**CONTRACT NO. 2306-01301** 

**PURCHASE ORDER NO. 70000296858** 

OFFICE OF THE CHIEF PROCUREMENT OFFICER



# REFERENCE CONTRACT FOR FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

**FOR** 

COOK COUNTY DEPARTMENT OF CAPITAL PLANNING AND POLICY

WITH: KNOLL, INC.

**BASED ON CHARLOTTE, NORTH CAROLINA CONTRACT NO. 2020000608** 

TONI PRECKWINKLE, COOK COUNTY BOARD PRESIDENT
RAFFI SARRAFIAN, CHIEF PROCUREMENT OFFICER

NON-FEDERALLY FUNDED CONTRACT

## PART I AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Knoll Inc., herein after the "Contractor".

WHEREAS, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code:" and

WHEREAS, the City of Charlotte, North Carolina solicited a formal Request for Proposal for Furniture, Installation, and Related Products and Services, and the Contractor was identified as the qualified and best value provider for the goods and the services; and;

WHEREAS, the City of Charlotte, North Carolina entered into a three year contract with two optional one-year renewals on January 1, 2020 for the provision of Furniture, Installation, and Related Products and Services by the Contractor for the City of Charlotte, North Carolina relative to a copy of the contract is attached hereto as Attachment I for reference purposes only, but the terms of the City of Charlotte, North Carolina contract are not made a part of or incorporated into this Contract; and

WHEREAS, the County wishes to leverage the procurement efforts of the City of Charlotte; and

WHEREAS, the County, through the Department of Capital Planning and Policy desires certain similar products and services of the Contractor; and

WHEREAS, County Offices, Departments, and Agencies may utilize this Contract for specific contracted procurement efforts; and

WHEREAS, the Contractor agrees to provide Furniture, Installation, and Related Products and Services, incorporated as Exhibit I, Specifications; and

WHEREAS, the Contractor warrants that it is ready, willing and able to deliver these products and services set forth in Exhibit 1, Specifications, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Charlotte, North Carolina Contract No. 2020000608.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

## I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "1"

## II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County from November 1, 2023 through December 31, 2024 with two, one-year renewal options.

## III. PAYMENT

In no case shall such charges exceed the amount of \$2,000,000.00. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

## IV. MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Contractor shall have a subcontracting goal of not less than 25% MBE and 10% WBE of the Contract price for work to be performed.

#### IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto, Part II General Terms and Conditions, and is incorporated herein by this reference.

## V. INCORPORATION OF EXHIBITS

This Contract incorporates the following Exhibits:

1. EXHIBIT I	SPECIFICATION
2. EXHIBIT II	SCHEDULE OF COMPENSATION
3. EXHIBIT III	ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")
4. EXHIBIT IV	BOARD APPROVAL LETTER
5. EXHIBIT V	IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
6. EXHIBIT VI	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
7. EXHIBIT VII	EVIDENCE OF INSURANCE
8. EXHIBIT VIII	ECONOMIC DISCLOSURE STATEMENT ("EDS")

## VI. ATTACHMENTS

1. ATTACHMENT I REFERENCE AGENCY NAME, CHARLOTTE, NORTH CAROLINA CONTRACT NO. 2020000608

#### **PART II - General Terms and Conditions**

#### GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the Country and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

#### **GC-02 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the Country as hereinabove provided.

#### GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

#### **GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

#### GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

#### **GC-05 PREPAID FEES**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

#### GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

#### **GC-07 PRICE REDUCTION**

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

#### **GC-08 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

## **GC-09 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director.

Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### **GC-10 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

#### GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

- 1. Failure to begin performance under the Contract within the specified time;
- 2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
- 3. Performance of the Contract in an unsatisfactory manner;
- 4. Refusal to perform services deemed to be defective or unsuitable;
- 5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
- 6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
- 7. Any assignment of the Contract for the benefit of creditors;
- 8. Any cause whatsoever which impairs performance in an acceptable manner; or
- 9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

#### **GC-12 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves

the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

#### **GC-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

#### GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

#### **GC-15 INSURANCE REQUIREMENTS**

#### **Insurance Requirements of the Contractor**

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County. Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

#### 1. Coverages

#### (a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

- (1) \$500,000 each Accident
- (2) \$500,000 each Employee
- (3) \$500,000 Policy Limit for Disease

#### (b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

#### (c) Automobile Liability Insurance

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

- (1) Liability All Autos: Bodily Injury & Property Damage \$1,000,000 per
  - 1) Occurrence
- (2) Uninsured/Motorists: Per Illinois Requirements

## (d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

#### 2. Additional requirements

#### (a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

#### (b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

#### (c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

#### GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

#### **GC-17 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

#### **GC-18 DELIVERY**

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

## GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

#### I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and subcontractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in Part I. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

#### II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

## A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### 1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

#### 2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

#### 3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from <a href="https://www.cookcountyil.gov/contractcompliance">www.cookcountyil.gov/contractcompliance</a>. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

#### B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

#### III. REDUCTION/WAIVER OF MBE/WBE GOALS

### A. Granting or Denying a Reduction/Waiver Request.

- The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
- 2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

- 3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the
- 4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
- 5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

## IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

## V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

## VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

#### VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director Cook County 118 North Clark Street, Room 1020 Chicago, Illinois 60602 (312) 603-5502

#### GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety Sheet.

#### GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

#### **GC-22 ACCIDENT REPORTS**

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

#### GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

#### **GC-24 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer County of Cook Room 1018 County Building 118 North Clark Street Chicago, Illinois 60602 (Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in the Economic Disclosure Statement or as otherwise indicated in writing to County.

#### **GC-25 TERMINATION FOR CONVENIENCE**

The County may terminate this Contract, or any portion, at any time by 180 days' notice in writing from the County to the Contractor, unless in case of emergency or egregious misconduct, wherein County can terminate the Contract immediately. Unless otherwise stated in the notice, the effective date of such termination shall be the date on the notice of termination. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination. The County will pay the contract price for the products provided and services properly provided prior to the effective date of any such termination and in accordance with Contractor's Change and Cancellation policy.

#### **C-26 GUARANTEES AND WARRANTIES**

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

## GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

## GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's

records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

#### **GC-29 QUANTITIES**

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the County.

#### GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

## **GC-31 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

#### **GC-32 COOPERATION WITH INSPECTOR GENERAL**

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

#### GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

#### **GC-34 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

#### **GC-35 FORCE MAJEURE**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

#### GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

### GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

#### **GC-38 FEDERAL CLAUSES**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. <u>Interest of Members of or Delegates to the United States Congress</u>

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

#### 2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

#### 3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

#### 4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.
- (h) If Federal funds are not utilized, the Contractor shall not be subject to the Federal clauses mentioned in this contract. The County shall notify Contractor when Federal funds are being used.

#### Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

## 6. <u>Environmental Requirements</u>

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the

future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

## 7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

#### 8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

#### 9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

## 10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

## 11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

#### 12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR):
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a
  foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or
  nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

### 13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

## 14. <u>Veteran's Preference</u>

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

## 15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses,

exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

#### 16. <u>Accessibility Compliance</u>

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

#### 17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

## 18. <u>Equal Employment Opportunity</u>

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or

refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

#### 20. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

### 21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## 22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## 23. <u>Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended</u>

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## 24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### 25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

#### 26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="Public Law 115-232">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **GC-39 CONTRACT INTERPRETATION**

In the event there is a conflict between or among any of the documents specified in Section V Incorporation of Exhibits, the terms of the General Conditions shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

EXHIBIT I SPECIFICATION

EXHIBIT II SCHEDULE OF COMPENSATION

EXHIBIT III ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

EXHIBIT IV BOARD APPROVAL LETTER

EXHIBIT V IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT EXHIBIT VI MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT

EXHIBIT VII EVIDENCE OF INSURANCE

EXHIBIT VIII ECONOMIC DISCLOSURE STATEMENT ("EDS")

#### **END OF SECTION**

## CONTRACT NO. 2306-01301 FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

## EXHIBIT I

## **SPECIFICATIONS**

#### 1. General Scope

The County is requesting the broadest selection of Office, Education, Classroom and Miscellaneous Furniture, Installation and Related Products and Services offered include but are not limited to the following:

- a. **Systems Furniture:** A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- b. **Freestanding Furniture:** A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and available from the Company;
- c. **Seating/Chairs:** A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating available from the Company;
- d. **Soft Seating:** A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories;
- e. **Filing Systems, Storage and Equipment:** A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company; and
- f. **Related Products, Support Services and Solutions:** Related office interior products and design, "Quick Ship", design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, and any other related products and services or solutions offered by the Company.

#### 2. Product Standards and Guidelines

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

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

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

All Products provided under this Contract that require assembly and installation shall be performed by the Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards. Company provided the names and addresses of each certified installer.

All work must be performed according to the standards established by the terms, specifications, and drawings for each project and meet the manufacturer's specifications and industry standards. It shall be

## CONTRACT NO. 2306-01301 FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.

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## CONTRACT NO. 2306-01301 FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

## EXHIBIT II

## SCHEDULE OF COMPENSATION

The Company's firm fixed percentage (%) discount off a manufacturer price list for each category listed in the chart below.

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

### Delivery.

- a. The fixed percentage discount is based on the delivery requirements below:
- b. Drop Ship: All deliveries shall be delivered to the site. The County is responsible for unloading.
- c. Inside Delivery: All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.

#### Installation.

- a. The fixed percentage discount, fixed hourly rate, or an hourly rate range is based on the installation requirements below:
- b. Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- c. Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.
- d. Normal Hours: Normal hours are defined as 7:00 am 5:00 pm local time.
- e. After Hours: After hours are defined as evenings, weekends and holidays.
- f. Pricing for installation and services such as design, project management, asset management, refurbishment, and other services are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for County and/or by state.

#### Design

Company has the capability to recommend and design appropriate layouts to fit the needs of the County.

### **Project Management:**

Company has the ability to provide project management services to help the County complete their projects on-time and within budget.

Storage is priced at a fixed monthly rate.

### KNOLL - CONTRACT 2020000608-11 EXHIBIT A.11 - PRICING SHEET

Contract#: 2020000608 Amendment#: 7 Vendor#: 10719

## 1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

CATEGORY	VERIFIA BLE MANUFACTURER'S LIST PRICE CATALOG AND	DROP SHIP	INSIDE DELIVERY
Systems Furniture	DATE Antenna Workspaces, Date: July 2023	68.5%	65.5%
Systems Furniture	AutoStrada. Date: July 2023	68.5%	65.5%
Systems Furniture	Currents, DISCONTINUED	176	
Systems Furniture	Dividends Horizon. Date: July 2023	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: July 2023	68.5%	65.5%
Systems Furniture	ReffPro.iles Vol II: 28_3/8" Planning, Date: July 2023	68.5%	65.5%
Systems Furniture	Series 2. Date: July 2023	68.5%	65.5%
Freestanding Furniture	Crinion Open Table DISCONTINUED		
Freestanding Furniture	DatesWeiser, Highline Collection Date: July 2023	41.0%	38,0%
Freestanding Furniture	DatesWeiser, Highline Vector, Date: July 2023	41.0%	38,0%
Freestanding Furniture	Dates Weiser. JD Collection Date: July 2023	41.0%	38.0%
Freestanding Furniture	Islands Collection. Date: July 2023	57.5%	54.5%
Freestanding Furniture	k. base: k. stand Price List, Date: July 2023	68.5%	65.5%
Freestanding Furniture	k. bench. Date: July 2023	68.5%	65.5%
Freestanding Furniture	k. screen. Date: July 2023	68.5%	65.5%
Freestanding Furniture	KnollExtra. Date: July 2023	59.5%	56.5%
Freestanding Furniture	KnollStudio Date: July 2023	52.5%	49.5%
Freestanding Furniture	LSM Collection. Date: July 2023	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: July 2023	57.0%	54.0%
Freestanding Furniture	Propeller Collection. Date: July 2023	52.5%	49.5%
Freestanding Furniture	Muuto. Date: July 2023	23.0%	20 0%
Freestanding Furniture	Rock: well Unscripted. Date: July 2023	57.5%	54.5%
Freestanding Furniture	Tone, Date: July 2023	68.5%	65.5%
Freestanding Furniture	Upstart, DISCONTINUED	100	Wat.
Seating / Chairs	Office Seating (Newson Task Seating, Remix, Life, Generation, Regeneration, Multigeneration). Date: July 2023	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: July 2023	52.0%	49 0%
Soft Seating	k. lounge, Date: July 2023	57.0%	54.0%
Soft Seating	Pixel Lounge Date: July 2023	57.5%	54.5%
Filing Systems, Storage & Equipment	Anchor. Date: July 2023	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: July 2023	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin, Date: July 2023	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: July 2023	68.5%	65.5%

KNOLL - CONTRACT 2020000608-11 EXHIBIT A.11 - PRICING SHEET Contract#: 2020000608 Amendment#: 7 Vendor#: 20729

OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal / Replacement Parts	24 Response, Date Jul y 2023	40.0%	n/a
Knoll Textiles	USA & Canada Price List 2023	50.0%	n/a
3. FIXED RATE:			
Storage			\$1.65/sq ft.

Contract#: 2020000608 Amendment#: 7 Vendor#: 20729

KNOLL - CONTRACT 2020000608-11 EXHIBIT A.11 - PRICING SHEET

2. FIXED HOURLY F	CATE RA	NGE FOI	R INSTAI	LLATION	AND OT	THER AD	DITION	AL SERV	ICES AN	D SOLUT	TIONS B	STATE	:												
Additional Services & Solutions	AL	AK	AZ	AR	CA	co	CT	DE	FL	GA	н	ID	IL	IN	LA	KS	KY	LA	ME	MD	MA	МІ	MN	MS	МО
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation -	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08		\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Expanded Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45		\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Project Management	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Asset Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Asset Management	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Refurbishment	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
Returbishment	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job
FIXED HOURLY RA	TE RANG	GE FOR I	INSTALL	ATION A	ND OTH	ER ADDI	TIONAL	SERVIC	ES AND	SOLUTIO	ONS BY S	TATE:			No. 10 to 10	- table of					-74	17. ***			
Additional Services	N. FOR	100		2000		277		27.0	200	077	077	on	-	nr.	00	con		7777	****		***	****	****	***	
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
	MT \$70.72-	NE \$70.72-	NV \$70.72-	NH \$70.72-	NJ \$70.72-	NM \$70.72-	NY \$70.72-	NC \$70.72-	ND \$70.72-	OH \$70.72-	OK \$70.72-	OR \$70.72-	PA \$70.72-	RI \$70.72-	SC \$70.72-	SD \$70.72-	TN \$70.72-	TX \$70.72-	UT \$70.72-	VT \$70.72-	VA \$70.72-	WA \$70.72-	WV \$70.72-	WI \$70.72-	WY \$70.72-
& Solutions	5110.01	(A) (A)	(202)	35,0550	((5)(5))	30.503.000	(2002)	070000	10.000	/5.55			50.550	Andrew C	15.55.0	(S.=) / (	220	575,550	/ 63/5	1.151.00	100011000	50000	05/50/05/0		10000
& Solutions Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72- \$94.28	\$70.72-	\$70.72- \$94.28	\$70.72-
& Solutions Basic Installation - Normal Hours Basic Installation -	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28
& Solutions Basic Installation - Normal Hours Basic Installation -	\$70.72- \$94.28 \$106.08- \$141.42	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-														
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours	\$70.72- \$94.28 \$106.08- \$141.42	\$70.72- \$94.28 \$106.08- \$141.43	\$70.72- \$94.28 \$106.08- \$141.44	\$70.72- \$94.28 \$106.08- \$141.45	\$70.72- \$94.28 \$106.08- \$141.46	\$70.72- \$94.28 \$106.08- \$141.47	\$70.72- \$94.28 \$106.08- \$141.48	\$70.72- \$94.28 \$106.08- \$141.49	\$70.72- \$94.28 \$106.08- \$141.50	\$70.72- \$94.28 \$106.08- \$141.51	\$70.72- \$94.28 \$106.08- \$141.52	\$70.72- \$94.28 \$106.08- \$141.53	\$70.72- \$94.28 \$106.08- \$141.54	\$70.72- \$94.28 \$106.08- \$141.55	\$70.72- \$94.28 \$106.08- \$141.56	\$70.72- \$94.28 \$106.08- \$141.57	\$70.72- \$94.28 \$106.08- \$141.58	\$70.72- \$94.28 \$106.08- \$141.59	\$70.72- \$94.28 \$106.08 \$141.60	\$70.72- \$94.28 \$106.08- \$141.61	\$70.72- \$94.28 \$106.08- \$141.62	\$70.72- \$94.28 \$106.08- \$141.63	\$70.72- \$94.28 \$106.08- \$141.64	\$70.72- \$94.28 \$106.08- \$141.65	\$70.72- \$94.28 \$106.08- \$141.66
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation -	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72-
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation -	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08-
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours Expanded Installation - After Hours Design	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08 \$141.60	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58 \$87.55	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08 \$141.60 \$87.55	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55
& Solutions Basic Installation - Normal Hours Basic Installation Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours Design Project Management	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08 \$141.60 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55 \$70.72-
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours Expanded Installation - After Hours Design	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08 \$141.60 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55 \$70.72- \$94.28
& Solutions Basic Installation Normal Hours Basic Installation After Hours Expanded Installation Normal Hours Expanded Installation After Hours Design Project Management Asset Management	\$70.72- \$94.28 \$106.08 \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08 \$141.60 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55 \$70.72- \$94.28 \$70.72-
& Solutions Basic Installation - Normal Hours Basic Installation Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours Design Project Management	\$70.72- \$94.28 \$106.08 \$141.42 \$70.72- \$94.28 \$106.08 \$141.42 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$114.48 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08 \$141.58 \$70.72- \$94.28 \$106.08 \$141.58 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08 \$141.60 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28

KNOLL, INC. AMENDMENT ELEVEN 6

KNOLL -CONTRACT 2020000608-11 EXHIBIT A.11 -PRICING SHEET Contract#: 2020000608 Amendment#: 7 Vendor#: 10719

2. UNION - FIXED		CATE RAN	GE FOR I	NSTALL!	ATION AN	D OTHER	ADDITIO:	NAL SERV	TCES AN	D SOLUTI	ONS BY S	TATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	CT	DE	FL	GA	н	ID	П	IN	IA	KS	KY	LA	ME	MD	MA	МІ	MN	MS	МО
Union Installation - Normal Hours	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57		\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61		\$140.31- \$151.63			\$140.31- \$151.66					\$140.31- \$151.71			\$140.31- \$151.74		\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Union Installation - After Hours	\$210.47- \$227.31	\$210.47- \$227.32	\$210.47- \$227.33	\$210.47- \$227.34	\$210.47- \$227.35	\$210.47- \$227.36	\$210.47- \$227.37	\$210.47- \$227.38		\$210.47- \$227.40	\$210.47- \$227.41	\$210.47- \$227.42	\$210.47- \$227.43	\$210.47- \$227.44	\$210.47- \$227.45	\$210.47- \$227.46		\$210.47- \$227.48		\$210.47- \$227.50	\$210.47- \$227.51	\$210.47- \$227.52	\$210.47- \$227.53	\$210.47- \$227.54	\$210.47- \$227.55
<u>Union</u> Project Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57		\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63			\$140.31- \$151.66			\$140.31- \$151.69		\$140.31- \$151.71			\$140.31- \$151.74		\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Union Asset Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66			\$140.31- \$151.69		\$140.31- \$151.71		\$140.31- \$151.73	\$140.31- \$151.74		\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Refurbishment	Quoted per job	Quoted per job																							
UNION - FIXED	HOURLY R	ATE RAN	GE FOR I	NSTALLA	TION AN	D OTHER	ADDITIO!	NAL SERV	ICES ANI	SOLUTIO	ONS BY ST	TATE:		-						-				-	
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	OK	OR	PA	RI	sc	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
Union Installation - Normal Hours	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64		\$140.31- \$151.66		\$140.31- \$151.68			\$140.31- \$151.71		\$140.31- \$151.73	\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Union Installation - After Hours	\$210.47- \$227.31	\$210.47- \$227.32	\$210.47- \$227.33	\$210.47- \$227.34	\$210.47- \$227.35	\$210.47- \$227.36	\$210.47- \$227.37	\$210.47- \$227.38		\$210.47- \$227.40	\$210.47- \$227.41	\$210.47- \$227.42	\$210.47- \$227.43		\$210.47- \$227.45			\$210.47- \$227.48		\$210.47- \$227.50	\$210.47- \$227.51	\$210.47- \$227.52	\$210.47- \$227.53	\$210.47- \$227.54	\$210.47- \$227.55
<u>Union</u> Project Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66		\$140.31- \$151.68		\$140.31- \$151.70	\$140.31- \$151.71	\$140.31- \$151.72		\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Union Asset Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65			\$140.31- \$151.68	\$140.31- \$151.69	\$140.31- \$151.70	\$140.31- \$151.71		\$140.31- \$151.73	\$140.31- \$151.74		\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Refurbishment	Quoted per job	Quoted per job		Quoted per job		Quoted per job																			

KNOLL, INC. AMENDMENT ELEVEN 7

KNOLL - CONTRACT 2020000608-11 EXHIBIT A.11 - PRICING SHEET Contract#: 2020000608 Amendment#: 7 Vendor#: 10719

3. FIXED MONTHLY RATE FOR STORAGE
Standard Fixed Monthly Rate
\$1.65/pg \$4

## 4. PRICING INCENTIVES AND REBATES:

Company must define the tier and add rows as required.
Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria below:

Incentives / Rebates Description	Amount or Percentage
N/A	N/A
.77	

## **EXHIBIT III**

ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

# OFFICE OF THE COOK COUNTY COMPTROLLER ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

# <u>FOR INFORMATION PURPOSES ONLY</u>

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

### **DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- · Improved cash flow and accelerated payment
- · Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- · Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

# 1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

# 2. One-Time Use Credit Card - "SUGA" Settlement

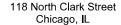
For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

# REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

# CONTRACT NO. 2306-01301 FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

# **EXHIBIT IV**

# BOARD APPROVAL LETTER





# Board of Commissioners of Cook County

# **Legislation Details**

File #: 23-2274 Version: 1 Name: Knoll Inc., Lombard, Illinois

Type: Contract Status: Approved

File created: 4/3/2023 In control: Asset Management Committee

On agenda: 9/21/2023 Final action: 10/19/2023

Title: PROPOSED CONTRACT

Department(s): Department of Capital Planning and Policy

Vendor: Knoll, Inc., East Greenville, Pennsylvania

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Furniture, Installation, and Related Products & Services

Contract Value: \$2,000,000.00

Contract period: 11/1/2023 - 12/31/2024, with two (2), one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2023 \$500,000.00, FY 2024 \$1,000,000.00, FY2025

\$500,000.00

Accounts: 11569.1031.11190.560105/7.00000.00000 (Capital Improvement Program)

Contract Number(s): 2306-01301

### Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Partial MBE waiver and Full WBE waiver.

The Chief Procurement Officer concurs.

Summary: The Department of Capital Planning and Policy requests authorization for the Chief Procurement Officer to enter into and execute a contract with Knoll, Inc. for Furniture, Installation and Related Products & Services.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Knoll, Inc. was previously awarded a contract by the City of Charlotte, North Carolina through a Request for Proposal (RFP). Cook County wishes to leverage this procurement effort.

# Sponsors:

Indexes: EARL MANNING, Director, Office of Capital Planning and Policy

# **Code sections:**

### Attachments:

Date	Ver.	Action By	Action	Result
10/19/2023	1	Board of Commissioners	approve	Pass
10/18/2023	1	Asset Management Committee	recommend for approval	Pass

File #: 23-2274, Version: 1					
9/21/2023	1	Board of Commissioners	refer	Pass	

# CONTRACT NO. 2306-01301 FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

# EXHIBIT V

# IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

Contract #: 2306-01301

# Cook County Office of the Chief Procurement Officer Identification of Subcontractor/Supplier/Subconsultant Form

ſ	7	OCPO ONLY: Disqualification
	<u>/</u>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: <sup>2306-01301</sup>	Date: 11/30/23
Total Bid or Proposal Amount: \$2,000,000	Contract Title: Furniture, Installation and Related Services
Contractor: Knoll, Inc.	Subcontractor/Supplier/ Subconsultant to be Corporate Concepts, Inc. added or substitute:
Authorized Contact for Contractor: Jay Lanenga	Authorized Contact for Subcontractor/Supplier/ Ryan Zerante Subconsultant:
Lanenga@millerknoll.com (Contractor):	rzerante@corpconc.com (Subcontractor):
Company Address 855 East Main, Ave. (Contractor):	Company Address (Subcontractor): 500 Waters Edge
City, State and Zeeland, MI 494646 Zip (Contractor):	City, State and Zip Lombard, IL 60148 (Subcontractor):
Telephone and Fax (Contractor): 616 654-2000	Telephone and Fax 630-691-8800 (Subcontractor):
Estimated Start and Completion Dates December 1, 2023 (Contractor):	Estimated Start and Completion Dates December 31, 2024 (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Works with the Client on Furniture selection and manages ordering process	75% of contract value

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor					
Corporate Concepts, Inc.					
Ryan Zerante	Digitally signed by Ryan Zerante Date: 2023.12.21 15:47:28 -06'00'				

Contract #: 2306-01301

# Cook County Office of the Chief Procurement Officer Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
Disqualification
Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2306-01301	Date: 11/30/23		
Total Bid or Proposal Amount: \$2,000,000	Contract Title: Furniture, Installation and Related Services		
Contractor: Knoll, Inc.	Subcontractor/Supplier/ Subconsultant to be Space Continuum LLC added or substitute:		
Authorized Contact for Contractor: Jay Lanenga	Authorized Contact for Subcontractor/Supplier/ John B Johnson Subconsultant:		
Email Address (Contractor): Jay.Lanenga@millerknoll.com	Email Address (Subcontractor): jgjohnson@spacecontinuumllc.com		
Company Address 855 East Main, Ave. (Contractor):	Company Address <sup>718</sup> W 18th Street Unit 1 (Subcontractor):		
City, State and Zip (Contractor): Zeeland, MI 494646	City, State and Zip Chicago, IL 60616 (Subcontractor):		
Telephone and Fax (Contractor): 616 654-2000	Telephone and Fax (Subcontractor): 312 888-3163		
Estimated Start and Completion Dates December 1, 2023 (Contractor):	Estimated Start and Completion Dates December 31, 2024 (Subcontractor):		

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Works with the Client on Furniture selection and manages ordering process	9-25% of contract value

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor					
Space Continuum	$\cap$	۸	į.	1	
Que	10	lune_	12/22	2-3	
		1			
			( /		

# Exhibit VI

Minority and Woman Owned Business Enterprise Commitment.



### **TONI PRECKWINKLE**

**PRESIDENT** 

Cook County Board of Commissioners

TARA STAMPS

1st District

DENNIS DEER 2nd District

BILL LOWRY

3rd District

STANLEY MOORE
4th District

MONICA GORDON 5th District

DONNA MILLER 6th District

ALMA E. ANAYA 7th District

ANTHONY J. QUEZADA 8th District

> MAGGIE TREVOR 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY 11th District

BRIDGET DEGNEN 12th District

JOSINA MORITA 13th District

SCOTT R. BRITTON 14th District

KEVIN B. MORRISON 15th District

FRANK J. AGUILAR 16th District

SEAN M. MORRISON 17th District OFFICE OF CONTRACT COMPLIANCE

### **Nicole Mandeville**

**DIRECTOR** 

161 N. Clark Street, Suite 2300 ● Chicago, Illinois 60601 ● (312) 603-5502

September 7, 2023

Mr. Raffi Sarrafian Chief Procurement Officer 161 N. Clark Street Chicago, IL 60601

Re: Contract No.: 2306-01301

Furniture Installation and Related Products and Services (Piggy Back)

Capital Planning

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder:

Knoll, Inc.

Contract Value:

\$2,000,000.00

Contract Goal:

25% MBE, 5% WBE

MBE/WBE

**Status** 

**Certifying Agency** 

Commitment (Direct)\*

Space Continuum

MBE AA M

City of Chicago

9%

9%

Full 10% WBE Waiver and 16% MBE Waiver Granted: Due to lack of sufficient qualified MBE's and/or WBEs capable of providing the goods or services required by the contract.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jeanetta Cardine

Jeanetta Cardine

Contract Compliance Deputy Director

JC/db

CC:

Hermine Wise, OCPO

Tamas Kutas, CP

💲 Fiscal Responsibility 🥊 Innovative Leadership 🔘 Transparency & Accountability 📴 Improved Services

# MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I.	BIDDER/I	PROPOSER MBE/WBE STATUS: (check the appropriate line)
		Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
		Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at <a href="https://www.cookcountyil.gov/contractcompliance">www.cookcountyil.gov/contractcompliance</a> )
	$\checkmark$	Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).
II.	X	Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms
achieve achieve	Direct Pa	als have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to articipation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to articipation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect onsidered.
	MBEs/W	BEs that will perform as subcontractors/suppliers/consultants include the following:
		MBE/WBE Firm: Space Continuum
		Address: 718 W. 18th Street, Unit 1, Chicago, IL
		E-mail: jgjohnson@spacecontinuumllc.com
		Contact Person: John G. Johnson Phone: (312) 883-3163
		Dollar Amount Participation: \$\$450,000
		Percent Amount of Participation: 9%
		*Letter of Intent attached? Yes X No
		MBE/WBE Firm:
		Address:
		E-mail:
		Contact Person: Phone:
		Dollar Amount Participation: \$
		Percent Amount of Participation:%
		*Letter of Intent attached? Yes No *Current Letter of Certification attached? Yes No
		Attach additional sheets as needed.

\* Letter(s) of Intent and current Letters of Certification <u>must</u> be submitted at the time of bid.

Revised: 01/29/2014

# MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Space Continuum LLC	Certifying Agency: City of Chicago
Contact Person: John G Johnson	Certification Expiration Date: 11/1/2024
Address: 718 W. 18th Street, Unit 1	Ethnicity: African American
City/State: Chicago, IL Zip: 60616	Bid/Proposal/Contract #: Contract # 2306-01301
Phone: (312) 888-3163 Fax:	FEIN #: 81-207-6247
Email: jgjohnson@spacecontinuumllc.com	
Participation: X ] Direct Indirect	
Will the M/WBE firm be subcontracting any of the goods or ser	vices of this contract to another firm?
No X Yes – Please attach explanation. Proposed Su	bcontractor(s): Metro Facility Service Inc./Systems Unlimited Inc.
The undersigned M/WBE is prepared to provide the following C more space is needed to fully describe M/WBE Firm's proposed scope	Commodities/Services for the above named Project/ Contract: (If e of work and/or payment schedule, attach additional sheets)
Project Management, Furniture Delivery, Furniture I	nstallation and Related Services
Indicate the <u>Dollar Amount</u> , <u>Percentage</u> , and the <u>Terms of P.</u> \$180,000 for this contract, 9% of contract value,	ayment for the above-described Commodities/ Services:
Payment due within 30 days after receipt of invoice	
work, conditioned upon (1) the Bidder/Proposer's receipt of Subcontractor remaining compliant with all relevant credentia County, and the State to participate as a MBE/WBE firm for the subcontractor remaining compliant with all relevant credential County, and the State to participate as a MBE/WBE firm for the subcontractor remaining compliant with all relevant credential county, and the State to participate as a MBE/WBE firm for the subcontractor remaining compliant with all relevant credential county, and the State to participate as a MBE/WBE firm for the subcontractor remaining compliant with all relevant credential county, and the State to participate as a MBE/WBE firm for the subcontractor remaining compliant with all relevant credential county.	tent will become a binding Subcontract Agreement for the above a signed contract from the County of Cook; (2) Undersigned Is, codes, ordinances and statutes required by Contractor, Cook the above work. The Undersigned Parties do also certify that they ler Description of Service/ Supply and Fee/Cost were completed.  Signature (Prime Bidder/Proposer)
John G. Johnson	Yyone Boucher
Print Name	Print Name
Space Continuum LLC Firm Name /	Knoll, Inc.
9/8/23	Firm Name 9   1 2   2 3
Date /	Date
Subscribed and sworn before me	Subscribed and sworn before me
this 8th day of September, 2023	this 12thday of September, 2023
Notary Public Lear V. Humble V Hory	Notary Public Kenderly Jay Klaun
OFFICIAL SEAL NIKKI V GAMBLE NOBLE OTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/12/24	KIMBERLY JOY KLAVER Notary Public - State of Michigan County of Ottawa My Commission Expires Sep 8, 2028 Acting in the County of

M/WBE Letter of Intent - Form 2



# DEPARTMENT OF PROCUREMENT SERVICES

# CITY OF CHICAGO

MAR 2 4 2020

John Johnson Space Continuum, LLC 2150 S. Canalport, Suite 2C - 12 Chicago, IL 60608

RE: Change in NAICS Codes

Dear Mr. Johnson:

We are pleased to inform you that we have updated your certification to properly reflect your firm's NAICS codes. Space Continuum, LLC continues to be certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 11/01/2024; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 11/01/2020, 11/01/2021, 11/01/2022 and 11/01/2023. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 11/01/2024. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 09/01/2024.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period:
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10.000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

# NAICS Code(s):

423210 - Office Furniture Merchant Wholesalers 541420 - Furniture Design Consulting Services

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise, and Business Enterprises Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Shannon E. Andrews Chief Procurement Officer

SEA/cm

# PETITION FOR PARTIAL OR FULL WAIVER - FORM 3

Bidder/F	roposer	: <u>Knc</u>	oll Inc.		
Contract	t No./Title	e: <u>23</u> 0	06-01301		
A. BID	DER/PR	<u>OPOS</u>	ER HEREBY REQUESTS:		
		_FULL	MBE WAIVER	X	PARTIAL MBE WAIVER
	X	_FULL	WBE WAIVER		PARTIAL WBE WAIVER
		_FULL I	DBE WAIVER		_PARTIAL DBE WAIVER
B. <u>REA</u>	SON FO	RPAR	TIAL/FULL WAIVER REQUEST	<u>:</u>	
	-		II check each item applicabling documentation shall be s		overall reason for a waiver request. d with this request.
	X	_(1)	Lack of sufficient qualified N goods or services required by		d/or WBEs capable of providing the ontract.
	X	<u>(</u> 2)	make it impossible or econo	mically	uirements for performing the contract infeasible to divide the contract to s and/or WBEs in accordance with the
		<u>(</u> 3)	levels and increase cost of c such MBE and/or WBE bid e	oing bus	nd/or WBEs are above competitive siness and would make acceptance of cally impracticable, taking into al contract price represented by such
		(4)	There are other relevant fac		king it impossible or economically E firms.

# **GOOD FAITH EFFORT TRANSPARENCY REPORT**

- C. <u>GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION</u> (attach sheets as necessary as Schedule 1) Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook to meet Cook County's contract specific goals.
  - 1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

# Timelines:

- a. When the Bidder/Proposer knew of the bid;
- b. When the Bidder/Proposer contacted the PCE(s);
- When the Bidder/Proposer formulated its bid and utilization plan;
   and
- d. When was the bid request due date.
- 2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
  - a. Dates of each contact attempt for each contacted PCE;
  - Whom, if anyone, the Bidder/Proposer
     communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
  - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
  - d. Attach copies of all solicitations to contacted PCEs.
- 3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
- 4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
- 5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
- 6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
- 7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

# Petition for Full WBE Waiver Good Faith Efforts

MillerKnoll does not currently have an authorized dealer partner that is certified as a WBE by Cook County or by the City of Chicago.

MillerKnoll's lead dealer partner for this contract, Corporate Concepts, is certified as a WBE by the Women's Business Enterprise National Council (WBENC). Corporate Concepts is also certified as a WBE by the State of Illinois under the Business Enterprise Program.

There are barriers, specifically owner net worth, that preclude Corporate Concepts from becoming certified as a WBE by Cook County or the City of Chicago.

MillerKnoll has reviewed the WBE Certification Directory provided by Francisco Garcia, Compliance Cook County.

- Phoenix Woodworking Corporation does not provide the types of modular furniture products required under these contracts.
- Miller Knoll has contacted the other WBE firms with results as follows:

# **American Filing Solutions**

Date of Call – 6/7/2023 Time of Call – 8:49 AM Spoke To – Sri Rao Designation - WBE

American Filing Solutions (AFS) specializes in Mobile Filing Systems and Shelf Storage. They have been in business for 24 years. They are an authorized dealer for Global and Hon which is a barrier to participation. Companies selling those products are not able to sell MillerKnoll products per MillerKnoll policy. AFS does not have current capability to specify MillerKnoll and have not done so in the past. There is significant concern with their ability to project manage and install large systems and private office projects with products they have no prior experience with. Based on these factors they are not a viable option for supporting MillerKnoll on the piggyback contracts.

# Hallagan Office Supplies

Date Called – 6/7/2023 Time Called – 9:21 AM Spoke To – Joan Hallagan Designation - WBE

Hallagan Office Supplies does not sell any sort of office furniture. They focus exclusively on office supplies and equipment such as printers. These products are not typically included in an FF&E package or if they are, they are minimally required. Based on their lack of experience with modular office furniture of the types to be procured under the piggyback contracts, there is no viable path for them to be a WBE partner.

# Nova Stationers DBA/Meadows Office Supplies

Date of Call – 6/7/2023 Time of Call – 9:30 AM Spoke To – Zachery Wong Designation – WBE/MBE

Nova Stationers does carry a limited scope of office furniture but primarily focuses on office supplies. They offer a private label furniture line, but it is all preconfigured and ordered directly by their customers on their web site. They do not have any experience working in the contract furniture industry and are not a full-service furniture dealer. Nova Stationers does not do large scale furniture projects and does not have the team necessary to manage modular furniture projects of any size and scope. Given MillerKnoll's ultimate accountability for the modular furniture products and services under the piggyback contract, we do not feel Nova Stationers is able to provide any effective service support, and are therefore not a viable WBE partner.

# Tribune Products Company

Date of Call – 6/7/2023 Time of Call – 9:43 AM Spoke To – Jeff Day Designation – WBE/MBE

Tribune Products Company is family owned and has been in business since 1979. They are an authorized dealer for Global and Hon, do limited work with Teknion, and represent the Evolve Furniture Group for systems furniture requirements. As previously stated, there is a barrier to

participation. Companies selling Global, Hon and Teknion products are not able to sell MillerKnoll products per MillerKnoll policy.

According to Jeff Day, Tribune Products Company focuses on small to medium size projects and does not get involved in the 300 – 400 station/private office projects expected under this contract. They don't have an in-house design team experienced with use of Giza or CAD for specifying furniture. While they do have some extremely limited capabilities in the contract furniture arena, their current lack of knowledge/experience with MillerKnoll products and with the specification tools utilized by MillerKnoll precludes them from being able to provide services under these contracts. We estimate there would be a minimum 12-18 month training period required to bring the Tribune team to a level of competency where they could be an effective partner. Tribune Products Company is not a viable WBE partner for MillerKnoll. However, Corporate Concepts can continue to explore the potential to partner with this WBE certified firm as an indirect participant in the future.

For these reasons, MillerKnoll is requesting a full waiver for WBE Participation for this contract.

# Petition for Partial MBE Waiver Good Faith Efforts

Due to Cook County's intention to issue purchase orders directly to Herman Miller and to Knoll rather than through our dealer partners, the value of the furniture being purchased will not count toward the MBE goal. Only the value of services to receive, deliver and install furniture and/or the value of project management services that are subcontracted by MillerKnoll to our MBE dealer partner (Space Continuum LLC) will count toward the MBE goal.

The example below shows how the change in order methodology impacts the MBE participation:

# Originally proposed Order Methodology/Money Flow Model – Cook County issues PO to MillerKnoll Dealer

This is an example using a \$100,000 order to Space Continuum for Knoll furniture and furniture related services.

- Cook County issues a \$100,000 order directly to Space Continuum
  - \$90,000 worth of Knoll furniture \$10,000 worth the services (Receive, Deliver and Install (RDI) and project management)
- Space Continuum purchases \$90,000 of furniture from Knoll Inc.
- Space Continuum invoices Cook County for \$100,000

- Space Continuum pays Knoll Inc, \$90,000 for the furniture
- Space Continuum keeps \$10,000 for the RDI and project management services
- MBE participation is 100% of project (contract) value

Cook County recently determined they are unable to place the orders directly with our MBE partner, and instead, must place orders directly with the contract holder. Using the same example as above, the money flow changes significantly.

# Revised Order Methodology/Money Flow Model - Cook County issues P.O. directly to Knoll Inc.

This is an example using a \$100,000 order to MillerKnoll for Knoll furniture and furniture related services.

• Cook County issues a \$100,000 order to Knoll Inc.

\$90,000 worth of Knoll furniture \$10,000 worth the services (Receive, Deliver and Install (RDI) and project management)

- Space Continuum enters a \$100,000 order (\$90,000 of Knoll furniture and \$10,000 in Space Continuum services)
- Knoll invoices Cook County for \$100,000
- Knoll keeps \$90,000 for the furniture
- Knoll pays Space Continuum \$10,000 for the RDI and project management services
- MBE participation is 10% of project (contract) value.

The value of services relative to the value of furniture is a variable on every project. Product mix and project complexity plays a significant role in determining that ratio. However, project services are not typically 25% of the value of a furniture procurement. Without specific information about the projects ahead and the factors such as project phasing, site conditions, access to freight elevators, normal business hour installation vs. after hours installation etc. that can greatly impact cost of services, our best estimate is that project services will be approximately 9% of the furniture value. We therefore estimate that MillerKnoll can achieve 9% MBE participation through subcontracted services.

Based on the change in order methodology, MillerKnoll is requesting a partial waiver for MBE participation, specifically, a reduction from 25% to 9% MBE participation.

We have taken a more conservative approach to estimating the achievable MBE participation percentage since there is no existing data to use for that purpose. Once such data becomes available, we can re-evaluate our MBE participation and adjust the percentage based on historical information. Until then, we believe 9% is the maximum commitment that MillerKnoll can make for this contract.

