



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: 1-06-71-51-MI

DESCRIPTION: HAWORTH UNIGROUP
(MONOLITHIC PANEL SYSTEM
FURNITURE)

CONTRACTOR: HAWORTH INC/WESTERN CONTRACT

EFFECTIVE DATES: 7/28/2006 THROUGH 1/31/2008

SUPERSEDES CONTRACT NO.: NONE

AREA: STATEWIDE

DISTRIBUTION: C-71-50

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.

Rita Hamilton

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,
or call: Contract Administrator, JEFF JONES 916-375-4434, CALNET 480-4434

Contract (Mandatory): 1-06-71-51-MI

SUPPLIER ID: 222464
NAME: HAWORTH INC/WESTERN CONTRACT
ADDRESS: 11455 FOLSOM BLVD
RANCHO CORDOVA, CA 95742

CONTACT: 616-393-3000 CINDY DENHAM
FAX NUMBER: 616-393-1736
TERMS OF PAYMENT: Net
FOB: Destination
MINIMUM ORDER:

SCOPE:

This contract covers the estimated eighteen (18) month requirement, of the State of California and participating local agencies (political subdivisions) for HAWORTH UNIGROUP (monolithic panel system furniture) and components, to be furnished and installed, unless otherwise specified.

A local agency is any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds (California Public Contract Code #10298).

ELECTRICAL CONNECTION:

The electrical connection between the panel system and the building power supply is not part of this contract.

SUPPLIER MUST ACCEPT ORDERS BY FACSIMILE OR E-MAIL TRANSMISSION:

By signing and submitting the solicitation, the contractor agreed to accept orders either by facsimile or e-mail transmission. Please enter the business facsimile number and/or e-mail address that can accept State orders below.

Facsimile Number: (916) 638-2698

E-Mail Address: chadwickj@westerncontract.com

INSTALLATION & DESIGN SERVICES RATES:

SERVICE RATES:

Supplier has offered the following service rates. If new product is required, the cost for these services must be added as a line item on the Haworth Purchase Order. If no new product is ordered, a Purchase Order must be issued to Western Contract for these services.

For the purpose of the following rates, a component is any of the following: Adjustable Keyboard Tray, Countertop, Finish Post, Flipper Door, Lateral File Bin, Panel, Pedestal, Pencil Drawer, Shelf, Support Panel, Tasklight, Wall Mount, and Worksurface.

<u>Rates:</u>	<u>Cost per Component:</u>
Disassemble	\$ 5.00
Reassemble	\$25.00
Move to a different building	\$10.00
Move to a different floor	\$ 5.00
Move to a different room, same floor	\$ 2.50
Storage	\$ 1.25/month
Storage in/out handling	\$ 2.25

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Types of Services:

- A. Installation drawings and specifications only
RESD provides typicals, plans including panel size, opening, special details - everything in latest Autocad version - ready to open and use
WCE merely converts RESD provided information to installer ready drawings and reports listing; New Product to be ordered, Excess Product and Reusable product.
- B. Reconfiguration planning services only (No new products ordered).
- C. Reconfiguration planning services with the purchase of new product.

MENU OF DESIGN SERVICES:

Rates for Design services are delineated below. If new product(s) are required, the cost for these services must be added as a line item on the Haworth Purchase Order. If no new product is ordered, a Purchase Order must be issued to Western Contract for these services.

For the purpose of the following rates, a component is any of the following:
Adjustable Keyboard Tray, Countertop, Finish Post, Flipper Door, Lateral File Bin, Panel, Pedestal, Pencil Drawer, Shelf, Support Panel, Tasklight, Wall Mount and Worksurface.

- | | |
|---|--|
| 1. Inventory of standing product with plans | \$ 20.00 Per Workstation |
| 2. Inventory of standing product without plans | \$ 35.00 Per Workstation |
| 3. Inventory of warehoused or stored product | \$ 3.00 Per Component |
| 4. Input inventory list(s) into system | \$ 2.50 Per Component |
| 5. Field measure shell with plans | \$.15 Per Square Foot |
| 6. Field measure shell without plans | \$.20 Per Square Foot |
| 7. Draw shell when electronic version not provided | \$.30 Per Square Foot |
| 8. Programming (client interviews) | \$ 37.50 Per Workstation |
| 9. Space planning
Develop typicals
Draw block plan
Draw space plan | \$150.00 Per Workstation |
| 10. Check set of installation drawings | \$300.00 Per Workstation
(Includes Steps 10 through 14) |
| 11. Product comparison electronically & generation of reports. | \$ Per Workstation |
| 12. Manual audit of reports | \$ Per Workstation |
| 13. Revise plan | \$ Per Workstation |
| 14. Final drawings and specifications | \$ Per Workstation |
| 15. Revisions requested on drawings only prior to specifications being completed. | \$ 75.00 Per Hour |
| 16. Revisions requested after drawings and specifications are completed | \$ 75.00 Per Hour |
| 17. Cancelled projects billable | \$ 75.00 Per Hour |
| 18. Minimum Design Fee per project | \$ 75.00 Per Hour |
| 19. Travel expenses will be for any projects located 25 miles away from the regional locations of Sacramento. | |

Please see attached travel expense outline.

Note: Phasing will result in additional charges depending on the complexity of the project. Charges must be agreed upon by mutual agreement of the State and supplier.

PRICES:

Prices are based on the Manufacturer's Published List Unigroup, dated June 2005. Percentage discount offered incorporates Prevailing Wage. Prices quoted shall be maximum for the term of the contract.

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All prices shall be FOB destination, including installation.

Price Declines:

The vendor shall immediately notify the State of all manufacturer's price declines and the State shall receive full benefit of all such declines, effective on the date of the manufacturer's general public announcement.

SPECIFICATIONS:

All products shall comply with the attached State Specification 7195-51K-02, 3.0 General Requirements, Delete section 3.2.3 State Test.

All electrical and mechanical equipment furnished shall comply with the California Code of Regulations (CCR); Title 8 (Industrial Safety Orders), Title 24 (State Building Standards Law), and Title 17 (Public Health). All electrical equipment furnished shall be grounded, with any exceptions only as approved in the referenced applicable titles.

MATERIAL AND WORKMANSHIP:

The contractor shall be required to furnish all materials, equipment, and/or services necessary to perform the contractual requirements. Materials and workmanship in the construction of furniture for the contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the attached specifications and ANSI/BIFMA standards.

