ 65,236.63	Very Task Gr D Brisa, TR Trim, Base
	Conference Chair Level 4	\$463.09	15	\$ 6,946.35	Zody with Leather Seat and Back
	Side Chair Level 1	\$87.76	34	\$ 2,983.74	As Per RFP Brand Name/Detail
	Side Chair Level 2	\$167.38	4	\$ 669.54	As Per RFP Brand Name/Detail
	Side Chair Level 3	\$429.99	15	\$ 6,449.84	As Per RFP Brand Name/Detail
	Task Chair Level 1	\$264.94	29	\$ 7,683.40	As Per RFP Brand Name/Detail
	Task Chair Level 2	\$314.68	21	\$ 6,608.32	Very Task

Product Non-Obsolescence and Warranty Policy

(This Haworth Product Non-Obsolescence and Warranty Policy applies to products manufactured after June 1, 2009)

Haworth, Inc. or Haworth, Ltd., (each called "Haworth") will make a good faith effort to maintain product compatibility within our various generations of product platforms to provide our customers with spaces that adapt to change. Haworth's non-obsolescence policy commits to provide our customers with products of comparable function or operational characteristics for a term equal to the warranty period. Haworth fabrics and finishes must be updated periodically to maintain the market appeal of our products and respond to the demands and changing preferences of our customers. As a result some fabrics and finishes are periodically discontinued.

If a new product purchased or leased from Haworth or from an authorized Haworth dealer proves to be defective (as defined below) while the product is still owned or leased by the initial purchaser or lessee and if the initial purchaser or lessee gives Haworth written notice of the defect within the Applicable Warranty Period, then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund to the buyer the purchase price of the product. A notice must be addressed to Haworth at One Haworth Center, Holland, Michigan 49423, attention: Corrections Department. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in materials or workmanship and if the defect materially impairs the value of the product to the buyer or lessee. Applicable Warranty Periods are set forth below. Each Applicable Warranty Period begins on the day the product is manufactured, except that the Applicable Warranty Period for a flooring product begins when its installation is complete. If product is not installed by a Haworth Certified installer or reconfigured by a Haworth trained installer, Haworth may not consider the product to be defective and will not repair, replace or refund its price.

Product(s)	Applicable Warranty Period
All Haworth products except those listed below	LIFETIME
Electrical components, electrical accessories and fixed task lighting, excluding underfloor power; seating mechanisms *, excluding mechanisms in wood or wood framed chairs; upholstery foam, seat and back mesh, seating glides and casters; stack chair frames; wall products	Ten Years
All Haworth products that are at any time used in a classroom or educational environment (other than administrative areas), except products listed below	Ten Years
Wood or wood framed products and wood chairs including their mechanisms; gel arm caps; fabric scrims and fabrics rated (A) Heavy Duty under Association of Contract Textiles guidelines; leather; user-adjustable worksurface mechanisms; thermofused laminates; slow close mechanisms; ambient and flexible task lighting; horizontal glass or thermoplastic table assemblies and Jump Stuff products other than Boogie Board (lifetime)	Five Years
All flooring products, including underfloor power, other than factory-applied surfaces; plastic ultraviolet light color fastness; fabrics rated (a) General Contract under the Association of Contract Textiles guidelines	Three Years
Products that are manufactured outside North America and sold into the North American market	One to Five **
Non-standard Specials products; soft palm rest; mouse pad insert; translucent edge marring; factory-applied surfaces on flooring products	One Year

Service parts used for warranty carry the remaining balance of the assembly's original warranty period.

* The Applicable Warranty Period for these products is single shift forty hour week. If used more than this, then the Applicable Warranty Period will be reduced in proportion to the increased usage. For example, if a chair is used an average of sixty hours per week, then the Applicable Warranty Period for the seating mechanisms is six years, eight months.

** Product specific Applicable Warranty Period is identified in the individual price list publications.

A product will not be considered to be defective, and Haworth will not repair, replace or refund its price if the product (1) is a consumable product, such as a lamp or light ballast, (2) is "Customer's Own Material" (i.e. material specified by the buyer or lessee that is not a standard Haworth product offering, including Haworth Alliance fabrics), (3) is not installed and used as recommended in Haworth's written specification, installation and user guides, (4) has been otherwise misused or suffered abusive damage or (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it and then re-sells it without incorporating it in other Haworth products (in which case Haworth will assign to the buyer or lessee any assignable warranty that the manufacturer gives to Haworth). A defect in materials or workmanship does not include (a) normal wear and tear, (b) damage caused by an Act of God or by transportation, reconfiguration or other movement of the product, (c) a product alteration made without Haworth's express written authorization, (d) the natural variation of color, grain or texture found in wood or leather, (e) the natural aging found in materials such as wood and leather which result in colors shifting during use, (f) dye lot variations in fabrics, leathers or wall coverings, (g) the natural patina and "puddling" of leather during use.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE ANY WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the price, at Haworth's option, in accordance with this Policy, is the buyer's or lessee's exclusive remedy for a product defect. Haworth shall not have tort liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect.

Issue Date: June 1, 2009

HAWORTH



CITY OF LAS VEGAS
Purchasing and Contract Division
City Hall, 1st Floor
400 E. Stewart Ave.
Las Vegas NV 89101-2986
Phone (702) 229-6231
Fax (702) 384-9964
TDD (702) 386-9108

STANDARD PURCHASE ORDER

PO No XXXXXX	Rev No 0	Page No 1 Of 2
PO Creation Date:		

SUPPLIER:

FACILITEQ BUSINESS INTERIORS
817 S. MAIN STREET
LAS VEGAS, NV 89101
United States

This purchase order number must appear on all invoices, packing lists, cartons, and documents related to this order.

Visit our website for CLV standard terms and conditions:

<http://www.lasvegasnevada.gov/>

SHIP TO:

BILL TO:

Accounts Payable-City of Las Vegas
Fax: (702) 382-6441
400 Stewart Avenue 6th Floor
Las Vegas, NV 89101

Payment Terms Immediate		Requestor		Buyer		
Freight Terms Included in Cost		F.O.B. Las Vegas		Ship Via Seller's Option		
PO LINE NO	DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	PART NUMBER AND DESCRIPTION OF ITEMS (as many lines as necessary) SHIP TO:				\$	\$
2	DESCRIPTION OF LABOR, IF APPLICABLE (as many lines as necessary) SHIP TO:				\$	\$
PO Total:						\$

This Purchase Order is issued in accordance with the terms and conditions of Contract 110064-PH, Office Furniture. A specific statement of work and schedule are attached as Special Terms and Conditions.

The City of Las Vegas point of Contact is:

Authorized Signature

Date

SPECIAL TERMS AND CONDITIONS

SUPPLEMENT TO PURCHASE ORDER NO. XXXXXX, CONTRACT NO. 110064-PH

1. STATEMENT OF WORK

[Insert specific statement of work, including description and quantities of items ordered and breakdown of labor costs.]

2. PERIOD OF PERFORMANCE

[Insert schedule for work or delivery.]

3. PLACE OF PERFORMANCE

[Insert installation address and any special instructions / floor plans / etc.]

4. DELIVERY/INSTALLATION SCHEDULE

[Insert project schedule]