# **GOOD FAITH EFFORT TRANSPARENCY REPORT**

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

Docusigned by:

Jay Lawring

Senior Director of Contracts

September 7, 2023 | 2:24 PM EDT

Signature and Title of Bidder/Proposer

Title

Date

# CONTRACT NO. 2306-01301 FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

# EXHIBIT VII

# **EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW	CONTACT NAME: Carolyn Schultz PHONE (A/C, No, Ext): 616-233-0910	NAME: Carolyn Schultz				
Suite 301	E-MAIL ADDRESS: carolyn_schultz@ajg.com	E-MAIL ADDRESS: carolyn_schultz@ajg.com				
Grand Rapids MI 49503	INSURER(S) AFFORDING	COVERAGE NAIC #				
	INSURER A: XL Insurance America, Inc.	. 24554				
INSURED HERMI	INSURER B: The Travelers Indemnity C	ompany of CT 25682				
Knoll Inc. 1235 Water St	INSURER C: Standard Fire Insurance Co	ompany 19070				
PO Box 157	INSURER D: Everest National Insurance	Company 10120				
East Greenville PA 18041	INSURER E :					
	INSURER F:					

# COVERAGES CERTIFICATE NUMBER: 960595268 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TOTAL STATE OF SUCH I						
INSR LTR		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
В	X COMMERCIAL GENERAL LIABILITY	Y	HC2EGLSA9P53026ATCT23	6/1/2023	6/1/2024	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X Contractual Liab					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
	X POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY	Υ	HC2ECAP9P530258TCT23	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X Hired Phydmg						\$
D	X UMBRELLA LIAB X OCCUR		XC8CU00048231	6/1/2023	6/1/2024	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED X RETENTION \$ 10,000						\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB4T50865923NCT	6/1/2023	6/1/2024	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Global Property "All Risk" Incl Business Income		US00117039PR23A	6/1/2023	6/1/2024	\$5,000,000 Unnamed Locations	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Charlotte, Cook County, its officials, employees and agents are shown as additional insured solely with respects to General Liability coverage per form CG D4 11 (designated person or organization) and Automobile Liability perform CA T4 74 as evidenced herein as required by written contract with respect to work performed by the named insured. Coverage is on a Primary Non-Contributory basis for General Liability per form CG T1 00 02 19. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER	CANCELLATION
Cook County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
118 North Clark Street, Room 1020 Chicago, IL 60602	AUTHORIZED REPRESENTATIVE

# CONTRACT NO. 2306-01301 FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

# **EXHIBIT VIII**

ECONOMIC DISCLOSURE STATEMENT ("EDS")

# COOK COUNTY ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

# SECTION 1 INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions**. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a forprofit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

# INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement**. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

CONTRACT #: 2306-01301

### **SECTION 2**

# **CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

# A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois:
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

# B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bidrigging or bid rotating.

# C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

### D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

### E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

### F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

# G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

### H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

# I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at <a href="https://www.municode.com">www.municode.com</a>.

# J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

# **SECTION 3**

# REQUIRED DISCLOSURES

1.	DISCLOSURE OF LOBBYIST CONTACTS						
List all	persons t	hat have made lobbying contacts on your behalf with respect to this contract:					
Name N/A		Address					
2.	LOCAL	BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)					
establis which e or more	hment lo mploys the Persons	neans a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide cated within the County at which it is transacting business on the date when a Bid is submitted to the County, and ne majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture time of the Bid submittal, have such a bona fide establishment within the County.					
	a)	Is Applicant a "Local Business" as defined above?  Yes: No:					
	b)	If yes, list business addresses within Cook County:					
	c)	Does Applicant employ the majority of its regular full-time workforce within Cook County?  Yes:  No:					

# 3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

# 4. REAL ESTATE OWNERSHIP DISCLOSURES. The Applicant must indicate by checking the appropriate provision below and providing all required information that either: a) The following is a complete list of all real estate owned by the Applicant in Cook County: PERMANENT INDEX NUMBER(S): (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS) OR: b) The Applicant owns no real estate in Cook County. 5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES. If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. County reserves the right to request additional information to verify veracity of information contained in this statement.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant <u>and</u> is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This S	Statement is being	g made b	y the [ ] App	licant o	. []]	Stock/Ber	neficial Interest Holder
Identi	Statement is an: fying Information Knoll, Inc.	:	[ ] Orig			Amended	Statement
D/B/A:					EEINI # C	Only: 133	3873847
Street	Address: 1235 W						
City: _	East Greenville			State:	PA		Zip Code: 18041-2202
Phone	No.:			lumber: _			Email:
(Sole	County Business R Proprietor, Joint Vorate File Number (i	enture Pa	rtnership)				
Form	of Legal Entity:						
	Sole Proprietor		Partnership	V	Corporation		Trustee of Land Trust
	Business Trust		Estate		Association		Joint Venture
	Other (describe)	_					

CONTRACT #: 2306-01301

### Ownership Interest Declaration:

1.

more than five percent (5%) in the Applicant/Holder. Percentage Interest in Name Address Applicant/Holder BlackRock, Inc. 55 East 52nd Street New York, NY 10055 16.3% The Vanguard Group, Inc. 100 Vanguard Blvd. Malvern, PA 19355 10.74% 2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held. Name of Agent/Nominee Name of Principal Principal's Address ] No 3. Is the Applicant constructively controlled by another person or Legal Entity? ] Yes If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised. Name Address Percentage of Relationship Beneficial Interest Corporate Officers, Members and Partners Information: For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture. Title (specify title of Term of Office Name Address Office, or whether manager or partner/joint venture) See Attached Declaration (check the applicable box): I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved 1 any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action. I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of

# COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

Α.	PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY
	Name of Person Doing Business with the County:Knoll, Inc.
	Address of Person Doing Business with the County: 1235 Water Street, East Greenville, PA 18041
	Phone number of Person Doing Business with the County: 616-654-3897
	Email address of Person Doing Business with the County:Jay_Lanenga@millerknoll.com
	If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
	(616)654-3897 Jay_Lanenga@millerknoll.com
B.	DESCRIPTION OF BUSINESS WITH THE COUNTY Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:
	The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:
	2306-01301
	The aggregate dollar value of the business you are doing or seeking to do with the County: \$\\$2,000,000
	The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Hermine Wise, Contract Negotiator, Office of the Chief Procurement Officer
	The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:  Tamas Kutas, Assistant Director Department of Capital Planning and Policy
C.	DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS
	Check the box that applies and provide related information where needed
	The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
X	The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

# COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			
If more space is needed, atta	ach an additional sheet followin	ng the above format.	
			ilial relationship between at least of
entity, agents autho contractual work wi and/or a person hole the other. The fam Name of Member of Board of Director for Business Entity Doing Business with	rized to execute documents on ith the County on behalf of the	behalf of the business entity and/or business entity, on the one hand, a e of Illinois, Cook County, and/or a	general administration of the business remployees directly engaged in and at least one Cook County employing municipality within Cook County Nature of Familial Relationship*
entity, agents autho contractual work wi and/or a person hole the other. The fam Name of Member of Board of Director for Business	rized to execute documents on ith the County on behalf of the ding elective office in the State ilial relationships are as follows: Name of Related County Employee or State, County or	behalf of the business entity and/or business entity, on the one hand, a c of Illinois, Cook County, and/or a pws:  Title and Position of Related County Employee or State, County	or employees directly engaged in and at least one Cook County employing municipality within Cook Count Nature of Familial

# CONTRACT #: 2306-01302

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			N
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Employee of Business Entity Directly Engaged in Doing Business with the County  NA	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship <sup>*</sup>
Į.	f more space is needed, attach	n an additional sheet following the	above format.
VERIFICATION: To the backnowledge that an inaccur	pest of my knowledge, the info ate or impomplete disclosure is	ormation I have provided on this dispunishable by law, including but the second	sclosure form is accurate and complete. I not limited to fines and debarment.
Signature of Recipient		Date	

**SUBMIT COMPLETED FORM TO:** 

Cook County Board of Ethics 69 West Washington Street, Suite 3040, Chicago, Illinois 60602

Office (312) 603-4304 – Fax (312) 603-9988 CookCounty.Ethics@cookcountyil.gov

<sup>\*</sup> Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

# **SECTION 4**

# COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

l.	Contract Informa	ation:			
Contrac	ot Number:	2306-01301			
County	Using Agency (req	uesting Procurement):	Department of Pla	anning and Policy	
II.	Person/Substan	tial Owner Information:			
Person	(Corporate Entity N	Name): Knoll, Inc.			
Substa	ntial Owner Comple	ete Name:			
FEIN#	133873847				
			E-mail address;		
Street A	Address: 1235 V	Vater Street			
City:	East Green	ville	State:	PA	<sub>Zip:</sub> 18041-2202
Home F	Phone: ( )	Se			
III.	Compliance with	n Wage Laws:			
plea, m	he past five years I ade an admission o owing laws:	has the Person/Substantial of guilt or liability, or had ar	Owner, in any judicial or an administrative finding mad	administrative proceeding, be de for committing a repeated	een convicted of, entered a or willful violation of any of
١	10	Illinois Wage Payment a	and Collection Act, 820 ILC	S 115/1 et seq., YES or NO	
N	lo	Illinois Minimum Wage	Act, 820 ILCS 105/1 et seq.	, YES or NO	
N	lo	Illinois Worker Adjustme	ent and Retraining Notificati	ion Act, 820 ILCS 65/1 et seq	, YES or NO
٨	lo	Employee Classification	n Act, 820 ILCS 185/1 et se	eq., YES or NO	
N	lo	Fair Labor Standards A	ct of 1938, 29 U.S.C. 201, e	et seq., YES or NO	
N	lo	Any comparable state s	tatute or regulation of any s	state, which governs the payr	ment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

#### IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V.	Affirmation The Person/Substantial ซึ่งเก๊ย ซักเกรา that all statem	ents contained in the Affidavit are	e true, accurate and complete.		
	Signature: Jay Lanunga		Date:	2:18 PM	EDT
	Name of Person signing (Print): Jay Lanenga	Title:	of Commercial Contracts		
	Subscribed and sworn to before me this/	_day of _fune	, 20_ <i>23</i>		
X	Notary Public Signature	Notary Seal			
Note:	The above information is subject to verification pric		ERIN K MOLENHOUSE Notary Public - State of Michigan County of Allegan My Commission Expires Mar 30, 20 Acting in the County of	28	

#### **SECTION 5**

#### CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

	Execution by C
Knoll, Inc.	Cleer Cle
Corporation's Name	President's Printed Name and Signature
616-654-2000	Andi_Owen@millerknoll.com
Telephone daniline of Ri	Email 6/23/2023
Secretary Signature	Date
	Execution by LLC
LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email
Execut	tion by Partnership/Joint Venture
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email
Exe	cution by Sole Proprietorship
Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email
Subscribed and sworn to before me this  23rd day of JUNL, 2023.  Cunk Udunhourl	ERIN K MOLENHOUSE  Notary Public - State of Michigan  County of Allegan  My Commission Expires Mar 30, 2028  Acting in the County of
Notary Public Signature	Notary Seal

<sup>\*</sup>If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

Digitally signed by Raffi

# SECTION 6 COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian Date: 2024.01.25 15:49:43 -06'00'	
Cook County Chief Procurement Officer	Date
APPROVED AS TO FORM:	
James Beligratis	1/19/24
Assistant State's Attorney (Required on contracts over \$1,000,000	Date
CONTRAC	T TERM & AMOUNT
2306-01301	
Contract #	-
November 1, 2023 to December 31, 2024	two (2), one (1) year renewal options
Original Contract Term	Renewal Options (If Applicable)
\$2,000,000.00	
Contract Amount	a.
October 19, 2023	
Cook County Board Approval Date (If Applicable)	APPROVED BY THE BOARD OF
	COOK COUNTY COMMISSIONERS
	OCT 19 2023
	COM

#### MillerKnoll Board of Directors



Mary Vermeer Andringa
Chair of the Board, Vermeer
Since 2015
Year first became a director
1999
Year term expires
2023



David Brandon
Chairman and Chief Executive Officer, Toys"R"Us, Inc.
From 2015 to 2018
Year first became a director
2011
Year term expires
2024



Douglas D. French
Managing Director, Sante Health Venture
Since 2007
Year first became a director
2002
Year term expires
2024



John R. Hoke III

Vice President, Chief Design Officer, Nike, Inc.
Since 2010

Year first became a director
2005

Year term expires
2024



Lisa Kro
Chief Financial and Administrative Officer at Ryan Companies US,
Inc.

Since 2019

Year first became a director

2012

Year term expires

2022



Heidi Manheimer
Independent Consultant
Since 2015
Year first became a director
2014
Year term expires
2024



Candace Matthews
Chief Reputation Officer, Amway
Retired 2019
Year first became a director
2020
Year term expires
2023



Andrea (Andi) Owen
President and Chief Executive Officer, MillerKnoll, Inc.
Since 2018
Year first became a director
2018
Year term expires
2023



Mike Smith
General Partner and co-founder, Footwork
Since 2021
Year first became a director
2019
Year term expires
2022



Mike R. Smith

Executive Vice President and Chief Financial Officer, McCormick & Company, Inc.

Since 2016

Year first became a director

2021

Year term expires

2024



2022

Michael A. Volkema
Chairman of the Board, MillerKnoll, Inc.
Since 2000
Year first became a director
1995
Year term expires

# CONTRACT NO. 2306-01301 FURNITURE INSTALLATION AND RELATED PRODUCTS AND SERVICES

## ATTACHMENT I

REFERENCE CONTRACT NAME: CITY OF CHARLOTTE, NORTH CAROLINA;
REFERENCE CONTRACT NO. 2020000608

# STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

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

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

#### **RECITALS**

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

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

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

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

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

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

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

#### **CONTRACT**

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

of this Contract or any other Exhibit to this Contract, the language of Exhibit D shall prevail. Each reference to Knoll, Inc. in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICING SHEET

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: PROPOSAL RESPONSE FORMS

EXHIBIT D: FEDERAL CONTRACT TERMS AND CONDITIONS

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

#### 3. DESCRIPTION OF PRODUCTS AND SERVICES.

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

#### 4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES.

The City agrees to pay the Company a fixed price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

- 4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS. The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.
- 4.4. INVOICES. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to <u>cocap@charlottenc.gov</u>.

- 4.5. DUE DATE OF INVOICES. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.
- 4.6. PRE-CONTRACT COSTS. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date of this Contract.
- 4.7. AUDIT. During the term of this Contract and for a period of one (1) year after termination of

this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

- 5. TIME IS OF THE ESSENCE. Time is of the essence in having the Company provide Products and perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
- 6. NON-APPROPRIATION OF FUNDS. If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 7. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
  - 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
  - 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
  - 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
  - 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Products/Services, and status reporting;
  - 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
  - 7.6. Communication among and between the City and the Company's staff;
  - 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
  - 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Products/Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
  - 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
  - 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Products/Services.

- 8. CITY PROJECT MANAGER. The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Products/Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.
- 9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND **FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

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

- 10.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Products/Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.
- 11. BACKGROUND CHECKS. Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

• If the job duties require driving: A motor vehicle records check.

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

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

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

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

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

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

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

- **13. NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Furniture, Installation, and Related Products and Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.
- **14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date.

#### 15. REPRESENTATIONS AND WARRANTIES OF COMPANY.

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

- subcontractors pursuant to this Contract shall meet the highest industry standards and Services shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 15.1.4. Neither the Products/Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 15.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to provide Products and perform the Services described or referenced in Exhibit B;
- 15.1.6. All information provided by the Company about each Company employee is accurate; and
- 15.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 15.2. ADDITIONAL WARRANTIES. The Company further represents and warrants that:
  - 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
  - 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
  - 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
  - 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
  - 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
  - 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

#### 16. OTHER OBLIGATIONS OF THE COMPANY.

- 16.1. WORK ON CITY'S PREMISES. The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to providing Products and performing Services on the City's premises.
- 16.2. RESPECTFUL AND COURTEOUS BEHAVIOR. The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 16.3. REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES. In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

- 16.4. REGENERATION OF LOST OR DAMAGED DATA. With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 16.5. NC E-VERIFY REQUIREMENT. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 16.6. NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

#### 17. REMEDIES.

- 17.1. RIGHT TO COVER. If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
  - a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Products/Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
  - b. Deduct any and all expenses incurred by the City in obtaining or performing the Products/Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the products/services exceed the amount due the Company, collect the amount due from the Company.
- 17.2. RIGHT TO WITHHOLD PAYMENT. If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF. The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Products/Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 17.4. SETOFF. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 17.5. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and

not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

#### 18. TERM AND TERMINATION OF CONTRACT.

- 18.1. TERM. This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.
- 18.2. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Products provided and Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the Products received and the number hours of Services rendered through the termination date and the percentage of completion of each task.
- 18.3. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
  - a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
  - b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
  - c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to provide the Products and perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

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

- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 18.5. NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 18.6. CANCELLATION OF ORDERS AND SUBCONTRACTS. In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services in process or performed under this Contract to the date of termination.
- 18.7. AUTHORITY TO TERMINATE. The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Contract.
- 18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS. Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 18.10. OTHER REMEDIES. The remedies set forth in this Section and Section 19 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 19. TRANSITION PRODUCTS/SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products/Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Products/Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Products/Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Products/Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.
- 20. CHANGES. In the event changes to the Products/Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a "Change Statement"). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Products/Services and time for delivery and completion of the Products/Services, including the impact on all Milestones and delivery dates and any associated price.

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

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

# 21. CITY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that all pre-existing intellectual property rights in all materials, documentation, and Products pre-existing at the Effective Date remain the property of the originating party and that all intellectual property rights are not contemplated under this agreement but instead shall be addressed and governed by a separate development agreement to the extent applicable. The Company will treat as Confidential Information under the Confidentiality and Non- Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

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

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

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

**24. SUBCONTRACTING.** Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

# 25. CONFIDENTIAL INFORMATION.

- 25.1. CONFIDENTIAL INFORMATION. Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:
  - 25.1.1. *Trade secrets*. For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples

- of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 25.1.2. Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 25.1.3. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 25.1.4. Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 1604-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 25.1.5. Citizen or employee social security numbers collected by the City.
- 25.1.6. Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 25.1.7. Local tax records of the City that contains information about a taxpayer's income or receipts.
- 25.1.8. *Any attorney / City privileged information disclosed by either party.*
- 25.1.9. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 25.1.10. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- 25.1.11. Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 25.1.12. Billing information of customers compiled and maintained in connection with the City providing utility services.
- 25.1.13. Other information that is exempt from disclosure under the North Carolina public records laws.

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

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

- 25.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
  - 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
  - 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer

- Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
- 25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 25.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
  - 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
  - 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
  - 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
  - 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
  - 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
  - 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 25.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
- 25.5. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential

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

#### 26. INSURANCE.

- 26.1. TYPES OF INSURANCE. The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:
  - 26.1.1. Automobile Liability Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit bodily injury and property damage.
  - 26.1.2. Commercial General Liability Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
  - 26.1.3. Workers' Compensation and Employers Liability meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

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

## 26.2. OTHER INSURANCE REQUIREMENTS.

- 26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 26.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

- 26.2.5. If any part of the Products/Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
- 27. COMMERCIAL NON-DISCRIMINATION. As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

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

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

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

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

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

For the Company:	For the City:
Wayne McDorman	Kay Elmore
Knoll, Inc.	City of Charlotte
1050 K Street, NW	City Procurement
2 <sup>nd</sup> Floor	600 East Fourth Street, 9 <sup>th</sup> Floor
Washington, DC 20001	Charlotte, NC 28202
Phone: 703-501-4855	Phone: 704-336-2524
Fax: 202-973-0468	Fax: 704-632-8252
E-mail: wmcdorman@knoll.com	E-mail: kelmore@charlottenc.gov

With Copy To:	With Copy To:
Andrew Pierce	Adam Jones
Knoll, Inc.	City of Charlotte
Knoll Contracts	City Attorney's Office
1235 Water Street	600 East Fourth Street, 15 <sup>th</sup> Floor
East Greenville, PA 18041	Charlotte, NC 28202
Phone: 215-679-1830	Phone: 704-336-3012
E-mail: apierce@knoll.com	E-mail: amjones@charlottenc.gov

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

#### 29. MISCELLANEOUS.

- 29.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 29.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 29.3. GOVERNING LAW AND JURISDICTION. The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 29.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 29.5. CITY NOT LIABLE FOR DELAYS. It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

#### 29.6. FORCE MAJEURE.

- 29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.
- 29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.
- 29.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 29.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 29.9. APPROVALS. All approvals or consents required under this Contract must be in writing.
- 29.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 29.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:
  - Section 4.3 "Employment Taxes and Employee Benefits"
  - Section 15 "Representations and Warranties of Company"
  - Section 18 "Term and Termination of Contract"
  - Section 21 "City Ownership of Work Product"
  - Section 23 "Indemnification"
  - Section 25 "Confidential Information"

- Section 26 "Insurance"
- Section 28 "Notices and Principal Contacts"
- Section 29 "Miscellaneous"
- 29.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 29.13. DRAFTER'S PROTECTION. Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 29.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 29.15. CONFLICT OF INTEREST. The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 29.16. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 29.17. HARASSMENT. The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 29.18. TRAVEL UPGRADES. The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.
- 29.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal

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

[Signature Page Follows]

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

KNOLL, INC. *n* 

ву: <u>A-t,o!Nu.,,.r</u> <u>if'''</u>

(signature)

PRINTNAME: A-nclre-w 7.e < .e

TITLE: <u>u,,r-e c..\-o<</u> <u>Ccrn\.,--o.ct ..\.,ri</u>

DATE:  $\sqrt{-z}$ ...  $IO^{\circ}$  I C

CITY OF CHARLOTTE: CITY MANAGER'S OFFICE

BY: Q Q (signature)

PRINT NAME: Angle C. Col

TITLE: ASST. City Manager

DATE: 1/6/25

# **EXHIBIT A – PRICING SHEET**

### KNOLL - CONTRACT 2020000608 EXHIBIT A - PRICING SHEET

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY		
Systems Furniture	Antenna Workspaces, Date: March 2019	68.5%	65.5%		
Systems Furniture	AutoStrada, Date: March 2019	68.5%	65.5%		
Systems Furniture	Currents, Date: March 2019	68.5%	65.5%		
Systems Furniture	Dividends Horizon, Date: March 2019	68.5%	65.5%		
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: March 2019	68.5%	65.5%		
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: March 2019	68.5%	65.5%		
Systems Furniture	Series 2, Date: March 2019	68.5%	65.5%		
Freestanding Furniture	DatesWeiser, Date: January 2018	41.0%	38.0%		
Freestanding Furniture	k. bench, Date: March 2019	68.5%	65.5%		
Freestanding Furniture	k. stand, Date: March 2019	68.5%	65.5%		
Freestanding Furniture	KnollExtra, Date: March 2019	59.5%	56.5%		
Freestanding Furniture	KnollStudio Volume I, Date: March 2019	52.5%	49.5%		
Freestanding Furniture	KnollStudio Volume II, Date: March 2019	52.5%	49.5%		
Freestanding Furniture	KnollStudio (Pixel), Date: March 2019	57.0%	54.0%		
Freestanding Furniture	Muuto, Date: Q2 2019	23.0%	20.0%		
Freestanding Furniture	Rockwell Unscripted, Date: March 2019	57.5%	54.5%		
Freestanding Furniture	Tone, Date: March 2019	68.5%	65.5%		
Freestanding Furniture	Upstart, Date: March 2019	68.5%	65.5%		
Seating / Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: March 2019	59.5%	56.5%		
Seating / Chairs	Office Seating (Moment, Ollo), Date: March 2019	52.0%	49.0%		
Soft Seating	k. lounge, Date: March 2019	57.0%	54.0%		
Filing Systems, Storage & Equipment	Anchor, Date: March 2019	68.5%	65.5%		
Filing Systems, Storage & Equipment	Calibre, Date: March 2019	59.5%	56.5%		
Filing Systems, Storage & Equipment	Template, Date: March 2019	68.5%	65.5%		
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY		
Renewal / Replacement Parts	24 Response, Date May 2019	40.0%	n/a		

#### KNOLL - CONTRACT 2020000608 EXHIBIT A - PRICING SHEET

2. FIXED HOURLY I	RATE RA	NGE FO	R INSTAI	LLATION	AND OT	THER AD	DITIONA	L SERVI	ICES ANI	SOLUT	TONS BY	STATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	CT	DE	FL	GA	НІ	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Expanded Installation	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
1 roject ivianagement	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Asset Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Asset Management	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Refurbishment	Quoted per job																								
FIXED HOURLY RA	TE RAN	GE FOR	INSTALL	ATION A	ND OTH	ER ADDI	TIONAL	SERVICE	ES AND S	SOLUTIO	ONS BY S	TATE:													
Additional Services & Solutions	МТ	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ок	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	wv	WI	WY
Basic Installation - Normal Hours	\$70.72- \$94.28																								
Basic Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Expanded Installation	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59		\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72- \$94.28																								
Asset Management	\$70.72- \$94.28																								
Refurbishment	Quoted per job																								
	Per Joo	Per Joo	Per Joo	Per Job	her lon	her lon	Per Job	her lon	her lon	her lon	her lon	per Job	Per Job	her lon	Per Job	her lon	Per Job	Per Job	Per Job	her lon	Per Job	Per Job	Per Job	her lon	Per Joo

#### KNOLL - CONTRACT 2020000608 EXHIBIT A - PRICING SHEET

2. UNION - FIXED	INION - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																								
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	CT	DE	FL	GA	НІ	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
<u>Union Installation</u> -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
<u>Union Installation</u> -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-		\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61		\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted per	Quoted																							
	job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job
UNION - FIXED I	UNION - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																								
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ок	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
<u>Union Installation</u> -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
<u>Union Installation</u> -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-		\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61		\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted per	Quoted																							
	job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job

#### EXHIBIT B – SCOPE OF SERVICES

### 1.1 General Scope.

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

- **Systems Furniture:** A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- Freestanding Furniture: A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and available from the Company;
- **Seating/Chairs:** A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating available from the Company;
- **Soft Seating:** A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories;
- Filing Systems, Storage and Equipment: A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company; and
- Related Products, Support Services and Solutions: Related office interior products and design, "Quick Ship", design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, and any other related products and services or solutions offered by the Company.

#### 1.2 Product Standards and Guidelines.

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

Additionally, applicable products must meet the following specific standards:

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

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

#### 1.3 Pricing.

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

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

#### 1.3.1 Delivery.

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

- 1.3.1.1 Drop Ship: All deliveries shall be delivered to the site. City or Participating Public Agency is responsible for unloading.
- 1.3.1.2 Inside Delivery: All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.

#### 1.3.2 Installation.

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

- 1.3.2.1 Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- 1.3.2.2 Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.
- 1.3.2.3 Normal Hours: Normal hours are defined as 7:00 am 5:00 pm local time.
- 1.3.2.4 After Hours: After hours are defined as evenings, weekends and holidays.
- 1.3.2.5 Pricing for installation and services such as design, project management, asset management, refurbishment, and other services are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for City and all Participating Public Agencies and/or by state.
  - 1.3.2.5.1 Design: Company has the capability to recommend and design appropriate layouts to fit the need of the City and Participating Public Agencies.
  - 1.3.2.5.2 Project Management: Company has the ability to provide project management services to help City and Participating Public Agencies complete their projects on-time and within budget.
- 1.3.3 Storage is priced at a fixed monthly rate.
- 1.3.4 Pricing for any additional related products, services and solutions offered are defined in Exhibit A.

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

All work must be performed according to the standards established by the terms, specifications, and drawings for each project and meet the manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project

Coordinator concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.

### 1.4 Price Adjustments.

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

### 1.5 Environmental Purchasing Requirements.

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

Product or Service	Examples	Environmental Attributes
Furniture	Desks, chairs, tables, bookshelves	Recycled content, recyclability, end of life management

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

#### 1.6 New Products and Services.

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

# 1.7 Safety.

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

#### 1.8 Warranty.

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

- 1.8.1 Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- 1.8.2 Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.
- 1.8.3 Availability of replacement parts.
- 1.8.4 Life expectancy of furniture under normal use.
- 1.8.5 Detailed information as to proposed return policy on all furniture.

# EXHIBIT C – PROPOSAL RESPONSE FORMS

# REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION RFP # 269-2019-105

# FRNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

> **DATE ADDENDUM** DOWNLOADED FROM NC JPS:

July 8, 2019

None the Control of t	18.200
I certify that <i>this</i> proposal complies with the Specilearly marked in the attached copy.	ecifications and conditions is used by the City except as
Wayne McDorman (Please Print Name)  Authorized Signature	
Director Government Sales Title Knoll, Inc. Company Name	

THE RESERVE AND THE PROPERTY OF THE PARTY OF

ADDENDUM#:

Addendum #1

Addendum #2 Addendum#3

### REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

#### RFP # 269-2019-105

#### FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

This Proposal is su	omitted by:
Company Name:	K" "(# jng=-
Representative (printed):	<b>♦</b> ₩�a-Y�D-e�M�c�□a�rm�a�□�
Address:	!"()""5'."   (), K
The same of the	DRIVERS OF THE PROPERTY OF THE
City/State/Zip:	Washington, DC 20001
Email address:	wmcdorman@knoU.com
Telephone:	<u>700000</u> =5=0 <u>1</u> - <u>18 i</u>
2017 2 21	(Area Code) Telephone Number
Facsimile:	202-973-0467 (Area Code) Fax Number

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

- 1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
- 2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race ethnicity, gender age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
- 3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
- 4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
- 5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or

- suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 6. The information contained in this Proposal or any part-thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
- 7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) ifa Contract is awarded to the Company.
- 8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
- 9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.
- I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 9. As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section of my Proposal: <u>°E'�?T,otJs</u>
_ Not include any exceptions to the Sample Contract.
I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("Pfl") as detailed in Section 2.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and Pll, upon request by any member of the public. As such, my company has elected as follows:
_ The following section(s) of the of the Proposal are marked as Trade Secret or PII:
✓No portion of the Proposal is marked as Trade segret or PII.
Representative (signed):

# REQUIRED FORM 4 - DELIVERY AND WARRANTY

5. Payment Terms:

Net 30 Days

6. Delivery: Company must state the normal delivery time (in calendar days) and any options for expediting delivery.

Knoll's product lead time is impacted by a number of influencers such as order volume, plant capacity and raw material availability. As a result, product lead time will: fluctuate throughout the life of the contract. Please note incoming customer orders will be assigned the lead time in effect at the time of order placement. Knoll is guaranteeing product will ship within 90 days after receipt of a clean order as part of the contract. Lead times are posted on the Knoll website and readily available to Knoll Sales Associates and dealer sellers. Knoll Lead Time matrix is a representative sample of the lead time format utilized by Knoll Lead times are updated on a weekly basis.

#### **Expedited Delivery**

Knoll Essentials, conceived for Knoll Dealers and their clients, is a Knoll program focusing on easy-to-order, specially selected high performance products from the broad range of Knoll office furnishings.

The Knoll Essentials portfolio is comprised of Office Seating, Tables and Desks, KnollExtra Accessories, Files and Storage, Open Plan Offices, Private Offices and Reception and Lounge. For complete details - Supplemental Information Section 7, Form 4: Knoll Lead Times.

Additional information about Knoll Essentials is found in the Knoll Essentials catalogue and on Knoll.com.

- 7. Warranty: Company must detail thefollowing:
- a. Applicable warranty and/or guarantees offurniture and installations including any conditions and response timefor repair and/or replacement of any components during the warranty period.

Warranty orders are routed to a dedicated Service Order Team for review and order placement. Warranty orders for all standard products are processed. produced and shipped within (10) business days.

See Knoll Warranty for complete details - Supplemental Information Section 7, Form 4: Knoll Warranty.

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

Knoll's warranty starts on date of shipment. See Warranty for complete details - Supplemental Information Section 7, Form 4: Knoll Warranty.

#### c. Availability ofreplacement parts.

With a valid contract, replacement parts can be purchased in any quantity. Replacement part lead times and availability will vary depending on product line and specifications.

However, select parts and components are available in our hotline catalogue. Also known as 24/24 Response, hotline offers the ability to order critical parts for shipment within 24 hours from the time the order is received. This program includes commonly used brackets, connectors, hardware, and accessories and can support critical installations and reconfiguration projects.

#### d. Life expectancy of furniture under normal use.

*Knoll's* policy for product continuum applies to replacement parts as well the life expectancy of our furniture. We develop and enhance components that fully integrate and are compatible with current product lines. Knoll's plan is not to obsolete product lines but *to* bridge the future needs of the technology into current product lines and add "universal" product offerings. Should a product, fabric or finish be discontinued, a Knoll associate will assist with the selection of a compatible product, fabric, or finish of equal or superior value and function.

#### e. Detailed information as to proposed return policy on allfurniture.

Purchase orders may not be changed or cancelled, in whole or in part, without prior written consent of Knoll. Changes may affect delivery dates. Expenses incurred because of changes shall be charged to the customer. In the event of cancellations, the customer will be liable fr reasonable cancellation charges established by Knoll. Orders for special Product, orders including "COM" material and orders pursuant to expedited delivery programs, may not be canceled.

The return of Products without a written authorization by Seller shall not be accepted. To receive authorization for Product return, please call Knoll Customer Service. AU Products that are returned pursuant to a valid authorization shaU be subject to a twenty-fi\_ye percent (25%) of list restocking charge. Products not currently offered for sale by Seller (including COM) shall not be authorized for return. All returned Products must be unused, in original condition and in the original Seller packing cartons. No refund or credit shall be given for damaged Products.

#### **Lead Time Guideline**

## !Order's booked Friday, 7126 through noon Thursday,811

Product	Scheduled ship date	Specials
Laminate and painted systems including Anchor, Antenna (except	8130	9127
wood Sorage), Calibre, Currents, Dividends Horizon, Interpole, Morrison, Telescope, Template,Tone, and Quoin	( 4wks)	(8wks)
Toronto produced laminate & veneer systems, Reff Profiles,	9/13	10/11
AutoStrada, (V1, V2), along with Antenna and Interpole wood storage & all chrome systems products including Antenna legs	(6wks)	(10 wks)
Rockwell Unscripted (wall*, seating, storage)	5-6wks	9-10 wks
Tables (library, sawhorse, tall)	7wks	11wks
Tables (easy, desk, occasional)	5-6 wks	9-10wks
Sawhorse Workbench	10-12 wks	14-16wks
Steps	4-6wks	8-10wks
Crinion	10/4 (9 wks)	11/1(13wks)
Seating (Toboggan- 5 wks)	8/23 (3 wks)	9/20 (7 wks)
k. stand, k.bench	8/30(4wks)	9/27 (8wks.)
k. lounge:		
Delite stock fabrics Turquoise, Cinder, Charcoal	8/23 (3 wks.)	1122
Additionally, stools in Delite Red, Green, Gray	8/23 (3 wks)	( 16 wks)
all other Delite colors & KnollTextiles	9/13 (6 wks)	
COM  KmallEvitra (avaant Smaladar)	10/25 (12 wks)	020 (7)4(40)
KnollExtra (except Smokador)	8/23(3 wks)	920 (7wks)
Pixel, Propeller	96 (5 wks.)	10 (9 wks)
Essentials	823ship date (3 wks)	No specials
Essentials QuickShip	8/9	No specials
Muuto · Lead times from order submittal to delivery	2.2 mlm	
US in-stock	2-3 wks	
Denmark in-stock	7-9 wks 9-15 wks	
Made to order (M20)  Extended lead times	9-15 WKS	
Fiber Bar H75/29 5" wood base :Oak, Black	10-11wks	
Fiber Arm/Side wood leg: Blk	10-11 wks	
Fiber Arm/Side Swivel s/ castors: Alu	10-11 wks	
All Fiber MTO from Mexico- +1wk due to extdd border X time	10 11 01.0	
Visu, Cover, & Loft (supplier vacation)	15- 17 wks	
Sofas (Outline, Rest, Connect & Compose)	15-17 wks	
70170 Frame • Black	In stock Sept	
Ambit 016, all colors	In stock Aug	No specials
Ambit Wall	In stock Sept	
Leaf Table (all colors)	In stock Aug/Sept	
Leaf Floor (all colors)	In stock Aug	
Unfold Mustard, Dusty Red, Terracotta	In stock Aug	
Tip - (all colors)	In stock Aug	
Base Table High, blk 74.8 1 9.7x H:37.4" and H:41.3"	In stock Sept/Oct	
Nerd chair	In stock Sept	
Five Pout, Blue 773	In stock Aug	
DatesWeiser	14wks	
Oil rubbed bronze, polyester finishes	16wks	
Spinneybeck leather edge	18wks	

<sup>•</sup>creative Wall laminate and porcelain fin finishes are 12 weeks.

For orders greater than 25 stations, please submit an LTPR, for fabric reservation. Lead times for additional KnollExtra, KnollStudio, and/or other items are published on Exchange. We attempt to schedule orders with multiple product lead times to match the longest lead time item, excluding specials.

Universal Bases (predecessor to Tone Tables) are 9-10 weeks. All Reff Profile Drum Bases are 8 weeks.

<sup>&</sup>lt;sup>o</sup> Due to reduced staff along the border, there are 5-day delays in customs handling. We are monitoring situation and will inform when lead times can move back to standard. You will be notified if you order is affected.

## Warranty

Seller warrants to the original Purchaser only that the Products Seller manufactures and sells to Purchaser are free of defects in workmanship and materials, during the applicable warranty period set forth below.

Warranty period set forth below is for 24-hour, 7 days a week, multi shift use (includes parts and labor to repair).

Should any failure to conform with this limited warranty appear to a Product listed below during the applicable warranty period from the date of shipment, Seller shall, upon prompt written notice, repair or replace, at its option and costs, the affected part or parts.

#### Product and Period of Warranty

<u>Lifetime:</u> Antenna Workspaces, AutoStrada, Calibre, Crinion Open Table, Currents, Dividends Horizon, Morrison, ReffProfiles Iaminate, Rockwell Unscripted, Series 2 Storage, Template, Quoin and other non-wood components (except cascade edge work:surfaces, operational parts, controls, electrical, Lighting, Series 2 Veneer Front Storage, digital locks, upholstery, textiles and leathers, special or custom products, see below)

12 Years: Chadwick, Generation by Knoll, k task, Life, Moment, MultiGeneration by Knoll, Olio, ReGeneration by Knoll, Remix and Toboggan seating (except seating upholstery, textiles, leathers and finishes, see below)

<u>10 Years:</u> Anchor Storage except digital locks, Antenna Workspaces, AutoStrada, Crinion Open Table, Dividends Horizon, Dividends Horizon Satellite Surfaces, ReffProfiles, Rockwell Unscripted, Quoin wood components, Template wood components, Series 2 Veneer Front Storage, cascade edge work:surfaces, Wood Casegoods (The Graham Collection) (except wood casegoods upholstered surfaces, see below), Reuter overheads, Reuter vertical storage, KnollExtra Sapper Monitor Arm Collection, Sapper XYZ Monitor Arm Series, Adjustable keyboard mechanisms and platforms, Communication Boards (except fabric board textiles, cork and FilzFelt, see below), Smokador collection (except leathers, see below), Orchestra Universal Systems Accessories, k. lounge structural components, KnollStudio Pixel and Propeller, Tone bases.

<u>5 Years</u>: Operational parts, controls, electrical, Lighting (except light ballasts, bulbs and power supply, see below), special or custom product, wood veneer products and plywood, *Currents* handcrank, *Knol/Studio*, *Rockwell Unscripted* wire bases, Spark Series seating structural elements, structural elements of all *KnollStudio* outdoor products including all Richard Schultz designed products, *KnollExtra* CPU holders and all universal storage drawers, and *Power Collection*, *k. bench* (except changes in finish, see below) and *k. stand* bases (except changes in finish, see below).

<u>3 Years</u>: Rockwell Unscripted upholstery (except textiles and leather), Office Seating upholstery, textiles, leathers and finishes. Fabric boards textiles and Smokador Collection leathers, *KnollExtra* Pop Up Screens.

2 Years: Anchor Storage digital locks, Quoin digital locks, all other KnollExtra product



<u>I Year:</u> Light ballasts, bulbs and power supply, seating upholstered armpads and soft armpads, wood casegoods upholstered surfaces, *KnollStudio* outdoor product finishes, *k. lounge* upholstery and k. *Lounge* fabric, *Rockwell Unscripted* fabric and accessories.

This warranty does not apply to:

- Damage caused by a carrier other than the SelJer.
- Normal wear and tear or acts or omissions of parties other than Seller (including user modification, improper use or installation of Products).
- COM or other third party materials applied to Products.
- Products not installed by or under the auspices of a Knoll Dealer.
- Dramatic temperature variations or exposure to unusual conditions.
- Changes in surface finishes, including colorfastness due to aging or exposure to light.
- Except as specifically noted above, textiles and upholstery supplied by *Knol/Textiles* and Spinneybeck I Filzfelt (consult current price lists for applicable warranties).

Natural variations occurring in wood, marble, and leather shall not be considered defects, and the Seller does not guarantee the colorfastness or matching of the colors, grains or textures, or surface hardness of such materials. The Seller also does not guarantee the colorfastness of fiberglass panel surfaces.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COLJRSE OF DEALING OR USAGE OF TRADE.

The remedies provided above are the Purchaser's sole remedies for any failure of Seller to comply with its obligations regarding the

workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Seller, with respect to or arising out of the Product furnished hereunder.





#### REQUIRED FORM 5- M/W/SBE PARTICIPATION PLAN

RFP # 269-2019-105

#### FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this fonn with their proposal outlining any supplies and/or services to be provided by each City certified Smal I Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

Aggregate MWSBE Goal 10% for the City of Charlotte usage estimated to be \$500,000 annually.

A list of current registered and certified MWSBEs can be found at <u>www.charlottebusipessipclusiop.com</u>. Failure to submit this form shall deem a Proposal non-responsive.

Company Name:	Knoll, Inc.		
Please indicate if your	company is any of	the following:	
N	/IBEWBI	_SBE	_KNone of the above
			iliated with the designations above, indicat
which agency, the effe			
Agency Certifyi	ng:	Effective Date	:Expiration Date:
THE CONTRACT OF STREET	The second of the		

Identify outreach efforts that <u>were employed</u> by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets ifneeded):

Knoll MWSBE outreach efforts are described in the following paragraphs. These efforts were employed in prior years and will continue to be employed and updated in subsequent years. In addition to purchasing directly from Knoll, Participating Agencies have the option to purchase Knoll products on the Omnia Contract directly from our dealer network of approximately 200 authorized Knoll dealers throughout the country. Many of our authorized dealers are MWSBE companies in their respective States – See Supplement Information: Section 7, Form 5: Dealer Lists. As small independent businesses, Knoll dealer partners employ their own outreach efforts to subcontract with MWSBE companies in their respective Cities, Counties and States.

It is Knoll policy to select and purchase from outside sources who offer the greatest total value for the products and services purchased. Against the backdrop of this general policy, Knoll also endeavors to identify, qualify and utilize Diversity suppliers to attempt to increase their sales to Knoll.

#### Obiectives

The objectives of this program are:

- + To encourage and assist Diversity suppliers in their efforts to sell products and services to Knoll.
- + To foster an increasing volume of Knoll purchases from Diversity suppliers.

- + To identify potential Diversity suppliers and develop satisfactory working relationships with them.
- + To stimulate affirmative efforts by Knoll management such as sharing expertise and resources where possible.

#### **Implementation**

Declaration of this policy takes into full consideration that difficulties are likely to arise in finding and qualifying potential Diversity suppliers. Nevertheless, it is the spirit of this program that reasonable efforts be made to overcome such obstacles.

#### Responsibilities

Each Knoll business and subsidiary is responsible for implementing this program and its stated objectives.

Corporate sourcing will assist Knoll's businesses and subsidiaries in identifying potential Diversity suppliers and in providing other information and guidance to help in the development and implementation of such sourcing programs. Corporate sourcing is responsible for communicating information concerning legislation and government regulations that apply to corporate relationships with Diversity suppliers.

#### Outreach Effor t s employed by Knoll, Inc.

Knoll uses third party agencies and local purchasing councils to search for and certify any MWSBE Knoll utilizes in support of our client contracts. Agencies include but are not limited to the following list.

- Women's Business Enterprise National Council
- Association for Service Disabled Veterans
- Women Owned Small Businesses, www.womenbiz.gov
- The Department of Veteran Affairs Office of Small & Disadvantaged Business Utilization, <a href="http://www.va.gov/osdbu/">http://www.va.gov/osdbu/</a>
- The SSA's SUB-Net site: http://web.sba.gov/subnet
- Small Business Administration's Dynamic Small Business Search <a href="http://dsbs.sba.gov/dsbs/search/dsp">http://dsbs.sba.gov/dsbs/search/dsp</a> dsbs.cfm
- National Minority Supplier Development Council <a href="http://www.nmsdc.org/">http://www.nmsdc.org/</a>
- Minority Business Development Agency in the Department of Commerce <a href="http://www.mbda.gov/">http://www.mbda.gov/</a>
- Participation in trade fairs and industry meetings

dentify outreach efforts that <u>will be employed</u> by the firm to maximize inclusion during the contraction of the Project (attach additional sheets if needed):
[Form continues on next page]

### List below all MWSBEs that you intend to subcontract to while performing the Services:

Description of work or materials	Indicate either "M"  "S", and/or "W"	Qty Vendor'#
Furniture Installer	M	300327
	materials	materials "S", and/or "W"

6%
%
%
6%

1)000
Presentatie Name
V-20



#### **CBI FORM 4: Letter of Intent**

Per Part B, section 3.4 of the CBI Polley, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City In writing), a Bidder must submit a separate Letter of Intent for each SBE and/or MBE nsted on CBI Form 3 and CBI Form 3A (If applicable).