CAD Specific Software:

The supplier shall also provide the State with software program(s) to design and specify all contract items. The software packages shall provide graphic symbols of all contract items and have the ability to extract the graphic attributes to develop product specifications. The graphical software shall integrate with Computer Aided Drawing & Design (CADD) software. The standard CADD program is AutoCAD 2005 and AutoCAD 2006. The supplier supplied software programs shall give the State the ability to develop electronic plans and specifications. The specifications and/or product lists shall be in Standard Interchange Format (SIF). The software shall provide specifications to include part lists, model numbers, quantities, and price.

The graphical software program shall interface with AutoCAD 2005 and/or AutoCAD 2006. It should allow easy placement of symbols. The software shall have a loadable menu structure that integrates with the AutoCAD's standard ACAD menu (ACAD.mnu). Symbol placement is by pull-down menus, part numbers, or by searching catalogs through dialog boxes.

The supplier's graphical software shall contain symbol libraries in 2D and 3D views. All product symbols furnished under this contract shall be in this graphical form. Each graphical symbol shall include descriptive text defining the component's size and model number. The symbols shall be built to provide separation of its components and text within different AutoCAD layers. The AutoCAD-compatible symbol libraries shall use the standard layer commands available in AutoCAD by dispersing the different product types on different isolated layers. The program shall contain scripts that allow the user to isolate the drawings into panel, component, and panel/electrical plans. The supplier's graphic software shall give the State the ability to create panel and component plans, create installation drawings and provide three-dimensional drawings from the basic symbols. It shall also extract the symbol attributes to create accurate quantity takeoffs.

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Contractor must provide subscription services in the name of the Department of General Services, Real Estate Services Division (RESD), State of California. RESD shall be registered as the customer with the software manufacturer for the duration of the contract. Supplier must provide technical telephone support for the software provided under this contract. The support services shall be available a minimum of eight hours a day, five days a week (8:00 AM to 5:00 PM, Monday through Friday). Contractor must provide all upgrades and revisions to all the supplier supplied software described above, including documentation and on-site installation to RESD as each revision/update becomes available.

NONOBSOLESCENCE:

The contractor shall warrant the components of any offered furniture system will be available for a minimum of ten years, paint for five years (from date of purchase/installation).

Upon approval by DGS' contract administrator and RESD, a product may be excluded from the "Non-Obsolescence" requirement. Waiver will be considered when the product(s) constitute a small portion of an order and when it can be demonstrated that standard commercial practice makes long-term availability unreasonable.

TRAINING:

(1) On-Going Training: On-going training shall take place at least once each quarter (three months) and shall include, but not be limited to, PowerPoint presentation(s) or equivalent, with hard copies of information supplied to each attendee. The State anticipates 50-60 staffing each training session. Sessions may be broken into smaller groups, if appropriate. These on-going training sessions shall begin within 45 days of receipt of award notice.

(2) Additional training provided may include, but not be limited to:

- a. Design and installation procedures relating to voice/data cabling access and available electrical capabilities.
- b. Documentation process and forms (standardized system for communicating with planners).
- c. Order and revision process from State order entry through installation completion.
- d. Product updates to RESD staff by Contractor/Manufacturer personnel.

DRAWINGS AND SPECIFICATIONS:

Drawings and specifications are based on space plans provided by RESD. The contractor shall utilize AutoCAD 2005 or AutoCAD 2006. In addition, contractor shall produce three-dimensional drawings of workstations, which are compatible with AutoCAD 2005 or 2006 to develop installation plans and order lists. (See Administration and Design Software paragraph).

(1) Work Order Request Form: RESD will provide contractor, via e-mail, Work Order Request Form (Exhibit A), and scaled plans (typically 1/8"=1'-0") depicting the building shell, workstation panel layouts, panel widths and heights, and "typical" workstation layouts. Each typical or workstation type shall be indicated, i.e., if three workstation types are included in the plan, then details of the basic three will be provided. If special areas, team spaces, or one-of-a-kind workstations are required, details of these items will be provided by RESD, depicting panel and component locations, panel height and widths, electrical and telephone locations. RESD will not provide details of "flip/flop" or "reversed" (mirror-image) layouts. RESD drawings shall also include requirements for hardwiring the panel system to the building, telephone, and electrical locations.

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- (2) **Check Plot Drawings:** Contractor must return "Check plot" drawings (two hard copy sets) and product specifications to RESD within fifteen (15) business days after receipt of Work Order Request Form and drawings for less than 100 workstations. Contractor has five (5) additional business days for each additional 50 workstations. Check Plot drawings are drawings based on space plans provided by RESD, generated by contractor using contractor-supplied software. Check plot drawings must include a 2-D drawing of all furniture submitted with the Work Order Request Form and 3-D drawings of the typical workstations and/or clusters. RESD is responsible for obtaining authorized signature from client agency. RESD returns one set of Check Plot drawings to contractor stamped "Approved". Approved Check Plot drawings indicate authorization for contractor to proceed with final installation drawings.
- (3) **Field Verification for Building Accuracy:** Contractor may be responsible for field verifying an installation when requested by the State or delegated agency, both new installations and reconfigurations, for building shell accuracy when requested. Contractor shall verify all building conditions, which may impact the furniture layout and installation prior to order placement. Contractor is responsible for complete and accurate specifications based on actual field dimensions and conditions. The contractor shall, prior to beginning furniture specifications, immediately notify the party that submitted the project, of any inconsistencies with building shell, including unusual installation requirements for the project.
- The fee for the field verification service shall be based on an hourly rate. Please indicate the hourly rate for this service \$75.00/hr plus expenses. The service will usually be requested on projects in excess of \$500,000.00 and/or requiring phasing.
- (4) **Minor Changes to Check Plot Drawings:** Minor changes by the State to the issuance of Final Installation Drawings shall be accomplished in a timely manner. Minor changes are defined as not more than two component changes in an individual workstation, for a total of ten (10) workstation on a one hundred (100) workstation project. Minor changes to Check Plot Drawings do not constitute re-work as defined herein. Minor changes may be "bubbled" and indicated directly on Check Plot Drawings. See next paragraph "Re-work By Contractor".
- (5) **Re-work By Contractor:** If it is necessary to revise plans more extensively than minor changes prior to "approved" check plot plans that have been submitted to Contractor; this constitutes re-work. For re-work, the contractor is entitled to charge a minimum of \$300 or \$20 per workstation (1-500 workstations) requiring revisions, whichever is greater. Re-work fee for 501 or more workstations is negotiable. Upon request, contractor shall be entitled to written authorization from RESD or ordering agency for this revision of work. Contractor shall provide copies of all project records/accounts indicating hours charged for design work. This fee will be added to the purchase order without the product discount being applied (cash terms for prompt payment, if offered, shall still apply).
- (6) **Order Cancellation:** Projects for which design services have been completed and returned to RESD for issuance of purchase order that do not result in a purchase order within 90 days after return receipt of the plans shall be subject to the fee of \$25.00 per workstation/work area for these services. The ordering agency shall issue a purchase order to cover the fee. Electronic copies of all drawings associated with canceled project shall be provided to RESD and ordering agency, upon presentation of purchase order for design services.
- (7) **Final Installation Drawings:** After receipt of the State approved check plot drawings and specifications, the contractor shall complete and return final installation drawings and product specifications within five business days.