Project Number:		Related Products and Services
	269-2019-105	
To be completed by the	e Bidder	
Name of Bidder:	Knoll/One CBI LLC	Vendor#: 305526
Address:	4020 Yancey Road, Charlotte,	NC 28217
Contact Person:	Mary Pelfrey	Email: mary.pelfrey@cbi-nc.com
TeleDhone:	704-564-0320	Fax:
of the executed Agreen	nent with the undersigned SBE and/or MB stail the scope of work to be performed or I	on with this Letter of Intent and as defined In the CBI Polley, please attach a copy E.  tem(s) to be supplied by the SBE and/or MBE.
The prime contractor sh	hall pay the subcontractor the committed on the 10% committed goal is alloted to this. M	goal of.:_" of the monthly amount paid by the dty.  BE and Is based on current committed certified MWSBE businesses. The
	ange as additional suppliers are certified.	
<del>fo be completed by</del>	E and/or MBE	
	MBE: Connect Systems Inc.	Vendor#: 399327
Name of SBE and/or		Volladolini
Name of SBE and/or	MBE: Connect Systems Inc.	Volladilli
To be completed by Name of SBE and/or Address: Contact Person: Telephone:	MBE: Connect Systems Inc.  1855 Lindbergh Str, Ste 200,	Charlotte, NC 28208
Name of SBE and/or Address: Contact Person: Felephone: Upon execution of a Pri	MBE: Connect Systems Inc.  1855 Lindbergh Str, Ste 200,  Kevin Oelafose  704-399-8900  ime Contract with the Oty for the above re	Charlotte, NC 28208  Email: kdelafose@connectsystemsInc.com  Fax:  ferenced project, the Bidder certifies that It Intends to utlUze the SBE and/or MI rk to be performed by the SBE and/or MBE as described above Is accurate. The SI
Name of SBE and/or Address: Contact Person: Felephone: Upon execution of a Pri Isted above, and that t and/or MBE firm certifi	MBE: Connect Systems Inc.  1855 Lindbergh Str, Ste 200,  Kevin Oelafose  704-399-8900  ime Contract with the Oty for the above re the description, cost and percentage of wo	Charlotte, NC 28208  Email: kdelafose@connectsystemsInc.com  Fax:  ferenced project, the Bidder certifies that It Intends to utlUze the SBE and/or ME rk to be performed by the SBE and/or MBE as described above Is accurate. The SBE

#### CHARLOTTE

Cominging

#### CBI FORM 4: Letter of Intent

Per Part B, Section 3.4 of the CBI Policy, within three (3) Business Days after receiving a request from the Oty (or within such longer time as may be communicated by the Oty In writing), a Bidder must submit a separate Letter of Intent for each SBE and/or MBE listed on CBI Form 3 and CBI Form 3A (If applicable).

			_
Project Name:	Furniture, Installation and Rela	ited Products and Services	
Project Number:	269-2019-105		
To be mmpleted by the Bio	der		- 50
Name of Bidder:	Knoll/One CBI LLC	Vendor#: 305526	
Address:	4020 Yancey Road, Charlotte, NC 2	28217	
Contact Person:	Mary Pelfrey	Email: mary.pelfrey@cbi-nc.com	
Teleohone:	704-564-0320	Fax:	
	to a Quick Pay Agreement, In association wit with the undersigned SBE and/or MBE.	th this letter of Intent and as defined In the CBI Polley, please attach a cop	ру
Identify in complete detail t	he scope of work to be performed or item(s)	tD be supplied by the SBE and/or MBE.	
Marketing			
•An estimate of 1% of the 10		:_" of the monthly amount paid by the dty, based on current committed certified MWSBE businesses. The	
To be completed by SSE and	d/or MIIE	193	
Name of SBE and/or MBE:	5YNQ Marketing Group LLC	Vendor#: 126503	
Address:	338 S Sharon Amity Road, Suite 3	77-770 (200-200-200-200-200-200-200-200-200-200	
Contact Person:	=ri°NN \{E/TJ	Email: inJ]]. <b>K</b> ]] <b>] i " m'M</b> ]]/] <b>]</b> 1, t'Pi11	
Telephone:	7 <b>♦</b> +'- 'l¥f • 8J 7Y	Fax:	
listed above, and that the o		ced project, the Bidder certines that It Intends to utilize the SBE and/or N be performed by the SBE and/or MBE as described above is accurate. Toupplies for the amount stated above.	
Bidder:	ture and Title	CFO Date: 12/S-/19	
SBF MBE Firm:	John W. Hos	Date: 12-5-19	

### **Minority-Owned Dealerships (Page 1 of 1)**

Cazador, LLC (Limited Customer Access) 13873 Park Center RD, STE 400N Herndon, VA 20171

Corporate Environments International LLC 841 Bishop Street, Ste. 1188 Honolulu, HI 96813

OBI 7111 Commerce Way Brentwood, TN 37027

IDI, Inc. 815 West Congress Street Lafayette, LA 7050 I

Marigold Home Inc. (Limited Customer Access) 747 State Route 23 Kingston, NY 12401

Michigan Office Design (Limited Customer Access) 26677 West Twelve Mile Road, Suite 165 Southfield, MI 480341

Shelby Distributions, Lnc. dba Express Office Products 29A Butterfield Trail El Paso, TX 79906

Systema (PR), Inc. 250 F. D. Roosevelt Avenue San Juan, PR 00918 Principal: David H. Hoy Telephone: (571) 723-4255 www.cazador.biz

Printed: July 19, 2019

Principal: Michael Yasui Telephone: (808) 526-2825 Facsimile: (808) 526-1762

Principal: Jay Chawan Telephone: (615) 425-5252 Facsimile: (615) 425-5250

Principal: Heather Trosclair Telephone: (337) 236-9107 Facsimile: (337) 236-9108

Principal: Maria Mendoza Telephone: (845) 338-0800 Facsimile: (845) 338-0811

Principal: Sarah Jones Telephone: (248) 447-7969 Facsimile: (248) 654-1122

Contact: Scott Norwood Telephone: (915) 590-3050 Facsimile: (915) 590-3030

Principal: Rafael Tamayo Telephone: (787) 751-5775 Facsimile: (787) 751-1410 Alaska Native-Owned (ANC). Small disadvantaged and minority-owned business.

Small Disadvantaged Business in accordance with 13 CFR Part 124. Veteran-owned small business in accordance with 38 CFR Part 74.

Small disadvantaged business in accordance with 13 CFR Part 124.

Small disadvantaged business in accordance with with 13 CFR Part 124. Woman-owned small business in accordance with 13 CFR Part 127.

HUBZone Small Business certified by SBA in accordance with 13 CFR Part 126. Woman-owned small business in accordance with 13 CFR Part 127. Limited access via dealer, Arenson Office-NYC.

Michigan Minority Business Development Councilrolling up to National Minority Council. Womanowned status certified through the National Women Business Owners Corporation.

Small disadvantaged business in accordance with 13 CFR Part 124. Woman-owned small business in accordance with 13 CPR Part 127. Veteran-owned small business in accordance with 38 CFR Part 74. Service-disabled veteran-owned small business in accordance with 13 CFR Part 125.8.

### **Veteran-Owned** Dealerships (Page 1 of 1)

Corporate Environments International LLC 841 Bishop Street, Ste. 1188 Honolulu, HI 96813

Shelby Distributions, Inc. dba Express Office Products 29A Butterfield Trail El Paso, TX 79906

Think Office, LLC 1320 E 68<sup>th</sup> Avenue #10 I Anchorage, AK 99518 Principal: Michael Yasui Telephone: (808) 526-2825 Facsimile: (808) 526-1762

Printed: July 19, 2019

Contact: Scott Norwood Telephone: (915) 590-3050 Facsimile: (915) 590-3030

Principal: Rod Young Telephone: (907) 338-4465 Veteran-owned small business in accordance with 38 CFR Part 74. Small disadvantaged business in accordance with 13 CFR Part 124.

Small disadvantaged business in accordance with 13 CFR Part 124. Woman-owned small business in accordance with 13 CFR Part 127. Veteran-owned small business in accordance with 38 CFR Part 74. Service-disabled veteran-owned small business in accordance with 13 CFR Part 125.8.

Veteran-owned small business in accordance with 38 CPR Part 74.

### Women-Owned Dealerships (Page 1 of 5)

Corporate Concepts, Inc. Principal: Vickie Hansel Woman-owned small business in accordance 500 Water Edge, Ste. 200 Telephone: (630) 691-8800 with 13 CFRPart 127. Lombard, IL 60148 Faesimile: (630) 691-8873 Corporate Concepts, Inc. Principal: Vickie Hansel Woman-owned small business in accordance 205 W. Wacker, Suite 2300 Telephone: (312) 670-0230 with 13 CFR Part 127. Facsimile: (312) 670-4291 Chicago, IL 60606 Corporate Environments Principal: Karen Hughes **WBENC** 1636 Northeast Expressway Telephone: (404) 679-8999 Atlanta, GA 30329 Facsimile: (404) 679-8950 Corporate Facilities of New Jersey Principal: Amanda Chevalier Woman-owned small business in accordance Telephone: (215) 279-9999 2129 Chestnut Street with 13 CFR Part 127. Philadelphia, PA 19103 Facsimile: Corporate Interior Systems, Inc. Principal: Lisa K. Johnson Woman-owned small business in accordance 3311 E. Broadway, Ste A Telephone: (602) 304-0100 with 13 CFR Part 127. Facsimile: (602) 304-1020 Phoenix, AZ 85040 Corporate Interior Systems, Inc. Principal: Lisa K. Johnson Woman-owned small business in accordance 2000 East Speedway Boulevard Telephone: (520) 300-6811 with 13 CFRPart 127. Tucson, AZ 85719 Facsimile: (520) 300-6518 Currimbhoy & Cassidy LLC (Limited Customer Access) Principal: Nayana Currimbhoy Woman-owned small business in accordance 347 West 39th Street, Suite 7W Telephone: (212) 967-1868 with 13 CFR Part 127. WBENC, WOSB, NMDC.

Printed: July 19, 2019

De Clercq Office Group, Ltd. 1227 Whitney Avenue Hamden, CT 06517

New York, NY 10018

160 Photographs to Problems

De Clercq Office Group, Ltd. 36 Huyshope Avenue Hartford, CT 06106

Facsimile: (212) 494-0049

Principal: Debra Hopewell De Clercq Woman-owned small business in accordance with Telephone: (203) 230-9114 13 CFR Part 127.

Facsimile: (203) 230-9380

Principal: Debra Hopewell De Clercq Telephone: (860) 969-8050 Facsimile:

THE THOUSE ENLEYED IN LAST

Woman-owned small business in accordance with 13 CFR Part 127.

Limited access via dealer, EvensonBest-NYC.

Johnson City, TN 37604

### **Women-Owned** Dealerships (Page 2 of 5)

**ORB Business Interiors** Principal: Dorothy Rogers-Bullis New York WBE Telephone: (518) 306-5233 153 Regent Street Facsimile: (518) 306-5256 Saratoga Springs, NY 12866 Principal: Traci Lounsbury Woman-owned small business in accordance **ELEMENTS** Telephone: (303) 471-4334 with 13 CFR Part 127. 2501 Blake Street Facsimile: (303) 471-4330 Denver, CO 80205 Principal: Nancy Gentry Woman-owned small business in accordance Facilities Resource Group, Inc. 6915 Spanish Fort Boulevard Telephone: (251) 626-3048 with 13 CFR Part 127. Facsimile: (251) 626-7082 Spanish Fort, AL 36527 Principal: Ronald Levy Woman-owned small business in accordance G & S Office Supply, Inc. Telephone: (956) 722-1773 with 13 CFR Part 127. 6425 Polaris Drive, Suite 7 Facsimile: (956) 722-7440 Laredo, TX 78041 Principal: Katherine Gunsolus 75% Woman-owned Grassroots Contract Interiors, LLC Telephone: (716) 247-5256 737 Main Street, Suite 175 Facsimile: (716) 875-2500 Buffalo, NY 14203 Woman-owned business Hub Office Furniture, Inc. Principal: Joanne King Telephone: (250) 808-5811 #115 1631 Dickson Avenue Kelowna, BC VLY 0B5 Canada Principal: Heather Trosclair Small disadvantaged business in accordance with JDI, Lnc. with 13 CFR Part 124. Woman-owned small 815 West Congress Street Telephone: (337) 236-9107 Facsimile: (337) 236-9108 business in accordance with 13 CFR Part 127. Lafayette, LA 70501 **IFS Business Interiors** Principal: Kelly Kearney Woman-Owned Small Business in accordance Telephone: (850) 536-0888 with 13 CFR Part 127. 318 North Monroe Street Facsimile: (850) 536-0890 Tallahassee, FL 3230 I Woman-owned small business in accordance **Inspire Business Interiors** Principal: Tracy Johnson Telephone: (423) 282-5400 with 13 CFR Part 127. 725 West Walnut Street

Facsimile: (423) 282-6542

Printed: July 19, 2019

## **Women-Owned Dealerships (Page 3 of 5)**

 $\begin{array}{c} Interior\ Resources\ Group,\ LLC\ \hbox{\scriptsize (Limited\ Customer\ Access)} \\ 810\ Boston\ Turnpike\ Road \end{array}$ 

Shrewsbury, MA 01545

Principal: Karen Boegemann Telephone: (401) 387-8405

Printed: July 19, 2019

J & P Sales, Inc. 5158 Interstate Drive, Ste. 309

Shreveport, LA 71109

Principal: Judy Conway Telephone: (318) 635-1551 Woman-owned small business in accordance with 13 CFR Part 127.

LaHarpe's Office Furniture 318 President Clinton Avenue Little Rock, AR 72203 Prineipal: Rusty Matchett Telephone: (501) 372-6684 Facsimile: (501) 372-3459 Woman-owned small business in accordance with 13 CFR Part 127.

Marigold Home Inc. (Limited Customer Access) 747 State Route 23 Kingston, NY 1240 I

Principal: Maria Mendoza Telephone: (845) 338-0800 Facsimile: (845) 338-0811 HUBZone small business certified by SBA in accordance with 13 CFR Part 126. Woman-owned small business in accordance with 13 CFRPart 127. Limited access via dealer, Arenson Office-NYC.

Michigan Office Design (Limited Customer Access) 26677 West Twelve Mile Road, Suite 165 Southfield, MI 48034

Principal: Sarah Jones Telephone: (248) 447-7969 Facsimile: (248) 654-1122 Michigan Minority Business Development Councilrolling up to National Minority Council. Womanowned status certified through the National Women Business Owners Corporation.

Miller's Supplies at Work 1154 Martinsburg Pike Winchester, VA 22603 Principal: Patricia Miller Telephone: (540) 662-1824 Facsimile: (540) 662-1632 Woman-owned smaU business in accordance with 13 CFR Part 127.

Perry Office Products, Inc. 1401 North 3<sup>rd</sup> Street Temple, TX 76501

Principal: Debra J. Macey Telephone: (254) 778-4755

Woman-owned.

ROI 747 Front Street, Suite 100 San Francisco, CA 94111 Principal: Ann Pantera Telephone: (415) 777-0202 Facsimile: (415) 777-0941 Woman-owned small business in accordance with 13 CFRPart 127.

### **Women-Owned** Dealerships (Page 4 of 5)

Resource One of [l[inois, Inc. 321 East Adams Springfield, IL 6270I

Saxton, Inc. I 08 Third Street, Ste. I 00 Des Moines, IA 50309-4733

Saxton, Inc. 600 3<sup>rd</sup> Street, Ste. 300 Cedar Rapids, IA 52401-2010

Shelby Distributions, Inc. dba Express Office Products 29A Butterfield Trail El Paso, TX 79906

Spaces Group LLC 7760 Trinity Road, Suite I06 Cordova, TN 38018

Spaces Group South, LLC 6311 Ridgewood Road, Suite EI02 Jackson, MS 39211

Systems Source, Inc. 4685 MacArthur Court, Suite 100 Newport Beach, CA 92660 Principal: Cynthia A. Davis Telephone: (217) 753-5742 Facsimile: (217) 753-5748

Printed: July 19, 2019

Principal: Kim Augspurger Telephone: (515) 244-6116 Facsimile: (515) 244-6351

Principal: Kim Augspurger Telephone: (319) 365-6967 Facsimile: (319) 365-2316

Contact: Scott Norwood Telephone: (915) 590-3050 Facsimile: (915) 590-3030

Principal: Carol Johnson Telephone: (901) 348-4600 Facsimile: (901) 395-0039

Principal: Carol Johnson Telephone: (60 I) 472-2000

Principal: Rosemarie Smith Telephone: (949) 852-0920 Facsimile: (949) 852-0929 Woman-owned small business in accordance with 13 CFR Part 127.

Woman-owned small business in accordance with 13 CFR Part 127.

Woman-owned small business in accordance with 13 CFR Part 127.

Small disadvantaged business in accordance with 13 CFR Part 124. Woman-owned small business in accordance with 13 CFR Part 127. Veteran-owned small business in accordance with 38 CFR Part 74. Service-disabled veteran-owned small business in accordance with 13 CFR Part 125.8.

Woman-owned.

Woman-owned.

Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as validated by the SBA-Standard for NAICS 423210.

### **Women-Owned** Dealerships (Page 5 of 5)

Systems Source, Inc. 601 West 5<sup>th</sup> Street, Suite 400 Los Angeles, CA 90071

Systems Source, Inc. 530 B Street, Suite 110 San Diego, CA 92101

Systems Source, Inc. 6100 4<sup>th</sup> Avenue South, Suite 100B Seattle, WA 98108

Systems Source, Inc. 610 West 2<sup>nd</sup> Avenue Spokane, WA 99201

Workscape, Inc. 1900 Lowe Street Pittsburgh, PA 15220

Workspace Dynamics, Inc. 4711 Lomas Boulevard NE Albuquerque, NM 87110

Principal: Rosemarie Smith Telephone: (310) 234-9814 Facsimile: (310) 234-9434

Printed: July 19, 2019

Principal: Rosemarie Smith Telephone: (619) 822-2453

Principal: Rosemarie Smith Telephone: (206) 285-2208 Facsimile: (206) 701-5306

Principal: Rosemarie Smith Telephone: (509) 209-8855 Facsimile: (509) 209-8856

Principal: Dawn Sauter Telephone: (412) 920-6300 Facsimile: (412) 920-7570

Principal: Mary Jury Telephone: (505) 254-2000 Facsimile: (505) 255-8210 Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as validated by the SBA-Standard for NAICS 423210.

Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as vaUdated by the SBA-Standard for NAICS 423210.

Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as validated by the SBA-Standard for NAICS 423210.

Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as validated by the SBA-Standard for NAICS 423210.

Woman-owned small business in accordance with 13 CFR Part 127.

Woman-owned small business in accordance with 13 CFR Part 127.

### **Minority-Owned Dealerships (Page 1 of 1)**

Cazador, LLC (Limited Customer Access) 13873 Park Center RD, STE 400N Herndon, VA 20171

Corporate Environments International LLC 841 Bishop Street, Ste. 1188 Honolulu, HI 96813

OBI 7111 Commerce Way Brentwood, TN 37027

IDI, Inc. 815 West Congress Street Lafayette, LA 7050 I

Marigold Home Inc. (Limited Customer Access) 747 State Route 23 Kingston, NY 12401

Michigan Office Design (Limited Customer Access) 26677 West Twelve Mile Road, Suite 165 Southfield, MI 480341

Shelby Distributions, Lnc. dba Express Office Products 29A Butterfield Trail El Paso, TX 79906

Systema (PR), Inc. 250 F. D. Roosevelt Avenue San Juan, PR 00918 Principal: David H. Hoy Telephone: (571) 723-4255 www.cazador.biz

Printed: July 19, 2019

Principal: Michael Yasui Telephone: (808) 526-2825 Facsimile: (808) 526-1762

Principal: Jay Chawan Telephone: (615) 425-5252 Facsimile: (615) 425-5250

Principal: Heather Trosclair Telephone: (337) 236-9107 Facsimile: (337) 236-9108

Principal: Maria Mendoza Telephone: (845) 338-0800 Facsimile: (845) 338-0811

Principal: Sarah Jones Telephone: (248) 447-7969 Facsimile: (248) 654-1122

Contact: Scott Norwood Telephone: (915) 590-3050 Facsimile: (915) 590-3030

Principal: Rafael Tamayo Telephone: (787) 751-5775 Facsimile: (787) 751-1410 Alaska Native-Owned (ANC). Small disadvantaged and minority-owned business.

Small Disadvantaged Business in accordance with 13 CFR Part 124. Veteran-owned small business in accordance with 38 CFR Part 74.

Small disadvantaged business in accordance with 13 CFR Part 124.

Small disadvantaged business in accordance with with 13 CFR Part 124. Woman-owned small business in accordance with 13 CFR Part 127.

HUBZone Small Business certified by SBA in accordance with 13 CFR Part 126. Woman-owned small business in accordance with 13 CFR Part 127. Limited access via dealer, Arenson Office-NYC.

Michigan Minority Business Development Councilrolling up to National Minority Council. Womanowned status certified through the National Women Business Owners Corporation.

Small disadvantaged business in accordance with 13 CFR Part 124. Woman-owned small business in accordance with 13 CPR Part 127. Veteran-owned small business in accordance with 38 CFR Part 74. Service-disabled veteran-owned small business in accordance with 13 CFR Part 125.8.

### **Veteran-Owned** Dealerships (Page 1 of 1)

Corporate Environments International LLC 841 Bishop Street, Ste. 1188 Honolulu, HI 96813

Shelby Distributions, Inc. dba Express Office Products 29A Butterfield Trail El Paso, TX 79906

Think Office, LLC 1320 E 68<sup>th</sup> Avenue #10 I Anchorage, AK 99518 Principal: Michael Yasui Telephone: (808) 526-2825 Facsimile: (808) 526-1762

Printed: July 19, 2019

Contact: Scott Norwood Telephone: (915) 590-3050 Facsimile: (915) 590-3030

Principal: Rod Young Telephone: (907) 338-4465 Veteran-owned small business in accordance with 38 CFR Part 74. Small disadvantaged business in accordance with 13 CFR Part 124.

Small disadvantaged business in accordance with 13 CFR Part 124. Woman-owned small business in accordance with 13 CFR Part 127. Veteran-owned small business in accordance with 38 CFR Part 74. Service-disabled veteran-owned small business in accordance with 13 CFR Part 125.8.

Veteran-owned small business in accordance with 38 CPR Part 74.

### Women-Owned Dealerships (Page 1 of 5)

Corporate Concepts, Inc. Principal: Vickie Hansel Woman-owned small business in accordance 500 Water Edge, Ste. 200 Telephone: (630) 691-8800 with 13 CFRPart 127. Lombard, IL 60148 Faesimile: (630) 691-8873 Corporate Concepts, Inc. Principal: Vickie Hansel Woman-owned small business in accordance 205 W. Wacker, Suite 2300 Telephone: (312) 670-0230 with 13 CFR Part 127. Facsimile: (312) 670-4291 Chicago, IL 60606 Corporate Environments Principal: Karen Hughes **WBENC** 1636 Northeast Expressway Telephone: (404) 679-8999 Atlanta, GA 30329 Facsimile: (404) 679-8950 Corporate Facilities of New Jersey Principal: Amanda Chevalier Woman-owned small business in accordance Telephone: (215) 279-9999 2129 Chestnut Street with 13 CFR Part 127. Philadelphia, PA 19103 Facsimile: Corporate Interior Systems, Inc. Principal: Lisa K. Johnson Woman-owned small business in accordance 3311 E. Broadway, Ste A Telephone: (602) 304-0100 with 13 CFR Part 127. Facsimile: (602) 304-1020 Phoenix, AZ 85040 Corporate Interior Systems, Inc. Principal: Lisa K. Johnson Woman-owned small business in accordance 2000 East Speedway Boulevard Telephone: (520) 300-6811 with 13 CFRPart 127. Tucson, AZ 85719 Facsimile: (520) 300-6518 Currimbhoy & Cassidy LLC (Limited Customer Access) Principal: Nayana Currimbhoy Woman-owned small business in accordance 347 West 39th Street, Suite 7W Telephone: (212) 967-1868 with 13 CFR Part 127. WBENC, WOSB, NMDC.

Printed: July 19, 2019

De Clercq Office Group, Ltd. 1227 Whitney Avenue Hamden, CT 06517

New York, NY 10018

160 Photographs to Problems

De Clercq Office Group, Ltd. 36 Huyshope Avenue Hartford, CT 06106

Facsimile: (212) 494-0049

Principal: Debra Hopewell De Clercq Woman-owned small business in accordance with Telephone: (203) 230-9114 13 CFR Part 127.

Facsimile: (203) 230-9380

Principal: Debra Hopewell De Clercq Telephone: (860) 969-8050 Facsimile:

THE THOUSE ENLEYED IN LAST

Woman-owned small business in accordance with 13 CFR Part 127.

Limited access via dealer, EvensonBest-NYC.

Johnson City, TN 37604

### **Women-Owned** Dealerships (Page 2 of 5)

**ORB Business Interiors** Principal: Dorothy Rogers-Bullis New York WBE Telephone: (518) 306-5233 153 Regent Street Facsimile: (518) 306-5256 Saratoga Springs, NY 12866 Principal: Traci Lounsbury Woman-owned small business in accordance **ELEMENTS** Telephone: (303) 471-4334 with 13 CFR Part 127. 2501 Blake Street Facsimile: (303) 471-4330 Denver, CO 80205 Principal: Nancy Gentry Woman-owned small business in accordance Facilities Resource Group, Inc. 6915 Spanish Fort Boulevard Telephone: (251) 626-3048 with 13 CFR Part 127. Facsimile: (251) 626-7082 Spanish Fort, AL 36527 Principal: Ronald Levy Woman-owned small business in accordance G & S Office Supply, Inc. Telephone: (956) 722-1773 with 13 CFR Part 127. 6425 Polaris Drive, Suite 7 Facsimile: (956) 722-7440 Laredo, TX 78041 Principal: Katherine Gunsolus 75% Woman-owned Grassroots Contract Interiors, LLC Telephone: (716) 247-5256 737 Main Street, Suite 175 Facsimile: (716) 875-2500 Buffalo, NY 14203 Woman-owned business Hub Office Furniture, Inc. Principal: Joanne King Telephone: (250) 808-5811 #115 1631 Dickson Avenue Kelowna, BC VLY 0B5 Canada Principal: Heather Trosclair Small disadvantaged business in accordance with JDI, Lnc. with 13 CFR Part 124. Woman-owned small 815 West Congress Street Telephone: (337) 236-9107 Facsimile: (337) 236-9108 business in accordance with 13 CFR Part 127. Lafayette, LA 70501 **IFS Business Interiors** Principal: Kelly Kearney Woman-Owned Small Business in accordance Telephone: (850) 536-0888 with 13 CFR Part 127. 318 North Monroe Street Facsimile: (850) 536-0890 Tallahassee, FL 3230 I Woman-owned small business in accordance **Inspire Business Interiors** Principal: Tracy Johnson Telephone: (423) 282-5400 with 13 CFR Part 127. 725 West Walnut Street

Facsimile: (423) 282-6542

Printed: July 19, 2019

## **Women-Owned Dealerships (Page 3 of 5)**

 $\begin{array}{c} Interior\ Resources\ Group,\ LLC\ \hbox{\scriptsize (Limited\ Customer\ Access)} \\ 810\ Boston\ Turnpike\ Road \end{array}$ 

Shrewsbury, MA 01545

Principal: Karen Boegemann Telephone: (401) 387-8405

Printed: July 19, 2019

J & P Sales, Inc. 5158 Interstate Drive, Ste. 309

Shreveport, LA 71109

Principal: Judy Conway Telephone: (318) 635-1551 Woman-owned small business in accordance with 13 CFR Part 127.

LaHarpe's Office Furniture 318 President Clinton Avenue Little Rock, AR 72203 Prineipal: Rusty Matchett Telephone: (501) 372-6684 Facsimile: (501) 372-3459 Woman-owned small business in accordance with 13 CFR Part 127.

Marigold Home Inc. (Limited Customer Access) 747 State Route 23 Kingston, NY 1240 I

Principal: Maria Mendoza Telephone: (845) 338-0800 Facsimile: (845) 338-0811 HUBZone small business certified by SBA in accordance with 13 CFR Part 126. Woman-owned small business in accordance with 13 CFRPart 127. Limited access via dealer, Arenson Office-NYC.

Michigan Office Design (Limited Customer Access) 26677 West Twelve Mile Road, Suite 165 Southfield, MI 48034

Principal: Sarah Jones Telephone: (248) 447-7969 Facsimile: (248) 654-1122 Michigan Minority Business Development Councilrolling up to National Minority Council. Womanowned status certified through the National Women Business Owners Corporation.

Miller's Supplies at Work 1154 Martinsburg Pike Winchester, VA 22603 Principal: Patricia Miller Telephone: (540) 662-1824 Facsimile: (540) 662-1632 Woman-owned smaU business in accordance with 13 CFR Part 127.

Perry Office Products, Inc. 1401 North 3<sup>rd</sup> Street Temple, TX 76501

Principal: Debra J. Macey Telephone: (254) 778-4755

Woman-owned.

ROI 747 Front Street, Suite 100 San Francisco, CA 94111 Principal: Ann Pantera Telephone: (415) 777-0202 Facsimile: (415) 777-0941 Woman-owned small business in accordance with 13 CFRPart 127.

### **Women-Owned** Dealerships (Page 4 of 5)

Resource One of [l[inois, Inc. 321 East Adams Springfield, IL 6270I

Saxton, Inc. I 08 Third Street, Ste. I 00 Des Moines, IA 50309-4733

Saxton, Inc. 600 3<sup>rd</sup> Street, Ste. 300 Cedar Rapids, IA 52401-2010

Shelby Distributions, Inc. dba Express Office Products 29A Butterfield Trail El Paso, TX 79906

Spaces Group LLC 7760 Trinity Road, Suite I06 Cordova, TN 38018

Spaces Group South, LLC 6311 Ridgewood Road, Suite EI02 Jackson, MS 39211

Systems Source, Inc. 4685 MacArthur Court, Suite 100 Newport Beach, CA 92660 Principal: Cynthia A. Davis Telephone: (217) 753-5742 Facsimile: (217) 753-5748

Printed: July 19, 2019

Principal: Kim Augspurger Telephone: (515) 244-6116 Facsimile: (515) 244-6351

Principal: Kim Augspurger Telephone: (319) 365-6967 Facsimile: (319) 365-2316

Contact: Scott Norwood Telephone: (915) 590-3050 Facsimile: (915) 590-3030

Principal: Carol Johnson Telephone: (901) 348-4600 Facsimile: (901) 395-0039

Principal: Carol Johnson Telephone: (60 I) 472-2000

Principal: Rosemarie Smith Telephone: (949) 852-0920 Facsimile: (949) 852-0929 Woman-owned small business in accordance with 13 CFR Part 127.

Woman-owned small business in accordance with 13 CFR Part 127.

Woman-owned small business in accordance with 13 CFR Part 127.

Small disadvantaged business in accordance with 13 CFR Part 124. Woman-owned small business in accordance with 13 CFR Part 127. Veteran-owned small business in accordance with 38 CFR Part 74. Service-disabled veteran-owned small business in accordance with 13 CFR Part 125.8.

Woman-owned.

Woman-owned.

Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as validated by the SBA-Standard for NAICS 423210.

### **Women-Owned** Dealerships (Page 5 of 5)

Systems Source, Inc. 601 West 5<sup>th</sup> Street, Suite 400 Los Angeles, CA 90071

Systems Source, Inc. 530 B Street, Suite 110 San Diego, CA 92101

Systems Source, Inc. 6100 4<sup>th</sup> Avenue South, Suite 100B Seattle, WA 98108

Systems Source, Inc. 610 West 2<sup>nd</sup> Avenue Spokane, WA 99201

Workscape, Inc. 1900 Lowe Street Pittsburgh, PA 15220

Workspace Dynamics, Inc. 4711 Lomas Boulevard NE Albuquerque, NM 87110

Principal: Rosemarie Smith Telephone: (310) 234-9814 Facsimile: (310) 234-9434

Printed: July 19, 2019

Principal: Rosemarie Smith Telephone: (619) 822-2453

Principal: Rosemarie Smith Telephone: (206) 285-2208 Facsimile: (206) 701-5306

Principal: Rosemarie Smith Telephone: (509) 209-8855 Facsimile: (509) 209-8856

Principal: Dawn Sauter Telephone: (412) 920-6300 Facsimile: (412) 920-7570

Principal: Mary Jury Telephone: (505) 254-2000 Facsimile: (505) 255-8210 Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as validated by the SBA-Standard for NAICS 423210.

Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as vaUdated by the SBA-Standard for NAICS 423210.

Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as validated by the SBA-Standard for NAICS 423210.

Certified as a Women's Business Enterprise by the Women's Business Enterprise Council - West. Small Business as validated by the SBA-Standard for NAICS 423210.

Woman-owned small business in accordance with 13 CFR Part 127.

Woman-owned small business in accordance with 13 CFR Part 127.

### KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

Dealer Name/Address Status JDE# Oracle# DIV REG  Alabama		Tel ephone Facsimile	Contact M	Name	July 19, 2019 &-mall
Business Interiors, Inc., 11 41 Lagoon Business Loop, Montgomery, AL 361 17	PH:	(334) 396-4404	Alan	Plzzilola	apizzllola@businterlors.com
Knoll 1003950 1028 S ATL  Business Interiors, Inc., 799 James Record Road. Suite 2A9, Huntsville. AL 35824	FX: PH:	(334) 396-4440 (256) 551 -0051	Alan	Pizzitola	aplzzllola@businterlors.com
Knoll 1003950 1028 S ATL Business Interiors, Inc. (HDQ), 2309 5th Avenue South . Birmingham. AL 35233	FX: PH:	(256) 51 9-2466 (205) 939-1 008	Alan	Pizzitola	apizzItola@businteriors.com
Knoll 1003950 1028 S ATL	FX:	(205) 939-3349	D. I.	General e-mail:	biinfo@businteriors.com
Facilities Resource Group, Inc., 691.5 Spanish Fort Boulevard, POB 7583, Spanish Fort, AL (Mailing ZIP: 36577) (Physical ZIP: 36527)  Knoll 11 80807 6095 S MIA	PH: FX:	(25 1) 626-3048 (25 1) 626-7082	Robin Nancy	Gentry Gentry	rgentry@frginteriors.com ngentry@frgInteriors.com
HST Corporate Interiors, LLC, 2309 5th Avenue South, Birmingham, AL 35233	PH:	(205) 939-1 008	Larry	Carr	lcarr@hstci.com
Limiled 1280299 8075 S ATL Limitation: GSA and U.S. Communities Only	FX:	(205) 939-3349			
Alaska	DU	(007) 000 4405	Dad	V	
Think Office, LLC, 1320 East 68th Avenue, Ste. 101, Anchorage, AK 99518  Knoll 1278464 8031 W SEA	PH: FX:	(907) 338-4465 (907) 338-4475	Rod	Young	rod@lhinkofficellc.com
Arizona	170	(007) 000 1170			
Corporate Interior Systems, Inc. (HDQ), 3311 E. Broadway, Suile A, Phoenix, AZ 85040	PH:	(602) 304-0 100	Lisa	Johnson	ljohnson@cisinphx.com
Knoll 1 004696 1085 W PHO	FX:	(602) 304-1 020			
Corporate Interior Systems, Inc., 2000 East Speedway Boulevard, Tucson, AZ 85719	PH:	(520) 300-681 1	Lisa	Johnson	ljohnson@cisinphx.com
Knoll 1004696 1085 W PHO	FX:	(520) 300-6518		General e-ma1Z·	sales@cisinphx.com
Arkansas					
Calvert McBride, 3811 Planters Road, P.O. Box 6337, Fort Smilh, AR 72908 (FedEx ZIP: 72906)	PH:	(479) 646-831 1	Kevin	McBride	kevinmcbride@calvertmcbride.com
Knoll 1004568 1050 S DAL	FX:	(479) 646-6036			
LaHarpe's Office Furniture, 318 President Clinton Avenue, P.O. Box 3817, Little Rock, AR 72203 (Fede, Zrf: 122011  Knoll 1003917 1025 S DAL	PH: FX:	(501) 372-6684 (501) 372-3459	Russell	Matchett	rmatchett@laharpes.com
California	ra.	(301) 372-3433			
Desert Business Interiors, 74210 Highway 111, Ste. C, Palm Desert, CA 92260	PH:	(760) 340-1 11 2	Jason	Cason	jcason@desertbusinessinteriors.com
Knoll 1233387 7038 W LAN	FX:	(760) 340-1833	Cathy	Galletta	cgalleta@desertbusinessinteirors.com
KBM-Hogue (HDQ), 225 West Santa Clara Street, Ste. 1 550, San Jose, CA 951 13  Knoll 1004145 1 036 W SFN	PH: FX:	(408) 351-7100	Stan	Vuckovich  General e-mail.	slan.vucKovich@kbm-hogue.com sales@kbm-hogue.com
Knoll 1004145 1036 W SFN  KBM-Hogue, 250 Montgomery Street, Ste. 1400, San Francisco, CA 941 04	PH:	(408) 938-0699 (415) 788-4888	Stan	Vuckovich	stan.vuckovich@kbm-hogue.com
Knoll 1424229 56212 W SFN	FX:	(41 5) 788-0972		General e-mail:	sales@kbm-hogue.com
KBM-Hogue, 1610 R Street, Suite 270, Sacramento, CA 9581 1	PH:	(91 6) 455-1515	Stan	Vuckovich	stan.vuckovich@kbm-hogue.com
Knoll 1424231 5621 1 W SFN ( <u>Can</u> market lo GSMJ.S. Communities in the Fresno, CA market as <u>well</u> ) MG West (HDQ), 2 Shaw Alley, 3rd Floor, San Francisco, CA 94105	FX: PH:	(916) 455-1551 (415) 284-4800	Andrew	General e-mail" Sullivan	sales@kbm-hogue.com andrew@mgwest.com
Knoll 10041 46 1 037 W SFN Oeactivaling-working on phase out plan In process.	FX:	{4 1 5) 284-0 150	7 11 101 0 11	Odilivari	andreweringwest.com
MC West 2045 Freedom Circle Culle 110. Cente Clare CA 05054	DI	(400) 000 0000	Androw	Cullivon	androw@mayyoct.com
MG West, 3945 Freedom Circle, Sulla 110, Santa Clara, CA 95054  Knoll 1365613 14232 w SFN Deaclivating-working on phase out plan in process.	PH: FX:	(408) 883-8022	Andrew	Sullivan General e-ma1z	andrew@mgwest.com in9ulry@m9wes1.com
RDI (Ibex Enterprises dba), 747 Front Street, Suite 100, San Francisco, CA 94 1 1 1	PH:	(41 5) 777-0202	Ann	Pantera	ann.pantera@rdl-sf.com
Knoll 1067680 3231 W SFN	FX:	(41 5) 777-0941			
Sierra School Equipment Company, 191 1 Mineral Court, P.O. Box 80667, Bakersfield, CA 93308-0667 Knoll 1004829 11 05 W LAN Fed Ex/UPS ZIP Code: 93308-681 2	PH: FX:	(661) 399-2993 (661) 399-0218	Michael	McDermott	mikemcdermott@ssecinc.com
Smart Office Interiors, 601 Pine Avenue, Suite A. Goleta, CA 93117		(805) 965-8585	Robert	Mcinerney	robert@smartofficeinteriors.com
Knoll 11 85387 6173 W LAN		<u>(805)</u> 965-5119			
Custome Course Inc. (UDO), 400F, MacAsthus Court, Cuite, 400, Navier, 10, 11, 104, 2000	Di.	(0.40) 050 0000	D '	Consists	and the Constant of the Consta
Systems Source, Inc. (HDQ), 4685 MacArthur Court, Suite 100, Newport Beach, CA 92660  Knoll 1004713 56639 W LAN	PH: FX:	(949) 852-0920 (949) 852-0929	Rosemarie	: SITHITH	rsmith@systemsource.com
100 10010 00000 11 011	176	<del>* /</del> · · · · ·			
Systems Source, Inc., 601 Wes! 5th Street, STE 400, Los Angeles, CA 90071	v	V tem	500 Ci	tadel Drive,	Knoll 1 0041
Knoll 1004713 56639 W LAN	e	Office LA		50 , Los	43 1035 W L
Systems Source, Inc., 530 B Street, Suite 11 0, San Die <lo, 92101<="" ca="" td=""><td>s</td><td>(HDQJ,</td><td>Angele</td><td>es, CA 90040</td><td>AN</td></lo,>	s	(HDQJ,	Angele	es, CA 90040	AN

TO THE REPORT OF THE PERSON OF		2040	1985/	210	940W
Western Office LA, 515 South Figueroa Streel, Suite 101, Los Angeles, CA 90071		(31 0) 234-9814	Rosemarie	Smith	rsmlth@systemsource.com
(noll 1004143 1035 W LAN Western Office LA, 61 1 Anton Boulevard, Suite 350, Costa Mesa, CA 92626	FX: PH:	(31 0) <del>234-9434</del> (619) 822-2453	Rosemario	e Smith	rsmith@systemsource.com
noii 1004143 1035 W LAN Drado		(323) 271 -1 800	Jonathan		jfelton@westernoffice.com
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EMENTS <b>Denver</b> , 2501 Blake Street, Denver, CO 80205		(303) 471-4334 (303) 471 -4330	Traci	General e-mail: Lounsbury	info@westemoffice.com tlounsbury@workplaceelements.com
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## REQUIRED FORM 6

### KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

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Dealer Name/Address		Telephone			July 19, 201
Status IDE# Oracle# DIV REG		Facsimile	Contact N	lame	e-mail
Connecticut				~ 100	2.5 (1.6%) (1.7%) (3.6 (1.6%) (1.4%)
Arenson Office Furnishings, Inc., 300 First Stamford Place, Stamford, CT 06902	PH:	(203) 348-2900	Carl	Milianta	cmllianta@aof.com
Knoll 1005063 1.1.30 N NYC  De Clercq Office Group, Ltd. (HDQ), 11.2 Rowayton Avenue, Rowayton, CT 06853	FX: PH:	(203) 348-0055 (203) 831-5007	Dan	De clercq	Information@aof.com dan@dog-office.com
Knoll 11 02697 4360 N NYC  De Clercq Office Group, Ltd., 1227 Whitney Aven ue, Hamden, CT 06517	FX:	(203) 831 5010 (203) 230-9144	Debra	Secretary of the last	E1880 2379 820
-Knell 1258074 7538 N BOS	FX:	(203) 230-9380	Debra	Hopewell De Clercq	
De Clercq Office Group, Ltd., 36 Huyshope Avenue, Hartford, CT 06106 Knoll 1258074 7538 N BOS GPS Address: 10 <u>Sequassen</u> Street. Hartford. CT 06106	PH: FX:	(860) 969-8050	Debra	Hopewell De Clercq	deb@dog-office.com
EvensonBest LLC, 1000 VermonL Avenue NW, 7th Floor, Washington, DC 20005  Knoll 1265224 7701 N WAS	PH:	(202) 540-5700 (202) <del>540-5701</del>	Vernon	Evenson  General e-mail:	vevenson@evensonbest.com —info@evensonbest.com
MOI, Inc., 111 K Street NE, 8th Floor, Washington, DC 20002	PH:	(202) 469-7600	David	Noel	dnoel@moii.com
Knoll 1004365 1043 N WAS	FX:	(202) 469-7699	an	General e-mail:	info@moii.com
elaware	Y.	(202) 100 7000	1.00	3,2,24,24,24	
Corporate Facilities, Inc., 919 North Market Street, Suite 425, Wilmington, DE 19801	PH:	(302) 425-3700	Robert	Chevalier	rahart@afi knall aam
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Beaux-Arts Group (HOO) (Beaux-Arts Installation Group dbe), 400 North Ashley Drive, Suite 800, Tampa, FL 33602-4301	PH.	(81 3) 880-8686	Bill	Everett	beverett@bagcontract.com
Knoll 1214722 6651 S MIA	FX:	(81 3) 889-8707	Anne		
Beaux-Arts Group (Beaux-Arts Installation Group dba), 131 00 Westlinks Terrace, Unit 11, Ft. Myers, FL 33913	PH:	(239) 280-1 399	Bill	Everett	beverett@bagcontract.com
Knoll 1214722 6651 S MIA	FX:	(239) 225-1 430	Anne	ATT TO DESCRIPTION OF THE PARTY	aadams@bagconlractcom infoftmyers@bagcontract.com
Beaux-Arts Group (Beaux-Arts Installation Group dba), 4750 New Broad Street, Suile 150, Olando, FL 32814	PH:	(407) 302-0092	Bill	Everelt	beverett@bagcontract.com
	FX:	—(407) <del>302-3329</del>	Anne	Adams Everett	NAME OF TAXABLE PARTY OF TAXABLE PARTY.
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Beaux Arts Instal lation Group Disney, 400 North Ashley Drive, Suite 800, Tampa, FL 33602 430 1	PH:	(81 3) <del>880 8686</del>	Bill	Everett	beverett@bagcontract.com
Knoll 1337021 9828 S MIA	FX:	(81 3) 889-8707	Anne	The second secon	aadams@bagcontract.com
Business Interiors, Inc., 223 West Gregory Street, Pensacola, FL 32502	PH:	—(850) <del>266 9266</del>	Alan	Pizzitola	apizzitola@businteriors.com
Knoll 1003950 1028 S ATL  CB1, 888 East Las Clas Boulevard, Ste. 600, Ft. Lauderdale, FL 33301	FX:	(850) 469-1981	David	Longo ———	biinfo@businteriors.com —davld.longo@cbi-nc.cem
	PH:	—(954) <del>315-3 100</del>	—Daviu—	General e-mail.	
Knoll 1 351 233 11 659 S MIA CBI, 6 Easl Bay Street. Ste. 1 00, Jacksonville, FL 32202	FX: PH:	(954) 767-0320 (904) 343-9852	David	Longo	david.longo@cbl-nc.com
Knoll 1391646 17569 S MIA	PH:	(904) 343-9852 (904) <u>212-236 1</u>	Daviu	General e-mail	
NIO		(304) 212-230 1	38330	General e-mail	CDI(@CDI-Se.COIII
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IFS Business Interiors, 318 North Monroe Street, Tallahassee, FL 32301	PH:	(850) 536-0888	Christophe,		ckearney@lfsbi.com
Knoll 10350 16 2175 S MIA Porgia	FX:	(850) 536-0890	<u>Kelly</u>	Kearney	kkearney@ifsbi .com
Corporate Environments of Georgia, Inc., 1636 Northeast Expressway, Atlanta, GA 30329	PH:	(404) 679-8999	Karen	Hughes	khughes@corporateenvironments.com
Knoll 1004590 1054 S ATL	FX:	(404) 679-8950	Kalen	riugries	kingnes@corporateenvironments.com
Meson, Inc., 2301-B Rowland Avenue. P.O. Box 9944, Savannah, GA 31412	PH:	(91 2) 232-4192	Joseph	Conners, Jr.	ilconners@mason-inc.com
Knoll 1005094 11 34 S ATL Physical ZIP: 31404	FX:	(91 2) 234-3664	оосорп	30010, 01.	,
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Corporate Environments International LLC, 841 Bishop Street, Ste. 1188, Honolulu, HI 96813	PH:	(808) 526-2825	Michael	Yasui	myasul@celhawaii.com
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Transport Called Called Clare Clare Daige ID 92762	PH:	(208) 331 -7737	Daniel	Sprague	daniel@spraguesolutions.com
Sprague Solutions, 615 West Hays Silve	FX:	(208) 331-7797	Daniel		
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Corporate Concepts, Inc. (HOO), 500 Waters Edge, Ste. 200, Lombard, IL 60148	PH:	(630) 691-8800	Vickie	Hansel	vhansel@corpconc.com
Knoll 1004622 1065 W CH1	FX:	(630) 691-8873	Larry	Zerante	Izerante@corpconc.com
	. 74	()	Jennifer	Cusack	jcusack@corpconc.com
Corporate Concepts, Inc., 205 West Wacker, Suite 2300, Chicago, IL 60606	PH:	(312) 670-0230	Vickie	Hansel	vhansel@corpconc.com
Knoll 1004622 1 065 W CHI	FX:	(3 12) 670-429 1	Larry	Zerante	lzeranle@corpconc.com
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### DECILIDED FORM 6

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RJE Business Interiors, Inc. (HDQ), 621 Easl Ohio Street, Indianapolis, IN 46202	PH:	-(317) <del>293-4051</del>	Dennis	Sponsol	dsponsel@rJefum.com		
Knoll 1004687 1082 S IND	FX:	(317) 297-8513	Same	199			
RJE Business Interiors, Inc. 301 West Jefferson Boulevard, Fort Wayne, IN 46802	PH:	(260) 702-3030	Dennis	Sponsel	-dsponsel@rjelum.com		
Knoll 1358619 50260 S IND <b>va</b>		2000000	EI	General e-mail:	rje@rjefum.com	POWER.	
Saxton, Inc. (HDQ), 600 3rd Street, SE, Ste. 300, Cedar Rapids, IA 52401-2010	PH:	(319) <del>365 6967</del>	Kim	Augspurger	kim augspurger@saxton	inc-com	
Knoll 1004637 1070 W STL	FX:	(319) 365-2316		, tagopa.go.	illin dagopargor@odxion		
Saxton, Inc 108 Third Street. Suite 100, Dec Meines, IA 50300 4733	PH:	-(515) <del>244 6116</del>	Kim	Augspurger	kim-augepurger@saxtonin	c.com-	
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Evologic LLC, 14950 West 86lh Street, Lenexa, KS 66215	PH:	(913) 894-6273	Trisha	Allenbrand	tallenbrand@spacesinc.c	om	
Knoll 1177680 6033 W STL	FX:	(913 <sub>)</sub> 894-8890	349/4	-80	A CONTRACTOR OF THE PARTY OF TH		
Spaces, Inc., 14950 Wesl 86th Street, Lenexa, KS 66215	PH:	(913) 894-8900	Trisha	Allenbrand	tallenbrand@spacesinc.c		
Knoll 1004811 1100 W STL	FX:	(913) 894-8890	Chris	McCormack	cmccormack@spacesinc.c	om	
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Happy's of MadlaonvIIIe, Inc., 62 South Main Street, Madisonville, KY 42431  Knoll 1004768 1097 S IND	PH:	(270) 821-6300 -(270) <del>821-7801</del>	Ronnie	Vaughn	ronnie@happys.com		
DIE D	DI.I.	(859) 231-7774	Donnie	Spancal	denoncol@riofurn.com		
Knoll 1428412 59505 S IND	FX:	(859) 231-7774 (859) 233-9623	Dennis	Sponsel	dsponsel@rjefurn.com rje@rjefurn.com		
RJE Business Interiors, Inc., 732 West Main Street, Louisville, KY 40202	PH:	(502) 566-3000	Dennis	Sponsel	dsponsel@rjefum.com	-	
Knoll 1428412 59505 S IND	FX:	(502) 785-8400		Capricons	rje@rjefurn.com		
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AOS Architectural Interiors (Associated cliffic:eSys1ems of Iou,slona, Inc. d"8J, 400 Poydras Street. Ste. 1700, Texaco Center, New Orleans, LA 701 Knoll 1004723 1090 S HOU		(504) 561-8400	Shelby	Russ, Jr.	s.russ@thinkaos.com		
AOS Archilectural Interiors (A.ssod&cteo Office Systems  Lculatan11, Inc 11:]1L One American Place, 301 Mo1n SIreel, Sulle 1610, Balon Rouge, LA 70801	FX: PH:	(504) 561-1155 (225) 766-5558	Shelby	Russ, Jr.	neworleanssales@a-o-s.ne s.russ@thinkaos.com	į.	
Knoll 1004723 1090 S HOU	FX:	(223) 700-3330	Officially	General e-mail.	neworleanssales@a-o-s.	net	
IOI, Inc. (Innovative Intelligent Design, Inc. dba), 815 Wesl Congress Street, Lafayelle, LA 70501	PH:	(337) 236-9107	Heather	Trosclair	heather@ldl4deslgn.cor	n	
Knoll 1005101 1136 S HOU	FX:	(337) 236-9108	Byron	Trosclair	byron@ldi4deslgn.com		
J & P Sales, Inc., P.O. Box 3929, Shreveport, LA 71133	PH:	(318) 635-1551	Judy	Conway	judyconway@beilsouth.	net	
Knoll 1218002 6726 s HOU <u>FedEx Address</u> : 5158 Interstate Drive, Sle. 309, <u>Shrevepo</u> rt, LA 71109	FX:	(3 <u>1</u> 8) 635-1584	Prentice	Conway	jaay oo iiway @ bollooda ii.	1101	
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Office Resources, Inc., 22 YorkStreel, Suite 101. Portland, ME 04101	PH:	(207) 7/5-5344	Paul	Fraser	Pau1Fraser@ori.com	-	
Knoll 1331601 9588 N BOS I <b>ryland</b>	FX:	<u>(207)</u> 775-6731	Kevin	Barbary	KevinBarbary@ori.com	and the same	
MOL-Inc. (Hendgrorters), 1801 Pener Street, Suite 100, Ballimore, MD, 21230	PH:	(443) 780-2000	David	Nocl	dnoel@moii.com		
Knoll 1004365 1043 N WAS	FX:		David	General e-mail.	The state of the s	noii.com	
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Interior Resources Group, LLC, 810 Boston Turnpike Road, Shrewsbury, MA 01545	PH:	(401) 374-8405	Karen	Boegemann	_kboegemann@irg-mwbe.	com	
Limited 1318263 71062 N BOS	FX:	<u> </u>	1,01011			00111	
Office Resources, Inc. (HOO), 263 Summer Street, Boston, MA 02210	PH:	(617) 423-9100	Paul	Fraser	PaulFraser@ori.com		
Knoll 1004871 1115 N BOS	FX:	(617) 423-5590	Kevin	Barbary	KevInBarbary@ort.com		
Office Re&ources, Inc., 810 Boston Turnpike Road, Shrewsbury, MA 01545	PH:	(508) 719-0219	Paul	Fraser	PaulFraser@orl.com		
Knoll 1004871 1115 N BOS	FX:	_ (508) 719-0220	Kevin	Barbary	KevinBarbary@orl.com		
chigan		4 65	Robert	<u>Tenaglia</u>	roberttenaglla@ori.com		
Chigan American Interiors Detroit, 29550 Hudson Drive, Novi, MI 48377	PH:	(248) 624-2255	Steve	Essig	steve@aminteriors.com		
Knoll 1084380 3999 S IND	FX:	(248) 624-7755		_0019			
Lakeshore Furniture LLC, 450 West Hackley Avenue, Muskegon, ML 49444	PH:	(231) 733-0604	Travis	Griffith	travisg@lslumiture.onlln		
Knoll 1164297 5750 S IND	FX:	(231)733-6502	141.00	4.242		Team.	
Metro Business Interiors, Inc. 520 Wesl Main Street P.O. Box 1144, Benion Hart>or, MI, 49023-1144 (Physical 7tP: 49022)	PH:	(269) 926-0911	Matthew	Luxem	_matUuxem@gmail.com	- 195	
Limited 1004721 1089 S IND "Essentials" Only Product Michigan Office Design, 26677 West Twelve MIle Road, Suite 165, Southfield, MI 48034	FX: PH:	(269) 926-0581 (248) 447-7969	Sarah	Jones	sjones@moddesign.net		
Limited 1004866 1113 S IND All Products + Essentials: Wayne County, Blue Cross/Blue Shield, Karmanos,	FX:	(248) 654-1122	Jaiali	JU1169	ajonea@moudesign.net		
Fanuc Robotics, Henry Ford Health Systems, Continental Teves. Creative Foam & GM Ca		()					
Pinnacle Design (Consumer Office Furniture, Inc. dba), 3700 Bay Road, Saginaw, MI 48603	PH:	(989) 790-7240	Sam	Shaheen	sam@shaheendevelopm	ent.com	
Knoll 1084383 4000 S IND	FX:	(989)790-1191	Peter	Shaheen	peter@shaheendevelopm	nent.com	

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Parameters, Ltd., 705 Marquelle Avenue, Soulh, Suite 1000, Minneapolis, MN 55402(Mall & Packaoes)	PH:	(952) 903-5200	David	Haines	davldh@parame1ers.com
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Baker Center Loading Dock, Attn: Paramelers : 705 Building, STE 1000, 114 S	Soon sur <u>51, willheapolis,</u> win 5540	2		General e-mail	info@parameters.com
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Spaces Group South, LLC, 6311 Ridgewood Road, Suite E102, Jackson, MS 39211  Knoll 1431366 64606 S ATL URS/FordFreedFreedFreedFreedFreedFreedFreedF	PH:	(601) 472-2000	Carol	Johnson	cjohnson@spacesgrp.com
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Cl Select (HDQ), 11840 Westline Industriel Drive, Suite 100, Sl. Louis, MO 63146	PH:	(314) 909-1990	Claire	Erker	cerker@ciselect.com
Knoll 1004634 1068 W STL	FX:	(314) 909-1911	Brian	Heigel	bheigel@clseleclcom
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NewGround International, Inc., 15450 Soulh Outer Forty DR, STE 300, Chesterfield, MO. 63017	PH:	(636) 898-8100	Deanna	Schoen	dschoen@newground.com
Llmiled 1007057 1143 W STL Major projects controlled by Dealer- All Knoll Product	FX:	(636) 898-8111	14 +		dscriberi@riewground.com_
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Business World Products of Hastings, Inc., 634 Wesl Second SIreel, POB 972, Haslings, NE 68902	PH:	(402) 463-9660	Michael	Schmid!	msc@nidt@bwphastings.com
Knoll 1004914 1120 W STL FedEx/UPS ZIP Code: 68901	FX:	(402) 463-9712	Mike	Florek	mikef@bwphastings.com
CI Select, 4614 Dodge Streel. Omaha, NE 68132	PH:	(402) 925-3200	Claire	Erker	cerker@ciselect.com
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Knoll 1428414 59503 W STL	FX:		Brian	Heigel	bheigel@ciselecl.com
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Western Office, 5565 S. Decalur Boulevard, Sle. 108, Las Vegas, NV 89118	PH:	(702) 347-5500	Mike	Dona	MD0na@wes1ernoffice.com
Knoll 1013146 1813 W PHO	FX:	(702) 347-5501	Greg	Dona	Gdona@weslernoffice.com
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Office Resources, Inc., 22 Deer Slreel, Portsmoulh, NH 03801	PH:	(603) 645-9808	Paul	Fraser	PaulFraser@orl.com
Knoll 1005154 1140 N BOS	FX:	(603) 645-6798	Kevin	Barbary	KevinBarbary@cri.com
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Corporate Facilities of New Jersey, 6950 Sherman Lane, Pennsauken, NJ 08110	е	Buffalo, NY	PH:		A STATE OF THE STA
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EvensonBest LLC, 400 Connell Drive, Ste. 2100, Berkeley Helghls, NJ 07922		Knoll	PH:		
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Felgus Office Furniture, 2604 AllanlicAvenue. Suite 100, Wall, NJ 07719	4		PH:	20,000	
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A. R. Kropp Co. & Sons (A. R. Kropp LLCd/bla), 1515-B Fiflh Industrial Court, Bay Shore, NY, 11706	9	Address: P.O. Box 43.	DH.		
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Limited 1443050 79685 N NYC	8		FX:		
Arensen Office Furnishings, Inc. (HDQ), 1115 Breadway, 6th Fleer, New York, NY 10010		14201	PH:		
Knoll 1004594 1055 N NYC	N		PH:		WARRY BULLOW
Currimbhoy & Cassidy, LLC, 347 Wes! 39th Street, Suite 7W, New York, NY 10018	15	<ul> <li>Page 4 of 8</li> </ul>	PH:	4 4 4 1	SECTION AND SECTION
Limited 1282750 8143 N NYC Limitation: Limited to servicing one customer, EvensonBesl LLC.	N	100000000000000000000000000000000000000	FX:		(中) 中 (新州大阪 SEE 1985)
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ORB Business Interiors, 153 Regen! Streel, Saraloga Springs, NY 12866					
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EvensonBest LLC (HDQ), 641 Avenue of the Americas, 6th Floor, New York, NY 10011			PH:		
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### KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

Dealer Name/Address Status JOE# Oracle# ON REG		Telephone Facsimile	Contact N	ame	July 19, 2019 e-mail
Just the Right Stuff, Inc., 103 Twin Oaks Drive, Syracuse, NY 1 3206	PH:	(3 i 5) 433-1 309	Dave	Constas	dconstas@justtherlghtstuff.com
Knoll 1328205 9459 N BOŚ	FX:	(315) 463-7118	Neil	Greenson	ngreeson@Jusllherightstuff.com
Kinahan Associates LLC, 8799 Wedgefield Lane, Cicero, NY 13039	PH:	(31 5) 572-2308	Kelly	Kinahan	kelly@klnahanassociates.com
Limi ted 1443052 79687 N BOS	FX:				
Lane Office, 256 West 38th Street, 5th Floor, New York, NY 10018	PH:	(212) 233-4 100	Gregory	Burke	greg@laneoffice.com
Knoll 1004952 1122 N NYC  Marigold Home Inc., 747 State Roule 28, Kingston, NY 12401	FX: PH:	(212) 693-2124 (945) 2.39 0900	<u>Avery</u> Maria	Wasoleck Mendoza	avery@laneoffice.com
Plangula Hollie Inc., 747 State House 29, Kingston, NT 12401	FII.	(845) 3.38-0800	Ivialia	Mendoza	maria@marigold-home.com
Limited 1260214 51514 N NYC LImilation: LImited to servicing one customer, Arenson Office Furnishings.	FX:	(845) 338-0811			
Office Resources, Inc., 1501 Broadway, Suile 802, New York, NY 10036	PH:	(21 2) 704-9848	Paul	Fraser	Pau1Fraser@ori.com
Knoll 1004281 1040 N NYC	FX:	(21 2) 944-8264	Kevin	<u>Barbary</u>	KevInBarbary@ori.com
Weeks Lerman Group, LLC (The), 58-38 Page Place, Maspelh, NY 11 378	PH:	(7 18) 803-5000	Sid	Lerman	sld@weekslerman.com
Knoll 1 061 366 2809 N NYC	FX:	(71 8) 628-7724			
North Carolina					
CBI (HOO), 4020 Yancey Road, Charlolle, NC 282 17	PH:	(704) 525-7630	Dave	Longo	david.longo@cbi-nc.com
Knoll 1004647 1075 S CHA	FX:	<u>(704)</u> 527-9361	D	Lance	1. (11
CBI, 625 Oberlin Road, Raleigh, NC 27605 Knoll 1072252 3532 S CHA	PH: FX:	(919) 991-1 077 (91 9) 991-1 066	Dave	Longo	david.longo@cbi-nc.com
CBI, 322 East Chapel Hill Street, Durham, NC 27701	PH:	no land line	David	Longo	davidJongo@cbi-nc.com
Knoll 1072252 3532 S CHA	FX:	no land line	Daviu	General e-mail:	cbi@cbi-nc.com
CBI, 814 Angelo Brolhers Avenue, Winston-Salem, NC 27101	PH:	(336) 724-5 194	David	Longo	davld.longo@cbl-nc.com
Knoll 1231533 6999 S CHA	FX:	(336) 727- 1 049	Tonya	Mayes-Sawyer	tonya.sawyer@cbi-nc.com
Ohio			-		
American Interiors, Inc, (HDQ), 302 S. Byrne Road, Building 100, Toledo, OH 43615	PH:	(41 9) 535-1 808	Steven	Essig	steve@amInteriors.com
Knoll 1005061 11 29 S IND	FX:	(419) 535-1 899			
American Interiors, Inc., 1001 Lakeside Avenue E, Ste. 150, Cleveland, OH 44114	PH:	(216) 912-1200	Steven	Essig	steve@aminteriors.com
Knoll 11 73153 5944 S IND	FX:	(216) 912-1201			
O'Rei Ily Office LLC, 300 Spruce Street, Sulle 150, Columbus, OH 43215	PH:	(6 1 4) 754-1 895	Erica	O'Reilly	
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RJE Business Interiors, Inc., 623 Broadway Streel, Cincinnati, OH 45202	PH:	(513) 64 1 -3700	Dennis	Sponsel	
Knoll 1283817 8163 S IND	FX:	(513) 641 -0744			
RJE Business Interiors, Inc., 234 North 5th Streel, Columbus, OH 43215	PH:	(614) 374-5399	Dennis	Sponsel	dsponsel@rjefurn.com
Knoll 1449839 87407 S IND	FX:		Tarra	Aufderheide	laufderheide@rje-bi.com
O dahoma					
Bauhaus, 426 East 4th Street, Tulsa, OK 74 120	PH:	(918) 557-9885	Ron	Welch	rwelch@bauhausinteriors.com
Knoll 1416264 5094 1 S DAL	FX:				
Spaces, Inc., 2801 Cottrane Place, Sulle 1, Edmond, OK 73034	PH:	(405) 21 6-8800	Alison	Hafar	allsonhafar@spacesok.com
Knoll 1065103 3001 S DAL	FX:	(405) 21 6-8802	Don	Henke	donhenke@spacesok.com
O 'egon Environments, 707 SE Belmont Avenue, Portland, OR 97214	PH:	(503) 236-3600	Chris	Corrado	chrisc@environmenlsnw.com
Knoll 1004596 1056 W SEA	FX:	(503) 236-1 300	CHIIS	Corrado	CHISC@environmenishw.com
Workspace (Inlerior Office Concepts, Inc. dba), 150 N. Bartlett Street, Ste. 100, Medford, OR 97501	PH:	(541) 776-4043	Jusfin	Steffens	justin@iocteam.com
Knoll 1059228 2607 W SEA	FX:	(541) 776-3812			,
Penns Ivan la					
A. J. Grack Business Interiors, 3364 West 26th Sireel, Building B, Erle, PA 1 6506	PH:	(814) 835-8217	A. J.	Grack	ajgrack@ajgrack.com
Knoll 1004733 1095 N PHI	FX:	(814) 836-0307	Dory	Grack	dorygrack@ajgrack.com
Corporate Facilities, Inc. (HOO), 2129 Cheslnut Street, Philadelphia, PA 19 103	PH:	(21 5) 279-9999	Robert	Chevalier	robert@cfi-knoll.com
Knoll 1004597 1057 N PHI	FX:	(215) 279-9445	Patricia	Dobkin	pdobkin@cfi-knoll.com
Corporate Facilities, Inc., 300 Brookside Avenue, Building 4, Suite 100, Ambler, PA 19002	PH:	(215) 279-9999	Robert	Chevalier	robert@cfi-knoll.com
Knoll 1004597 1057 N PHI	FX: PH:	(7 17) 234- 1 234	Robert	General e-mail.: Chevalier	info@cfi-knoll.com
Corporate Facilities, Inc., 401 E. Windy Hill Road, Suite 110, Mechanicsburg, PA 17055  Knoll 1351 709 11747 N PH I	FX:	(111) 234-1234	noneir	Cilevallel	robert@cfi-knoll.com
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Corporate Facilllles - Lehigh Valley, LLC, 1042 Hamilton Street, Allentown, PA 18101  Knoll 11 70077 5905 N PHI	PH: FX:	(61 0) 434-7236 (61 0) 439-0719	Robert Beverley	Chevalier Kahler	robert@cfi-knoll.com beverley@cfilv-knoll.com
Corporate Facilities, Inc., 119 Soulh Burrowes Street, Ste, 608, State College, PA 16801	PH:	(717) 234•1 234	Robert	Chevalier	robert@cfi-knoll.com
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Knoll 1351 709 11 747 N PHI	FX:	\$ 15 days 200	4	General e-mail:	info@cfi-knoll.com
Workscape, Inc., 1900 Lowe Street, Pittsburgh, PA 15220	PH:	(41 2) 920-6300	Dawn	Sauter	dmsauler@workscapeinc.com
Knoll 1004870 11114 N PHI	FX:	(412) 920-7570	David	Sauter	dsauter@workscapeinc.com
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### REQUIRED FORM 6

### K NO L L DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

Dealer NameiAddress Status JOE# Oracle# DIV REG		Telephone Fecelmlle	Contact N	ame	July 19, 2
Puerto Rico					
Systems (PR), Inc., 250 F, D. Roosevelt Avenue, San Juan, PR 00918-2311	PH:	(787) 751-5775	Rafael	Tamayo	rafael @syst.ema.net
Knoll 1004356 1042 S MIA	FX:	<u>{787</u> ) 751-1410			sales@systema.net
ode Island		2 -1			
Sheehans Office Interiors, Inc. (HDQ), 524 Park Avenue, P.O. Box 629, Portsmouth, RI 02871-0629	PH:	(401)683-3150	Jack	Sheehan	jsheehan@sheehansoffice.com
Knoll 1003997 1030 N BOS FedEx/UPS ZIP Code: 02871-4940	FX:	(401) 683-4990			Parting to Marie Teach.
Sheehan's Office Interiors, Inc., 865 Waterman Avenue. East Providence, RI 02914	PH:	(401) 683-3150	Jack	Sheehan	jsheehan@sheehansoffice.com
Knoll 1003997 1030 N BOS	FX:	( , , , , , , , , , , , , , , , , , , ,	odor	onconan	jonophan@onconanconco.com
outh Carolina	.,,,				
	DU	(0.43) OF2 0000			
CBI, 526-B King Street. Charleston, SC 29403	PH:	(843) 853-8888	Dave	Longo	david.longo@cbi-nc.com
Knoll 1099944 4296 S CHA	FX:	(843) 853-3511			
CBI, 205 East Broad Street, Greenville, SC 29601	PH:	(864) 404-4200	David	Longo	david.longo@cbl-nc.com
Knoll 1423458 55609 S CHA Use JDE#1332880 for literature orders only)	FX:	<u>{864)</u> 478-1234			
Corporate Concepts, Inc. • 2412 Main Street. Columbia, SC 29201-1948	PH:	(803) 758-2900	Rutledge	Davies	RDavies@CorporateConceptsofSC.cor
Knoll 1004491 1047 S CHA	FX:	<u>{803)</u> 758-2904			
Talotta Contract Interiors & Office Furniture USA, 4575 Dlckpond RD - Highway 544. Myrtle Beach, SC 29588	PH:	(843) 650-5217	Frank	Tafolla	FrankT@talouainteriors.com
Knoll 1Uo8ti4b \$300 S CHA	FX:	(843) 050-2373			
outh Dakota					
A&B Business, Inc., 1600 North A Avenue, Sioux Falls, SD 57104	PH:	(605) 335-8520	Dennis	Aanenson	dennis.aanenson@abbuslness.com
Knoll 1350551 11523 W CHI	FX:	(605) 335-8942	2011110	Adrictiooti	demis.danenson@abbasiness.com
nnessee	17.	(000) 000 00 .2			
		(000) 001 1000	40.00		
CBI, 128 South Gay Street, Knoxvill e, TN 37902	PH:	(865) 321-4900	David	Longo	david.longo@cbi-nc.com
Knoll 1330630 9545 S CHA	FX:	(865) 342-4872	Dean	Vance	dean.vance@cbi-tn.com
CBI, 701 Cherry Street, Ste. 100, Chattanooga, TN 37402	PH:	(423) 30S-6982	David	Longo	david.longo@cbi-nc.com
Knoll 1330630 9545 S CHA	FX:	(423) 376-1257		General e-mail:	cbi@cbl-tn.com
OBI. 7111 Commerce Way, Brentwood, TN 37027	PH:	(615) 425-5252	Jay	Chawan	jay@gbinaShvIlle.com
Knoll 1382818 16442 S CHA	FX:	(615) 425-5250	,	General e-mail:	Info@gbinashville.com
Inspire Business Interiors (TIH Associates, LLC dba), 725 West Walnut Street, Johnson City, TN 37604	PH:	(423) 282-5400	Tracy	Johnson	ljohnson@Inspirebusinessinterlors.com
Knoll 1208644 6556 S CHA	FX:	(423) 282-6542	,		January C. 194
Spaces Group LLC, 7760 Trinity Road, Suite 106, Cordova, TN 38018	PH:	(901) 348-4600	Carol	Johnson	c:johnson@spacesgrp.com
Knoll 1293695 8454 S CHA	177	(901) 395-0039	Garoi	001113011	c.joinison@spacesgrp.com
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exas	X	(014) 744 5500	4		
Bauhaus, 1645 Stemmons Freeway, Suite A, Dallas, TX 75207	PH:	(214) 744-5500	Ron	Welch	rwelch@bauhausInteriors.com
Knoll 1004826 1103 S DAL	FX:	(214) 744-5503			
Debner+Company, 8020 Katy Freeway, Houston, TX 77024	PH:	(713) 782-1300	Tim	Debnar	Umd@debner.com
Knoll 1004603 1059 S HOU	FX:	(713) 782-1332	Cody	Debnar	codyd@debner.com
Gl. Seaman & Company (H00), 4201 International Parkway, Dallas, TX 75007	PH:	(214) 764-6400	Bobby	Lutz	blutz@glsc.com
Knoll 1269339 7791 S DAL	FX:	<u>{214</u> ) 764-6420			
GL Seamen & Company, 2624 Weisenberger Street, Ft. Worth, TX 76107	PH:	(817) 336-5400	Bobby	Lutz	blutz@glsc.com
Knoll 1269339 7791 S DAL	FX:	(817) 336-5442			
G&S Office Supply, Inc., 6425 Polaris Drive, Suite 7, POB 452107, Laredo. TX 78045	PH:	(956) 722-1773	Ronald	Levy	rjlevy1@swbell.net
Knoll 1069608 3357 S HOU FedEX/UPS ZIP; 78041	FX:	(956) 722-7440			, , , ,
Perry Office Products, Inc., 1401 North 3rd Street. Temple, TX 76501	PH:	(254) 778-4755	Harry	Macey, III	harry.macey@perryop.com
	FX:	(254) 778-0082	ridiry	macoy, m	narry.macey@perryop.com
Knoll 1444726 81617 S HOU  Shelby Distributions, Inc. dbe Express Office Products, 29 A Butterfield Trail, El Paso, TX 79906	PH:	(915) 590-3050	Julian	Grubbs	jgrubbs@expressop.com
			Julian	Grubbs	January Services Sup. Com
Knoll 1306821 8782 W PHO	FX:	(915) 590-3080 (513) 481 1500	D:	IZ-II	
Shelton-Keller Group, Inc. (HDQ), 6301 Easl Slassney Lane, Building 9, Ste, 100, Austin, TX 78744-3069	PH:	(512) 481-1500	Diana	Keller	dkeller@skgtexas.com
Knoll 1004865 1112 S HOU	FX:	( <u>512</u> ) 481-1550	D:	General e-mail:	info@sheltonkeller.com
Shelton-Keller Group, Inc., 1627 Broadway Street, San Antonio, TX 78215	PH:	(210) 320-2500	Diana	Keller	dkeller@skgtexas.com
Knoll 1428413 59504 S HOU	FX:	no		General e-ma11.	info@Sheltonkeller.com
ah					
WorkSpace Elements, 3003 South Highland Drive, Salt Lake City, UT 84106	PH:	(801) 746-0271	Timothy	Barney	1lm@lvp-llc.com
Knoll 1284046 8166 W SEA	FX:	(801) 973-0573			
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Cazador, LLC, 13873 Park Center Road. Suite 400N, Herndon, VA 20171	PH:	(571) 723-4255	David	Hoy	david.hoy@cazador.biz
Cazador, EEC, 13073 Fark Center Hoad. Gate 4004, Flemaon, VA 2017 F					

### REQUIRED FORM 6

# KN OLL DE ALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

Dealer Name/Address		T111	September 1	13.4	I 1 10 20
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M111er's Supplies at Work, 1154 Martinsburg Pike, Winchester, VA 22603	DLL	(540) <del>662-1824</del>			
Knoll 1407590 20202 N WAS	FX:	{540) 662-1632	Mark	Kelly	mkelly@millersoffice.com
MCI, Inc., 1051 E. Cary ST, Ste. 101, Richmond, VA 20219	ΓΛ. DU.	(804) <del>343-0788</del>	David	Noel	dnoel@moll.com
Knoll 1215265 6660 N WAS	FX:	(804) 343-0789	David		Info@moii.com
MCI, Inc., Two Columbus Center, 4500 Main Street, Suite 610, Virginia Beacll, VA 23462	FA.	(757) <del>201-3547</del>	David	General e-mail."	dnoel@moii.com
Knoll 1326159 9396 N WAS	TTI.	(757) 201-3547	David		
	FX:	(737) 201-3331		General e-ma,,:	info@moii.com
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Freeform Interiors (Contract Resource Group, Inc. dba), 715 East Sprague Avenue, Suite 40, Spokane, WA 99202	PH:	(509)458-0411	Fernando	Jauretche	femando@contractresourcegoup.com
Knoll 1450811 122408 W SEA	FX:	(509) 458-0425	(35/29/6)	150.0	THE PARTY AND THE STATE OF THE
Systems Source, Inc., 6100 4th Avenue South, Suite 100B, Seattle, WA 98108	PH:	(206) 285-2208	Rosemari		rsmilh@systemsource.com
Knoll 1357310 54477 W SEA	FX:	(206) 701-5306	7.6	No.	TOTAL CONTRACTOR
Systems Source, Inc., 610 West 2nd Avenue, Spokane, WA 99201	PH:	(509) 209-8855	Rosemari	e Smith	rsmith@systemsource.com
Knoll 1357310 54477 W SEA	FX:	(509) 209-8856			
Western Office, 2125 Western Avenue, Suite 400, Seattle, WA 98121	PH:	(206) 876-1400	Mike	Dona	MDona@westemoffice.com
Knoll 1228041 6929 W SEA	FX:	(206) 876-1401			
Western Office (for Spokane, Washington territory orders) (Contact the Seattle office with questions.)		Y	Fried.	1995	A STANDARD
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B. Stanley Glii, Inc., 1119 Jefferson Road, South Charleston, WV 25309-9780	PH:	(304) 746-5200	Brian	Legg	Bstanlevgill@aol.com
Knoll 1004094 1034 N WAS /i <mark>sconsin</mark>	FX:	(304) 746-5203			CHARLES THE TOTAL STATE OF THE
Creative Business Interiors, Inc. (HDQ), 1535South 101stStreet, Milwaukee, WI 53214	PH:	(414) 545-8500	John	Norfolk	jnorfolk@creativebusinessinteriors.com
Knoll 1004680 1081 W CHI	FX:	-(4 <u>14)</u> 545-8588			SECRETARY NAMED IN
Creative Business Interiors, Inc., 201 Moravian Valley Road, Ste. A, Waunakee, WI 53597	PH:	(608) 249-0904	John	Norfolk	jnorfolk@creativebusinessinteriors.com
Knoll 1005119 1137 W CHI	FX:	(608) 249-7350	-		
Systems Furniture, Inc., 125 South Broadway, De Pere, WI 54115	PH:	(920) 336-1510	Curtis	Beilke	curt.beilke@sysfumiture.com
Knoll 1003970 1029 W CHI	FX:	(920) 336-4008			sales@sysfurniture.com
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Diversified Services Bermuda Ltd., P.O. Box HM 1877, Hamilton HM 11 Bermuda	PH:	(441) 295-9253	Alan		
Knoll 1004690 51520 CAN CCA FedEX/UPS Address: Suite 305, International Center, 26 Bermudiana Road	FX:	(441) 295-5524	Alan	McKay General e-mail:	amckay@diverslfiedbda.ccm cyoung@diversifiedbda.com
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Alberta	- 12	122 To 124	954 (P	The I	CHEST SECTION
ELEMENT Integrated Workplace Solutions ltd., 140, 4411-6th Street SE, Calgary, AB T2G 4E8, Canada	PH:	(403) 444-7390	Greg	Forsgren	gforsgren@elementiws.ccm
Knoll 1174467 5965 CAN CCA	FX:	(403) 243-4808			
Innerspaces Business Furnishings, Inc., 10260 - 106th Street, Edmonton, AB T5J 1H7 Canada	PH:	(780) 428-1083	Dennis	Mozak	dmozak@synergybuilds.com
Knoll 1134515 5048 CAN CCA	FX:	(780) 426-6420	Jeff	Cherniawskl	jeffc@innerspaces.ca
British Columbia	TI.	(00.4) 000 0000		District	
Blackburn Young Office Solutions, Inc., 100 - 1111 Melville Street, Vancouver, BC V6E 3V6 Canada  Knoll 1261145 7615 CAN CCA	PH: FX:	(604) 696-2220 (604) 696-6422	Michael	Blackburn	mblackbum@blackbumyoung.com
Hub Office Furniture, Inc., #115-1631 Dickson Avenue, Kelowna, BC V1Y 085 Canada	PH:	(250) 808-5811	Jules	Galloway	jules@hubofficefurniwre.com
The state of the s	111.		00.00	Samorray	ja.ss@nasomonariiwio.com
Knoll 1442381 78758 CAN CCA	FX:	9.727.55	21700	Win T	
Systems Source, Inc.	PH:	—(206) <del>285-2208</del>	Joanne Rosemarie	King Smith	jo@hubofficefurniture.com rsmilh@systemsource.com
	FX:	(206) 624-2460			
Limited 1407123 56703 CAN CCA Limitation: Microsoft Canada			3 14.80	ACROES.	The water to be a second
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First Avenue Office Furnishings, Ltd., 976 Dugald Road, Winnipeg, MB R2J OG9 Canada  Knoll 1004644 1074 CAN CCA	PH:	(204) 237-9615	Claudelle	Medway	claudette@firstavenueoffice.com
ova Scotia	FX:	(204) 237-9627	3570	1	E REPORTED NO
interSPACE Resource Group, Inc., 63 McQuade Lake Crescent, Bayers Lake, Halifax, NS B3S 1C4 Canada	PH:	(902) 421-2116	C.Terry	Wilson	twilson@interspace.ca
Knoll 1217938 6723 CAN CCA	FX:		C. Telly	VVIISOIT	53453-411463774mise41
ontario	1.5	179 37 41 5	237	2007 S	KIND OF THE PERSON
Burovision, Inc., 300 Sparks Street, Ste. 230, ouawa, ON K1R 7S3 Canada	PH:	,	Clark	Moland	dark@burovislon.ccm
Knoll 1392321 17655 CAN CCA	FX:	5 V K 15 -	Luciano	Ricciuti	luclano@burovlslon.com
	50	(44.5) 740 7400	400	General e-ma17.	
Drechsel Business Interiors (HDQ), 400 Oakdale Road, Downsview, ON M3N 1W5 Canada  Knoll 1004673 1078 CAN CCA	PH:	(416) <u>740-7120</u> (416) <u>748-9682</u>	Tova Chris	Drechsel While	tova.drechsel@drechsel.ccm chris.white@drechsel.com
NIOI 1004073 1076 CAN CCA	FA:	(410) 746-9062	CHIIIS	vvrille	
Drechsel Business Interiors, 53 Jarvis Street, Toronto, ON MSC 2H2 Canada	PH:	(416) 740-7123 x	30 Tova	Drechsel	tova.drechsel@drechsel.com
Stocked States Thorono, od datvo drock, Torono, ort Theo 2.12 Sanda		(110) 740-7123 X		Diecisei	tova.areensei@areensei.com
Knoll 1004673 1078 CAN CCA (Use 1327067 to order literature/samples for this location only).		TV.	(416) 645-		
Triad Office Interiors, 3345 N. Service Road, Unit 1 oo, Burlington, ON L7N 3G2 Canada	150	FX: PH:	0502		Chris Todd
Knoll 1198001 6389 CAN CCA	79.	FX:	(905) 331-	(868) 626- 0258	Todd
Triad Office Interiors, 40 Weber Street East, Kitchener, ON N2H 6R3 Canada		PH:	8244	(868) 626-	
Knoll 1436168 70923 CAN CCA	955	FX:	<u>(905</u> ) 331-	1945	(90)(80)(8)
Quebec Alla Maria	- 15	1135 45 12	8544		Renzo
Burovision, Inc., 625 avenue du President Kennedy, Niveau Mezzanine, Montreal, QC H3A 1K2 Canada	Р	PH:	(905) 331- 8244		Alexandra
Knoll 1060366 2705 CAN CCA	a	FX:	(905) 331-	1771 6	COLLEGE HOUSE, FOR WILLION
askatchewan Avanti Office Products, 1245 Osier Street, Regina, SK S4R IW4 Canada	g	PH:	8544	CLOSSAM	Mauro
Knoll 1004732 1094 CAN CCA	e 8	FX:	(F4.0) 15:		
ayman Islands	0		(514) 481- 1833		Jeremy
IRG Interior Spaces Ltd., One Artillery Court, Shedden RD, PO 2390, George Town, Cayman Islands, KY1-1105	f	PH:	(514) 481-		55.0my
Limited 1004945 1121 S MIA All Knoll Products	8	FX:	2010		
est Indies	•				Gordon
Business Supply Group Ltd. (The)- BOSS Division, 8 Fernandes Industrial Center, Eastern Main Road, Lavenlille, Trinidad, West Indies		PH:	(306) 359-		
Knoll 1349258 11292 S MIA		FX:	3108		
			(306) 525- 5101		
			5191		
			(24E) 622		
			(345) 623- 1111		
*660			(345) 623-		
			1112		

White McGauley
McGauley
General e-mail:

Fraraccio
Choquette Montanini

Hurst

Dalla Costa
General e-mail:

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trinidad.com
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### REQUIRED FORM 10 - ENVIRONMENTAL PURCHASING RESPONSES RFP # 269-2019-105

### FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Companies shall complete and submit the fonn below regarding the products or supplies required to perform the Services.

perform the services.	
Question	Response
Recycled Content.  Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer , included in your product.	Knoll offers full and complete documentation for approximately O+ of our product lines. In an effort to offer a complete but abbreviated response, we have provided, as an example, percentages of recycled and recyclable content of products specified in our Sample Project Pricing in the following table - See Supplemental Information Section 7, Form 10: Sustainability.
	In addition, available documentation on the recycled and recyclable materials in each of the following proposed products is provided in Supplemental Information Section 7, Form 10: Sustainability. This is a reflection of the products proposed in our Sample Project Pricing. Product documentation is available for our full contract offering upon request  - Dividends Horizon  - Reff Profiles  - Antenna Workspaces  - k. stand  - KnollExtra  - Chadwick Seating  - MultiGeneration  - k. task  - KnollStudio Pilot
Recyclability. Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	Knoll offers full and complete documentation for approximately 20+ of our product lines. In an effort to offer a complete but abbreviated response, we have provided, as an example, percentages of recycled and recyclable content of products specified in our Sample Project Pricing in the following table - See Supplemental Information Section 7, Form 10: Sustainability.
	In addition, available documentation on the recycled and recyclable materials in each of the following proposed products is provided in Supplemental Information Section 7, Form 10: Sustainability. This is a reflection of the products proposed in our !Sample Project Pricing. Product documentation is available for ur full contract offering upon request.  - Dividends Horizon  - Reff Profiles  - Antenna Workspaces  - k. stand  - KnollExtra  - Chadwick Seating  - MultiGeneration

- k. task

	1 I/ 110 F P7 I
	- KnollStudio Pilot
Biodegradability. Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your	Not Applicable
proposal is biodegradable.  Cornpostability.  Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal	Not Applicable
is compostable.  Energy Consumption.  Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmentaJ impacts.	Knoll offers full and complete documentation for approximately 20+ of our product lines. In an effort to offer a complete but abbreviated response, we have provided, as an example, energy consumption of products specified in our Sample Project Pricing. Refer to Environmental Product Declarations (EPDs) in Sucolemental Information Section 7, Form 10: Sustainability.
Energy Efficiency. Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.	Not Applicable  f
Water Efficiency. Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program or be water-efficient or low-flow fixtures.	Knoll offers full and complete documentation for approximately 120+ of our product lines. In an effort to offer a complete but abbreviated response, we have provided, as an example, water efficiency of products specified in our Sample Project Pricing. Refer to Environmental Product Declarations (EPDs) in Supplemental Information Section 7, Form 10: Sustainability.
Low VOCs. Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.	Knoll conducts Indoor Air Quality (IAQ) testing to measure and confirm off-gassing limits to BIFMA compliance levels. All Knoll North American systems are tested by Intertek's Clean Air program for all Systems, Tables, & Casegoods and UL Environmental meets the required levels to pass UL Greenguard Gold certification for all of Knoll Office This eliminates the need to store product to off-gas, as the testing confirms that non-low emitting materials conform to the standards. See product Intertek's Clean Air Program Certificates in Supplemental Information Section 7, Form 10: Sustainability. (See attached IAQ certificates)

#### Reduced Packaging.

Please include any efforts made to reduce the packaging of the products included in this proposal.