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(8) Outsourcing of Design Work: The Contractor may outsource the design work at any time; however, increase in timeframes will be given.

(9) Certification of Plans: Contractor shall certify that all RESD space plans are reviewed for correct product application and stability. The contractor shall, prior to completing furniture layout plans, immediately notify the government entity's point of contact that submitted the project, of any inconsistencies with product capabilities, including unusual installation requirements for the project.

(10) Parts Specification List: The contractor is responsible for accurately specifying all necessary parts, connectors, fillers, and trim pieces and including them in product specification list. If corrective action is required, the State shall pay for the parts and the supplier shall pay for the quick shipment (if an emergency, within 48 hours) of the parts. When buildings can not be occupied as a direct result of the corrective action, the supplier shall be held responsible for the associated additional costs incurred by the State.

PRISON INDUSTRY AUTHORITY (PIA) WAIVER:

On orders of \$1,000 or more a State agency must obtain a PIA Waiver before placing an order against this contract.

METHOD OF ORDERING:

State agencies shall submit a purchase order directly to RESD for review and approval. If RESD has provided a written delegation, the purchase orders shall be submitted directly to the contractor. RESD shall forward approved orders to the contractor for processing.

Local agencies shall submit a local agency purchase order directly to the contractor. If local agencies wish to have RESD perform space-planning activities, the local agency shall submit a local agency purchase order to RESD for review and consideration prior to submitting it to the contractor.

Acceptance by the contractor of a purchase order that includes a schedule for project completion shall be a binding schedule, as contractor shall acknowledge receipt that includes such schedules. The acknowledgement shall be processed and forwarded to RESD or local agency, whichever applies, within five (5) business days.

Purchase orders shall reflect the discount on the order total, not each line item. Purchase orders must show terms for payment, delivery time, and unit prices. Only those items listed in the contract shall be listed on purchase orders referencing the contract.

ORDER CONFIRMATION:

The dealership shall send RESD or the delegated agency an order confirmation 24 hours after receipt of order (ARO).

MINIMUM ORDER:

The minimum order is one panel or hang-on component from the manufacturer's published price list.

QUICK SHIPMENT/DELIVERY:

The contractor shall offer quick shipment/delivery service. The furniture shall be delivered within 10 business days after receipt of order (ARO).

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The State will keep the delivery service to a minimum. The cost for this service shall be based on a percentage of the order. Therefore, the government discount shall be reduced by this amount. This discount will be reflected in the purchase order. Please refer to the following discount schedule.

DISCOUNT SCHEDULE

S063075 for orders shipping to continental U.S. locations, accessing domestic price list.

<u>Product Group</u>	<u>Systems and Tables Products</u>	<u>Freestanding Products</u>	<u>List Dollar Value</u>	<u>Customer Installed Discount</u>
I	Unigroup Panels		\$1-\$99,999	50.00%
Regular Lead Time	Adaptable Components		\$100,000 or More	68.10%
<u>RUSH**</u>			<u>\$1 or More</u>	<u>40.00%</u>
II		V Series File & Pedestals	\$1-\$99,999	47.00%
Regular Lead Time			\$100,000 or More	50.00%
<u>RUSH**</u>			<u>\$1 or More</u>	<u>40.00%</u>
III		950 Series File	\$1-\$99,999	50.00%
Regular Lead Time		PLACES Free-standing Steel	\$100,000 or More	68.10%
<u>RUSH**</u>			<u>\$1 or More</u>	<u>40.00%</u>

1. Price List: October 14, 2006
2. **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 those programs.
3. Product Group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier.

ORDER TRACKING:

It is the responsibility of the contractor to track all orders. The contractor must provide a web site wherein RESD may obtain current order status and shipping information. RESD will provide contractor with the authorized State employee names for obtaining a password in order to access web site product order status and shipping information.

STORAGE/WAREHOUSING:

If a job requires storage of contractor's construction materials, the contractor shall be responsible for securing such storage. The State may supply space to accommodate trailers, etc. for storage on a case-by-case basis.

Storage of goods may be paid by separate purchase order by the ordering agency when the installation is delayed due to State caused delays beyond the date of installation. If the installation of delivered goods will be delayed more than twenty-one (21) calendar days beyond the installation period identified by the purchase order, and the delays are caused by the State, it may be cause to allow for payment prior to completion of installation. No greater than 70% of the delivered goods as verified by authorized State employees per accurate bills of lading, purchase orders, and inventory lists may be paid prior to completion of installation. No payments may be made without State verification of goods on hand. Payments will only be made on goods stored on State property or in a bonded warehouse, regardless of the reason for delay.

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PRE-INSTALLATION MEETING:

If notified by RESD planner or local agency planner, the contractor shall be required to provide appropriate personnel to lead a pre-installation meeting with the ordering State agency, RESD planner, installers, and project general contractor to formulate phasing sequence and staging plan. The project complexity will determine how much in advance the pre-installation meeting shall be held.

GENERAL PREVAILING WAGE:

General Prevailing Wage rates shall apply to this contract. Hourly wage rates shall be governed by the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1. Contractor shall maintain records of proof that prevailing wage is paid to workers. In some projects, the contractor may be required to post proof of prevailing wage at work sites.