In order to meet our goals for sustainability, we make every effort b use recyclable and reusable materials, to ensure safe delivery of your product without producing excessive waste.

Our packaging is dependent on the size of the order and type of broduct being shipped. We are able to offer both "single" and bulk" packs, for example. In terms of packing materials, Knoll typically uses corrugated cartons, plastic wrap, chair bags, foam covers (for feet), and blanket wrapping. Knoll, in an ongoing commitment to lower its impact on the environment, has and will continue to look for more ways, in the future, to utilize greener backing methods.

Knoll packaging is generally corrugated cardboard. Dealers can arrange for local recycling companies to recycle the cardboard. nv pallets and containers used can be returned and are 100% recyclable.

#### Pollution Prevention.

reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any vacilities listed above. We are committed to empowering waste stream or otherwise released into the environment (including fugitive emissions) term includes equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.

The North American operations of Knoll, Inc. located in East Please state your company's policy on source Greenville, PA, Muskegon MI, Grand Rapids MI and Toronto ON Canada ("Knoll") pioneer products that inspire, evolve and endure. Our environmental and sustainability standards inform our product

- evelopment activities and shape the processes at all Knoll
- ssociates in leading UCLC policies and practices designed to protect the biosphere, conserve natural resources and reduce prior to recycling, treatment or disposal, and (2) waste. To that end, it is our policy to manufacture well-designed
- Reduces the hazards to public health and the virniture, textiles and office accessories in the most environment associated with the release of such environmentally responsible way. The success of our policy is substances, pollutants or contaminants. The based on a holistic understanding of how people live, work and interact with the environment.

By design, we evaluate the environmental impact of all of our projects and take a proactive approach to environmental issues at our facilities and in our communities.

#### **Knoll Environmental Policy Goals:**

#### Sustainable Use of Natural Resources

+ Protect and enhance the environment through the prevention of pollution and the preservation of natural resources

#### Waste Reduction and Protection of the Biosphere

+ Eliminate or minimize a negative impact resulting from waste, emissions to air, land or water

#### Risk Reduction

+ Manage all of our activities in a manner that meets or exceeds all applicable federal, state, provincial and local environmental regulations and requirements, sustainability practices and other requirements to which Knoll subscribes

#### Measurable Continuous Improvement

+ Establish and maintain leading environmental metrics, objectives and targets

#### Associate Engagement and Informing the Public

- + Actively engage all Associates, other relevant stakeholders and partners to drive Knoll's environmental values
- + Raise awareness, encourage participation and train Associates in environmental matters and develop the skills and abilities necessary to perform all tasks that support this policy
- + Knoll's Environmental Policy Statement is communicated to all Knoll Associates, other relevant parties and is available to the public via the Knoll website
- t least once per year, Knoll will review all aspects of our operations, policy and progress towards objectives and targets, Which are set for continuous improvement in our Environmental Management System.

It is Knoll's expectation that all Knoll Associates, contractors, subcontractors and their workers meet or exceed the nvironmental requirements of this policy.

#### Life Cycle Management.

Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).

Knoll subscribes to the DfE principles. We use powerful softwarebased tools to evaluate the entire life cycle of a product, from raw materials extraction to what happens at the end of the product's useful life. This holistic vision of environmental impact means that twe can adjust designs, materials or production processes to maximize sustainability. Knoll structures its LCA process in three phases, collecting three large sets of data:

- 1 Cradle to Gate: includes supply chain inputs, from raw materials xtraction to transportation and secondary manufacture of parts purchased by Knoll.
- Quality Gate to Gate: measures the processes that turn materials and parts into finished products.
- B Gate to Grave/Cradle: looks at what happens to a product at the end of its useful life.
- Our LCA process also produces transparency: we pass on the indings of our analysis to our customers in the form of an Environmental Product Declaration (EPD), a standardized tool for communicating the environmental performance of a product. The EPD uses a consistent set of indicators to relay information about raw material acquisition, energy use, emissions, and waste eneration. EPDs are third-party certified, and they help our

customers earn points under the LEED v4 standard.

Full Circle is the first program in the contract furniture industry to provide comprehensive, integrated services for surplus furniture, ixtures and equipment (FF&E). Full Circle includes the traditional buy-back and re-selling of FFE assets as a first alternative, but also includes repurposing, recycling, and avoiding landfill through

#### End of Life Management.

Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).

Energy-from-Waste conversion options for those assets that may not have any re-sale value.

Knoll developed the Full Circle program in partnership with ANEW, a non-profit organization dedicated to extending the life cycle of retired FFE assets. ANEW delivers Full Circle through strategic alliances with the Knoll Dealer Network. ANEW has access to a diverse range of field service companies, but first consults with Knoll and dealer representatives to ensure your preference for surplus labor removal resources.

Full Circle is a total solution that addresses Knoll and other brands of furniture as well as fixtures and equipment: everything from telephone and HVAC systems to carpeting and elevators.

Working in collaboration with Knoll, ANEW can develop a Full Circle Decommissioning Strategy for equipment surplus based on the objectives most important to your organization and use of the following services:



- Resale: Sell usable FF&E to capture financial value, either as a profit or to help offset the costs of FF&E removal, recycling, and/or transportation to an Energy-from-Waste Facility
- Repurpose: Donate usable FF&E to local non-profits for social equity in the community and the tax benefits of donating to a 501(c)(3) organization (ANEW).
- Recycle: Recycle FF&E that has no resale or repurpose value.
- Recover Energy: Convert waste to clean energy, diverting from landfill anything that cannot be recycled.
- Report: ANEW can provide report, including documentation for use toward LEED Certification. (Various aspects of the Full Circle program, including donation and recycling, can earn the LEED material Resources, Construction Waste Management credits.)

#### EXHIBIT D – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the Furniture, Installation, and Related Products and Services (the "Contract") between the City of Charlotte and Knoll, Inc. (the "Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

- 1. **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form 8 Vendor Debarment Certification is incorporated herein as Form D.1 below.
- 2. **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 3. **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Clean Air Act and Federal Water Pollution Control Act. The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 5. **Energy Efficiency**. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Company certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.
- 7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
- 8. **Right to Inventions**. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
- 11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
- 12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

CONTRACT #: 2020000608 VENDOR #: 308719

13. **Equal Employment Opportunity**. In its performance under the Contract, the Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### REQUIRED FORM 8 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

#### RFP # 269-2019-105

#### FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

- 1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
- 2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

1.

·	
Wayne McDorman	( In U. )
(Print Name)	Signature
Director Government Sales	08 01 2019
Title	Date
•	e above statements. Attached is my explanation. [Checl
box if applicable]	
(Print Name)	Signature
	Signature

### REQUIRED FORM 9- BYRD ANTI-LOBBYING CERTIFICATION RFP # 269-2019-105

#### FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or **wiJl** be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Fonn-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands

(the "Company") certifies or affirms the truthfulness and

and agrees that the provisions of 3 I U.S.C.	A 3801, et seq., apply to this certification and disclosure, if any.
<u>vvayne ivic⊔ormai<sub>n</sub></u> Print Namel	Koon, Inc Company Name
La the	10S0 K Street NW
Authorized Signature	Address
08 01 7019	Washington. DC 20001
Date	City/State/Zip

Knoll, Inc



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MMIDDNYYY) 12/09/2019

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

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

PRODUCER	CONTACT						
MARSH USA INC. 1717 Arch Street	Q,[;y'-						
Philadelphia, PA 19103	ADORESS:						
Attn: PHILADELPHIACERTS@MARSH.GDM 212-948-0360	INSURERISI AFFORDING COVERAGE	NAIC#					
CN102111961-AII-GAWU-19-20	INSURER A: Travelers Pron. Casualtv Co. of America	25674					
INSURED	INSURER B: Travelers Indemnity Co	25658					
KNOLL, INC. ATTN: ANDREW PIERCE	INSURER c : Phoenix Insurance Comnany	25623					
1235 WATER ST.	INSURER D: NIA	N/A					
PO BOX 157 EAST GREENVILLE, PA 18041	INSURER E: NIA	N/A					
	INSURER F:						

**COVERAGES** CERTIFICATE NUMBER-CLE-006513778-01 **REVISION NUMBER: 5** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH					5.		
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Contractual Uab. per CG0001					MED EXP (Anyone person)	\$	10,000
		;!			PERSONAL & ADV INJURY	\$	1,000,000
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OWNED SCHEDULED AUTOS ONLY NON-OWNED					BODILY INJURY (Per accident)	\$	
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(Mandatory In NH)  If yes, describe under		TRKUB751G951819 (AZ, MA.WI)	04/01/2019	04/01/2020	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
DESCRIPTION OF OPERATIONS DEKIW					E.L. DISEASE- POLICY LIMIT	\$	1,000,000
I							

DESCRIPTION OF OPERATIONS I LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Contract 2020000608.

City of Charlotte is included as additional insured (except workers compensation) where required by written contract and allowed by law.

CERTIFICATE HOLDER

City of Charlotte Attn: Genetta N. Carothers Department of General Services - City Procurement 600 East Fourth Stree CMGC - 9th Floor Charlotte, NC 28202-2850

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

of Marsh USA Inc.

Manashi Mukherjee -.lvl.a.1,A.Q,o © 1988 - 2016ACORDCORPORATI . О N e d

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### STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

## FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 9th of April 2020, by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the Cily of Charlotte, a North Carolina municipal corporation (the IICityII).

#### Statement of Background and Intent

- A. The Cily of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the Cily of Charlotte.
- B. The parties now desire to amend the Contract to add the Islands Collection product line and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

#### **AGREEMENT**

- I. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirely due to the addition of the new product line which are attached hereto as Exhibit A.2.
- 4. Section 29 of the Contract ("Miscellaneous") is hereby replaced as follows:

#### 29.6. FORCE MAJEURE.

- 29.6.1 The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing parly through the use of alternate sources, work-around plans, or other means; and (ii) if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, public health emergencies, epidemics, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- 29.6.2 Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- 29.6.3 Upon the occurrence of a Force Majeure Event, the Company shall promptly notify the City by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 29.6.4 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision.
- 5. Exhibit C of the Contract ("Proposed Response Forms") is hereby replaced as follows:

#### REQUIRED FORM 4 -DELIVERY AND WARRANTY

Delivery: Knoll's product lead time is impacted by a number of influencers such as order volume, plant capacity and raw material availability. As a result, product lead time will fluctuate tlu oughout the life of the contract. Please note incoming customer orders will be assigned the lead time in effect at the time of order placement. Knoll is guaranteeing product will ship within 90 days after receipt of a clean order as part of the contract. Lead times are posted on the Knoll website and readily available to Knoll Sales Associates and dealer sellers. Knoll Lead Time matrix is a representative sample of the lead time format utilized by Knoll Lead times are updated on a weekly basis.

#### **Expedited Delivery**

Knoll Essentials, conceived for Knoll Dealers and their clients, is a Knoll program focusing on easy-to-order, specially selected high-performance products from the broad range of Knoll office fornishings.

The Knoll Essentials portfolio is comprised of Office Seating, Tables and Desks, Knoll Extra Accessories, Files and Storage, Open Plan Offices, Private Offices and Reception and Lounge. For complete details - Supplemental Information Section 7, Form 4: Knoll Lead Times.

Additional information about Knoll Essentials is found in the Knoll Essentials catalogue and on Knoll.com.

Failure to meet a delivery time will not be considered a breach of this section if such failure is due to a Force Majeure Event as described in Section 29.6 above.

- 6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract #2020000608: **Amendment #1:** Vendor #308719:

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and w1derstood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

KNOLL,INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY: _:.fin_:_ r?u:c_::c.=e	BY:
PRINT NAME: A,,,,olc:c.,, '?_E.ne.	PRINT NAME:
TITLE: :]), re cl., r., C?crn-ho.o. $+$ ,nj	TITLE:
DATE:"N\-''-c.=ru'+'S""""Z=.,Oc'1-=d'	DATE:



## Digital Contract Routing Form Non-Encumbered

Date Submitted:

May 27, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract#: 2020000608 Amendment#: I

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor#: 308719

#### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

#### https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte** 

Angela Charles

\_ Key: 100126821 00208608001836a0d90683:\_\_

#### KNOLL - CONTRACT 2020000608-1 EXHIBIT A.2- PRICING SHEET

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	<\ntenna Workspaces, Date: March 2019	68.5%	65.5%
Systems Furniture	AutoStrada, Date: March 2019	68.5%	65.5%
Systems Furniture	Currents, Date: March 2019	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: March 2019	68.5%	65.5%
Systems Furniture	:leftProfiles Vol I: 26_1/2" Planning, Date: March 2019	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: March 2019	68.5%	65.5%
Systems Furniture	Series 2, Date: March 2019	68.5%	65.5%
Freestanding Furniture	;)atesWeiser, Date: January 2018	41.0%	38.0%
Freestanding Furniture	:slands Collection, Date: tfarch 2020	57.5%	54.5%
Freestanding Furniture	k. bench, Date: March 2019	68.5%	65.5%
Freestanding Furniture	k. stand, Date: March 2019	68.5%	65.5%
Freestanding Furniture	:<.nollExtra, Date: March 2019	59.5%	56.5%
Freestanding Furniture	KnollStudio Volume I, Date: March 2019	52.5%	49.5%
Freestanding Furniture	:<.nollStudio Volume II, Date: March 2019	52.5%	49.5%
Freestanding Furniture	KnollStudio (Pixel), Date: March 2019	57.0%	54.0%
Freestanding Furniture	Muuto, Date: Q2 2019	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date · March 2019	57.5%	54.5%
Freestanding Furniture	Tone, Date: March 2019	68.5%	65.5%
reestanding Furniture	Upstart, Date: March 2019	68.5%	65.5%
eating/ Chairs	Office Seating {Chadwick Seating, k. task, Remix., Life, Generation, Regeneration, Multigeneration), Date: March 2019	59.5%	56.5%
eating / Chairs	Office Seating (Moment, Olio), Date: March 2019	52.0%	49.0%
oft Seating	k. lounge, Date: March 2019	57.0%	54.0%
Filing Systems, Storage & Equipment	Anchor, Date: March 2019	68.5%	65.5%
iling Systems, Storage & Equipment	Calibre, Date: March 2019	59.5%	56.5%
iling Systems, Storage & Equipment	Template, Date: March 20(9	68.5%	65.5%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal/ Replacement Parts	24 Response, Date May 2019	40.0%	11/a

2. FIXED HOURLYR	ATERAN	GEFOR	NSTALL.	ATION /	ND OTH	ER ADD	ITIONAL	SERVIC	ES AND	SOLUTIO	N\$ BY	STATE:							I	1	I	1	1	1	1
Additional Services & Solutions	AL	AK	AZ	AR	CA	co	CT	DE	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	Ml	MN	MS	MO
Basic Installation - Normal Haurs	\$70.72- \$94.2S	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	570.72- \$ \$94.28	70.72- : \$94.28	70.72- \$94,28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$ \$94.28	70.72- S \$94.28	70.72- \$7 \$94.28	70.72- \$' \$94,28	70,72- \$7 \$94.28	0.72- \$7 \$94.28	0.72- \$7 \$94.28	0.72- S \$94.28	70.72- \$ \$94.28	70.72- \$94.28
Basic Installation - After Hours		\$106.08 \$141.43	\$106.08- \$141.44	\$106.08 \$141.45	\$106.08 \$141.46		\$106.08 \$141.48	\$106.08 \$141.49		\$106.08 \$141.51	\$106.08 \$141.52	\$106.08 \$141.53	\$106.08 \$141.54	\$106.08 5141.55	\$106.08 S	\$106.08 \$ \$141.57	,	06.08- \$ \$)41.59	106.08 \$ \$141.60	1	06.08 \$ \$141.62	106.08 \$1 \$141.63	06.08- \$ \$141.64	106.08 \$ \$14).65	06.08- \$141.66
												\$70,72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	370.72- <b>\$</b>	70.72- \$	70.72- \$	70.72- \$°	0.72- \$'	70.72- \$7	0.72- \$'	70.72- \$	70.72-
Expanded Installation Normal Hours	\$70.72- \$94.28	\$70.72- \$94.28	\$70,72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70,72- \$94.28	\$70.72- 594.28	\$70.72- \$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94,28	\$94.28	\$94.28	594.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94,28	\$94.28
Expanded Installation	\$106.08	\$106,08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08	\$106.08	\$106.08	\$106,08	\$106.08	\$106.08	\$106,08	\$106.08	\$!06.08	SI06.08	\$106.08	\$106.08-	\$106.08	\$106,08	\$106.08	\$!06,08	\$106.08-	\$!06.08	S106.08
After Hours	\$141.42	\$141.43	\$!41.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$)41.58	\$!41.59	\$141.60	\$141,6]	\$141.62	\$141.63	\$141.64	\$141.65	\$14).66
Desilm	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
			\$70.72-	\$70.72•		\$70,72	\$70.72-	\$70.72-	\$70.72-			\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-		\$70.72•	\$70.72-	\$70.72-	\$70.72-	\$70.72
Project Management	\$70,72-	\$70.72-									\$94.28										\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
	\$94.28	\$94.28	\$94.28	\$94,28	\$94.28	\$94,28	\$94.28	\$94.28	\$94.28	\$94.28		\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28						
Asset Management	\$70.72-	\$70.72•	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72•	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72•		\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72
	\$94.28	\$94.28 Quoted	\$94.28" Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	\$94.28 Quoted	Quoted	Quoted
Refurbishment	perjo b	per job	perjob	per job	per job	per job	perjob	perjob	per job	per job	perjob	per job	perjob	per job	per job	per job	per job	per job	per job	perjob	per job	per job	per job	per job	per job
FIXED HOURLY RA	TE RAN	GE FOR	INSTALL	ATION A	ND OTH	ER ADD	ITIONAL	SERVIC	E\$ AND S	OLUTIC	N\$BY S	ГАТЕ:													
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC NC	ND-	OH-	OK-	OR	PA	RI	SC	SD	TN 70.72 \$	70.72- \$	!IT 70.72- \$	VT	VA 70.72- \$1	WA 72 S	WV 0.72- \$	WI 70.72- \$	WY 70.72-
Basic Installation - Normal Hours	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.ZB	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$ \$94.28	70.72- \$ \$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation •	\$106.0	\$!06.08	\$106.08	\$106.08	\$106.08	\$106.08	\$106.08	\$106.08	\$106.08		1					\$106.08		106.08-	\$106.08	\$106.08	\$106.08	\$106.08	\$141.64	\$)06,08 \$	106.08- \$141.66
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$)41.54	\$141.55	\$141.56	\$141.57	\$)41.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	3141.04	3141.03	3141.00
Expanded Installation	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70,72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72
Normal Hours	\$94.28	S94.28	\$94.28	\$94.28	\$94.28	\$94,28	\$94.28	594.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94,28	\$94.28	S94.28	\$94.28	\$94.28
Expanded Installation	\$!06.08	\$106.08	\$106.08-	· \$106.08	s \$106.08	\$106.08	\$106.08	\$106.08	\$106.08	\$106,08	\$106.08	\$106.08	\$!06.08	s \$106.08	8 \$106.08	§ \$106.08	\$106,08	\$106.08-	\$106,08	s \$106.08	\$106.08	\$106.0S	\$106.08-	\$106.08	\$106.05
panaca maununi																5 \$141.57									

After Hours S141.42 S141.43 S141.44 S141.45 S141.46 S141.45 S141.46 S141.45 S141.46 S141.45 S1

	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70,72-	\$70.72-	\$70.72-	\$70,72-	\$70.72-	\$70.72-	\$70.72-	570.72-	\$70.72-	S70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Asset Management	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	594.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	594.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
	Quoted    Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted																		
Refurbishment	per job	perjob	per job	per job	per job	per job	perjob	per job	perjob	per job	perjob	per job	per job	per job	per job	per job	per job								

#### KNOLL- CONTRACT 2020000608-1 EXHIBIT A.2 - PRICING SHEET

2. UNION- FIXED I	2. UNION- FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHERADDITJONALSERVJCES AND SOLUTIONS BY STATE:																								
Adllltion"l Services & Solulions	AL	AK	AZ	AR	CA	co	СТ	DE	FL	GA	m	m	JL	JN	lA	KS	KY	LA	ME	MD	MA	Ml	MN	MS	МО
Ul lion Inscalla!ion -	\$\40.31-	\$)40.31-	\$140.31-	\$140.3)-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$14D.31-	\$140.31-	\$140.31-	\$140.31-	\$140 31-	\$140.31-	\$140.31-	S\40.31-	\$14D.31-	\$140,31-	.'i140.3!-	Sl40.3i-	\$140.31-	S140.31-	\$140.31-	\$140.31-	\$140.31-
No!IIIal Hours	\$15!.\$4	\$151,SS	\$151.56	\$]51.57	S151.58	\$151.59	\$151.60	\$151.61	.ilS1.62	\$!5!.63	SISI.64	\$1SJ.65	\$151.66	\$JS!.67	\$151.68	\$151.69	S151.70	S15J.71	\$1S1.72	SJSl.73	S15L74	S151.75	\$1SJ.76	\$151.77	S151.78
Union Installacion -	\$210.47-	\$210.47-	\$21D.47-	S2!0.47-	\$210.47-	\$210.47-	\$21017-	\$210.47-	\$210.47-	S210.47-	\$210.47-	\$210.47-	\$21D.47-	\$210,47-	\$210.47-	\$210.47-	\$210.47-	\$21017-	\$210.47-	\$210.47-	S21DA7-	S2W.47-	.moA7-	.mo.47-	\$210.47-
After Hom,:	\$227.3!	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227,37	\$227.38	S227.39	\$227,40	\$227.41	\$227.42	\$227.43	\$227.44	\$227,45	\$227.46	\$227.47	S227.4&	.'1227.49	.5227.SO	S227.51	S227.S2	S227.53	\$227.54	S227.S5
I.I!!iQ.o. Project	\$140 31-	\$1•10.31-	\$140.31-	\$!40.31-	S140.3!-	\$140.31-	\$!40.31-	\$14D.31-	\$140,31-	.'6140.31-	\$!40.31-	SI40.31-		\$140.31-	S140J1-	\$]40.31-	\$140.31-	\$140.31-	\$140.31-	S140.31-	\$140.31-	S140.31-	- 140.31-	\$!40,31-	\$140.3!-
Mnnngemcc,t	SISI.54	\$15U5	\$15LS6	S1SU7	\$151 58	\$151.59	SJS1.60	\$1S!.61	\$151,62	\$151.63	S!5L64	SISI 6S		SIS1.67	\$151.68	\$151.69	\$15!.70	S151.7t	.\IS!.72	SISLT.1	\$151.74	S1SJ.75	S!Sl.76	SISI.77	S151 78
I.I.!!!ru!.Assct	\$)40.31-	\$140.31-	\$14().3!-	\$140.31-	S140.3!-	\$140.31-	S140.31-	SMD.31-	\$140.31-	\$140,3!-	S140.31-	S140.31-	\$]4().31-	\$!4031-	\$!4(1,31-	\$140.31-	SI4D.3J-	\$140.31-	\$]40.31-	\$140.31-	SH0.31-	\$14().31-	\$140,3!-	S140.31-	\$140.:JI-
Management	\$151.54	St51.5S	\$151.56	SIS1.57	\$1Sl.S8	SISLS9	S151.60	5!51.61	\$1S1.62	\$151.63	S1S1.64	S151.65	\$151.66	SI51.67	\$151.68	\$15!.69	\$151.7D	S15J.71	\$151.72	\$151.73	\$151.74	\$!SUS	SISJ.76	\$151.77	S151.78
Refarbishment	Quo1cd	Qoolod	QLIO!ed	Quoted	Qno!cd	Quoted	Quoted	Quoted	Quoted	Quotcd	Quoted	Quoted	QLIO!cd	Quoted	Quoted	Quoted	Quoted	Quoted	Quoled	Quoted	Quoted	Quo led	Quoted	Quoted	Quoled
	per job	per job	perjob	per job	p<::rjob	per job	per job	per job	per job	per job	per job	per job	pcrjob	per job	per job	per job	per job	per job	per job	per job					
UN!ON- FIXED H	UNION- FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																								
Additional Services & Solution1	MT	NS	NV	NH	NJ	NM	NY	NC	ND	OJI	DK	OR	'A	Rl	SC	SD	TN	TX	UT	VT	VA	WA	WV	Wl	WY
\hliQn Installntion-	.'il4D.31-	\$140.:Jl.	S140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	S140.31-	\$140.31-	S140.31-	\$140,3!-	\$140.31-	S14D.3!-	\$140.31-	S140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	S140.31-	S140.31-	\$!40 31-	S140.31-	\$t40J1-	S140JI-
Nonna! Hours	\$151.54	SI5US	\$151.56	\$151.57	\$151.S8	\$151.59	\$151.60	S15J.61	\$!:1!.62	.n5t.63	\$151.64	S!51.65	\$151.66	\$151.G7	S15!.6&	S151.69	\$151.70	\$1S1,71	\$151.72	\$151.T.1	SIS!.74	S!SI.7S	S1S1.76	\$151.77	SISJ.78
Union Inst:JlotiQn -	\$210.47-	\$210.47-	\$2!0.47-	\$21D.47-	\$210.47-	\$210.47-	S2ID.47-	\$210.47-	\$210,47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	S210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
Afu:rHouc,;	\$227,3]	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	S227.4D	\$227.41	\$227.42	S227.43	\$227.44	\$227,45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.SO	\$227.5!	\$227.52	\$227.53	\$227.54	\$227.SS
I.!!I.i!W. Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$!40,31-	514D.31-	\$1,I03!-	S140.31-	\$140.31-	\$14D.31-	\$14D.31-	\$140,31-	\$140.31-	\$140,31-	\$14 .31-	Sl40.3l-	S14D.31-	SI4 .31-	\$]40,31-	\$140.31-	SI<10.31-	S14031-	SI40.31-
M;i.m,.gemcut	\$151.S4	\$151 <i>SS</i>	\$1S1.56	\$151.57	SI51.S8	\$151.S9	S151.60	SISI.6!	\$151.62	S151.63	S151.G4	\$15L6S	S15J.66	SIS1.67	S151.6R	S15J.G9	\$151,7D	SIS!.71	S1S1.72	SISI.73	S151.74	S151.7S	\$151.76	S1S1.77	SISI.78
!!uiill!Aml	Si40.31-	S140.31-	\$140.31-	S140.3J.	S140.31-	\$140.31-	S140,31-	\$140.3!-	\$140.31-	\$140.31-	S14031-	S140J1-	SJ40.31-	\$140.31-	\$140.31-	S140Jl-	S140.31-	\$140.31-	\$140,31-	\$140.31-	S140.31-	\$140.31-	\$140,31-	\$140.31-	Sl40.31-
Mnn□gement	S151.s4	\$15U5	SISLS6	\$1SJ.57	\$151.SS	\$151.59	\$151.60	\$15!.6]	SJS!.62	\$1\$1.63	\$151.64	Sl5!.6S	\$151.66	\$151.67	\$151.6&	SISJ.69	\$151.70	. 1S1.71	\$151.72	\$151.73	SIS!.74	S!Sl.7S	S151.76	\$151.77	SISJ.78
Refurbishment	Quoted	Quo!od	Quo!cd	Quoted	Quoted	Qooled	Quoted	Quoted	Qnoled	Quoted	Quoted	Quoted	Quoted	Quoted	Ouoted	Quo!ed	Quoled	Quoted	Quoted	Quo!ed	Quoled	Quoted	Quoted	Quoted	Quoted
	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	p<::rjob	per job	per job	per job	per job	per job	per job	per job

## STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

## SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Second Amendment") is made and entered into this 25thof August 2020, by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a No1th Carolina municipal co1poration (the "City").

#### **Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated Januaiy 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furnihue, installation, and related products and services for the City of Chaifotte.
- B. The pairies amended the Contract to add the Islands Collection product line and inc01porate chailges to the Delively and Force Majeure clauses.
- C. The palties nowdesire to amend the Contract to add the k. base product line and to incolporate celtain other changes.

NOW, THEREFORE, in consideration of the murnal covenants and agreements contained herein, the paities hereby agree to the following:

#### **AGREEMENT**

- 1. TI1e tenns of the Contract ai e restated by and inco1porated into this Second Amendment by reference.
- 2. Defined te1ms used in this Second Amendment shall have the same meaning as ai·e assigned to such te1ms in the Contract.
- 3. The Pl.icing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the addition of the new product line which ai e attached hereto as Exhibit A.3.
- 4. Except to the extent specifically provided above, this amendment shall not be intellipreted or construed as waiving any lights, obligations, remedies, or claims the pairies may otherwise have under the Contract.
- 5. In all other respects aild except as modified herein, the tenns of the Contract shall remain in force and effect.

[Signature Page Follows]

Contr.:1ct #2020000608:

Amendment #2:

Vendor #308719:

IN \VITNESS WHEREOF", and in acknowledgement that the parties hereto have read and understood each provision hereof, the parties have caustxl !his Second Arm:mlmenl Lo be executed as of the date first written above.

KNOLL, INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY:Bc:-t/4 /	BY:
(sigmg,1,re)	(signature)
PRINT NAME: $R-lr$ ;:(f1 /i1y/1Jf)r/2r,	PRINT NAME:
TITLE: f.Jec"k.r.of Government Sales	TITLE:
DATE: $g/4(.gliD)$	DATE:



## Digital Contract Routing Form Non-Encumbered

Date Submitted:

September 16, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract#: 2020000608 Amendment#: 2

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor#: 308719

#### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte** 

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### KNOLL - CONTRACT 2020000608-2 CVLIID.rr A ':1- DDIrIIUt: Ci.HFFT

## 1. FIXED PERCENTAGE(%) DISCOUNT OFFTHE MANUFACTURER'S LIST PRICE - FURNITIJRE CATEGORIES AND OTHER RELATED PRODUCTS

CATEGORY	VERIFIABLE MANUFACTIJRER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antenna Workspaces, Date: March 2019	68.5%	65.5%
Systems Furniture	AutoSlrnda, Date: March 2019	68.5%	65.5%
Systems Furniture	Currents, Date: March 2019	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: March 2019	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_!/2" Flaming, Date: March 2019	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: March 2019	68.5%	65.5%
Systems Furniture	Series 2, Date: March 2019	68.5%	65.5%
Freestanding Ftrniture	DatesWeiser, Date: January 2018	41.0%	38.0%
Freestanding Ftrniture	Islands Collection, Date: March 2020	57.5%	54.5%
Freestanding Ftrniture	k. base: k. stand PriceList, Date: March 2020	68.5%	65.5%
Freestanding Ftrniture	k. bench, Date: March 2019	68.5%	65.5%
Freestanding Furniture	k. stand, Date: March 2019	68.5%	65.5%
Freestanding Ftrniture	KnollExtra, Date: March 2019	59.5%	56.5%
Freestanding Ftrniture	KnollStudio Volume I, Date: March 2019	52.5%	49.5%
Freestanding Ftrniture	KnollStudio Volume II, Date: March 2019	52.5%	49.5%
Freestanding Ftrniture	KnollStudio (Pixel), Date: March 2019	57.0%	54.00/o
Freestanding Ftn11iture	MIIIIto, Date: Q2 2019	23.00/o	20.00/o
Freestanding Ftrniture	Rockwell Unscripted, Date: March 2019	57.5%	54.5%
Freestanding Ftrniture	Tone, Date: March 2019	68.5%	65.5%
Freestanding Ftrniture	Upstart, Date: March 2019	68.5%	65.5%
Seating/ Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: March 2019	59.5%	56.5%
Seating/ Chairs	Office Seating (Moment, Olio), Date: March 2019	52.00/o	49. 00/o
Soft Seating	k. lounge, Date: March 2019	57.00/o	54.00/o
Filing Systems, Storage & Equipment	Anchor, Date: March 2019	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: March 2019	59.5%	56.5%
Filing Systems, Storage & Equipment	Template, Date: March 2019	685%	65.5%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTIJRER'S LIST PRICE CATALOG AND DATE	DROPSJilP	INSIDE DELIVERY
Renewal / Replacement Parts	24Response, Date May 2019	40.0%	n/a

2. FIXID HOURLY RATERANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:  Additional Senion																									
Additional Senic:u &Soluti()(IS	AL	Al(	AZ	AR	CA	со	CT	DE	FL	GA	m	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	Ml	MN	MS	МО
Basic Jnstallahoo - No1malHoll"S	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28
Basic Installation - AfterHou"S	\$106.08 \$141.42	\$106.08 \$141.43	\$106.08- \$141.44	\$106.08 \$141.4S	\$106.08 \$141.46	\$106.08 \$141.47	\$106.08 \$141.48	\$106.08 \$141.49	\$106.08 \$141.S0	\$106.08 \$141.S1		\$106.08 \$14U3	\$106.08 \$141.S4	\$106.08 \$141.SS				\$106.08- \$141.S9	\$106.08 \$141.60		\$106.08 \$141.62	\$106.08 \$141.63	\$106.08- \$141.64	\$106.08 \$141.6S	\$106.08- \$141.66
E.'Pmded Installatioo Nonnal Heu'!!	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28
Expmded Installatioo AfterHou'S	\$106.08 \$141.42	\$106.08 \$141.43	\$106.08- \$141.44	\$106.08 \$141.4S	\$106.08 \$141.46	\$106.08 \$141.47	\$106.08 \$141.48	\$106.08 \$141.49	\$106.08 \$141.SO	\$106.08 \$141.SI	\$106.08 \$14U2	\$106.08 \$14U3	\$106.08 \$141.S4	\$106.08 \$141.SS	\$106.08 \$141.S6	\$106.08 \$14U7	\$106.08 \$141.S8	\$106.08- \$141.S9	\$106.08 \$141.60	\$106.08 \$141.61	\$106.08 \$141.62	\$106.08 \$141.63	\$106.08- \$141.64	\$106.08 \$141.6S	\$106.08- \$141.66
Des n	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS
Project Mmagancri	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28
AssetMmagcn"K:ri	\$94.28 \$7072- \$94.28	\$94.28 \$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$94.28 \$70.72- \$94.28	\$94.28 \$7072- \$94.28	\$70.72- \$94.28	\$94.28 \$70.72- \$94.28	\$70.72- \$94.28	\$94.28 \$70.72- \$94.28	\$94.28 \$7072- \$94.28	\$94.28 \$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$94.28 \$7072- \$94.28	\$70.72- \$94.28	\$70.72. \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$94.28 \$70.72- \$94.28	\$70.72- \$94.28	\$94.28 \$70.72- \$94.28	\$70.72. \$94.28
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FIXED HOURLY RA	ATE RAN	GE FOR	INSTALL	ATION A	AND OTH	IER ADD	ITIONAL	SERVIC	ES AND S	SOLUTIO	NS BYST	TATE:													
Additi011al Str\itt:s	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
Basic Installation - NonnalHou''S	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28
BasicInstallation - AfterHot1'S	\$106.08 \$141.42	\$106.08 \$141.43	\$106.08- \$141.44	\$106.08 \$141.4S	\$106.08 \$141.46	\$106.08 \$141.47	\$106.08 \$141.48	\$106.08 \$141.49	\$106.08 \$141.SO		\$106.08 \$14U2	\$106.08 \$14U3	\$106.08 \$141.S4	\$106.08 \$141.SS	\$106.08 \$141.S6		\$106.08 \$141.S8	\$106.08- \$141.S9	\$106.08 \$141.60	\$106.08 \$141.61	\$106.08 \$141.62	\$106.08 \$141.63	\$106.08- \$141.64	\$106.08 \$141.6S	\$106.08- \$141.66
E.'Pmded Installatioo Normal Hrurs	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28
E.'Pmded Installatioo AfterH011"S	\$106.08 \$141.42	\$106.08 \$141.43	\$106.08- \$141.44	\$106.08 \$141.4S		SI 06.08 \$141.47	\$106.08 \$141.48		\$106.08 \$141.SO			\$106.08 S14U3	\$106.08 \$141.S4	\$106.08 \$141.SS	\$106.08 \$141.S6			\$106.08- \$141.S9	\$106.08 \$141.60			\$106.08 \$141.63		\$106.08 \$141.6S	\$106.08- \$141.66
Design	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS	\$87.SS
Project Mmagancrt	\$70.72. \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72. \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72. \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72. \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72. \$94.28	\$70.72. \$94.28
AssetMaiagement	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$7072- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28
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2. UNION-FIA'ED	. UNION-FIA'ED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONALSERVICESANDSOLUTIONSBYSTATE,																								
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Unioc1In.stallation -	S140.31-	S140.31-	S140.31-	S14Q31-	S14031-	S140.31-	S140.31-	S140.31-	S14031-	S14-031-	S14Q31-	S140.31-	S140.31-	S140.31-	S14Q3J-	SJ4Q3J-	S14Q31-	S140.31-	S140.31-	S140.31-	S140.31-	S14-031-	S140.31-	S140.31-	S14Q31-
Norma!Hotn	S111.54	SIIUI	SIIU6	S11U7	S11U8	S11U9	S111.60	SJS1.61	S111.62	S111.63	S111.64	S151.61	S111.66	S111.67	S1S1.68	S111.69	S111.70	srn.11	S111.72	S111.73	S111.74	S111.75	S111.76	S111.77	S111.78
1!tti2!IImtallAfiQO.	521Q47-	521Q47-	521Q47-	S1!0.47-	S110.47-	521Q47-	521Q47-	521Q47-	S110.47-	S110.47-	S110.47-	5210.47-	521Q47-	S110.47-	S110.47-	S110.47-	S1!0.47-	5210.47-	521Q47-	S110.47-	521Q47-	S110.47-	S11Q47-	521Q47-	S110.47-
AfterHourS	<b>S227.31</b>	<b>S227.12</b>	<b>S227.33</b>	S227.34	S227.3S	<b>S227.36</b>	<b>S227.3</b> 7	<b>S227.38</b>	S227.39	S227.40	<b>S227.41</b>	S227.42	<b>S227.43</b>	S227.44	S227.45	S227.46	S227.47	<b>S227.48</b>	<b>S227.49</b>	S227.SO	<b>S227.</b> SI	S227.S2	S227.53	<b>S227.S4</b>	S227.SS
<u>Union</u> Prqjeel	S140.31-	S140.31-	S140.31-	S14Q31-	S14031-	S140.31-	S140.31-	S140.31-	S14031-	S14031-	S14Q31-	S140.31-	S140.31-	S140.31-	S14Q31-	S14Q31-	S14Q31-	S140.31-	S140.31-	S140.31-	S140.31-	S14031-	S140.31-	S140.31-	S14Q31-
Manag mt.'li.	S111.54	SIIUI	S11U6	S11U7	SIIU8	S11U9	<b>sm.60</b>	S111.61	S111.61	S111.63	S1S1.64	S111.61	S111.66	S111.67	S111.68	S111.69	S111.70	S111.71	S111.11	S111.73	S111.74	S111.71	S111.76	S111.77	SIII.78
<u>Union</u> Asset	S140.31-	S140.31-	S140.31-	\$140.31-	SI4031-	S140.31-	S14-0.31-	S14-0.31-	S14-031-	S14031-	<b>\$140.31</b> -	S140.31-	S140.31-	Sl40.31-	Sl40.31-	Sl40.31-	<b>S140.31</b> -	S140.31-	S140.31-	S140.31-	S140.31-	S14031-	S140.31-	S140.31-	<b>\$140.31</b> -
Manag.anat	S111.54	S11U1	S111.16	SIIU7	SIIU8	S111.19	S111.60	S111.61	S15L62	S111.63	\$111.64	S111.61	S111.66	Sll1.67	Sll1.68	Sll1.69	S111.70	S111.71	SISL72	S111.73	S151.74	S111.71	S111.76	S111.77	Slll.78
Refll'bisf11nft'll	Quoted perjob	Quoted perjob	Quoted perjob	Qucted perjOO	Quoted perjob	Quoted perjob	Quoted perjob	Quoted perjob	Quoted perjob	Quoted perjob	Qucted p« jd)	Quoted perjd>	Quoted perjob	Quoted perjob	Queted perjet,	Qucted perjd.l	Qucted p« j00	Qucted perjd>	Quoted perjob	Qucted perjd>	Quoted perjob	Quoted perjob	Quoted perjob	Quoted perjob	Quoted p« job
UNION - FIA'ED	NION - FIA'EDHOURLY RATE RANGE FOR INSTALLATIONAND OTHER ADDITIONAL SERVICES AND SOLUTIONS BYSTATE,																								
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UnionInstallation-	S140.31-	S140.31-	S140.31-	S14Q31-	S14031-	S140.31-	S140.31-	<b>Sl40.31-</b>	S14031-	S14031-	<b>SI40.31-</b>	S140.31-	S140.31-	S140.31-	SI40.31-	S14Q31-	<b>Sl40.31</b> -	S140.31-	Sl40.31-	S140.31-	SI40.31-	S14031-	SI40.31-	S140.31-	<b>SI40.31</b> -
No1ma\H0tn	S111.54	S11U1	SIII.16	S11U7	SIIU8	S111.19	S111.60	Sll1.61	SISI.62	S111.63	SIII.64	S111.61	S111.66	S111.67	SIII.68	S111.69	Sll1.70	S111.71	S!Sl.72	S111.73	SISI.74	S111.71	SIII.76	S111.77	SIII.78
!,lni9:11hl!.tallali211-	S.210.47-	S210.47-	521Q47-	S210.47-	S210.47-	521Q47-	S2!0.47-	S210.47-	\$210.47-	S210.47-	S110.47-	5210.47-	521Q47-	S110.47-	S210.47-	S210.47-	S110.47-	S210.47-	S210.47-	S210.47-	521Q47-	S210.47-	\$210.47-	521Q47-	S110.47-
Aft«Hours	S227.31	S227.32	<b>S227.33</b>	S227.34	S227.3S	S227.36	S227.37	S227.38	\$227.39	S227.40	<b>S227.41</b>	S227.42	<b>S227.43</b>	S227.44	S227.4S	S227.46	S227.47	S227.48	S227.49	S227.SO	<b>S227.SI</b>	S227.52	\$227\$3	<b>S227.S:I</b>	S227.SS
llni2f!Pr(!jetl	S140.31-	S140.31-	S140.31-	\$140.31-	SI4031-	S140.31-	S14-0.31-	S14-0.31-	S14-031-	S14031-	<b>S140.31-</b>	S140.31-	S140.31-	Sl40.31-	S140.31-	Sl40.31-	<b>Sl40.31</b> -	S140.31-	S140.31-	S140.31-	S140.31-	S14031-	S140.31-	S140.31-	\$140.31-
Manag.a:nttl.	S111.54	S11U1	S111.16	SIIU7	SIIU8	S111.19	S111.60	S111.61	SISI.62	S111.63	S111.64	S111.61	S111.66	Sll1.67	S111.68	Sll1.69	Sll1.70	S111.71	SISL72	S111.73	SISL74	S111.71	S111.76	S111.77	\$111.78
<u>Union</u> Asset	S140.31-	S140.31-	S140.31-	S14Q31-	S14031-	S140.31-	S14-0.31-	S14-0.31-	S14-031-	S14031-	S14Q31-	S140.31-	S140.31-	S140.31-	S14Q31-	S14Q31-	S14Q31-	S140.31-	S140.31-	S140.31-	Sl40.31-	S14-031-	S140.31-	S140.31-	S14Q31-
Managemen.	S111.54	SIIUI	SIII.16	S11U7	SIIU8	S111.19	S111.60	S111.61	S111.61	S111.63	S111.64	SIII.61	S111.66	S111.67	S111.68	S111.69	S111.70	S111.71	S111.11	S111.73	Sl11.74	S111.71	SIII.76	S111.77	SIII.78
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Contract #: 2020000608 Amendment #: 3 Vendor #: 308719

### STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

## THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Third Amendment") is made and entered into this 26th of October 2020, by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

#### **Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to add the Islands Collection product line and incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the k. base product line.
- D. The parties now desire to amend the Contract to add the k. screen product line and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

#### **AGREEMENT**

- 1. The terms of the Contract are restated by and incorporated into this Third Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the addition of the new product line which are attached hereto as Exhibit A.4.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract #: 2020000608 Amendment#: 3 Vendor#: 308719

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each provision hereof, the parties have caused this Third Amendment to be executed as of the date first written above.