NOTE: PREVAILING WAGE PREVAILS OVER ANY SERVICE INCLUDED IN THIS CONTRACT.

CONTRACTOR'S LICENSE:

The dealership shall have the appropriate contractor's license.

PAYMENT BOND:

A payment bond is required. Each purchase order shall have a payment bond issued in the amount of 50% of purchase order amount. The payment bond shall be issued and submitted to RESD prior to the commencement of work on any order for open office panel system.

LIABILITY INSURANCE:

The contractor has provided proof of Commercial General Liability Insurance (minimum of \$1,000,000), Automobile Liability Insurance (minimum of \$1,000,000), and Standard Worker's Compensation and Employer's Liability Insurance.

LIQUIDATED DAMAGES:

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or complete within the contract time set forth in the bid unless delay is authorized, in writing, by the Deputy Director, Real Estate Services Division, damage will be sustained by the State of California, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the contractor will pay the State of California \$.08 per square foot per day for each day's delay in finishing the work beyond the time prescribed, provided the total damage assessed against the contractor shall in no case exceed 50 percent of the total value of the entire order. Square footage for this calculation shall be defined as: the total area that cannot be occupied for which rent or compensation is due and payable regardless of the ratio of Open Office Panel System project area to the balance of space. The contractor agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that the State may deduct the amount thereof from any money due or that may become due to the contractor.

HOURS OF DELIVERY AND INSTALLATION:

Normally, delivery and installation can be made at most locations Monday through Friday between 8:00 A.M. and 5:00 P.M. If this is not possible, the contractor shall be paid after hour rates for installation, not to exceed usual and customary overtime expenses for the area in which the products are being installed.

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Off-hour delivery and installation during weekends, evenings, and holidays may be required and must be stipulated as such in the purchase order. Hourly wage rates covering off-hour installations shall be governed by the General Prevailing Wage Determination made by the Director of the Department of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1. Contractor is to maintain records of wage rates paid to workers. Contractor is requested to make deliveries in the Los Angeles County, Orange County, San Bernardino metropolitan area and San Diego metropolitan area during off-peak hours. Off-peak hours are 10:00 A.M. to 4:00 P.M.

DELIVERY:

Delivery shall be completed within sixty (60) calendar days after receipt of purchase order for orders up to 100 workstations. Five (5) calendar days may be added for each additional 50 workstations.

There are numerous governmental agencies located throughout the State of California. Purchase orders for open office panel system will vary in size and complexity. The manufacturer will be held responsible to ensure that all delivery schedules will be adhered to. This will require that the manufacturer maintain an adequate number of service centers to meet the fluctuating demand for open office panel system by governmental agencies.

If RESD is experiencing late deliveries, the contract administrator will send a cure letter to the contractor and give them ten (10) business days to resolve the issue. If late deliveries continue, the contractor may be subject to default proceedings, in accordance with the General Provisions, Section 24, entitled "Termination for Default".

PACKAGING:

All cartons, packaging materials, dunnage, etc. are to be removed from the job site by the contractor and recycled (if applicable).

BILL OF LADING:

Except when payment is authorized in advance of installation, as stated above, it is the contractor's responsibility to check bill of lading, verify orders, inspect for damage, and reorder as necessary. All bills of lading must clearly identify the contents, ordering number, agency, the project transition number, and the purchase order number.

DAMAGED/INCORRECT GOODS:

When standard product is delivered damaged or incorrect product is shipped, at the customer's discretion, the contractor shall replace or repair the product within 10 business days.

INSTALLATION:

It is the contractor's responsibility to deliver and install all the ordered workstations, panels, components, and hardware. All components must be set in place, completely assembled and functional at point of use, per the State approved and contractor supplied installation drawings. A project may encompass multiple rooms and/or areas. These areas shall be ready and available to receive product at the start of the project as the product will be staged in the area that it will be installed in. The contractor is responsible for obtaining any permits necessary for the installation.

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If the contractor is unable to provide installation services within the timeframes allowed in this contract by using their own personnel then they may subcontract a local installation team to complete the work at no additional cost to the State. The contractor is fully responsible and liable for any subcontracted installer's performance under the contract.

Note: If necessary, the State reserves the right to change the installation date up to thirty business days prior to delivery. Also, the installer shall be a manufacturer-authorized installer with appropriate contractor's license.

POST INSTALLATION WALK-THROUGH AND PUNCH:

The contractor shall participate in a final walk-through inspection with RESD planner, ordering State agency, and installer. The contractor is required to provide:

1. Written checklist of deficient items.
2. Written list of incorrectly ordered/specified items and arrange for return of items for refund or credit. The contractor shall be liable for restocking fees if extra items are a result of their error in the order preparation or installation process. The ordering and/or planning State agencies shall be liable for restocking fees if extra items are a result of changes in plans provided to the contractor by RESD or ordering agency.
3. Written list of items in need of repair or replacement. If reconfiguration is required during initial installation due to contractor error, all work associated with the reconfiguration shall be considered a top priority in the contractor's work schedule. A time schedule stipulating shipping and installation periods shall be submitted for approval to the project's planner and State agency representatives. If no parts are to be ordered, the maximum turnaround for completion of the reconfiguration work shall not exceed 48 hours whenever possible. All incorrectly ordered/specified products and all labor costs associated with the reconfiguration shall be the responsibility of the contractor. Contractor shall reorder mis-ordered product within three (3) business days of final inspection.
4. The contractor shall provide a "Project Acceptance Notice" with the following features:

Dated signature blocks indicating approval from:

- a. Real Estate Services Division
- b. Ordering State Agency

RECONFIGURING SERVICE:

The supplier shall offer reconfiguring services. Reconfiguring services shall include the tear down, removal, and reinstallation of existing furniture in either the same location, another location, or in storage (without reinstallation). This service shall be provided in conjunction with/or without the purchase of new open office panel system.

The reconfiguring service shall not include the transportation and storage (if applicable) costs. The transportation and storage costs are additional costs that are above and beyond the cost for reconfiguring service of a typical workstation (see specifications). All costs shall be fair and reasonable and subject to audit by the State.

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The contractor performing the reconfiguring service shall be an manufacturer-authorized service company to reconfigure the open office panel system. This will ensure that the warranty will not be voided. If the contractor is not an authorized manufacturer service company, it shall seek certification from the manufacturer. This shall be completed prior to performing any reconfiguring service. The contractor shall provide RESD and Procurement Division with evidence that the subcontractor is authorized to reconfigure furniture.

WORKLOAD FORECASTING/DELAYS:

Contractor shall be responsible for analysis of forecasting "peak" cycles and alerting State to potential delays because of workload requirements. The State will confer with contractor regarding prioritization and adjustment of schedules as required.

PROJECT TRACKING NUMBERS:

All correspondence on a given project will contain the project/transaction number. This includes correspondence from both the contractor and the State. The State will not be responsible for using the supplier's project tracking numbers.

CONTRACT DOLLAR VALUE:

This contract will not have a guaranteed dollar value.

The State's obligation to pay is solely from funds appropriated for the acquisition of the products on this contract. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly. Receipt of a contract delegation order or purchase order under the contract is proof of availability of funds for that order.

COLOR AND FABRIC REQUIREMENTS:

The following fabric shall be the minimum acceptable level of fabric for this contract. All fabric lines normally available in the makes and models in the specifications shall be available under this contract.

Haworth

Spindrift, Basketweave

INVOICING REQUIREMENTS:

The contractor is to render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the item number, the unit price, the extension. State sales and/or use tax is to be added to each invoice. Invoices must agree completely with the final revision of the purchase order. Discounts shall be applied to purchase order totals, not line item totals.

Prompt payment discount time frames are in accordance with General Provision Section 30.

Contractor Note: State Sales and/or Use Tax is to be added to each invoice in accordance with California Sales and Use Tax Regulations 1501, 1526, 1546 and California Sales and Use Tax Annotations Section 435.0000. For additional information regarding these codes, a help line is available weekdays 8:00 AM to 5:00 PM PST at (916) 324-2926 or written inquiries may be directed to the Board of Equalization, Audit and Planning Division, 450 "N" Street, MIC 40, P.O. Box 94279, Sacramento, CA 94279-0040.

USAGE REPORTS:

The contractor must submit a detailed report every three months to the Procurement Division, Contract Management with a copy to RESD. This report is to include the total quantities per stock item number and the total dollar amount ordered from the contract by the using agencies. Invoice copies will not fulfill this requirement. State and local agencies are to be included on the report.

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The contractor must also submit to the Procurement Division, Contract Management a monthly report detailing the contract ordering activity by purchase order number, agency billing code number, purchase order total, agency name, and city location of the installation. This report will be due by the 15th of the month following the month being reported. The contractor will submit a copy of this report to RESD.

DEALERSHIPS:

List below the dealership information:

COMPANY NAME: Western Contract
STREET ADDRESS: 11455 Folsom Blvd.
CITY, STATE, AND ZIP: Rancho Cordova, CA 95742
TELEPHONE: (916) 638-3338
FAX PHONE NO.: (916) 638-2698
E-MAIL ADDRESS: yeeb@westerncontract.com
NAME OF CONTACT PERSON: Bill Yee

PROJECT MANAGER:

The supplier shall designate a Project Manager (PM) that is the sole contact that represents the manufacturer and dealership during the day-to-day operational activities with RESD. The PM shall work with RESD personnel to ensure the satisfactory delivery and installation of system furniture. The PM shall be made available to RESD during State normal working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.).

The PM, RESD, and agencies issued a delegation will have quarterly meetings (every 3 months) and on an as needed basis. These meetings will be conducted for project review and other operational activities.

List below PM information:

COMPANY NAME: Western Contract
STREET ADDRESS: 11455 Folsom Blvd.
CITY, STATE, AND ZIP: Rancho Cordova, CA 95742
TELEPHONE: (916) 638-3338
FAX PHONE NO.: (916) 638-2698
E-MAIL ADDRESS: krotinec@westerncontract.com
NAME OF CONTACT PERSON: Cameon Krotine

Contractor shall have representative available for assistance specifically knowledgeable of the terms and conditions of this contract and especially familiar with the conditions governing the specific aspects of the contract they will be monitoring.

CHANGE ORDERS:

This Contract may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying or terminating the Contract, including any modifications of the compensation payable may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the vendor. Termination, as that term is used in this section, does not include termination for default of the vendor.

EMERGENCY PURCHASES

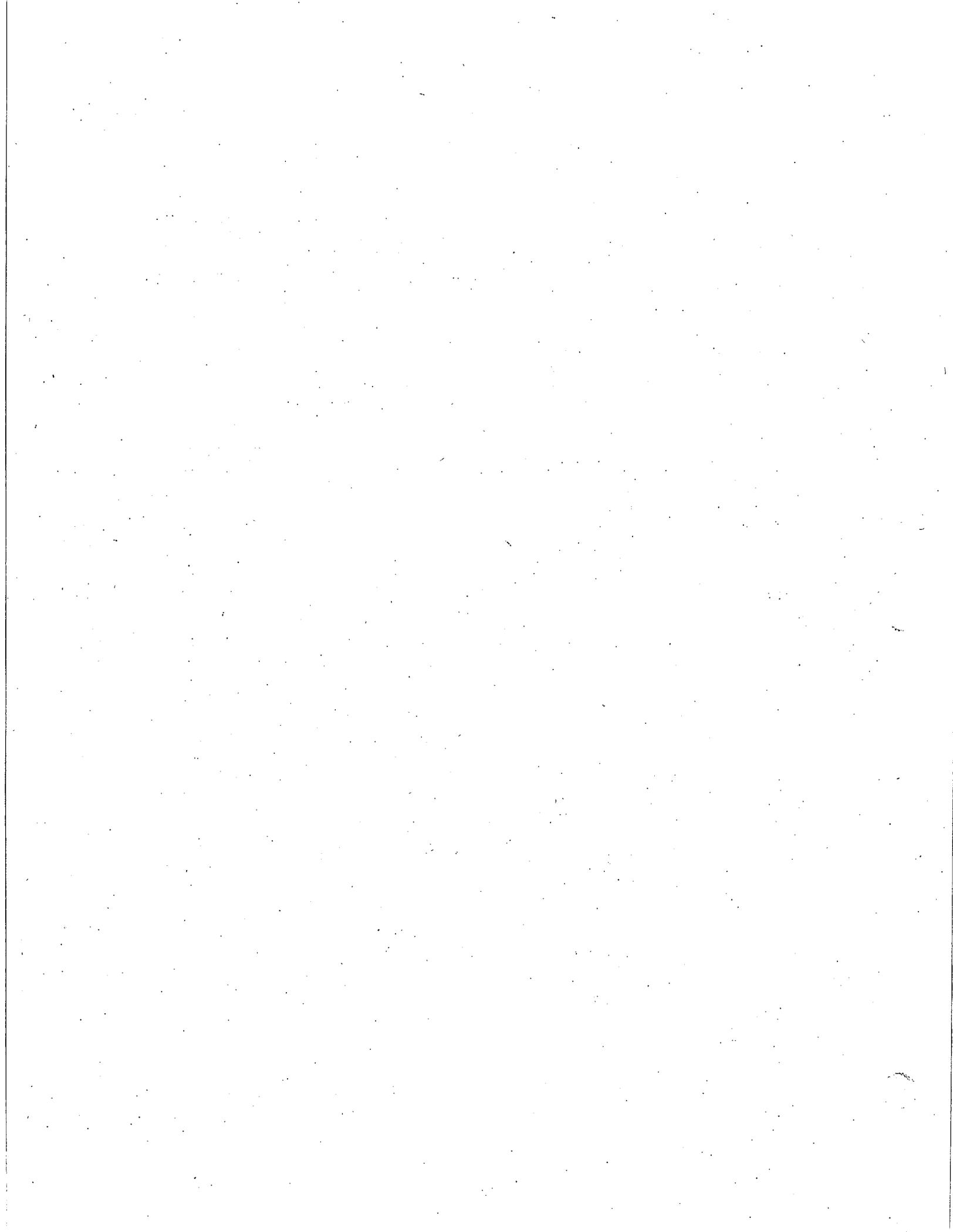
EMERGENCY PURCHASES MAY BE MADE OFF CONTRACT.