KNOLL,INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY, PLVJ (sign#e)	BY:
PRINT NAME: $Pder \underline{J"Da!les:.ral1Jr0}$ ,	PRINT NAME:
TITLE: <u>Direc:16 c£C:weromef</u> <u>J:Cl,s</u>	TITLE:
DATE: <u>IDJc:g/4'0</u>	DATE:



## Digital Contract Routing Form Non-Encumbered

Date Submitted:

November 25, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract#:2020000608 Amendment#:3

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor#: 308719

#### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

#### https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte** 

Key: (88(726821 06308604836a64896b831

#### KNOLL - CONTRACT 2020000608-3 **EXHIBIT A.4 - PRICING SHEET**

#### 1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS INSIDE DROP SHIP **CATEGORY** VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE DELIVERY Systems Furniture Antenna Workspaces, Date: March 2019 68.5% 65.5% 68.5% 65.5% AutoStrada, Date: March 2019 Systems Furniture Currents, Date: March 2019 68.5% 65.5% Systems Furniture Dividends Horizon, Date: March 2019 68.5% 65.5% Systems Furniture Systems Furniture ReffProfiles Vol I: 26 1/2" Planning, Date: March 2019 68.5% 65.5% Systems Furniture ReffProfiles Vol II: 28 3/8" Planning, Date: March 2019 68.5% 65.5% 68.5% 65.5% Series 2, Date: March 2019 Systems Furniture DatesWeiser, Date: January 2018 38.0% Freestanding Furniture 41.0% Islands Collection, Date: March 2020 57.5% 54.5% Freestanding Furniture k. base; k. stand Price List, Date: March 2020 Freestanding Furniture 68.5% 65.5% 68.5% 65.5% Freestanding Furniture k. bench, Date: March 2019 65.5% Freestanding Furniture k. screen, Date: March 2020 68.5% Freestanding Furniture k. stand, Date: March 2019 68.5% 65.5% Freestanding Furniture KnollExtra, Date: March 2019 59.5% 56.5% Freestanding Furniture KnollStudio Volume I, Date: March 2019 52.5% 49.5% Freestanding Furniture KnollStudio Volume II, Date: March 2019 52.5% 49.5% Freestanding Furniture KnollStudio (Pixel), Date: March 2019 57.0% 54.0% Muuto, Date: Q2 2019 20.0% Freestanding Furniture 23.0% Rockwell Unscripted, Date: March 2019 57.5% 54.5% Freestanding Furniture Freestanding Furniture Tone, Date: March 2019 68.5% 65.5% Freestanding Furniture Upstart, Date: March 2019 68.5% 65.5% Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Seating / Chairs 59.5% 56.5% Multigeneration), Date: March 2019 Seating / Chairs Office Seating (Moment, Ollo), Date: March 2019 52.0% 49.0% Soft Seating k. lounge, Date: March 2019 57.0% 54.0% Filing Systems, Storage & Equipment Anchor, Date: March 2019 68.5% 65.5% Filing Systems, Storage & Equipment Calibre, Date: March 2019 59.5% 56.5%

Renewal / Replacement Parts	24 Response, Date May 2019	40.0%	n/a
		-	-
3. FIXED RATE:			
Storage			\$1.65/sq ft.

VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE

68.5%

DROP SHIP

65.5% INSIDE

DELIVERY

Template, Date: March 2019

Filing Systems, Storage & Equipment

OTHER RELATED PRODUCTS

#### KNOLL - CONTRACT 2020000608-3 EXHIBIT A.4 - PRICING SHEET

2. FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																									
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	СТ	DE	FL	GA	ні	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
Basic Installation - Normal Hours	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28									
Basic Installation - After Hours	\$106.08- \$141.42	\$106.08- \$141.43	\$106.08- \$141.44	\$106.08- \$141.45	\$106.08- \$141.46	\$106.08- \$141.47	\$106.08- \$141.48	\$106.08- \$141.49	\$106.08- \$141.50	\$106.08 \$141.51	\$106.08- \$141.52	\$106.08- \$141.53	\$106.08- \$141.54	\$106.08- \$141.55	\$106.08- \$141.56	\$106.08- \$141.57	\$106.08 \$141.58	\$106.08- \$141.59	\$106.08 \$141.60	\$106.08 \$141.61	\$106.08 \$141.62	\$106.08- \$141.63	\$106.08- \$141.64	\$106.08- \$141.65	\$106.08- \$141.66
Expanded Installation - Normal Hours	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28									
Expanded Installation - After Hours	\$106.08- \$141.42	\$106.08- \$141.43	\$106.08- \$141.44	\$106.08- \$141.45	\$106.08- \$141.46	\$106.08- \$141.47	\$106.08- \$141.48	\$106.08- \$141.49	\$106.08- \$141.50	\$106.08 \$141.51	\$106.08- \$141.52	\$106.08- \$141.53	\$106.08- \$141.54	\$106.08- \$141.55	\$106.08- \$141.56	\$106.08- \$141.57	\$106.08 \$141.58	\$106.08- \$141.59	\$106.08 \$141.60	\$106.08 \$141.61	\$106.08 \$141.62	\$106.08- \$141.63	\$106.08- \$141.64	\$106.08- \$141.65	\$106.08- \$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Asset Management	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-	\$94.28 \$70.72-									
Refurbishment	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job	\$94.28 Quoted per job									
FIXED HOURLY RA	TE RAN	GE FOR	INSTALL	ATION A	ND OTH	ER ADDI	TIONAL	SERVICI	ES AND S	OLUTIC	NS BY S	TATE:		-	-	-		-	-	-	-	-	-	•	-
Additional Services & Solutions	МТ	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ок	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	wv	WI	WY
Basic Installation - Normal Hours	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28									
Basic Installation - After Hours	\$106.08- \$141.42	\$106.08- \$141.43	\$106.08- \$141.44	\$106.08- \$141.45	\$106.08- \$141.46	\$106.08- \$141.47	\$106.08- \$141.48	\$106.08- \$141.49	\$106.08- \$141.50	\$106.08 \$141.51	\$106.08- \$141.52	\$106.08- \$141.53	\$106.08- \$141.54	\$106.08- \$141.55	\$106.08- \$141.56	\$106.08- \$141.57	\$106.08 \$141.58	\$106.08- \$141.59	\$106.08 \$141.60	\$106.08 \$141.61	\$106.08 \$141.62	\$106.08- \$141.63	\$106.08- \$141.64	\$106.08- \$141.65	\$106.08- \$141.66
Expanded Installation - Normal Hours	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28									
				*****	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08		\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
Expanded Installation - After Hours	\$106.08- \$141.42	\$106.08- \$141.43	\$106.08- \$141.44	\$106.08- \$141.45		\$141.47	\$141.48		\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
											\$141.52 \$87.55	\$141.53 \$87.55	\$141.54 \$87.55	\$141.55 \$87.55	\$141.56 \$87.55	\$141.57 \$87.55	\$141.58 \$87.55	\$141.59 \$87.55	\$141.60 \$87.55	\$141.61 \$87.55	\$141.62 \$87.55	\$141.63 \$87.55	\$141.64 \$87.55	\$141.65 \$87.55	\$141.66 \$87.55
After Hours	\$141.42 \$87.55 \$70.72-	\$141.43 \$87.55 \$70.72-	\$141.44 \$87.55 \$70.72-	\$141.45 \$87.55 \$70.72-	\$141.46 \$87.55 \$70.72-	\$141.47 \$87.55 \$70.72-	\$141.48 \$87.55 \$70.72-	\$141.49 \$87.55 \$70.72-	\$141.50 \$87.55 \$70.72-	\$141.51 \$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-	\$87.55 \$70.72-
After Hours Design	\$141.42 \$87.55	\$141.43 \$87.55	\$141.44 \$87.55	\$141.45 \$87.55	\$141.46 \$87.55	\$141.47 \$87.55	\$141.48 \$87.55	\$141.49 \$87.55	\$141.50 \$87.55	\$141.51 \$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55

#### KNOLL - CONTRACT 2020000608-3 EXHIBIT A.4 - PRICING SHEET

2. UNION - FIXED	HOURLY I	RATE RAN	GE FOR I	NSTALLA	TION AN	OTHER A	ADDITION	AL SERVI	CES AND	SOLUTIO	NS BY ST	ATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	CT	DE	FL	GA	н	ID	IL	IN	IA	KS	ку	LA	ME	MD	MA	MI	MN	MS	МО
Union Installation -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Installation -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted																								
	per job																								
UNION - FIXED I	HOURLY R	RATE RAN	GE FOR I	NSTALLA	ΓΙΟΝ ANI	OTHER A	DDITION.	AL SERVI	CES AND	SOLUTIO	NS BY STA	ATE:													
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ок	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	wv	WI	WY
<u>Union Installation</u> -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Installation -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted																								
	per job																								

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2020

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

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

PRODUCER  MARSH USA INC.  1717 Arch Street Philadelphia, PA 19103	CONTACT  NAME: FAX  PHONE (A/C, No, Ext): (A/C, No):  E-MAIL ADDRESS:					
Attn: PHILADELPHIA.CERTS@MARSH.COM 212-948-0360	INSURER(S) AFFORDING COVERAGE	NAIC#				
CN102111961-AlI1-GAWU-20-21	INSURER A: Travelers Prop. Casualty Co. of America					
INSURED KNOLL, INC.	INSURER B: Travelers Indemnity Co	25658				
ATTN: ANDREW PIERCE	INSURER C: Phoenix Insurance Company	25623				
1235 WATER ST.	INSURER D: N/A	N/A				
PO BOX 157 EAST GREENVILLE, PA 18041	INSURER E: N/A	N/A				
	INSURER F:					

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 5** CLE-006513778-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDI	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Χ	COMMERCIAL GENERAL LIABILITY			TC2JGLSA487K039820	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	Χ	Contractual Liab. per CG0001						MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000
	Χ	POLICY FINO- LOC JECT						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			TJCAP487K038620	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Χ	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
		AUTOS ONET						(1 21 22 22 27 )	\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION\$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY			UB2P5581912051K (AOS)	04/01/2020	04/01/2021	X PER OTH- STATUTE ER	
	ANYI	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
В	(Mar	idatory in NH)	N/A		UB2P6927972051R (AZ, MA,WI)	04/01/2020	04/01/2021	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Re: Contract 2020000608.

City of Charlotte is included as additional insured (except workers compensation) where required by written contract and allowed by law.

#### **CERTIFICATE HOLDER CANCELLATION**

City of Charlotte Attn: Genetta N. Carothers Department of General Services - City Procurement 600 East Fourth Street, CMGC - 9th Floor Charlotte, NC 28202-2850

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukheriee

Marraoni Muchenjee



ACORD 25 (2016/03)

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Contract#: 2020000608 Amendment#: 4 Vendor#: 308719

#### STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

## FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Fourth Amendment") is made and entered into this 4th of February 2021, by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

#### Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products for the City of Charlotte.
- B. The parties amended the Contract to add the Islands Collection and incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the k. base product line.
- D. The parties amended the Contract to add the k. screen product line.
- E. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

#### **AGREEMEN T**

- 1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
- 2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fourth Amendment incorporates Exhibit E to modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2020000608 Amendment#: 4 Vendor#: 308719

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fou1th Amendment to be executed as of the date first written above.

KNOLL,INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY,F¥,J	BY:
PRINT NAME: <u>.Pe-/4.</u> . <u>;J</u> , <u>f)aller.randro</u>	PRINT NAME:
TITLE: <u>/)lredw</u> $J$ $Gi$ >ern11 $u$ , $j$ [ $a$ /e. $r$ -	TITLE:
DATE:	DATE:

Contract#: 2020000608 Amendment#: 4 Vendor#: 308719

AMENDMENT FOUR 2



## Digital Contract Routing Form Non-Encumbered

Date Submitted: February 16, 2021

Submitted by: Genetta N. Carothers Submitter email:genetta.carothers@charlottenc.gov

Contract#: 2020000608 Amendment#: 4

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor#: 308719

#### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

#### https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

#### **EXHIBIT E - PUBLIC AGENCIES**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Contract:

#### Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New ork	State of Tennessee
State of Ari ona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of tah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at <a href="http://www.usa.gov/Agencies/State\_and\_Territories.shtml">http://www.usa.gov/Agencies/State\_and\_Territories.shtml</a> and <a href="https://www.usa.gov/local-governments">https://www.usa.gov/local-governments</a>.

Certain Public Agencies and Political Subdivisions:

#### CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

- BAKER CIT GOLF CO RSE, OR
- CIT OF ADAIR VILLAGE, OR
- CIT OF ASHLAND, OR
- CIT OF A MSVILLE, OR
- CIT OF A RORA, OR
- CIT OF BAKER, OR
- CIT OF BATON RO GE, LA
- CIT OF BEAVERTON, OR
- CIT OF BEND, OR
- CIT OF BOARDMAN, OR
- CIT OF BONANAZA, OR
- CIT OF BOSSIER CIT, LA
- CIT OF BROOKINGS, OR
- CIT OF BRNS, OR
- CIT OF CANB, OR
- CIT OF CAN ONVILLE, OR
- CIT OF CLATSKANIE, OR
- CIT OF COB RG, OR
- CIT OF CONDON, OR
- CIT OF COQ ILLE, OR
- CIT OF CORVALLI, OR
- CIT OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
- CIT OF COTTAGE GROVE, OR
- CIT OF DONALD, OR
- CIT OF E GENE, OR
- CIT OF FOREST GROVE, OR
- CIT OF GOLD HILL, OR
- CIT OF GRANTS PASS, OR
- CIT OF GRESHAM, OR
- CIT OF HILLSBORO, OR
- CIT OF INDEPENDENCE, OR
- CIT AND CO NT OF HONOL L, HI
- CIT OF KENNER, LA
- CIT OF LA GRANDE, OR
- CIT OF LAFA ETTE, LA
- CIT OF LAKE CHARLES, OR
- CIT OF LEBANON, OR
- CIT OF MCMINNVILLE, OR
- CIT OF MEDFORD, OR
- CIT OF METAIRIE, LA
- CIT OF MILL CIT, OR
- CIT OF MILWA KIE, OR
- CIT OF MONROE, LA
- CIT OF MOSIER, OR
- CIT OF NEW ORLEANS, LA
- CIT OF NORTH PLAINS, OR
- CIT OF OREGON CIT , OR
- CIT OF PILOT ROCK, OR
- CIT OF PORTLAND, OR
- CIT OF POWERS, OR
- CIT OF PRINEVILLE, OR
- CIT OF REDMOND, OR
- CIT OF REEDSPORT, OR
- CIT OF RIDDLE, OR
- CIT OF ROG E RIVER, OR
- CIT OF ROSEB RG, OR
- CIT OF SALEM, OR
- CIT OF SAND, OR
- CIT OF SCAPPOOSE, OR
- CIT OF SHAD COVE, OR
- CIT OF SHERWOOD, OR

CIT OF SHREVEPORT, LA

CIT OF SILVERTON, OR

CIT OF SPRINGFIELD, OR

CIT OF ST. HELENS, OR

CIT OF ST. PA L, OR

CIT OF S LPH R, LA

CIT OF TIGARD, OR

CIT OF TRO TDALE, OR

CIT OF T ALATIN, OR

CIT OF WALKER, LA

CIT OF WARRENTON, OR

CIT OF WEST LINN, OR

CIT OF WILSONVILLE, OR

CIT OF WINSTON, OR

CIT OF WOODB RN, OR

LEAG E OF OREGON CITES

THE CIT OF HAPP VALLE OREGON

ALPINE, T

ALTA, T

ALTAMONT, T

ALTON, T

AMALGA, T

AMERICAN FORK CIT, T

ANNABELLA, T

ANTIMON, T

APPLE VALLE, T

A RORA, T

BALLARD, T

BEAR RIVER CIT, T

BEAVER, T

BICKNELL, T

BIG WATER, T

BLANDING, T

BL FFDALE, T

BO LDER, T

CIT OF BO NTIF L, T

BRIAN HEAD, T

BRIGHAM CIT CORPORATION, T

BR CE CAN ON CIT, T

CANNONVILLE, T

CASTLE DALE, T

CASTLE VALLE, T

CIT OF CEDAR CIT, T

CEDAR FORT, T

CIT OF CEDAR HILLS, T

CENTERFIELD, T

CENTERVILLE CIT CORPORATION, T

CENTRAL VALLE ,  $\,\mathrm{T}$ 

CHARLESTON, T

CIRCLEVILLE, T

CLARKSTON, T

CLAWSON, T

CLEARFIELD, T

CLEVELAND, T

CLINTON CIT CORPORATION, T

COALVILLE, T

CORINNE, T

CORNISH, T

COTTONWOOD HEIGHTS, T

DANIEL, T

DELTA, T

DEWE VILLE, T

DRAPER CIT, T

D CHESNE, T

EAGLE MONTAIN, T

EAST CARBON, T

ELK RIDGE, T

ELMO, T

ELSINORE, T

ELWOOD, T

EMER, T

ENOCH, T

ENTERPRISE, T

EPHRAIM, T

ESCALANTE, T

E REKA, T

FAIRFIELD, T

FAIRVIEW, T

FARMINGTON, T

FARR WEST, T

FA ETTE, T FERRON, T

FIELDING, T

FILLMORE, T

FONTAIN GREEN, T

FRANCIS, T

FR IT HEIGHTS, T

GARDEN CIT, T

GARLAND, T

GENOLA, T

GLENDALE, T

GLENWOOD, T

GOSHEN, T

GRANTSVILLE, T

GREEN RIVER, T

G NNISON, T

HANKSVILLE, T

HARRISVILLE, T

HATCH, T

HEBER CIT CORPORATION, T

HELPER, T

HENEFER, T

HENRIEVILLE, T

HERRIMAN, T

HIDEO T, T

HIGHLAND, T

HILDALE, T

 $\operatorname{HINCKLE}$ , T

HOLDEN, T

HOLLADA, T

HONE VILLE, T

HOOPER, T

HOWELL, T

HNTINGTON, T

HNTSVILLE, T

CIT OF HRRICANE, T

H DE PARK, T

HRM, T

INDEPENDENCE, T

IVINS, T

JOSEPH, T

J NCTION, T

KAMAS, T

KANAB, T

KANARRAVILLE, T

KANOSH, T

KA SVILLE, T

KINGSTON, T

KOOSHAREM, T

LAKETOWN, T

LA VERKIN, T

LA TON, T

LEAMINGTON, T

LEEDS, T

LEHI CIT CORPORATION, T

LEVAN, T

LEWISTON, T

LINDON, T

LOA, T

LOGAN CIT, T

L MAN, T

L NND L, T

MANILA, T

MANTI, T

MANT A, T

MAPLETON, T

MARRIOTT-SLATERVILLE, T

MAR SVALE, T

MA FIELD, T

MEADOW, T

MENDON, T

MIDVALE CIT INC., T

MIDWA, T

MILFORD, T

MILLVILLE, T

MINERSVILLE, T

MOAB, T

MONA, T

MONROE, T

CIT OF MONTICELLO, T

MORGAN, T

MORONI, T

MO NT PLEASANT, T

M RRA CIT CORPORATION, T

M TON, T

NAPLES, T

NEPHI, T

NEW HARMON, T

NEWTON, T

NIBLE, T

NORTH LOGAN, T

NORTH OGDEN, T

NORTH SALT LAKE CIT, T

OAK CIT, TOAKLE, T

OGDEN CIT CORPORATION, T

OPHIR, T

ORANGEVILLE, T

ORDERVILLE, T

OREM, T

PANG ITCH, T

PARADISE, T

PARAGONAH, T

PARK CIT, T

PAROWAN, T

PA SON, T

PERR, T

PLAIN CIT, T

PLEASANT GROVE CIT, T

PLEASANT VIEW, T

PL MO TH, T

PORTAGE, T

PRICE, T

PROVIDENCE, T

PROVO, T

RANDOLPH, T

REDMOND, T

RICHFIELD, T

RICHMOND, T

RIVERDALE, T

RIVER HEIGHTS, T

RIVERTON CIT, T

ROCKVILLE, T

ROCK RIDGE, T

ROOSEVELT CIT CORPORATION, T

RO, T

R SH VALLE, T

CIT OF ST. GEORGE, T

SALEM, T

SALINA, T

SALT LAKE CIT CORPORATION, T

SAND, T

SANTA CLARA, T

SANTAQ IN, T

SARATOGA SPRINGS, T

SCIPIO, T

SCOFIELD, T

SIG RD, T

SMITHFIELD, T

SNOWVILLE, T

CIT OF SO TH JORDAN, T

SO TH OGDEN, T

CIT OF SO TH SALT LAKE, T

SO TH WEBER, T

SPANISH FORK, T

SPRING CIT, T

SPRINGDALE, T SPRINGVILLE, T

STERLING, T

STOCKTON, T

S NN SIDE, T

S NSET CIT CORP, T

S RAC SE, T

TABIONA, T

CIT OF TA LORSVILLE, T

TOOELE CIT CORPORATION, T

TOQ ERVILLE, T

TORRE, T

TREMONTON CIT, T

TRENTON, T

TROPIC, T

INTAH, T

VERNAL CIT, T

VERNON, T

VINE ARD, T

VIRGIN, T

WALES, T

WALLSB RG, T

WASHINGTON CIT, T

WASHINGTON TERRACE, T

WELLINGTON, T

WELLSVILLE, T

WENDOVER, T

WEST BO NTIF L, T

WEST HAVEN, T

WEST JORDAN, T

WEST POINT, T

WEST VALLE CIT, T

WILLARD, T

WOODLAND HILLS, T

WOODR FF, T

WOODS CROSS, T

#### **COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF CO RT

CADDO PARISH, LA

CALCASIE PARISH, LA

CALCASIE PARISH SHERIFF'S OFFICE, LA

CIT AND CO NT OF HONOL L, HI

CLACKAMAS CO NT, OR

CLACKAMAS CONT DEPT OF TRANSPORTATION, OR

CLATSOP CO NT, OR

COL MBIA CONT, OR

COOS CO NT, OR

COOS CO NT HIGHWA DEPARTMENT, OR

CO NT OF HAWAII, OR

CROOK CO NT, OR

CROOK CONT ROAD DEPARTMENT, OR

C RR CONT, OR

DESCH TES CO NT, OR

DO GLAS CO NT, OR

EAST BATON RO GE PARISH, LA

GILLIAM CO NT , OR

GRANT CONT, OR

HARNE CONT, OR

HARNE CONT SHERIFFS OFFICE, OR

HAWAII CO NT, HI

HOOD RIVER CONT, OR

JACKSON CO NT, OR

JEFFERSON CO NT, OR

JEFFERSON PARISH, LA

JOSEPHINE CO NT GOVERNMENT, OR

LAFA ETTE CONSOLIDATED GOVERNMENT, LA

LAFA ETTE PARISH, LA

LAFA ETTE PARISH CONVENTION & VISITORS COMMISSION

LAFO RCHE PARISH, LA

KA AI CO NT, HI

KLAMATH CO NT, OR

LAKE CO NT, OR

LANE CO NT, OR

LINCOLN CO NT, OR

LINN CO NT, OR

LIVINGSTON PARISH, LA

MALHE R CO NT, OR

MAICONT, HI

MARION CO NT, SALEM, OR

MORROW CO NT, OR

M LTNOMAH CO NT, OR

M LTNOMAH CO NT B SINESS AND COMM NIT SERVICES, OR

M LTNOMAH LAW LIBRAR, OR ORLEANS PARISH, LA PLAO EMINES PARISH, LA POLK CO NT, OR RAPIDES PARISH, LA SAINT CHARLES PARISH, LA SAINT CHARLES PARISH P BLIC SCHOOLS, LA SAINT LANDR PARISH, LA SAINT TAMMAN PARISH, LA SHERMAN CO NT, OR TERREBONNE PARISH, LA TILLAMOOK CO NT, OR TILLAMOOK CO NT SHERIFF'S OFFICE, OR TILLAMOOK CO NT GENERAL HOSPITAL, OR MATILLA CO NT, OR NION CO NT, OR WALLOWA CO NT, OR WASCO CO NT, OR WASHINGTON CONT, OR WEST BATON RO GE PARISH, LA WHEELER CO NT, OR AMHILL CO NT, OR CO NT OF BOX ELDER, T CO NT OF CACHE, T CO NT OF RICH, T CO NT OF WEBER, T CO NT OF MORGAN, T CO NT OF DAVIS, T CO NT OF S MMIT, T CO NT OF DAGGETT, T CO NT OF SALT LAKE, T CO NT OF TOOELE, T CONT OF TAH, T CO NT OF WASATCH, T CO NT OF D CHESNE, T CO NT OF INTAH, T CO NT OF CARBON, T CO NT OF SANPETE, T CO NT OF JAB, T CO NT OF MILLARD, T CO NT OF SEVIER, T CO NT OF EMER, T CO NT OF GRAND, T CO NT OF BEVER, T CO NT OF PI TE, CO NT OF WA NE, T CO NT OF SAN J AN, T CO NT OF GARFIELD, T CO NT OF KANE, T CO NT OF IRON, T CO NT OF WASHINGTON, T

M LTNOMAH CO NT SHERIFFS OFFICE, OR

# OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMM NIT LIBRAR, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRIC LT RE ED CATION SERVICE EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR

AMIT FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR

APPLE ROG E DISTRICT IMPROVEMENT COMPAN, OR

APPLEGATE VALLE R.F.P.D. #9, OR

ARCH CAPE DOMESTIC WATER S PPL DISTRICT, OR

ARCH CAPE SANITAR DISTRICT, OR

ARNOLD IRRIGATION DISTRICT, OR

ASH CREEK WATER CONTROL DISTRICT, OR

ATHENA CEMETER MAINTENANCE DISTRICT, OR

A MSVILLE R.F.P.D., OR

A RORA R.F.P.D., OR

AZALEA R.F.P.D., OR

BADGER IMPROVEMENT DISTRICT, OR

BAILE -SPENCER R.F.P.D., OR

BAKER CO NT LIBRAR DISTRICT, OR

BAKER R.F.P.D., OR

BAKER RIVERTON ROAD DISTRICT, OR

BAKER VALLE IRRIGATION DISTRICT, OR

BAKER VALLE S.W.C.D., OR

BAKER VALLE VECTOR CONTROL DISTRICT, OR

BANDON CRANBERR WATER CONTROL DISTRICT, OR

BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR

BANKS FIRE DISTRICT #13, OR

BAR L RANCH ROAD DISTRICT, OR

BARLOW WATER IMPROVEMENT DISTRICT, OR

BASIN AMB LANCE SERVICE DISTRICT, OR

BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR

BATON RO GE WATER COMPAN

BA AREA HEALTH DISTRICT, OR

BA SHORE SPECIAL ROAD DISTRICT, OR

BEAR VALLE SPECIAL ROAD DISTRICT, OR

BEAVER CREEK WATER CONTROL DISTRICT, OR

BEAVER DRAINAGE IMPROVEMENT COMPAN, INC., OR

BEAVER SLO GH DRAINAGE DISTRICT, OR

BEAVER SPECIAL ROAD DISTRICT, OR

BEAVER WATER DISTRICT, OR

BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR

BEND METRO PARK AND RECREATION DISTRICT

BENTON S.W.C.D., OR

BERNDT S BDIVISION WATER IMPROVEMENT DISTRICT, OR

BEVERL BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR

BIGGS SERVICE DISTRICT, OR

BLACK B TTE RANCH DEPARTMENT OF POLICE SERVICES, OR

BLACK B TTE RANCH R.F.P.D., OR

BLACK MO NTAIN WATER DISTRICT, OR

BLODGETT-S MMIT R.F.P.D., OR

BL E MO NTAIN HOSPITAL DISTRICT, OR

BL E MO NTAIN TRANSLATOR DISTRICT, OR

BL E RIVER PARK & RECREATION DISTRICT, OR

BL E RIVER WATER DISTRICT, OR

BL R.F.P.D., OR

BL VECTOR CONTROL DISTRICT, OR

BL WATER AND SANITAR DISTRICT, OR

BOARDMAN CEMETER MAINTENANCE DISTRICT, OR

BOARDMAN PARK AND RECREATION DISTRICT

BOARDMAN R.F.P.D., OR

BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR

BONANZA MEMORIAL PARK CEMETER DISTRICT, OR

BONANZA R.F.P.D., OR

BONANZA-LANGELL VALLE VECTOR CONTROL DISTRICT, OR

BORING WATER DISTRICT #24, OR

BO LDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR

BRIDGE R.F.P.D., OR

BROOKS COMM NIT SERVICE DISTRICT, OR

BROWNSVILLE R.F.P.D., OR

B ELL-RED PRAIRIE WATER DISTRICT, OR

B NKER HILL R.F.P.D. #1, OR

B NKER HILL SANITAR DISTRICT, OR

B RLINGTON WATER DISTRICT, OR

B RNT RIVER IRRIGATION DISTRICT, OR

B RNT RIVER S.W.C.D., OR

CALAPOOIA R.F.P.D., OR

CAMAS VALLE R.F.P.D., OR

CAMELLIA PARK SANITAR DISTRICT, OR

CAMMANN ROAD DISTRICT, OR

CAMP SHERMAN ROAD DISTRICT, OR

CANB AREA TRANSIT, OR

CANB R.F.P.D. #62, OR

CANB TILIT BOARD, OR

CANNON BEACH R.F.P.D., OR

CAN ONVILLE SO TH MPQ A FIRE DISTRICT, OR

CAPE FERRELO R.F.P.D., OR

CAPE FO LWEATHER SANITAR DISTRICT, OR

CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR

CARMEL BEACH WATER DISTRICT, OR

CASCADE VIEW ESTATES TRACT 2, OR

CEDAR CREST SPECIAL ROAD DISTRICT, OR

CEDAR TRAILS SPECIAL ROAD DISTRICT, OR

CEDAR VALLE - NORTH BANK R.F.P.D., OR

CENTRAL CASCADES FIRE AND EMS, OR

CENTRAL CIT ECONOMIC OPPORT NIT CORP, LA

CENTRAL LINCOLN P. .D., OR

CENTRAL OREGON COAST FIRE & RESC E DISTRICT, OR

CENTRAL OREGON INTERGOVERNMENTAL CO NCIL

CENTRAL OREGON IRRIGATION DISTRICT, OR

CHAPARRAL WATER CONTROL DISTRICT, OR

CHARLESTON FIRE DISTRICT, OR

CHARLESTON SANITAR DISTRICT, OR

CHARLOTTE ANN WATER DISTRICT, OR

CHEHALEM PARK & RECREATION DISTRICT, OR

CHEHALEM PARK AND RECREATION DISTRICT

CHEM LT R.F.P.D., OR

CHENOWITH WATER P. .D., OR

CHERRIOTS, OR

CHETCO COMM NIT P BLIC LIBRAR DISTRICT, OR

CHILOQ IN VECTOR CONTROL DISTRICT, OR

CHILOQ IN-AGENC LAKE R.F.P.D., OR

CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR

CHR DISTRICT IMPROVEMENT COMPAN, OR

CHRISTMAS VALLE DOMESTIC WATER DISTRICT, OR

CHRISTMAS VALLE PARK & RECREATION DISTRICT, OR

CHRISTMAS VALLE R.F.P.D., OR

CIT OF BOGAL SA SCHOOL BOARD, LA

CLACKAMAS CO NT FIRE DISTRICT #1, OR

CLACKAMAS CONT SERVICE DISTRICT #1, OR

CLACKAMAS CONT VECTOR CONTROL DISTRICT, OR

CLACKAMAS RIVER WATER

CLACKAMAS RIVER WATER, OR

CLACKAMAS S.W.C.D., OR

CLATSKANIE DRAINAGE IMPROVEMENT COMPAN, OR

CLATSKANIE LIBRAR DISTRICT, OR

CLATSKANIE P. .D., OR

CLATSKANIE PARK & RECREATION DISTRICT, OR

CLATSKANIE PEOPLE'S TILIT DISTRICT

CLATSKANIE R.F.P.D., OR

CLATSOP CARE CENTER HEALTH DISTRICT, OR

CLATSOP CO NT S.W.C.D., OR

CLATSOP DRAINAGE IMPROVEMENT COMPAN #15, INC., OR

CLEAN WATER SERVICES

CLEAN WATER SERVICES, OR

CLOVERDALE R.F.P.D., OR

CLOVERDALE SANITAR DISTRICT, OR

CLOVERDALE WATER DISTRICT, OR

COALEDO DRAINAGE DISTRICT, OR

COB RG FIRE DISTRICT, OR

COLESTIN R RAL FIRE DISTRICT, OR

COLTON R.F.P.D., OR

COLTON WATER DISTRICT #11, OR

COL MBIA 911 COMM NICATIONS DISTRICT, OR

COL MBIA CO NT 4-H & EXTENSION SERVICE DISTRICT, OR

COL MBIA DRAINAGE VECTOR CONTROL, OR

COL MBIA IMPROVEMENT DISTRICT, OR

COL MBIA R.F.P.D., OR

COL MBIA RIVER FIRE & RESC E, OR

COL MBIA RIVER PD, OR

COL MBIA S.W.C.D., OR

COL MBIA S.W.C.D., OR

CONFEDERATED TRIBES OF THE MATILLA INDIAN RESERVATION

COOS CO NT AIRPORT DISTRICT, OR

COOS CO NT AIRPORT DISTRICT, OR

COOS CO NT AREA TRANSIT SERVICE DISTRICT, OR

COOS CO NT AREA TRANSIT SERVICE DISTRICT, OR

COOS FOREST PROTECTIVE ASSOCIATION

COOS S.W.C.D., OR

COQ ILLE R.F.P.D., OR

COQ ILLE VALLE HOSPITAL DISTRICT, OR

CORBETT WATER DISTRICT, OR

CORNELI S R.F.P.D., OR

CORP RANCH ROAD WATER IMPROVEMENT, OR

CORVALLIS R.F.P.D., OR

CO NTR CL B ESTATES SPECIAL WATER DISTRICT, OR

CO NTR CL B WATER DISTRICT, OR

CO NTR ESTATES ROAD DISTRICT, OR

COVE CEMETER MAINTENANCE DISTRICT, OR

COVE ORCHARD SEWER SERVICE DISTRICT, OR

COVE R.F.P.D., OR

CRESCENT R.F.P.D., OR

CRESCENT SANITAR DISTRICT, OR

CRESCENT WATER S PPL AND IMPROVEMENT DISTRICT, OR

CROOK CO NT AGRIC LT RE EXTENSION SERVICE DISTRICT, OR

CROOK CO NT CEMETER DISTRICT, OR

CROOK CO NT FIRE AND RESC E, OR

CROOK CONT PARKS & RECREATION DISTRICT, OR

CROOK CO NT S.W.C.D., OR

CROOK CO NT VECTOR CONTROL DISTRICT, OR

CROOKED RIVER RANCH R.F.P.D., OR

CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR

CR STAL SPRINGS WATER DISTRICT, OR

CRR CONT 4-H & EXTENSION SERVICE DISTRICT, OR

C RR CO NT P BLIC TRANSIT SERVICE DISTRICT, OR

C RR CO NT S.W.C.D., OR

C RR HEALTH DISTRICT, OR

C RR P BLIC LIBRAR DISTRICT, OR

DALLAS CEMETER DISTRICT #4, OR

DARLE DRIVE SPECIAL ROAD DISTRICT, OR

DAVID CROCKETT STEAM FIRE COMPAN #1, LA

DA S CREEK R.F.P.D., OR

DA TON FIRE DISTRICT, OR

DEAN MINARD WATER DISTRICT, OR

DEE IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT COMPAN, OR

DELL BROGAN CEMETER MAINTENANCE DISTRICT, OR

DEPOE BA R.F.P.D., OR

DESCH TES CO NT 911 SERVICE DISTRICT, OR

DESCH TES CO NT R.F.P.D. #2, OR

DESCH TES P BLIC LIBRAR DISTRICT, OR

DESCH TES S.W.C.D., OR

DESCH TES VALLE WATER DISTRICT, OR

DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR

DEXTER R.F.P.D., OR

DEXTER SANITAR DISTRICT, OR

DORA-SITK M R.F.P.D., OR

DO GLAS CO NT FIRE DISTRICT #2, OR

DO GLAS S.W.C.D., OR

DRAKES CROSSING R.F.P.D., OR

DRRH SPECIAL ROAD DISTRICT #6, OR

DR G LCH DITCH DISTRICT IMPROVEMENT COMPAN, OR

D F R RECREATION DISTRICT, OR

D MBECK LANE DOMESTIC WATER S PPL, OR

D NDEE R.F.P.D., OR

D RKEE COMM NIT B ILDING PRESERVATION DISTRICT, OR

EAGLE POINT IRRIGATION DISTRICT, OR

EAGLE VALLE CEMETER MAINTENANCE DISTRICT, OR

EAGLE VALLE R.F.P.D., OR

EAGLE VALLE S.W.C.D., OR

EAST FORK IRRIGATION DISTRICT, OR

EAST M LTNOMAH S.W.C.D., OR

EAST SALEM SERVICE DISTRICT, OR

EAST MATILLA CHEMICAL CONTROL DISTRICT, OR

EAST MATILLA CO NT AMB LANCE AREA HEALTH DISTRICT, OR

EAST MATILLA CO NT R.F.P.D., OR

EAST VALLE WATER DISTRICT, OR

ELGIN COMM NIT PARKS & RECREATION DISTRICT, OR

ELGIN HEALTH DISTRICT, OR

ELGIN R.F.P.D., OR

ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR

ELKTON R.F.P.D., OR

EMERALD P. .D., OR

ENTERPRISE IRRIGATION DISTRICT, OR

ESTACADA CEMETER MAINTENANCE DISTRICT, OR

ESTACADA R.F.P.D. #69, OR

E GENE R.F.P.D. #1, OR

E GENE WATER AND ELECTRIC BOARD

EVANS VALLE FIRE DISTRICT #6, OR

FAIR OAKS R.F.P.D., OR

FAIRVIEW R.F.P.D., OR

FAIRVIEW WATER DISTRICT, OR

FALCON HEIGHTS WATER AND SEWER, OR

FALCON-COVE BEACH WATER DISTRICT, OR

FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR

FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR

FAT ELK DRAINAGE DISTRICT, OR

FERN RIDGE P BLIC LIBRAR DISTRICT, OR

FERN VALLE ESTATES IMPROVEMENT DISTRICT, OR

FOR FAR ROAD DISTRICT, OR

FOREST GROVE R.F.P.D., OR

FOREST VIEW SPECIAL ROAD DISTRICT, OR

FORT ROCK-SILVER LAKE S.W.C.D., OR

FO R RIVERS VECTOR CONTROL DISTRICT, OR

FOX CEMETER MAINTENANCE DISTRICT, OR

GARDINER R.F.P.D., OR

GARDINER SANITAR DISTRICT, OR

GARIBALDI R.F.P.D., OR

GASTON R.F.P.D., OR

GATES R.F.P.D., OR

GEARHART R.F.P.D., OR

GILLIAM S.W.C.D., OR

GLENDALE AMB LANCE DISTRICT, OR

GLENDALE R.F.P.D., OR

GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR

GLENEDEN SANITAR DISTRICT, OR

GLENWOOD WATER DISTRICT, OR

GLIDE - IDLE LD SANITAR DISTRICT, OR

GLIDE R.F.P.D., OR

GOLD BEACH - WEDDERB RN R.F.P.D., OR

GOLD HILL IRRIGATION DISTRICT, OR

GOLDFINCH ROAD DISTRICT, OR

GOSHEN R.F.P.D., OR

GOVERNMENT CAMP ROAD DISTRICT, OR

GOVERNMENT CAMP SANITAR DISTRICT, OR

GRAND PRAIRIE WATER CONTROL DISTRICT, OR

GRAND RONDE SANITAR DISTRICT, OR

GRANT CO NT TRANSPORTATION DISTRICT, OR

GRANT S.W.C.D., OR

GRANTS PASS IRRIGATION DISTRICT, OR

GREATER BOWEN VALLE R.F.P.D., OR

GREATER ST. HELENS PARK & RECREATION DISTRICT, OR

GREATER TOLEDO POOL RECREATION DISTRICT, OR

GREEN KNOLLS SPECIAL ROAD DISTRICT, OR

GREEN SANITAR DISTRICT, OR

GREENACRES R.F.P.D., OR

GREENBERR IRRIGATION DISTRICT, OR

GREENSPRINGS R RAL FIRE DISTRICT, OR

HAHLEN ROAD SPECIAL DISTRICT, OR

HAINES CEMETER MAINTENANCE DISTRICT, OR

HAINES FIRE PROTECTION DISTRICT, OR

HALSE -SHEDD R.F.P.D., OR

HAMLET R.F.P.D., OR

HARBOR R.F.P.D., OR

HARBOR SANITAR DISTRICT, OR

HARBOR WATER P. .D., OR

HARNE CONT HEALTH DISTRICT, OR

HARNE S.W.C.D., OR

HARPER SO TH SIDE IRRIGATION DISTRICT, OR

HARRISB RG FIRE AND RESC E, OR

HA SER R.F.P.D., OR

HAZELDELL R RAL FIRE DISTRICT, OR

HEBO JOINT WATER-SANITAR A THORIT, OR

HECETA WATER P. .D., OR

HELIX CEMETER MAINTENANCE DISTRICT #4, OR

HELIX PARK & RECREATION DISTRICT, OR

HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETER MAINTENANCE DISTRICT, OR