Contract (Mandatory): 1-06-71-51-MI

TERMINATION OF CONTRACT

If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to terminate any services supplied to the State under this contract and relieve the State of any further obligation therefor.

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
<p>The percentage discount is off of the manufacturer's most recently published list price. The percentage discount incorporates prevailing wages. The using State/Local Agencies may purchase any items within the Haworth Unigroup line dated June 2005 (less those restricted by the Procurement Division) for match and inter-member purposes only, at the discounted amount. The State makes no guarantees as to the quantity of any item to be purchased.</p>					
1	7195-025-5535-8	222464	LT	SYSTEM OPEN OFFICE PANEL (BY THE LOT)	VARIABLE
2	7195-025-5540-1	222464	LT	RECONFIGURATION SERVICE FOR OFFICE PANEL SYSTEM	VARIABLE
3	7195-909-0001-7	222464	VA	FURNTR-DGS/PROCUREMENT USE ONLY	VARIABLE



Specification

October 1995

Panel Systems and Hang-on Components

- > 1.0 **SCOPE** This specification establishes the minimum technical requirements for panel systems with electrical raceways and related major hang-on components intended for long term use in State offices.
- > 2.0 **SPECIFICATION AND STANDARDS** Specifications and standards referenced in this document in effect on the opening of the Invitation for Bid form a part of this specification where referenced.

3.0 **GENERAL REQUIREMENTS**

- 3.1 **Construction:** Panels and hang-on components shall be designed so that offices for clerical, technical and professional staff can be easily installed and reconfigured. Panels shall be fabric faced, accept hang-on components and capable of being connected rigidly together into free standing office groups with integral base raceways to accommodate electrical power and communications wiring. With minimal effort and without special tools, panels and components shall be capable of re-configuration to change the work space to meet changing office functions and staff levels. Major components shall include, but not be limited to, work surfaces, pedestals, shelves, flipper door units, pencil drawers, lateral files and task lighting.

Panels and components shall be capable of assembly in a center oriented configuration consisting of 3, 4, 5 and/or 6 work spaces.

The panels and components shall be offered in a range of sizes as well as in a variety of colors, fabrics and finishes.

- 3.1.1 **Panel** The standard panel shall be nominal 60 inches high. The minimum thickness, when measured at the edge of the panel, shall be 1-5/8 inches. The maximum thickness at any point shall be 2-1/2 inches. The minimum height, including the raceway, for a standard panel shall be 58 inches and the maximum height shall be 65 inches. All measurements shall be made with leveling adjustments in the "screwed in" position. Panels shall have leveling adjustment of approximately one inch in five feet. The panels shall be available in two, three, four and five foot widths. Other heights and widths may be required by the State. In those cases, the panels will be selected from the manufacturer's standard line.

All materials including all miscellaneous pieces shall be high quality commercial grade with finishes comparable to those typically found in high quality office furniture.

Cancels & Supersedes
7195-21L-02 & 7195-21L-02A
November 1992

> Indicates Revisions (Excluding Spec. No. and Date)

The standard panel shall have an electrical raceway which forms the base of the panel. The raceway shall have a cross sectional area of at least 6-1/4 square inches (when installed in a typical manner) for electrical, communication and computer wiring of which a minimum of 1-3/4 square inches shall be dedicated solely to communication and computer cabling. The raceway shall be an integral part of the finished panel. The raceway shall provide for future acceptance of the building's electrical power and communications cables from the floor, wall and/or ceiling. The raceway shall have an easily removable and replaceable cover on both sides of the panel with a durable and positive type attachment without the use of mechanical fasteners. The raceway shall have a means to hold cabling off the floor. The raceway shall be configured to allow wiring to be laid in place from one side when in a straight run or panels shall have top raceway.

Wire channels or managers shall be available to guide wires vertically along the exterior frame.

The panels shall be constructed to absorb sound and reduce sound transmission to meet or exceed the noise and sound requirements as described in Section 3.2.2, ASTM Testing.

All panels shall have steel perimeter frame enclosing the panel's inner frame. The exterior frame shall be used to connect panels to each other and receive (hang) a variety of components. The exterior frame shall extend along the top of the panel and extend down both sides. The frame shall be factory finished with high-impact acrylic, polyester, or catalyzed polyurethane coating, or comparable. The panel frames and trim shall be offered in the same finish as the components. Hang-on components shall be adjustable on one inch increments.

The panels shall be constructed with materials which will ensure a Class A fire rating when tested in accordance with ASTM E-84. All panels shall have Class A fire rated fabric surfaces.

Panels shall be capable of being disconnected as a unit and removed when in a run or intersection configuration without disturbing adjacent panels.

Various caps, trim, hinges and similar items for a complete installation shall be furnished even though they may not be individually identified in the Invitation for Bid.

3.1.2 Components Components shall be typical office furnishings which shall be panel hung (cantilevered) or mounted under other panel hung furnishings. The components shall be capable of being hung on panels without the use of legs, return panels or end floor supports. Components shall have attachment devices which insure a rigid, horizontal, plumb, and aligned installation. An integral mechanical lock and release shall be incorporated in the attachment device(s).

3.1.2.1 Work Surface Work surfaces shall be available in a variety of sizes, styles and finishes. Work surfaces shall be panel-hung with an integral self-locking mechanism for attaching to the panel frame. A five foot wide by 24 inch deep work surface and a corner work surface shall be offered as a standard items. Work surfaces shall have rounded front edge or comparable. Work surfaces shall be attached to adjacent work surfaces when installed at either desk or typing height.

A corner work surface shall be available that interconnects work surfaces of different depths (double radius corner for 36 inch to 30 inch work surfaces or 30 inch to 24 inch work surfaces).

Work surfaces shall have a high pressure laminate upper surface with an edge trim permanent adhered to either a reinforced steel or wood product core. The high pressure laminate shall be Grade GP50, NEMA Standard, LD3, high-pressure decorative laminate or comparable. The wood product core shall be particleboard ANSI A208.1, Grade 1-M-2 or comparable. Work

surfaces shall be balanced construction. All edges shall be smooth and protected with high pressure laminate (self edged), high impact plastic molding (T-molding), or comparable. Either work surfaces or the panel design shall allow for cable management between work surface and panels (cut-aways or work surface openings, etc.).

3.1.2.2 Pedestal The pedestal exterior shall be constructed entirely of metal and be available with a box (6 inch) and file (12 inch) drawer. The file drawer shall be a full depth drawer. Pedestals shall be self-contained and available in a variety of drawer configurations. Pedestals shall hang from the underside of work surfaces and shall not require floor support. Drawer dividers shall be available for box drawers and front-to-back rails shall be available for file drawers. File drawers shall accept either letter or legal size folders. Pedestals shall have suitable pulls and shall be available with locks.

Pedestals shall be constructed with metal frames and drawers.

The box and pencil drawer shall operate on slide or roller suspension. The file drawer shall be full opening and operate on a cradle type or progressive sidearm roller suspension. All suspensions shall be of such design and construction to hold the drawers squarely in their openings, to provide easy operation in hard daily usage and to permit drawer interchangeability. All suspensions shall have open and close stops both to reduce noise and to prevent the drawers from being inadvertently pulled out.

The suspension frame members and tracks shall be 16 gauge channel minimum, electroplated, formed rails, securely attached to the drawer sides and pedestal respectively or be of comparable design. They shall be positioned to firmly guide the drawer without excessive side or vertical movement. Nylon stops, or similar devices shall be installed to prevent metal-to-metal contact between the suspension members.

Cradle suspensions shall operate on not less than 4 rollers per side.

Solid steel balls when used in suspensions shall be caged to prevent dislocation. There shall be not less than 20 per side.

The balls and rollers shall be incapable of removal or dislocation unless the suspension is being intentionally dismantled. Lubrication, without excess, shall be applied in accordance with the manufacturer's usual practice.

3.1.2.3 Shelf Shelves shall be panel hung and be available in a variety of widths, depths and end heights. All shelves shall have vertical ends and a back return.

Shelves shall be constructed of steel of a sufficient gauge to meet or exceed the requirements of ANSI/BIFMA X5.6 and Section 3.3, Performance. The ends of the shelves may be particleboard, plastic or metal.

Shelves shall be formed from cold rolled steel with the front edge rolled for a smooth finished look. A rear flange/return shall be formed at a 90 degree angle. The shelf shall be designed to receive shelf dividers.

The underside of the shelves shall be capable of accepting task fluorescent lights in corresponding widths.

3.1.2.4 Flipper Door Unit The flipper door unit shall be a panel supported cabinet with a receding door.

Flipper doors shall be capable of smooth operation (both in opening and closing) from either corner without any binding and shall be stable (tendency to stay where put, either open or closed) with small forces applied to overhung edges.

A five foot wide flipper door unit shall be standard. Other widths and depths shall be available to supplement the product line. Flipper doors shall be lockable and shall conceal the material contained on the shelves.

The flipper door unit shall be comprised of a shelf as described in Section 3.1.2.3 and sides, top and door.

The door shall be metal, plastic or particle board with either a painted, fabric or high pressure laminate finish. All edges and corners shall be finished. The doors shall pivot on bearing guides and recede either under or over the top of the cabinet.

- 3.1.2.5 Pencil Drawer (Not in pedestal)** The pencil drawer units shall attach to the underside of work surfaces. All drawers shall have a suitable handle or pull tab. The pencil drawer shall be approximately 18 inches wide, 3 inches high and 15 inches deep. The drawer shall have a pencil/coin tray. The drawer shall be equipped with stops for noise reduction and to prevent inadvertent pull out.

The drawer shall be made of high impact plastic or metal.

- 3.1.2.6 Light Fixture** Fluorescent task lighting shall be an integral part of the manufacturer's panel and component system. Task lighting shall be available for 3, 4, and 5 foot components. The longest possible single fixture shall be used in lieu of multiple fixtures. The fixture shall mount to the underside of hang-on components. All fixtures shall have shielding devices.

The ballast in the lighting fixture shall meet the requirements of Title 20, California Code of Regulations, Chapter 2 for Appliance Efficiency Regulations.

The fixture shall include a prismatic lens or other suitable shielding devices. The fixture shall include a rapid start ballast, switch, fluorescent lamp and three prong plug on a 6 foot or longer electrical cord.

- 3.1.2.7 Miscellaneous** Electronic data processing support componentry shall be available as required, including but not limited to corner work surfaces, key board tray, printer accommodation and carousels.

- 3.1.3 Electrical Power and Communication Wiring** The electrical power system shall be constructed with materials to insure that the system conforms to Title 8, California Code of Regulations, Chapter 4, Section 2300 as it pertains to industrial safety.