HEPPNER R.F.P.D., OR

HEPPNER WATER CONTROL DISTRICT, OR

HEREFORD COMM NIT HALL RECREATION DISTRICT, OR

HERMISTON CEMETER DISTRICT, OR

HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLE MOBILE ESTATES IMPROVEMENT DISTRICT, OR

HIGH DESERT PARK & RECREATION DISTRICT, OR

HIGHLAND S BDIVISION WATER DISTRICT, OR

HONOL L INTERNATIONAL AIRPORT

HOOD RIVER CO NT LIBRAR DISTRICT, OR

HOOD RIVER CONT TRANSPORTATION DISTRICT, OR

HOOD RIVER S.W.C.D., OR

HOOD RIVER VALLE PARKS & RECREATION DISTRICT, OR

HOODLAND FIRE DISTRICT #74

HOODLAND FIRE DISTRICT #74, OR

HORSEFL IRRIGATION DISTRICT, OR

HOSKINS-KINGS VALLE R.F.P.D., OR

HO SING A THORIT OF PORTLAND

H BBARD R.F.P.D., OR

H DSON BA DISTRICT IMPROVEMENT COMPAN, OR

IN (KA) ONG DITCH DISTRICT IMPROVEMENT COMPAN, OR

ICE FO NTAIN WATER DISTRICT, OR

IDAHO POINT SPECIAL ROAD DISTRICT, OR

IDANHA-DETROIT R RAL FIRE PROTECTION DISTRICT, OR

ILLINOIS VALLE FIRE DISTRICT

ILLINOIS VALLE R.F.P.D., OR

ILLINOIS VALLE S.W.C.D., OR

IMBLER R.F.P.D., OR

INTERLACHEN WATER P. .D., OR

IONE LIBRAR DISTRICT, OR

IONE R.F.P.D. #6-604, OR

IRONSIDE CEMETER MAINTENANCE DISTRICT, OR

IRONSIDE R RAL ROAD DISTRICT #5, OR

IRRIGON PARK & RECREATION DISTRICT, OR

IRRIGON R.F.P.D., OR

ISLAND CIT AREA SANITATION DISTRICT, OR

ISLAND CIT CEMETER MAINTENANCE DISTRICT, OR

JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR

JACKSON CO NT FIRE DISTRICT #3, OR

JACKSON CO NT FIRE DISTRICT #4, OR

JACKSON CO NT FIRE DISTRICT #5, OR

JACKSON CO NT LIBRAR DISTRICT, OR

JACKSON CONT VECTOR CONTROL DISTRICT, OR

JACKSON S.W.C.D., OR

JASPER KNOLLS WATER DISTRICT, OR

JEFFERSON CO NT EMERGENC MEDICAL SERVICE DISTRICT, OR

JEFFERSON CO NT FIRE DISTRICT #1, OR

JEFFERSON CONT LIBRAR DISTRICT, OR

JEFFERSON CO NT S.W.C.D., OR

JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR

JOB'S DRAINAGE DISTRICT, OR

JOHN DA WATER DISTRICT, OR

JOHN DA -CAN ON CIT PARKS & RECREATION DISTRICT, OR

JOHN DA -FERNHILL R.F.P.D. #5-108, OR

JORDAN VALLE CEMETER DISTRICT, OR

JORDAN VALLE IRRIGATION DISTRICT, OR

JOSEPHINE COMM NIT LIBRAR DISTRICT, OR

JOSEPHINE CO NT 4-H & EXTENSION SERVICE DISTRICT, OR

JOSEPHINE CO NT 911 AGENC, OR

J NCTION CIT R.F.P.D., OR

J NCTION CIT WATER CONTROL DISTRICT, OR

J NIPER B TTE ROAD DISTRICT, OR

J NIPER CAN ON WATER CONTROL DISTRICT, OR

J NIPER FLAT DISTRICT IMPROVEMENT COMPAN, OR

J NIPER FLAT R.F.P.D., OR

J NO NONPROFIT WATER IMPROVEMENT DISTRICT, OR

KEATING R.F.P.D., OR

KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR

KELLOGG R RAL FIRE DISTRICT, OR

KENO IRRIGATION DISTRICT, OR

KENO PINES ROAD DISTRICT, OR

KENO R.F.P.D., OR

KENT WATER DISTRICT, OR

KERB WATER DISTRICT, OR

K-GB-LB WATER DISTRICT, OR

KILCHIS WATER DISTRICT, OR

KLAMATH 9-1-1 COMM NICATIONS DISTRICT, OR

KLAMATH BASIN IMPROVEMENT DISTRICT, OR

KLAMATH CO NT DRAINAGE SERVICE DISTRICT, OR

KLAMATH CONT EXTENSION SERVICE DISTRICT, OR

KLAMATH CO NT FIRE DISTRICT #1, OR

KLAMATH CO NT FIRE DISTRICT #3, OR

KLAMATH CO NT FIRE DISTRICT #4, OR

KLAMATH CO NT FIRE DISTRICT #5, OR

KLAMATH CO NT LIBRAR SERVICE DISTRICT, OR

KLAMATH CO NT PREDATOR ANIMAL CONTROL DISTRICT, OR

KLAMATH DRAINAGE DISTRICT, OR

KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT NIT #2, OR

KLAMATH INTEROPERABILIT RADIO GRO P, OR

KLAMATH IRRIGATION DISTRICT, OR

KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR

KLAMATH S.W.C.D., OR

KLAMATH VECTOR CONTROL DISTRICT, OR

KNAPPA-SVENSEN-B RNSIDE R.F.P.D., OR

LA GRANDE CEMETER MAINTENANCE DISTRICT, OR

LA GRANDE R.F.P.D., OR

LA PINE PARK & RECREATION DISTRICT, OR

LA PINE R.F.P.D., OR

LABISH VILLAGE SEWAGE & DRAINAGE, OR

LACOMB IRRIGATION DISTRICT, OR

LAFA ETTE AIRPORT COMMISSION, LA

LAFO RCHE PARISH HEALTH NIT - DHH-OPH REGION 3

LAIDLAW WATER DISTRICT, OR

LAKE CHINOOK FIRE & RESC E, OR

LAKE CO NT 4-H & EXTENSION SERVICE DISTRICT, OR

LAKE CO NT LIBRAR DISTRICT, OR

LAKE CREEK R.F.P.D. - JACKSON, OR

LAKE CREEK R.F.P.D. - LANE CO NT, OR

LAKE DISTRICT HOSPITAL, OR

LAKE GROVE R.F.P.D. NO. 57, OR

LAKE GROVE WATER DISTRICT, OR

LAKE LABISH WATER CONTROL DISTRICT, OR

LAKE POINT SPECIAL ROAD DISTRICT, OR

LAKESIDE R.F.P.D. #4, OR

LAKESIDE WATER DISTRICT, OR

LAKEVIEW R.F.P.D., OR

LAKEVIEW S.W.C.D., OR

LAMONTAI IMPROVEMENT DISTRICT, OR

LANE FIRE A THORIT, OR

LANE LIBRAR DISTRICT, OR

LANE TRANSIT DISTRICT, OR

LANGELL VALLE IRRIGATION DISTRICT, OR

LANGLOIS P BLIC LIBRAR, OR

LANGLOIS R.F.P.D., OR

LANGLOIS WATER DISTRICT, OR

LAZ RIVER SPECIAL ROAD DISTRICT, OR

LEBANON AQ ATIC DISTRICT, OR

LEBANON R.F.P.D., OR

LEWIS & CLARK R.F.P.D., OR

LINCOLN CO NT LIBRAR DISTRICT, OR

LINCOLN S.W.C.D., OR

LINN CO NT EMERGENC TELEPHONE AGENC, OR

LINN S.W.C.D., OR

LITTLE M DD CREEK WATER CONTROL, OR

LITTLE NEST CCA DRAINAGE DISTRICT, OR

LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR

LONE PINE IRRIGATION DISTRICT, OR

LONG PRAIRIE WATER DISTRICT, OR

LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR

LOOKINGGLASS R RAL FIRE DISTRICT, OR

LORANE R.F.P.D., OR

LOST & BO LDER DITCH IMPROVEMENT DISTRICT, OR

LOST CREEK PARK SPECIAL ROAD DISTRICT, OR

LO ISIANA P BLIC SERVICE COMMISSION, LA

LO ISIANA WATER WORKS

LOWELL R.F.P.D., OR

LOWER MCKA CREEK R.F.P.D., OR

LOWER MCKA CREEK WATER CONTROL DISTRICT, OR

LOWER POWDER RIVER IRRIGATION DISTRICT, OR

LOWER SILETZ WATER DISTRICT, OR

LOWER MPQ A HOSPITAL DISTRICT, OR

LOWER MPQ A PARK & RECREATION DISTRICT, OR

LOWER VALLE WATER IMPROVEMENT DISTRICT, OR

L CE LONG DITCH DISTRICT IMPROVEMENT CO., OR

L STED WATER DISTRICT, OR

L ONS R.F.P.D., OR

L ONS-MEHAMA WATER DISTRICT, OR

MADRAS AQ ATIC CENTER DISTRICT, OR

MAKAI SPECIAL ROAD DISTRICT, OR

MALHE R CO NT S.W.C.D., OR

MALHE R CO NT VECTOR CONTROL DISTRICT, OR

MALHE R DISTRICT IMPROVEMENT COMPAN, OR

MALHE R DRAINAGE DISTRICT, OR

MALHE R MEMORIAL HEALTH DISTRICT, OR

MALIN COMM NIT CEMETER MAINTENANCE DISTRICT, OR

MALIN COMM NIT PARK & RECREATION DISTRICT, OR

MALIN IRRIGATION DISTRICT, OR

MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR

MAPLETON WATER DISTRICT, OR

MARCOLA WATER DISTRICT, OR

MARION CO NT EXTENSION & 4H SERVICE DISTRICT, OR

MARION CO NT FIRE DISTRICT #1, OR

MARION JACK IMPROVEMENT DISTRICT, OR

MARION S.W.C.D., OR

MAR 'S RIVER ESTATES ROAD DISTRICT, OR

MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR

MCKA ACRES IMPROVEMENT DISTRICT, OR

MCKA DAM R.F.P.D. # 7-410, OR

MCKENZIE FIRE & RESC E, OR

MCKENZIE PALISADES WATER S PPL CORPORATION, OR

MCMINNVILLE R.F.P.D., OR

MCN LT WATER P. .D., OR

MEADOWS DRAINAGE DISTRICT, OR

MEDFORD IRRIGATION DISTRICT, OR

MEDFORD R.F.P.D. #2, OR

MEDFORD WATER COMMISSION

MEDICAL SPRINGS R.F.P.D., OR

MELHER CONT JAIL, OR

MERLIN COMM NIT PARK DISTRICT, OR

MERRILL CEMETER MAINTENANCE DISTRICT, OR

MERRILL PARK DISTRICT, OR

MERRILL R.F.P.D., OR

METRO REGIONAL GOVERNMENT

METRO REGIONAL PARKS

METROPOLITAN EXPOSITION RECREATION COMMISSION

METROPOLITAN SERVICE DISTRICT (METRO)

MID CO NT CEMETER MAINTENANCE DISTRICT, OR

MID-COL MBIA FIRE AND RESC E, OR

MIDDLE FORK IRRIGATION DISTRICT, OR

MIDLAND COMM NIT PARK, OR

MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR

MILES CROSSING SANITAR SEWER DISTRICT, OR

MILL CIT R.F.P.D. #2-303, OR

MILL FO R DRAINAGE DISTRICT, OR

MILLICOMA RIVER PARK & RECREATION DISTRICT, OR

MILLINGTON R.F.P.D. #5, OR

MILO VOL NTEER FIRE DEPARTMENT, OR

MILTON-FREEWATER AMB LANCE SERVICE AREA HEALTH DISTRICT, OR

MILTON-FREEWATER WATER CONTROL DISTRICT, OR

MIROCO SPECIAL ROAD DISTRICT, OR

MIST-BIRKENFELD R.F.P.D., OR

MODOC POINT IRRIGATION DISTRICT, OR

MODOC POINT SANITAR DISTRICT, OR

MOHAWK VALLE R.F.P.D., OR

MOLALLA AQ ATIC DISTRICT, OR

MOLALLA R.F.P.D. #73, OR

MONITOR R.F.P.D., OR

MONROE R.F.P.D., OR

MON MENT CEMETER MAINTENANCE DISTRICT, OR

MON MENT S.W.C.D., OR

MOOREA DRIVE SPECIAL ROAD DISTRICT, OR

MORO R.F.P.D., OR

MORROW CO NT HEALTH DISTRICT, OR

MORROW CO NT NIFIED RECREATION DISTRICT, OR

MORROW S.W.C.D., OR

MOSIER FIRE DISTRICT, OR

MO NTAIN DRIVE SPECIAL ROAD DISTRICT, OR

MT. ANGEL R.F.P.D., OR

MT. HOOD IRRIGATION DISTRICT, OR

MT. LAKI CEMETER DISTRICT, OR

MT. VERNON R.F.P.D., OR

M LINO WATER DISTRICT #1, OR

M LTNOMAH CO NT DRAINAGE DISTRICT #1, OR

M LTNOMAH CO NT R.F.P.D. #10, OR

M LTNOMAH CO NT R.F.P.D. #14, OR

M LTNOMAH ED CATION SERVICE DISTRICT

M RTLE CREEK R.F.P.D., OR

NEAH-KAH-NIE WATER DISTRICT, OR

NEDONNA R.F.P.D., OR

NEHALEM BA FIRE AND RESC E, OR

NEHALEM BA HEALTH DISTRICT, OR

NEHALEM BA WASTEWATER AGENC, OR

NESIKA BEACH-OPHIR WATER DISTRICT, OR

NESKOWIN REGIONAL SANITAR A THORIT, OR

NESKOWIN REGIONAL WATER DISTRICT, OR

NEST CCA R.F.P.D., OR

NETARTS WATER DISTRICT, OR

NETARTS-OCEANSIDE R.F.P.D., OR

NETARTS-OCEANSIDE SANITAR DISTRICT, OR

NEW BRIDGE WATER S PPL DISTRICT, OR

NEW CARLTON FIRE DISTRICT, OR

NEW ORLEANS REDEVELOPMENT A THORIT, LA

NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR

NEWBERR ESTATES SPECIAL ROAD DISTRICT, OR

NEWPORT R.F.P.D., OR

NEWT O NG DITCH DISTRICT IMPROVEMENT COMPAN, OR

NORTH ALBAN R.F.P.D., OR

NORTH BA R.F.P.D. #9, OR

NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR

NORTH CO NT RECREATION DISTRICT, OR

NORTH DO GLAS CO NT FIRE & EMS, OR

NORTH DO GLAS PARK & RECREATION DISTRICT, OR

NORTH GILLIAM CO NT HEALTH DISTRICT, OR

NORTH GILLIAM CO NT R.F.P.D., OR

NORTH LAKE HEALTH DISTRICT, OR

NORTH LEBANON WATER CONTROL DISTRICT, OR

NORTH LINCOLN FIRE & RESC E DISTRICT #1, OR

NORTH LINCOLN HEALTH DISTRICT, OR

NORTH MORROW VECTOR CONTROL DISTRICT, OR

NORTH SHERMAN CO NT R.F.P.D, OR

NORTH NIT IRRIGATION DISTRICT, OR

NORTHEAST OREGON HO SING A THORIT , OR

NORTHEAST WHEELER CO NT HEALTH DISTRICT, OR

NORTHERN WASCO CO NT P. .D., OR

NORTHERN WASCO CO NT PARK & RECREATION DISTRICT, OR

N E DITCH SERS DISTRICT IMPROVEMENT, OR

N SSA ROAD ASSESSMENT DISTRICT #2, OR

N SSA R RAL FIRE DISTRICT, OR

N SSA-ARCADIA DRAINAGE DISTRICT, OR

OAK LODGE WATER SERVICES, OR

OAKLAND R.F.P.D., OR

OAKVILLE COMM NIT CENTER, OR

OCEANSIDE WATER DISTRICT, OR

OCHOCO IRRIGATION DISTRICT, OR

OCHOCO WEST WATER AND SANITAR A THORIT, OR

ODELL SANITAR DISTRICT, OR

OLD OW HEE DITCH IMPROVEMENT DISTRICT, OR

OLNE -WALL SKI FIRE & RESC E DISTRICT, OR

ONTARIO LIBRAR DISTRICT, OR

ONTARIO R.F.P.D., OR

OPHIR R.F.P.D., OR

OREGON COAST COMM NIT ACTION

OREGON HO SING AND COMM NIT SERVICES

OREGON INTERNATIONAL PORT OF COOS BA, OR

OREGON LEGISLATIVE ADMINISTRATION

OREGON O TBACK R.F.P.D., OR

OREGON POINT, OR

OREGON TRAIL LIBRAR DISTRICT, OR

OTTER ROCK WATER DISTRICT, OR

OWW NIT #2 SANITAR DISTRICT, OR

OW HEE CEMETER MAINTENANCE DISTRICT, OR

OW HEE IRRIGATION DISTRICT, OR

PACIFIC CIT JOINT WATER-SANITAR A THORIT, OR

PACIFIC COMM NITIES HEALTH DISTRICT, OR

PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR

PALATINE HILL WATER DISTRICT, OR

PALMER CREEK WATER DISTRICT IMPROVEMENT COMPAN, OR

PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR

PANTHER CREEK ROAD DISTRICT, OR

PANTHER CREEK WATER DISTRICT, OR

PARKDALE R.F.P.D., OR

PARKDALE SANITAR DISTRICT, OR

PENINS LA DRAINAGE DISTRICT #1, OR

PENINS LA DRAINAGE DISTRICT #2, OR

PHILOMATH FIRE AND RESC E, OR

PILOT ROCK CEMETER MAINTENANCE DISTRICT #5, OR

PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR

PINE EAGLE HEALTH DISTRICT, OR

PINE FLAT DISTRICT IMPROVEMENT COMPAN, OR

PINE GROVE IRRIGATION DISTRICT, OR

PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR

PINE GROVE WATER DISTRICT-MA PIN, OR

PINE VALLE CEMETER DISTRICT, OR

PINE VALLE R.F.P.D., OR

PINEWOOD CONTRESTATES SPECIAL ROAD DISTRICT, OR

PIONEER DISTRICT IMPROVEMENT COMPAN, OR

PISTOL RIVER CEMETER MAINTENANCE DISTRICT, OR

PISTOL RIVER FIRE DISTRICT, OR

PLEASANT HILL R.F.P.D., OR

PLEASANT HOME WATER DISTRICT, OR

POCAHONTAS MINING AND IRRIGATION DISTRICT, OR

POE VALLE IMPROVEMENT DISTRICT, OR

POE VALLE PARK & RECREATION DISTRICT, OR

POE VALLE VECTOR CONTROL DISTRICT, OR

POLK CO NT FIRE DISTRICT #1, OR

POLK S.W.C.D., OR

POMPADO R WATER IMPROVEMENT DISTRICT, OR

PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR

PORT OF ALSEA, OR

PORT OF ARLINGTON, OR

PORT OF ASTORIA, OR

PORT OF BANDON, OR

PORT OF BRANDON, OR

PORT OF BROOKINGS HARBOR, OR

PORT OF CASCADE LOCKS, OR

PORT OF COQ ILLE RIVER, OR

PORT OF GARIBALDI, OR

PORT OF GOLD BEACH, OR

PORT OF HOOD RIVER, OR

PORT OF MORGAN CIT, LA

PORT OF MORROW, OR

PORT OF NEHALEM, OR

PORT OF NEWPORT, OR

PORT OF PORT ORFORD, OR

PORT OF PORTLAND, OR

PORT OF SI SLAW, OR

PORT OF ST. HELENS, OR

PORT OF THE DALLES, OR

PORT OF TILLAMOOK BA, OR

PORT OF TOLEDO, OR

PORT OF MATILLA, OR

PORT OF MPO A. OR

PORT ORFORD CEMETER MAINTENANCE DISTRICT, OR

PORT ORFORD P BLIC LIBRAR DISTRICT, OR

PORT ORFORD R.F.P.D., OR

PORTLAND DEVELOPMENT COMMISSION, OR

PORTLAND FIRE AND RESC E

PORTLAND HO SING CENTER, OR

POWDER R.F.P.D., OR

POWDER RIVER R.F.P.D., OR

POWDER VALLE WATER CONTROL DISTRICT, OR

POWERS HEALTH DISTRICT, OR

PRAIRIE CEMETER MAINTENANCE DISTRICT, OR

PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR

PROSPECT R.F.P.D., OR

Q AIL VALLE PARK IMPROVEMENT DISTRICT, OR

Q EENER IRRIGATION IMPROVEMENT DISTRICT, OR

RAINBOW WATER DISTRICT, OR

RAINIER CEMETER DISTRICT, OR

RAINIER DRAINAGE IMPROVEMENT COMPAN, OR

RALEIGH WATER DISTRICT, OR

REDMOND AREA PARK & RECREATION DISTRICT, OR

REDMOND FIRE AND RESC E, OR

RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPAN, OR

RIDGEWOOD ROAD DISTRICT, OR

RIETH SANITAR DISTRICT, OR

RIETH WATER DISTRICT, OR

RIMROCK WEST IMPROVEMENT DISTRICT, OR

RINK CREEK WATER DISTRICT, OR

RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR

RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR

RIVER MEADOWS IMPROVEMENT DISTRICT, OR

RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR

RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR

RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR

RIVERDALE R.F.P.D. 11-JT, OR

RIVERGROVE WATER DISTRICT, OR

RIVERSIDE MISSION WATER CONTROL DISTRICT, OR

RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR

ROBERTS CREEK WATER DISTRICT, OR

ROCK CREEK DISTRICT IMPROVEMENT, OR

ROCK CREEK WATER DISTRICT, OR

ROCKWOOD WATER P. .D., OR

ROCK POINT FIRE & EMS, OR

ROG E RIVER R.F.P.D., OR

ROGERIVER VALLE IRRIGATION DISTRICT, OR

ROG E VALLE SEWER SERVICES, OR

ROG E VALLE SEWER, OR

ROGE VALLE TRANSPORTATION DISTRICT, OR

ROSEB RG RBAN SANITAR A THORIT, OR

ROSEWOOD ESTATES ROAD DISTRICT, OR

ROW RIVER VALLE WATER DISTRICT, OR

R RAL ROAD ASSESSMENT DISTRICT #3, OR

R RAL ROAD ASSESSMENT DISTRICT #4, OR SAINT LANDR PARISH TO RIST COMMISSION

SAINT MAR PARISH REC DISTRICT 2

SAINT MAR PARISH REC DISTRICT 3

SAINT TAMMAN FIRE DISTRICT 4, LA

SALEM AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT

SALEM S B RBAN R.F.P.D., OR

SALISHAN SANITAR DISTRICT, OR

SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR

SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR

SALMONBERR TRAIL INTERGOVERNMENTAL AGENC, OR

SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR

SAND DRAINAGE IMPROVEMENT COMPAN, OR

SAND R.F.P.D. #72, OR

SANTA CLARA R.F.P.D., OR

SANTA CLARA WATER DISTRICT, OR

SANTIAM WATER CONTROL DISTRICT, OR

SA VIE ISLAND DRAINAGE IMPROVEMENT COMPAN, OR

SA VIE ISLAND VOL NTEER FIRE DISTRICT #30J, OR

SCAPPOOSE DRAINAGE IMPROVEMENT COMPAN, OR

SCAPPOOSE P BLIC LIBRAR DISTRICT, OR

SCAPPOOSE R.F.P.D., OR

SCIO R.F.P.D., OR

SCOTTSB RG R.F.P.D., OR

SEAL ROCK R.F.P.D., OR

SEAL ROCK WATER DISTRICT, OR

SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA

SHANGRI-LA WATER DISTRICT, OR

SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLE ROAD CREST ACRES WATER DISTRICT, OR

SHERIDAN FIRE DISTRICT, OR

SHERMAN CO NT HEALTH DISTRICT, OR

SHERMAN CO NT S.W.C.D., OR

SHORELINE SANITAR DISTRICT, OR

SILETZ KE S SANITAR DISTRICT, OR

SILETZ R.F.P.D., OR

SILVER FALLS LIBRAR DISTRICT, OR

SILVER LAKE IRRIGATION DISTRICT, OR

SILVER LAKE R.F.P.D., OR

SILVER SANDS SPECIAL ROAD DISTRICT, OR

SILVERTON R.F.P.D. NO. 2, OR

SISTERS PARKS & RECREATION DISTRICT, OR

SISTERS-CAMP SHERMAN R.F.P.D., OR

SI SLAW P BLIC LIBRAR DISTRICT, OR

SI SLAW S.W.C.D., OR

SI SLAW VALLE FIRE AND RESC E, OR

SIXES R.F.P.D., OR

SKIPANON WATER CONTROL DISTRICT, OR

SK LINE VIEW DISTRICT IMPROVEMENT COMPAN, OR

SLEEP HOLLOW WATER DISTRICT, OR

SMITH DITCH DISTRICT IMPROVEMENT COMPAN, OR

SO TH CLACKAMAS TRANSPORTATION DISTRICT, OR

SO TH CO NT HEALTH DISTRICT, OR

SO TH FORK WATER BOARD, OR

SO TH GILLIAM CO NT CEMETER DISTRICT, OR

SO TH GILLIAM CO NT HEALTH DISTRICT, OR

SO TH GILLIAM CO NT R.F.P.D. VI-301, OR

SO TH LAFO RCHE LEVEE DISTRICT, LA

SO TH LANE CO NT FIRE & RESC E, OR

SO TH SANTIAM RIVER WATER CONTROL DISTRICT, OR

SO TH SHERMAN FIRE DISTRICT, OR

SO TH S B RBAN SANITAR DISTRICT, OR

SO TH WASCO PARK & RECREATION DISTRICT, OR

SO THERN COOS HEALTH DISTRICT, OR

SO THERN C RR CEMETER MAINTENANCE DISTRICT, OR

SO THVIEW IMPROVEMENT DISTRICT, OR

SO THWEST LINCOLN CO NT WATER DISTRICT, OR

SO THWESTERN POLK CO NT R.F.P.D., OR

SO THWOOD PARK WATER DISTRICT, OR

SPECIAL ROAD DISTRICT #1, OR

SPECIAL ROAD DISTRICT #8, OR

SPRING RIVER SPECIAL ROAD DISTRICT, OR

SPRINGFIELD TILIT BOARD, OR

ST. PA L R.F.P.D., OR

STANFIELD CEMETER DISTRICT #6, OR

STANFIELD IRRIGATION DISTRICT, OR

STARR CREEK ROAD DISTRICT, OR

STARWOOD SANITAR DISTRICT, OR

STA TON FIRE DISTRICT, OR

S BLIMIT FIRE DISTRICT, OR

S B RBAN EAST SALEM WATER DISTRICT, OR

S B RBAN LIGHTING DISTRICT, OR

S CCOR CREEK DISTRICT IMPROVEMENT COMPAN, OR

S MMER LAKE IRRIGATION DISTRICT, OR

S MMERVILLE CEMETER MAINTENANCE DISTRICT, OR

S MNER R.F.P.D., OR

S N MO NTAIN SPECIAL ROAD DISTRICT, OR

S NDOWN SANITATION DISTRICT, OR

S NFOREST ESTATES SPECIAL ROAD DISTRICT, OR

S NN SIDE IRRIGATION DISTRICT, OR

S NRISE WATER A THORIT, OR

S NRIVER SERVICE DISTRICT, OR

S NSET EMPIRE PARK & RECREATION DISTRICT, OR

S NSET EMPIRE TRANSPORTATION DISTRICT, OR

S RFLAND ROAD DISTRICT, OR

S THERLIN VALLE RECREATION DISTRICT, OR

S THERLIN WATER CONTROL DISTRICT, OR

SWALLE IRRIGATION DISTRICT, OR

SWEET HOME CEMETER MAINTENANCE DISTRICT, OR

SWEET HOME FIRE & AMB LANCE DISTRICT, OR

SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPAN, OR

TALENT IRRIGATION DISTRICT, OR

TANGENT R.F.P.D., OR

TENMILE R.F.P.D., OR

TERREBONNE DOMESTIC WATER DISTRICT, OR

THE DALLES IRRIGATION DISTRICT, OR

THOMAS CREEK-WESTSIDE R.F.P.D., OR

THREE RIVERS RANCH ROAD DISTRICT, OR

THREE SISTERS IRRIGATION DISTRICT, OR

TIGARD T ALATIN AQ ATIC DISTRICT, OR

TIGARD WATER DISTRICT, OR

TILLAMOOK BA FLOOD IMPROVEMENT DISTRICT, OR

TILLAMOOK CO NT EMERGENC COMM NICATIONS DISTRICT, OR

TILLAMOOK CO NT S.W.C.D., OR

TILLAMOOK CO NT TRANSPORTATION DISTRICT, OR

TILLAMOOK FIRE DISTRICT, OR

TILLAMOOK P. .D., OR

TILLER R.F.P.D., OR

TOBIN DITCH DISTRICT IMPROVEMENT COMPAN, OR

TOLEDO R.F.P.D., OR

TONE WATER DISTRICT, OR

TOOLE WATER DISTRICT, OR

TRASK DRAINAGE DISTRICT, OR

TRI CIT R.F.P.D. #4, OR

TRI-CIT WATER & SANITAR A THORIT, OR

TRI-CO NT METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

I KIME I, OK

T ALATIN HILLS PARK & RECREATION DISTRICT

T ALATIN HILLS PARK & RECREATION DISTRICT, OR

T ALATIN S.W.C.D., OR

T ALATIN VALLE FIRE & RESC E

T ALATIN VALLE FIRE & RESC E, OR

T ALATIN VALLE IRRIGATION DISTRICT, OR

T ALATIN VALLE WATER DISTRICT

T ALATIN VALLE WATER DISTRICT, OR

T MALO IRRIGATION DISTRICT, OR

T RNER FIRE DISTRICT, OR

TWIN ROCKS SANITAR DISTRICT, OR

TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR

TWO RIVERS S.W.C.D., OR

TWO RIVERS SPECIAL ROAD DISTRICT, OR

T GH VALLE R.F.P.D., OR

T GH VALLE WATER DISTRICT, OR

MATILLA CO NT FIRE DISTRICT #1, OR

MATILLA CO NT S.W.C.D., OR

MATILLA CO NT SPECIAL LIBRAR DISTRICT, OR

MATILLA HOSPITAL DISTRICT, OR

MATILLA R.F.P.D. #7-405, OR

MATILLA-MORROW RADIO AND DATA DISTRICT, OR

MPQ A S.W.C.D., OR

NION CEMETER MAINTENANCE DISTRICT, OR

NION CO NT SOLID WASTE DISPOSAL DISTRICT, OR NION CO NT VECTOR CONTROL DISTRICT, OR

NION GAP SANITAR DISTRICT, OR

NION GAP WATER DISTRICT, OR

NION HEALTH DISTRICT, OR

NION R.F.P.D., OR

NION S.W.C.D., OR

NIT COMM NIT PARK & RECREATION DISTRICT, OR

PPER CLEVELAND RAPIDS ROAD DISTRICT, OR

PPER MCKENZIE R.F.P.D., OR

PPER WILLAMETTE S.W.C.D., OR

VALE OREGON IRRIGATION DISTRICT, OR

VALE R RAL FIRE PROTECTION DISTRICT, OR

VALLE ACRES SPECIAL ROAD DISTRICT, OR

VALLE VIEW CEMETER MAINTENANCE DISTRICT, OR

VALLE VIEW WATER DISTRICT, OR

VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR

VERNONIA R.F.P.D., OR

VINE ARD MONTAIN PARK & RECREATION DISTRICT, OR

VINE ARD MO NTAIN SPECIAL ROAD DISTRICT, OR

WALLA WALLA RIVER IRRIGATION DISTRICT, OR

WALLOWA CO NT HEALTH CARE DISTRICT, OR

WALLOWA LAKE CO NT SERVICE DISTRICT, OR WALLOWA LAKE IRRIGATION DISTRICT, OR

WALLOWA LAKE R.F.P.D., OR

WALLOWA S.W.C.D., OR

WALLOWA VALLE IMPROVEMENT DISTRICT #1, OR

WAMIC R.F.P.D., OR

WAMIC WATER & SANITAR A THORIT, OR

WARMSPRINGS IRRIGATION DISTRICT, OR

WASCO CO NT S.W.C.D., OR

WATER ENVIRONMENT SERVICES, OR

WATER WONDERLAND IMPROVEMENT DISTRICT, OR

WATERB R & ALLEN DITCH IMPROVEMENT DISTRICT, OR

WATSECO-BARVIEW WATER DISTRICT, OR

WA NA WATER DISTRICT, OR

WEDDERB RN SANITAR DISTRICT, OR

WEST EAGLE VALLE WATER CONTROL DISTRICT, OR

WEST EXTENSION IRRIGATION DISTRICT, OR

WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR

WEST M LTNOMAH S.W.C.D., OR

WEST SIDE R.F.P.D., OR

WEST SLOPE WATER DISTRICT, OR

WEST MATILLA MOSQ ITO CONTROL DISTRICT, OR

WEST VALLE FIRE DISTRICT, OR

WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR

WESTERN LANE AMB LANCE DISTRICT, OR

WESTLAND IRRIGATION DISTRICT, OR

WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR

WESTON CEMETER DISTRICT #2, OR

WESTPORT FIRE AND RESC E, OR

WESTRIDGE WATER S PPL CORPORATION, OR

WESTWOOD HILLS ROAD DISTRICT, OR

WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR

WHITE RIVER HEALTH DISTRICT, OR

WIARD MEMORIAL PARK DISTRICT, OR

WICKI P WATER DISTRICT, OR

WILLAKENZIE R.F.P.D., OR

WILLAMALANE PARK & RECREATION DISTRICT, OR

WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE H MANE SOCIET

WILLAMETTE RIVER WATER COALITION, OR

WILLIAMS R.F.P.D., OR

WILLOW CREEK PARK DISTRICT, OR

WILLOW DALE WATER DISTRICT, OR

WILSON RIVER WATER DISTRICT, OR

WINCHESTER BA R.F.P.D., OR

WINCHESTER BA SANITAR DISTRICT, OR

WINCH CK R.F.P.D., OR

WINSTON-DILLARD R.F.P.D., OR

WINSTON-DILLARD WATER DISTRICT, OR

WOLF CREEK R.F.P.D., OR

WOOD RIVER DISTRICT IMPROVEMENT COMPAN, OR

WOODB RN R.F.P.D. NO. 6, OR

WOODLAND PARK SPECIAL ROAD DISTRICT, OR

WOODS ROAD DISTRICT, OR

WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR

W 'EAST FIRE DISTRICT, OR

ACHATS R.F.P.D., OR

AMHILL CO NT TRANSIT AREA, OR

AMHILL FIRE PROTECTION DISTRICT, OR

AMHILL SWCD, OR

ONCALLA PARK & RECREATION DISTRICT, OR

O NGS RIVER-LEWIS & CLARK WATER DISTRICT, OR

Z MWALT R.F.P.D., OR

#### **K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD

BEAVERTON SCHOOL DISTRICT

BEND-LA PINE SCHOOL DISTRICT

BOGAL SA HIGH SCHOOL, LA

BOSSIER PARISH SCHOOL BOARD

BROOKING HARBOR SCHOOL DISTRICT

CADDO PARISH SCHOOL DISTRICT

CALCASIE PARISH SCHOOL DISTRICT

CANB SCHOOL DISTRICT

CAN ONVILLE CHRISTIAN ACADEM

CASCADE SCHOOL DISTRICT

CASCADES ACADEM OF CENTRAL OREGON

CENTENNIAL SCHOOL DISTRICT

CENTRAL CATHOLIC HIGH SCHOOL

CENTRAL POINT SCHOOL DISTRICT NO.6

CENTRAL SCHOOL DISTRICT 13J

COOS BA SCHOOL DISTRICT NO.9

CORVALLIS SCHOOL DISTRICT 509J

CO NT OF AMHILL SCHOOL DISTRICT 29

C LVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DO GLAS SCHOOL DISTRICT DA TON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCH TES CO NT SCHOOL DISTRICT NO.6 DO GLAS ED CATIONAL DISTRICT SERVICE D F R SCHOOL DISTRICT NO.29 EAST BATON RO GE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBAN PBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE CO NT HIGH DESERT ED CATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER CO NT SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON CO NT SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT J NCTION CIT SCHOOLS, OR KLAMATH CO NT SCHOOL DISTRICT KLAMATH FALLS CIT SCHOOLS LAFA ETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE CO NT SCHOOL DISTRICT 4J LINCOLN CO NT SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 SALEM-KEIZER P BLIC SCHOOLS 24J MARION CO NT SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW CO NT SCHOOL DIST, OR M LTNOMAH ED CATION SERVICE DISTRICT M LTISENSOR LEARNING ACADEM M RTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG P BLIC SCHOOLS NEST CCA VALLE SCHOOL DISTRICT NO.101 NOBEL LEARNING COMM NITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DO GLAS SCHOOL DISTRICT NORTH WASCO CIT SCHOOL DISTRICT 21 NORTHWEST REGIONAL ED CATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT

PORTLAND JEWISH ACADEM PORTLAND P BLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT

REDMOND SCHOOL DISTRICT

RE NOLDS SCHOOL DISTRICT

ROG E RIVER SCHOOL DISTRICT

ROSEB RG P BLIC SCHOOLS

SCAPPOOSE SCHOOL DISTRICT 1J

SAINT TAMMAN PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10

SHERWOOD SCHOOL DISTRICT 88J

SILVER FALLS SCHOOL DISTRICT 4J

SO TH LANE SCHOOL DISTRICT 45J3

SO THERN OREGON ED CATION SERVICE DISTRICT

SPRINGFIELD P BLIC SCHOOLS

S THERLIN SCHOOL DISTRICT

SWEET HOME SCHOOL DISTRICT NO.55

TERREBONNE PARISH SCHOOL DISTRICT

THE CATLIN GABEL SCHOOL

TIGARD-T ALATIN SCHOOL DISTRICT

MATILLA MORROW ESD

WEST LINN WILSONVILLE SCHOOL DISTRICT

WILLAMETTE ED CATION SERVICE DISTRICT

WOODB RN SCHOOL DISTRICT

ONCALLA SCHOOL DISTRICT

ACADEM FOR MATH ENGINEERING & SCIENCE (AMES), T

ALIANZA ACADEM, T

ALPINE DISTRICT, T

AMERICAN LEADERSHIP ACADEM, T

AMERICAN PREPARATOR ACADEM, T

BAER CAN ON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, T

BEAR RIVER CHARTER SCHOOL, T

BEAVER SCHOOL DISTRICT, T

BEEHIVE SCIENCE & TECHNOLOG ACADEM (BSTA), T

BOX ELDER SCHOOL DISTRICT, T

CBA CENTER, T

CACHE SCHOOL DISTRICT, T

CAN ON RIM ACADEM, T

CAN ONS DISTRICT, T

CARBON SCHOOL DISTRICT, T

CHANNING HALL, T

CHARTER SCHOOL LEWIS ACADEM ,  $\,\mathrm{T}$ 

CIT ACADEM, T

DAGGETT SCHOOL DISTRICT, T

DAVINCI ACADEM, T

DAVIS DISTRICT, T

D AL IMMERSION ACADEM, T

D CHESNE SCHOOL DISTRICT, T

EARL LIGHT ACADEM AT DA BREAK, T

EAST HOLL WOOD HIGH, T

EDITH BOWEN LABORATOR SCHOOL, T

EMERSON ALCOTT ACADEM, T

EMER SCHOOL DISTRICT, T

ENTHEOS ACADEM, T

EXCELSIOR ACADEM ,  $\,\mathrm{T}$ 

FAST FORWARD HIGH, T

FREEDOM ACADEM, T

GARFIELD SCHOOL DISTRICT, T

GATEWA PREPARATOR ACADEM, T

GEORGE WASHINGTON ACADEM, T

GOOD FO NDATION ACADEM, T

GRAND SCHOOL DISTRICT, T

GRANITE DISTRICT, T

G ADAL PE SCHOOL, T

HAWTHORN ACADEM, T

INTECH COLLEGIATE HIGH SCHOOL, T

IRON SCHOOL DISTRICT, T

ITINERIS EARL COLLEGE HIGH, T

JOHN HANCOCK CHARTER SCHOOL, T

JORDAN DISTRICT, T

J AB SCHOOL DISTRICT, T

KANE SCHOOL DISTRICT, T

KARL G MAESER PREPARATOR ACADEM , T

LAKEVIEW ACADEM, T

LEGAC PREPARATOR ACADEM, T

LIBERT ACADEM, T

LINCOLN ACADEM, T

LOGAN SCHOOL DISTRICT, T

MARIA MONTESSORI ACADEM, T

MERIT COLLEGE PREPARATOR ACADEM, T

MILLARD SCHOOL DISTRICT, T

MOAB CHARTER SCHOOL, T

MONTICELLO ACADEM, T

MORGAN SCHOOL DISTRICT, T

MO NTAINVILLE ACADEM, T

M RRA SCHOOL DISTRICT, T

NAVIGATOR POINTE ACADEM, T

NEBO SCHOOL DISTRICT, T

NO T ACAD FOR MATH ENGINEERING & SCIENCE (N AMES), T

NOAH WEBSTER ACADEM, T

NORTH DAVIS PREPARATOR ACADEM, T

NORTH SANPETE SCHOOL DISTRICT, T

NORTH STAR ACADEM, T

NORTH S MMIT SCHOOL DISTRICT, T

OD SSE CHARTER SCHOOL, T

OGDEN PREPARATOR ACADEM, T

OGDEN SCHOOL DISTRICT, T

OPEN CLASSROOM, T

OPEN HIGH SCHOOL OF TAH, T

OQ IRRH MO NTAIN CHARTER SCHOOL, T

PARADIGM HIGH SCHOOL, T

PARK CIT SCHOOL DISTRICT, T

PINNACLE CAN ON ACADEM, T

PI TE SCHOOL DISTRICT, T

PROVIDENCE HALL, T

PROVO SCHOOL DISTRICT, T

Q AIL R N PRIMAR SCHOOL, T

QEST ACADEM, T

RANCHES ACADEM, T

REAGAN ACADEM, T

RENAISSANCE ACADEM, T

RICH SCHOOL DISTRICT, T

ROCKWELL CHARTER HIGH SCHOOL, T

SALT LAKE ARTS ACADEM, T

SALT LAKE CENTER FOR SCIENCE ED CATION, T

SALT LAKE SCHOOL DISTRICT,  $\,\mathrm{T}$ 

SALT LAKE SCHOOL FOR THE PERFORMING ARTS, T

SAN J AN SCHOOL DISTRICT, T

SEVIER SCHOOL DISTRICT, T

SOLDIER HOLLOW CHARTER SCHOOL, T

SO TH SANPETE SCHOOL DISTRICT, T

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S CCESS SCHOOL, T

S MMIT ACADEM, T

S MMIT ACADEM HIGH SCHOOL, T

S RAC SE ARTS ACADEM, T

THOMAS EDISON - NORTH, T

TIMPANOGOS ACADEM, T

TINTIC SCHOOL DISTRICT, T

TOOELE SCHOOL DISTRICT, T

T ACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, T

INTAH RIVER HIGH, T

INTAH SCHOOL DISTRICT, T

TAH CONNECTIONS ACADEM, T

TAH CO NT ACADEM OF SCIENCE, T

TAH ELECTRONIC HIGH SCHOOL, T

TAH SCHOOLS FOR DEAF & BLIND, T

TAH STATE OFFICE OF ED CATION, T

TAH VIRT AL ACADEM, T

VENT RE ACADEM, T

VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOG, T

WALDEN SCHOOL OF LIBERAL ARTS, T

WASATCH PEAK ACADEM, T

WASATCH SCHOOL DISTRICT, T

WASHINGTON SCHOOL DISTRICT, T

WA NE SCHOOL DISTRICT, T

WEBER SCHOOL DISTRICT, T

WEILENMANN SCHOOL OF DISCOVER, T

#### **HIGHER EDUCATION**

ARGOS NIVERSIT

BATON RO GE COMM NIT COLLEGE, LA

BIRTHINGWA COLLEGE OF MIDWIFER

BL E MO NTAIN COMM NIT COLLEGE

BRIGHAM ONG NIVERSIT - HAWAII

CENTRAL OREGON COMM NIT COLLEGE

CENTENAR COLLEGE OF LO ISIANA

CHEMEKETA COMM NIT COLLEGE

CLACKAMAS COMM NIT COLLEGE

COLLEGE OF THE MARSHALL ISLANDS

COL MBIA GORGE COMM NIT COLLEGE

CONCORDIA NIVERSIT

GEORGE FOX NIVERSIT

KLAMATH COMM NIT COLLEGE DISTRICT

LANE COMM NIT COLLEGE

LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE

LINN-BENTON COMM NIT COLLEGE

LO ISIANA COLLEGE, LA

LO ISIANA STATE NIVERSIT

LO ISIANA STATE NIVERSIT HEALTH SERVICES

MAR LH RST NIVERSIT

MT. HOOD COMM NIT COLLEGE

M LTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NAT RAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE NIVERSIT

OREGON INSTIT TE OF TECHNOLOG

OREGON STATE NIVERSIT

OREGON NIVERSIT S STEM

PACIFIC NIVERSIT

PIONEER PACIFIC COLLEGE

PORTLAND COMM NIT COLLEGE

PORTLAND STATE NIVERSIT

REED COLLEGE

RESEARCH CORPORATION OF THE NIVERSIT OF HAWAII

ROG E COMM NIT COLLEGE

SO THEASTERN LO ISIANA NIVERSIT

SO THERN OREGON NIVERSIT (OREGON NIVERSIT S STEM)

SO THWESTERN OREGON COMM NIT COLLEGE

T LANE NIVERSIT

TILLAMOOK BA COMM NIT COLLEGE

MPO A COMM NIT COLLEGE

NIVERSIT OF HAWAII BOARD OF REGENTS

NIVERSIT OF HAWAII-HONOL L COMM NIT COLLEGE

NIVERSIT OF OREGON-GRAD ATE SCHOOL

NIVERSIT OF PORTLAND

NIVERSIT OF NEW ORLEANS

WESTERN OREGON NIVERSIT

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE NIVERSIT

XAVIER NIVERSIT

TAH S STEM OF HIGHER ED CATION, T

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TAH STATE NIVERSIT, T

WEBER STATE NIVERSIT, T

SO THERN TAH NIVERSIT, T

SNOW COLLEGE, T

DIXIE STATE COLLEGE, T

COLLEGE OF EASTERN TAH, T

TAH VALLE NIVERSIT, T

SALT LAKE COMM NIT COLLEGE, T

TAH COLLEGE OF APPLIED TECHNOLOG, T

### **STATE AGENCIES**

ADMIN. SERVICES OFFICE

BOARD OF MEDICAL EXAMINERS

HAWAII CHILD S PPORT ENFORCEMENT AGENC

HAWAII DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH S STEMS CORPORATION

OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OFFICE OF THE STATE TREAS RER

OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION

OREGON DEPARTMENT OF ED CATION

OREGON DEPARTMENT OF FORESTR

OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF ED CATION OREGON LOTTER

OREGON OFFICE OF ENERG

OREGON STATE BOARD OF N RSING

OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE

OREGON TO RISM COMMISSION

OREGON TRAVEL INFORMATION CO NCIL

SANTIAM CAN ON COMM NICATION CENTER

SEI LOCAL 503, OPE

SOH- J DICIAR CONTRACTS AND P RCH

STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII

STATE OF HAWAII

STATE OF HAWAII, DEPT. OF ED CATION

STATE OF LO ISIANA

STATE OF LO ISIANA DEPT. OF ED CATION

STATE OF LO ISIANA, 26<sup>TH</sup> J DICIAL DISTRICT ATTORNE

STATE OF TAH

N. THIS CERTIFICATE OF INSURAL SENTATIVE OR PRODUCER, AND THE CTANT: If the certificate holder is an ROGATION IS WAIVED, subject to the crificate does not confer rights to the ARSHUSAINC.		ND, EXTEND	OR ALTER	RIGHTS UPON THE CERTIFICATE I
Madelrhia DA 10100		NAME:	100	
III: PHILADELPHIA CERTSIPMARSH.COM 212-94	8-0360	E-MAIL ADORESS:		FAX (A/C, No):
61-All1-GAWU-20-21			INSURE	R(S) AFFORDING CO.
VOLL, INC.		INSURER A:	tavelers Prop. (	Casualty Co. of America
TN: ANDREW PIERCE 3S WATER ST.		INSURER B	ravelers Indemy	nity Co
O BOX 157 AST GREENVILLE DA 19941		INSURER D : N	TIOGRAE INSURANC	e Company Co dAm.:ra
		INSURER E : N	/A	
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ATI		IN IUII(JII F		REVISION
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RTIFICATE HOLDER		CANCELLATIO		The second secon
City of Charlotte Asto: Servetta N. Corothers Department of General Services - City Procurement		SHOULD ANY OF THE EXPIRATE ACCORDANCE V	F THE ABOVE ON DATE TO WITH THE POLI	DESCRIBED POLICIES BE CANCELLED BEFORE EREOF, NOTICE WILL BE DELIVERED IN CYPROVISIONS

AVYRORIZED REPRESENTATIVE



# Digital Contract Routing Form Digital Contract Routing Form

Date Submitted: May 25, 2021

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000608 Amendment #:5

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor #: 308719

# REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized The following signatures, once completed, shall be incorporated by reference into the contractual City individual with signature authority. The Routing Packet MUST include all required components per document identified above.

the direction provided at:

### **CITY OF CHARLOTTE:**

### **ACCOUNTS PAYABLE:**

Control Act.