A three circuit, five or six wire, electrical system may be added to the panel raceway at any time during or after panel installation or reconfiguration. The electrical system shall be continuous from panel to panel. Each panel shall be capable of having at least two duplex receptacles added, either on one side or on opposite sides of the panel. Each receptacle shall clearly identify which circuit is supplying power to the receptacle. Any one of the three circuits may be pre-selected to power the receptacle.

With the three circuit electrical system in place, the raceway shall have a minimum of 1-3/4 square inches unobstructed cross sectional area available for communications and computer cabling.

3.2 **Performance:** All panels and components shall be designed, constructed and installed to withstand hard daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand and rest firmly on their bases when placed on a level, carpeted surface.

3.2.1 **BIFMA Testing** All panels and components shall meet or exceed all acceptance levels of ANSI/BIFMA X5.6, American National Standard for Office Furnishings-Panel Systems-Tests. ANSI/BIFMA tests results shall be made available to the State upon request. Panels and components which do not meet or exceed the ANSI/BIFMA standard shall not be acceptable.

3.2.2 **ASTM Testing** A five foot by five foot production panel with electrical raceway shall be tested in accordance with ASTM C423, Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method. The full panel shall have a minimum NRC rating of .60. Test results from an independent testing laboratory shall be made available to the State upon request.

A five foot by five foot production panel with electrical raceway shall be tested in accordance with ASTM E90, Method for Laboratory Measurement of Airborne-Sound Transmission Loss of Building Partitions. The panels including frame shall have a minimum STC rating of .14 (typically written as 14). Test results from an independent testing laboratory shall be made available to the State upon request.

3.2.3 **State Tests** The panels and components will be tested by the State for compliance to this specification.

> For a copy of this test method contact: Supervisor, Quality Assurance Unit, 4675 Watt Avenue, P.O. Box 1015, North Highlands, CA 95660.

3.3 **Installation:** The panels and components shall be installed to form a strong, rigid work station. All panel joints shall be true and flush in full alignment. All panel surfaces shall be level, flat, smooth, tight and plumb. All components shall be installed level and plumb. The vendor shall touch up all abraded surfaces with the original finish material. The vendor shall replace any component which is bent, warped or otherwise damaged to the extent that job site repairs cannot be made to equal new undamaged components. Only clean, unused fabric shall be installed.

Two installation instruction manuals shall be provided with each order.

The vendor shall not cut, remove or damage room base covers where panels abut the existing walls. Connections to building components for stability shall not be permitted unless specifically approved by the State.

The vendor shall remove all dunnage from State property.

3.4 **Workmanship:** All items shall be neat, have a good fit, and shall be free from any defects affecting durability, serviceability, appearance or the safety of the user.

4.0 **QUALITY ASSURANCE**

4.1 **Inspection:** It shall be the responsibility of the vendor to deliver only those items which are identical in all details to those accepted for bid award. Panels and components shall be inspected and tested by the State as deemed necessary to determine conformance with specification. Panels and components which have been delivered and on inspection are found to differ from the requirements set forth in this specification will be rejected and subject to replacement by the vendor on a one-to-one basis at no cost to the State.

4.2 **Sampling:** Panels, components, and installed office systems may be sampled and inspected for compliance with this specification as deemed necessary. Sampling and inspection by attributes shall be in accordance with MIL-STD-105. An inspection lot is defined as one delivery to one agency at one time.

5.0 **PREPARATION FOR DELIVERY**

5.1 **Packaging:** Panels and components shall be packaged to ensure that goods are not damaged. Panels and components may be shipped in a "knock down" form, but the vendor is responsible to assemble and install all individual panels and components prior to acceptance.

6.0 **NOTES**

6.1 **Warranty:** All panels and components shall be unconditionally guaranteed against faulty materials and workmanship for a minimum of two years after the system has been installed. Panels, components and related parts shall be repaired or replaced during that period at no cost to the State, including freight. Normal wear and tear are excepted.

6.2 **Standard Product:** Panels and components offered to meet this specification must be standard catalogued items for which printed literature and specifications are available. All panels and components shall be new and in current production. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

6.3 **Supplemental Purchase:** The State, on an as-needed basis, may purchase any item offered in the manufacturer's standard catalog for the make and model series on the QPL. These items shall be of the same material, design, function, and high quality and contain the same warranty as the panels and components specifically mentioned and tested to meet this specification.

6.4 **Complete Installation:** The vendor shall provide all miscellaneous hardware, whether or not it is identified in the Invitation for Bid, to the installer to ensure a complete, usable installation.

6.5 **Purchases:** The State will select standard colors, fabrics and finishes from the manufacturer's catalog.

The State will supply the vendor with the lay-out plans for the space in which the panel system is to be installed. The vendor shall provide to the State copies of installation shop drawings depicting their respective modular system with all the panels and components to match the lay-out plans. The vendor shall allow for panel creepage maintaining overall lay-out dimensions. Consideration shall be given to maintaining a minimum four foot aisleways.

The vendor shall install their system to the installation shop drawings approved by the State.

> 7.0 **QUALIFIED PRODUCTS LIST (QPL)**

All panel systems submitted to the Department of General Services, Office of Procurement, for consideration have been evaluated. The following brands are considered comparable in value, utility and merit and represent an acceptable quality level.

MAKE

MODEL/SERIES

All Steel
Harpers
Haworth

8000 series with receding door style overhead cabinets
PCHP panels with PK electrical and CWS work surfaces
Unigroup panels and components with receding door style

Herman Miller
Steelcase
Westinghouse

overhead cabinets and integral component to panel locking
mechanism
Action Office Series One
Avenir with top cap knock-outs
Equity with Reuter overhead cabinets and all steel pedestals

Only those brands listed above will be acceptable for State of California purchases. The products furnished to specification shall be identical in all respects to those products originally submitted and evaluated for acceptance. Manufacturers are required to notify the Procurement Division of any changes in product identification from that initially evaluated and accepted.

Other brands will be considered for inclusion on this QPL for future bids. A request for evaluation must be submitted, in writing, to Manager, Standards and Quality Control Section, Procurement Division, P. O. Box 942804, Sacramento, CA 94204-0001. Include technical product information with your request for evaluation, but do not send samples at that time.