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above ument has been preaudited in the manner required by the Local Government Budget and Fiscal

**City of Charlotte** 

esigned via SeamleseDocs.com
Victoria O. Johnson

Key: 66672682106208608604836acd966831

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:



# City of Charlotte Contract Document Routing Form Submission

This Contract Document Routing Form is required for all contract documents.

Department:

MUNIS Contract #:

Document Type:

<u>Citywide</u>	2020000608	<u>Amendment</u>
Vendor Name:		Amendment #
Knoll, Inc.		5
Contract Name:		
Citywide Furniture (City Dist. One CBI)		
Total Contract Value:	Value of Approval:	
\$3,756,280.36	\$0.00	
Year of Term:	Contract Term:	Routing Date:
Year 2 of 5	5 years plus two one-year renewals	5/6/2021
Does this document require Pre-Audit pe	r New Pre-Audit Requirements Memo	?
Refer to <b>Pre-Audit Guide</b> when determin	ing appropriate process.	
No Minimum Purchase Requirement		
Provide a brief explanation of the submis	ssion, including any special circumstan	ces that apply
The contract will provide furniture, instance office desks, chairs, bookcases, filling call issued a RFP on behalf of the OMNIA Papublic agencies to use our contract. This purchase through the authorized distributions.	binets, conference tables, and tanden rtners national cooperative program to contract is with the manufacturer an outor, One CBI. This amendment incor	n seating). City to allow other d the city will porates 2021
price adjustments and the Domestic (U.	S.) Procurement Preference clause. Ci	ty will not add
Primary Contact	Primary Contact Phone:	
Carothers, Genetta	(704) 336-5195	
	(***,**********************************	
Routing Contact	Routing Contact Phone:	
Carothers, Genetta	(704) 336-5195	
Required	Department Head Approval	
Department Head Signature:	Date Signed:	
eSigned via SeamlessDocs.com	05/25/2021	
Phil Reiger	03/23/2021	
Additional Department Signature: Key: fc@@Oboa	## SeamiesaDoca.com    Sumore	
	WITH A TOTAL VALUE OF \$50,000+:	
REQUIRED APPRO	DVAL PRIOR TO CITY MANAGER REVIEW Date Signed: 5/7/2021	
Status: <u>Approved</u>		

Contract#: 2020000608 Amendment#: 5 Vendor#: 308719

## STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

# FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Fifth Amendment") is made and entered into this 14th of May 2021, by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

### **Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products for the City of Charlotte.
- B. The parties amended the Contract to add the Islands Collection and incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the k. base product line.
- D. The parties amended the Contract to add the k. screen product line.
- E. The parties amended the Contract to incorporate a modification to the list of public agencies in Exhibit E.
- F. The parties now desire to amend the Contract to incorporate price adjustments and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

### **AGREEMENT**

- 1. The terms of the Contract are restated by and incorporated into this Fifth Amendment by reference.
- 2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the price adjustments in the 2021 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.5.
- 4. Exhibit D of the Contract ("Federal Contract Terms and Conditions) is hereby appended as follows:
  - 14. **Domestic (U.S.) Procurement Preference.** Knoll, Inc. should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction

Contract#: 2020000608 Amendment#: 5 Vendor#: 308719

materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2020000608 Amendment#: S Vendor#: 308719

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fifth Amendment to be executed as of the date first written above.

KNOLL,INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY: $B: \frac{1}{4.c.t.44 + 1/2.}$	BY:
(sig!J,((1ure) -	(signature)
PRJNT NAME: $4/\ldots$ $1n/l$ , $Jr$ $5/$ ; $1/$	PRINT NAME:
TITLE: Director of Government Jales	TITLE:
DATE: May 5 2001	DATE:

### KNOLL - CONTRACT 2020000608-5 EXHIBIT A.5 - PRICING SHEET

# 1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antenna Workspaces, Date: May 2021	68.5%	65.5%
Systems Furniture	AutoStrada, Date: May 2021	68.5%	65.5%
Systems Furniture	Currents, Date: May 2021	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: May 2021	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: May 2021	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: May 2021	68.5%	65.5%
Systems Furniture	Series 2, Date: May 2021	68.5%	65.5%
Freestanding Furniture	DatesWeiser, Date: July 2019	41.0%	38.0%
Freestanding Furniture	Islands Collection, Date: May 2021	57.5%	54.5%
Freestanding Furniture	k. base; k. stand Price List, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. bench, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. screen, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. stand, Date: May 2021	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: May 2021	59.5%	56.5%
Freestanding Furniture	KnollStudio Volume I, Date: May 2021	52.5%	49.5%
Freestanding Furniture	KnollStudio Volume II, Date: May 2021	52.5%	49.5%
Freestanding Furniture	LSM Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price list but discounts remained unchanged.	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price list but discounts remained unchanged.	57.0%	54.0%
Freestanding Furniture	Propeller Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price list but discounts remained unchanged.	52.5%	49.5%
Freestanding Furniture	Muuto, Date: Q2 2019	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date: May 2021	57.5%	54.5%
Freestanding Furniture	Tone, Date: May 2021	68.5%	65.5%
Freestanding Furniture	Upstart, Date: May 2021	68.5%	65.5%
Seating / Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: May 2021	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: May 2021	52.0%	49.0%
Soft Seating	k. lounge, Date: May 2021	57.0%	54.0%
Filing Systems, Storage & Equipment	Anchor, Date: May 2021	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: May 2021	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin, Date: May 2021	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: May 2021	68.5%	65.5%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY

### KNOLL - CONTRACT 2020000608-5 EXHIBIT A.5 - PRICING SHEET

2. FIXED HOURLY	RATE RA	NGE FO	R INSTAI	LATION	AND OT	HER AD	DITIONA	L SERVI	CES ANI	SOLUT	IONS BY	STATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	CT	DE	FL	GA	ні	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Expanded Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
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Asset Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
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Refurbishment	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted						
	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job						
FIXED HOURLY RA	TE RAN	GE FOR	INSTALL	ATION A	ND OTH	ER ADDI	TIONAL	SERVICI	ES AND S	SOLUTIO	NS BY S	TATE:			<u> </u>	<u> </u>				1		<u>.</u>		<u>.</u>	L
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ок	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	wv	WI	WY
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Expanded Installation - After Hours	\$106.08- \$141.42	\$106.08- \$141.43	\$106.08- \$141.44	\$106.08- \$141.45	\$106.08- \$141.46	\$106.08- \$141.47	\$106.08- \$141.48	\$106.08- \$141.49	\$106.08- \$141.50	\$106.08 \$141.51	\$106.08- \$141.52	\$106.08- \$141.53	\$106.08- \$141.54		\$106.08- \$141.56	\$106.08- \$141.57	\$106.08 \$141.58	\$106.08- \$141.59	\$106.08 \$141.60	\$106.08 \$141.61	\$106.08 \$141.62		\$106.08- \$141.64	\$106.08- \$141.65	\$106.08- \$141.66
					ı		005.55	607.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	607.55	\$87.55	\$87.55
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$67.33	\$67.55	\$67.55	Φ07.55	40,100									Φ07.55	\$87.55	Φ07.55	
Design Project Management	\$87.55 \$70.72- \$94.28	\$87.55 \$70.72- \$94.28	\$87.55 \$70.72- \$94.28	\$87.55 \$70.72- \$94.28	\$87.55 \$70.72- \$94.28	\$87.55 \$70.72- \$94.28	\$87.55 \$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28
	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-							\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-

### KNOLL - CONTRACT 2020000608-5 EXHIBIT A.5 - PRICING SHEET

2. UNION - FIXED	HOURLY I	RATE RAN	GE FOR I	NSTALLA	TION ANI	O OTHER A	ADDITION	AL SERVI	CES AND	SOLUTIO	NS BY ST	ATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	СТ	DE	FL	GA	ні	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
<u>Union Installation</u> -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
<u>Union Installation</u> -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted																								
	per job																								
UNION - FIXED I	HOURLY R	ATE RAN	GE FOR I	STALLA	TION AND	OTHER A	DDITION	AL SERVIC	CES AND	SOLUTIO	NS BY ST	ATE:													
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ок	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	wv	WI	WY
<u>Union Installation</u> -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Installation -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted																								
	per job																								

Contract#: 2020000608 Amendment#:6 Vendor#: 308719

# STATE OFN ORTHCAROLIN A COUNTY OFMECKLENBURG

# SIXTH AMENDMENTTO THE AGRE EMENTTOPROVIDE FURNITURE, INSTALLATION, ANDRELATEDPRODUCTS ANDS ERVICES

THIS SIXTH AMENDMENT TO THE AGRE EMENTTO PROVIDE FURNITURE, INSTALLATION, ANDRELATEDPRODUCTS ANDS ERVICES (this "Sixth Amendment") is made and entered into this of July 23, 2021 by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a Nolih Carolina municipal corporation (the "City").

### Statement ofBackground and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products for the City of Charlotte.
- B. The parties amended the Contract to add the Islands Collection and incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the k. base product line.
- D. The parties amended the Contract to add the k. screen product line.
- E. The parties amended the Contract to incorporate a modification to the list of public agencies in Exhibit E.
- F. The parties amended the Contract to incorporate price adjustments and the addition of the Domestic Procurement Preference clause to Exhibit D.
- G. The parties now desire to amend the Contract to incorporate price adjustments and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

### AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
- 2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the price adjustments in the 2021 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.6.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

{Signature Page Follows}

Contract#: 2020000608 Amendment#:6 Vendor#: 308719

IN **WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixth Amendment to be executed as of the date first written above.

KNOLL,INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY, /26-/) a (signefre)	BY:
PRINT NAME: <b>f?:ir,:r:</b> ()CL!lerra"ndro	PRINT NAME:
t,,it Cru nmenlC/.f	TITLE: DATE:



# Digital Contract Routing Form Non-Encumbered

Date Submitted: July 23, 2021

Submitted by: Brian Winegad Submitter email: brian.winegard@charlottenc.gov

Contract #: 2020000608 Amendment #:6

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc

Vendor #: 308719

### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized The following signatures, once completed, shall be into porated by reference into the contractual City individual with signature authority. The Routing Packet MUST include all required components per document identified above.

the direction provided at:

## **CITY OF CHARLOTTE:**

#### **ACCOUNTS PAYABLE:**

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above ument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**City of Charlotte** 

Signed via SeamlessDocs.cem

Brent Cagle

Key: 186121821 082081080604836a64961831

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

# KNOLL - CONTRACT 2020000608-6 EXHIBIT A.6 - PRICING SHEET

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antenna Workspaces, Date: May 2021	68.5%	65.5%
Systems Furniture	AutoStrada, Date: May 2021	68.5%	65.5%
Systems Furniture	Currents, Date: May 2021	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: May 2021	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: May2021	68.5%	65.5%
Systems Furniture	ReffProftles Vol!l: 28_3/8" Planning, Date: May2021	68.5%	65.5%
Systems Furniture	Series 2, Date: May 2021	68.5%	65.5%
Freestanding Furniture	DatesWeiser, Date: July 2019	410%	38.0%
Freestanding Furniture	Islands Collection, Date: May 2021	57.5%	54.5%
Freestanding Furniture	k base; k. stand Price List, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. bench, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. screen, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. stand, Date: May 2021	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: May 2021	59.5%	56.5%
Freestanding Furniture	KnollStudio Volume I, Date: May 2021	52.5%	49.5%
Freestanding Furniture	KnollStudio Volume II,Date: May 2021	52.5%	49.5%
Freestanding Furniture	LSM Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price tist but discounts remained unchanged.	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price list but discounts remained unchanged.	57.0%	54.0%
Freestanding Furniture	Propeller Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price List but discounts remained unchanged.	52.5%	49.5%
Freestanding Furniture	Muuto, Date: Q2 2021	23.0%	20.0%
Freestanding Furniture	Rock.veil Unscripted, Date: May 2021	57.5%	54.5%
Freestanding Furniture	Tone, Date: May 2021	68.5%	65.5%
Freestanding Furniture	Upstart, Date: May 2021	68.5%	65.5%
Seating/ Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: May 2021	59.5%	56.5%
Seating/ Chairs	Offtee Seating (Moment, Olio), Date: May2021	520%	49.0%
Soft Seating	k. lounge, Date: May 2021	57.0%	54.0%
Filing Systems, Storage & Equipment	Anchor, Date: May2021	68.5%	65.5%
Fiting Systems, Storage & Equipment	Cahbre, Date: May 2021	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin,Date: May 2021	68.5%	65.5%
Fiting Systems, Storage & Equipment	Template, Date: May 2021	68.5%	65.5%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal/ Replacement Parts	24 Response, Date May 2021	40.0%	n/a

### KNOLL - CONTRACT 2020000608-6 EXHIBIT A.6- PRICING SHEET

2. FIXED HOURLY	RATE RA	ANGE FC	R INSTA	LLATIO	N AND C	THER A	DDITION	IAL SER	VICES A	ND SOL	UTIONS	BY STA	TE:												
Additional Senices & Solutions	AL	AK	AZ	AR	CA	co	CT	DE	FL	GA	ні	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
Basic Installation - Normal Hours	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72 <b>\$94.28</b>	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28
Basic Installation - After Hours	\$106.08 \$141.42	\$106.08 \$141.43	\$106.08 \$141.44	\$106.08 \$141.45	\$106.08 \$141.46	\$106.08 \$141.47	\$106.08 \$141.48	\$106.08 \$141.49	\$106.08 \$141.50	\$106.08 \$141.51	\$106.08 \$141.52	\$106.08 \$141.53	\$106.08 \$141.54	\$106.08 \$141.55	\$106.08 \$141.56	\$106.08 \$141.57	\$106.08 \$141.58	\$106.08 \$141.59	\$106.08 \$141.60	\$106.03 \$141.6	\$106.00 \$141.62	\$106.08 \$141.63	\$106.08 \$141.64	\$106.00 \$141.60	\$106.08 \$141.66
Expanded Installation - Normal Hours	\$70.72- <b>\$94.28</b>	\$70.72- <b>\$94.28</b>	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- <b>\$94.28</b>	\$70.72- <b>\$94.28</b>	\$70.72- \$94.28	\$70.72- <b>\$94.28</b>	\$70.72- <b>\$94.28</b>	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- <b>\$94.28</b>	\$70.72- \$94.28	\$70.72- <b>\$94.28</b>	\$70.7 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72- <b>\$94.2</b> 8	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 <b>\$94.28</b>
Expanded Installation - After Hours	\$106.08 \$141.42	\$106.08 \$141.43	\$106.08 <b>\$141.44</b>	\$106.08 \$141.45	\$106.08 \$141.46	\$106.08 \$141.47	\$106.08 \$141.48	\$106.08 \$141.49	\$106.08 \$141.50	\$106.08 \$141.51	\$106.08 \$141.52	\$106.08 \$141.53	\$106.08 \$141.54	\$106.08 \$141.55	\$106.08 \$141.56	\$106.08 \$141.57	\$106.08 \$141.58	\$106.08 \$141.59	\$106.08 \$141.60	\$106.08 \$141.6	\$106.00 \$141.62	\$106.08 \$141.63	\$106.08 \$141.64	\$106.00 \$141.6	\$106.08 \$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project M rumgement	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.23	\$70.72 \$94.28
	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72	\$70.72-	\$70.72	\$70.72-	\$70.72	\$70.72-	\$70.72	\$70.72	\$70.72-	\$70.72	\$70.72	\$70.72	\$70.72	\$70.72	\$70.72	\$70.72
Asset Manngement	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.2	\$94.28
Refurbishment	Quoted per job	Quoted per job	Quoted perjob	Quoted per job	Quoted per job	Quoted <b>perjob</b>	Quoted per job	Quoted per job	Quoted per job	Quoted perjob	Quoted per job	Quoted <b>perjob</b>	Quoted <b>perjob</b>	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quote per job	Quote per jol	Quoted perjob	Quoted per job	Quote	Quoteo perjob
FIXED HOURLY R.	ATE RA	NGE FOI	R INSTAI	LATION	AND O	THERAD	DITIONA	LSERYI	CES ANI	SOLUT	TIONS B	Y STATE	:												
Additional Senices & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ОК	OR	PA	RI	SC	SD	TN	TX	UT	YT	VA	WA	wv	wı	WY
Basic Installation - Nom1alHours	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70,72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.23	\$70.72 \$94.28
Basic Installation - Afier Hours	\$106.08 \$141.42	\$106.08 \$141.43	\$106.08 \$141.44	\$106.08 \$141.45		\$106.08 \$141.47	\$106.08 \$141.48	\$106.08 \$141.49	\$106.08 \$141.50	\$106.08 \$141.51	\$106.08 \$141.52	\$106.08 \$141.53	\$106.08 \$141.54	\$106.08 \$141.55	\$106.08 \$141.56	\$106.08 \$141.57	\$106.08 \$141.58	\$106.08 \$141.59	\$106.08 \$141.60	\$106.00 \$141.6	\$106.00 \$141.60	\$106.08 \$141.63	\$106.08 \$141.64	\$106.00 \$141.6	\$106.08 \$141.66
Expanded Installntion - Normal Hours	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70,72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	- \$70.72 \$94.28	\$70.72 \$94.28
Expanded Installation - After Hours	\$106.08 \$141.42	\$106.08 \$141.43	\$106.08 \$141.44	\$106.08 \$141.45	\$106.08 \$141.46	\$106.08 \$141.47	\$106.08 \$141.48	\$106.08 \$141.49	\$106.08 \$141.50	\$106.08 \$141.51	\$106.08 \$141.52	\$106.08 \$141.53	\$106.08 \$14154	\$106.08 \$141.55	\$106.08 \$141.56	\$106.08 \$141.57	\$106.08 \$141.58	\$106.08 \$141.19	\$106.08 \$141.60	\$ 106.0 \$141.6	\$106.00 \$141.60	\$106.08 \$141.63	\$106.08 \$141.64	\$106.00 \$141.6	\$106.08 \$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project M nna!,'Cmcnt	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28
Assel M nnagement	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72- \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28	\$70.72 \$94.28
Refurbishment	Quoted per job	Quoted per job	Quoted perjob	Quoted per job	QuOLcd per job	Quoted per job	Quoted per job	Quoted perjob	Quoted per job	Quoted perjob	Quoted per job	Quoted per job	Quoted perjob	Quoted per job	Quoted per job	Quoted per job	Quotec per job	Quoted pcr,iob	Quoteo per job	Quoteo perjob	QuOle perjol	Quoteo per job	Quoted per job	Quoteo	Quote per job

### KNOLL-CONTRACT 2020000608-6 EXHIBIT A.6 - PRICING SHEET

2. UNION·FIXE	D HOURL	Y RAIEF	RANGEFO	DRINSTA	LLATIC	ON AND or	mmADDI	IIONAL S	SERVICI	ES AND	SOLUTIO	ONS BY	STAIB:												
Additional Services & Solutions	AL	AK	AZ	AR	CA	co	СТ	DE	FL	GA	НІ	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
lun1on Installation• Normal Hours		,	\$140.31 \$151.56			\$1403 ]. \$151.59									\$140.31 \$151.68			\$140.31 \$151.71	-		\$140.31 \$151.74	\$140.3 I \$15175		\$140.31 \$151.77	
Union <u>Installation•</u> After Hours	\$210.47- \$227.31	\$210.47 \$227.32	\$210.47 \$227.33	\$210.47 \$227.34	\$210.47 \$227.35	\$210.47 \$227.36	\$210.47 \$227.37	\$210.47 \$22738	\$210.47 \$22739	\$210.47 \$227.40	\$210.47 \$227.41	\$210.47 \$227.42	\$210.47 \$227.43	\$210.47 \$227.44	\$210.47 \$227.45		\$210.47 \$227.47	\$210.47 \$227.48				\$210.47 \$227.52			\$210.47 \$227.55
<u>Union</u> Project Management	,		\$140.31 \$151.56			\$140.31- \$151.59		\$140.31- \$151.61							\$140.31 \$151.68			\$140.31 \$151.71			\$140.31 \$151.74			\$140.31 \$151.77	
Union Asset Management	\$140.31- \$151.54	\$140.31 \$151.55	\$140.31 \$151.56	\$140.31 \$151.5		\$140.31- \$151.59	\$140.31 \$151.60		*		\$140.31 \$151.64		\$140.31 \$15166		\$140.31 \$151.68		\$140.31 \$151.70	\$140.31 \$151.71			\$140.31 \$151.74			\$140.31 \$151.77	
Refurbishment	Quoted per job      Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job					
UNION· F1.XID	HOURLY	/ RAIER	ANGEFO	R INSTA	LLATIO	N AND O	IBERAD	DIIIONAI	SffiVICE	ES AND S	SOLUTIO	NS BY S	TAIB:												
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	OK	OR	PA	RI	SC	SD	1N	TX	UT	VT	VA	WA	WV	WI	WY
Union <u>Installation</u> - Normal Hours	,		\$140.31 \$151.56			\$140.31- \$151.59			,		\$140.3 I \$151.64				,			\$140.Jl \$151.71							\$140.3 I- \$151.78
Union Installation• After Hours	\$210.47- \$227.31	\$210.47 \$227.32	\$210.47 \$227.33	\$210.47 \$227.34		\$210.47 \$227.36	\$210.47 \$22737	\$210.47 \$227.38	\$210.47 \$227.39	\$210.47 \$227.40	\$210.47 \$227.41	\$210.47 \$227.42	\$210.47 \$227.43	\$210.47 \$227.44	\$210.47 \$227.45		\$210.47 \$227.47	\$210.47 \$227.48				\$210.47 \$227.52			\$210.47 \$227.55
<u>Union</u> Project Management	\$140.31- \$151.54	\$140.31 \$151.55	\$140.3 I \$151.56		\$140.31 \$151.58	\$140.31- \$151.59	\$140.31 \$151.60	\$140.31- \$151.61	,	\$140.31 \$151.63		\$140.31 \$151.65	\$140.3 I \$151.66	\$140.31 \$151.67	\$140.31 \$151.68		\$140.3 I \$151.70	\$140.31 \$151.71	\$140.31 \$151.72		\$140.31 \$151.74				\$140.31- \$151.78
<u>Union</u> Asset Management	\$140.31- \$151.54	\$140.3 I \$151.55	\$140.3 I \$151.56	\$140.3 I \$151.57	*	\$140.31- \$151.59		\$140.31- \$151.61							\$140.31 \$15168	,	\$140.31 \$151.70	,						\$140.31 \$151.77	\$140.31- \$15178
Refurbishment	Quoted per job      Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	`	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job	Quoted per job					

Contract#: 2020000608 Amendment#: 7 Vendor#: 308719

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventh Amendment to be executed as of the date first written above.

KNOLL,INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY:WLY	BY:
(sign.#'ef	(signature)
PRINT NAME: $\underline{Bir}$ :: $\underline{r}$ $\underline{a!k.rtanj.o}$	PRINT NAME:
TITLE: <u>01 d(y</u> 'c£ <u>Gverr1 d/4</u> -	TITLE:
DATE:	DATE:



# Digital Contract Routing Form Non-Encumbered

Date Submitted: November 22, 2021

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000608 Amendment #: 7

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor #: 308719

### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized The following signatures, once completed, shall be into porated by reference into the contractual City individual with signature authority. The Routing Packet MUST include all required components per document identified above.

the direction provided at:

## **CITY OF CHARLOTTE:**

#### **ACCOUNTS PAYABLE:**

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above ument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**City of Charlotte** 

Brent Cagle

Key: 166(2)62(16208)08004836a6496b831

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

											1			

									·				

Contract#: 2020000608 Amendment#: 8 Vendor#: 308719

# STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

# EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATIOIN, AND RELATED PRODUCTS AND SERVICES

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 15th of March 2022, by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

## Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to add the Islands Collection and to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the k. base product line.
- D. The parties amended the Contract to add the k. screen product line.
- E. The parties amended the Contract to incorporate a modification to the list of public agencies in Exhibit E.
- F. The parties amended the Contract to incorporate price adjustments and the addition to the Domestic Procurement Preference clause in Exhibit D.
- G. The parties amended the Contract to replace the Commercial Non-Discrimination clause and Pricing Sheets to add product lines and to incorporate price adjustments.
- H. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

### AGREEME NT

- 1. The terms of the Contract are restated by and incorporated into this Eighth Amendment by reference.
- 2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the price adjustments in the February and March 2022 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.8.

Contract#: 2020000608 Amendment#: 8 Vendor#: 308719

- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect

[Signature Page Follows]

Contract#: 2020000608 Amendment#: 8 Vendor#: 308719

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eighth Amendment to be executed as of the date first written above.

KNOLL,INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY: H L)at l #JL (signa(ye)	BY:
PRINT NAME: <b>R-/4</b> , ; <i>J: /)allt-Yra11J11J</i>	PRINT NAME:
TITLE: <u>/.J/rr£/:,r</u> cf:-GwertJmed /4/:r	TITLE:
DATE: <u>2./;7/.j:</u> ;	DATE:



# Digital Contract Routing Form Non-Encumbered

Date Submitted: March 03, 2022

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000608 Amendment #:8

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor #: 308719

### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized The following signatures, once completed, shall be into porated by reference into the contractual City individual with signature authority. The Routing Packet MUST include all required components per document identified above.

the direction provided at:

## **CITY OF CHARLOTTE:**

#### **ACCOUNTS PAYABLE:**

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above ument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**City of Charlotte** 

Brent Cagle

Key: 166(2)62(16208)08004836a6496b831

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

### KNOLL - CONTRACT 2020000608-8 EXHIBIT A.8 - PRICING SHEET

# 1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antenna Workspaces, Date: February 2022	68.5%	65.5%
Systems Furniture	AutoStrada, Date: February 2022	68.5%	65.5%
Systems Furniture	Currents, Date: February 2022	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: February 2022	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: February 2022	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: February 2022	68.5%	65.5%
Systems Furniture	Series 2, Date: February 2022	68.5%	65.5%
Freestanding Furniture	Crinion Open Table Date: February 2022	59.5%	56.5%
Freestanding Furniture	DatesWeiser, Highline Collection Date: March 2022	41.0%	38.0%
Freestanding Furniture	DatesWeiser, Highline Vector, Date: March 2022	41.0%	38.0%
Freestanding Furniture	DatesWeiser, JD Collection Date: March 2022	41.0%	38.0%
Freestanding Furniture	Islands Collection, Date: February 2022	57.5%	54.5%
Freestanding Furniture	k. base; k. stand Price List, Date: February 2022	68.5%	65.5%
Freestanding Furniture	k. bench, Date: February 2022	68.5%	65.5%
Freestanding Furniture	k. screen, Date: February 2022	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: February 2022	59.5%	56.5%
Freestanding Furniture	KnollStudio Date: March 15, 2022	52.5%	49.5%
Freestanding Furniture	LSM Collection, Date: February 2022	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: February 2022	57.0%	54.0%
Freestanding Furniture	Propeller Collection, Date: February 2022	52.5%	49.5%
Freestanding Furniture	Muuto, Date: January Q1-2022	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date: February 2022	57.5%	54.5%
Freestanding Furniture	Tone, Date: February 2022	68.5%	65.5%
Freestanding Furniture	Upstart, Date: February 2022	68.5%	65.5%
Seating / Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: February 2022	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: February 2022	52.0%	49.0%
Soft Seating	k. lounge, Date: February 2022	57.0%	54.0%
Soft Seating	Pixel Lounge Date: February 2022	57.5%	54.5%
Filing Systems, Storage & Equipment	Anchor, Date: February 2022	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: February 2022	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin, Date: February 2022	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: February 2022	68.5%	65.5%

OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal / Replacement Parts	24 Response, Date February 2022	40.0%	n/a
3. FIXED RATE:			
Storage			\$1.65/sq ft.

### KNOLL - CONTRACT 2020000608-8 EXHIBIT A.8 - PRICING SHEET

2. FIXED HOURLY	RATE RA	ANGE FO	R INSTAI	LATION	AND OT	THER AD	DITIONA	L SERVI	CES ANI	SOLUT	IONS BY	STATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	СТ	DE	FL	GA	н	ID	IL	IN	IA	KS	КУ	LA	ME	MD	MA	MI	MN	MS	МО
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Expanded Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Asset Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Refurbishment	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job
FIXED HOURLY RA	TE RAN	GE FOR	INSTALL	ATION A	ND OTH	ER ADDI	TIONAL	SERVICI	ES AND S	SOLUTIO	NS BY S	ГАТЕ:	•	•			•		•	•	•		•	•	•
Additional Services & Solutions	МТ	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ок	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	wv	WI	WY
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
									6106.00	6106.00		*****	£107.00	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	#106.00	\$106.08-	\$106.08-
Expanded Installation - After Hours	\$106.08- \$141.42	\$106.08- \$141.43	\$106.08- \$141.44	\$106.08- \$141.45		\$106.08- \$141.47	\$106.08- \$141.48	\$106.08- \$141.49	\$106.08- \$141.50	\$106.08 \$141.51	\$106.08- \$141.52	\$106.08- \$141.53	\$106.08- \$141.54		\$141.56		\$141.58	\$141.59	\$141.60	\$141.61			\$106.08- \$141.64	\$141.65	\$141.66
•																			-						
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
After Hours Design	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55

### KNOLL - CONTRACT 2020000608-8 EXHIBIT A.8 - PRICING SHEET

2. UNION - FIXED	HOURLY I	RATE RAN	GE FOR I	INSTALLA	TION AN	OTHER A	ADDITION	AL SERVI	CES AND	SOLUTIO	NS BY ST	ATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	СТ	DE	FL	GA	н	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
<u>Union Installation</u> -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
<u>Union Installation</u> -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job
UNION - FIXED I	perjob pe																								
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ок	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	wv	WI	WY
Union Installation -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Installation -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job

Contract#: 2020000608 Amendment#: 9 Vendor#: 308719

# STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

# NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 1st of January 2023, by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

## Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to add the Islands Collection and to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the k. base product line.
- D. The parties amended the Contract to add the k. screen product line.
- E. The parties amended the Contract to incorporate a modification to the list of public agencies in Exhibit E.
- F. The parties amended the Contract to incorporate price adjustments and the addition to the Domestic Procurement Preference clause in Exhibit D.
- G. The parties amended the Contract to replace the Commercial Non-Discrimination clause and Pricing Sheets to add product lines and to incorporate price adjustments.
- H. The parties amended the Contract to replace the Pricing Sheets due to price adjustments.
- I. The parties now desire to amend the Contract to make adjustments to pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

### AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.
- 2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to price adjustments in the October 3, 2022 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.9.

KNOLL, INC. AMENDMENT NINE

Contract#: 2020000608 Amendment#: 9 Vendor#: 308719

- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 202000608 Amendment#: 9 Vendor#: 308719

**IN WITNESS WHEREOF,** and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Ninth Amendment to be executed as of the date first written above.

KNOLL, INC.	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY: DocuSigned by:  Andrew fiere  3CEF16E7D6504D4	BY:
(signature)	(signature)
PRINT NAME:Andrew Pierce	PRINT NAME:
TITLE:Director, Contracting	TITLE:
DATE:	DATE:



# Digital Contract Routing Form Non-Encumbered

Date Submitted: November 07, 2022

Submitted by: Lenore Bishop Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2020000608 Amendment #:9

Contract Name: Citywide Furniture

Vendor Legal Name: Knoll, Inc

Vendor #: 308719

### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized The following signatures, once completed, shall be incorporated by reference into the contractual City individual with signature authority. The Routing Packet MUST include all required components per document identified above.

the direction provided at:

## **CITY OF CHARLOTTE:**

#### **ACCOUNTS PAYABLE:**

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above ument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**City of Charlotte** 

Srent Cagle

Key: f66f2b82106208b08604836a6d96b831

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

### KNOLL - CONTRACT 2020000608-9 EXHIBIT A.9 - PRICING SHEET

# 1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antenna Workspaces, Date: October 2022	68.5%	65.5%
Systems Furniture	AutoStrada, Date: October 2022	68.5%	65.5%
Systems Furniture	Currents, Date: October 2022	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: October 2022	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: October 2022	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: October 2022	68.5%	65.5%
Systems Furniture	Series 2, Date: October 2022	68.5%	65.5%
Freestanding Furniture	Crinion Open Table Date: October 2022	59.5%	56.5%
Freestanding Furniture	DatesWeiser, Highline Collection Date: October 2022	41.0%	38.0%
Freestanding Furniture	DatesWeiser, Highline Vector, Date: October 2022	41.0%	38.0%
Freestanding Furniture	DatesWeiser, JD Collection Date: October 2022	41.0%	38.0%
Freestanding Furniture	Islands Collection, Date: October 2022	57.5%	54.5%
Freestanding Furniture	k. base; k. stand Price List, Date: October 2022	68.5%	65.5%
Freestanding Furniture	k. bench, Date: October 2022	68.5%	65.5%
Freestanding Furniture	k. screen, Date: October 2022	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: October 2022	59.5%	56.5%
Freestanding Furniture	KnollStudio Date: October 2022	52.5%	49.5%
Freestanding Furniture	LSM Collection, Date: October 2022	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: October 2022	57.0%	54.0%
Freestanding Furniture	Propeller Collection, Date: October 2022	52.5%	49.5%
Freestanding Furniture	Muuto, Date: September Q3-2022	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date: October 2022	57.5%	54.5%
Freestanding Furniture	Tone, Date: October 2022	68.5%	65.5%
Freestanding Furniture	Upstart, Date: October 2022	68.5%	65.5%
Seating / Chairs	Office Seating (Newson Task Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: October 2022	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: October 2022	52.0%	49.0%
Soft Seating	k. lounge, Date: October 2022	57.0%	54.0%
Soft Seating	Pixel Lounge Date: October 2022	57.5%	54.5%
Filing Systems, Storage & Equipment	Anchor, Date: October 2022	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: October 2022	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin, Date: October 2022	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: October 2022	68.5%	65.5%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal / Replacement Parts	24 Response, Date October 2022	40.0%	n/a

### KNOLL - CONTRACT 2020000608-9 EXHIBIT A.9 - PRICING SHEET

2. FIXED HOURLY I	RATE RA	NGE FO	R INSTAI	LATION	AND OT	HER AD	DITIONA	L SERVI	CES ANI	SOLUT	IONS BY	STATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	CT	DE	FL	GA	н	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Expanded Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Asset Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Refurbishment	Quoted     Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted										
	per job    per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job										
FIXED HOURLY RA	TE RAN	GE FOR I	INSTALL	ATION A	ND OTH	ER ADDI	TIONAL	SERVICI	ES AND S	OLUTIC	NS BY S	ГАТЕ:													
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	ОК	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	wv	WI	WY
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Basic Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Expanded Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Expanded Installation -	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55
Project Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Asset Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-
	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28
Refurbishment	Quoted     Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted										
	per job    per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job										

### KNOLL - CONTRACT 2020000608-9 EXHIBIT A.9 - PRICING SHEET

2. UNION - FIXED	HOURLY F	RATE RAN	GE FOR I	NSTALLA	TION AN	OTHER A	ADDITION	AL SERVI	CES AND	SOLUTIO	NS BY ST	ATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	CT	DE	FL	GA	ні	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	МО
<u>Union Installation</u> -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-		\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68		\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
<u>Union Installation</u> -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-		\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68		\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68	\$151.69	\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted per	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
	job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job
UNION - FIXED	HOURLY R	ATE RAN	GE FOR II	NSTALLA	ΓΙΟΝ ANI	OTHER A	DDITION	AL SERVIO	CES AND	SOLUTIO	NS BY STA	TE:	_	-			_		_	-	-		_	•	_
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
<u>Union Installation</u> -	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	4-10-0	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Normal Hours	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68		\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
<u>Union Installation</u> -	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-	\$210.47-
After Hours	\$227.31	\$227.32	\$227.33	\$227.34	\$227.35	\$227.36	\$227.37	\$227.38	\$227.39	\$227.40	\$227.41	\$227.42	\$227.43	\$227.44	\$227.45	\$227.46	\$227.47	\$227.48	\$227.49	\$227.50	\$227.51	\$227.52	\$227.53	\$227.54	\$227.55
Union Project	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-		\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68		\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Union Asset	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-		\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-	\$140.31-
Management	\$151.54	\$151.55	\$151.56	\$151.57	\$151.58	\$151.59	\$151.60	\$151.61	\$151.62	\$151.63	\$151.64	\$151.65	\$151.66	\$151.67	\$151.68		\$151.70	\$151.71	\$151.72	\$151.73	\$151.74	\$151.75	\$151.76	\$151.77	\$151.78
Refurbishment	Quoted per	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
	job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job

File #: 23-2274, Version: 1											
9/21/2023	1	Board of Commissioners	refer	Pass							

File #: 23-2274, Version: 1											
9/21/2023	1	Board of Commissioners	refer	Pass							

Contract#: 2020000608 Amendment#: 11 Vendor#: 10719

## STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

# ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

#### Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to add the Islands Collection and to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the k. base product line.
- D. The parties amended the Contract to add the k. screen product line.
- E. The parties amended the Contract to incorporate a modification to the list of public agencies in Exhibit E.
- F. The parties amended the Contract to incorporate price adjustments and the addition to the Domestic Procurement Preference clause in Exhibit D.
- G. The parties amended the Contract to replace the Commercial Non-Discrimination clause and Pricing Sheets to add product lines and to incorporate price adjustments.
- H. The parties amended the Contract to replace the Pricing Sheets due to price adjustments.
- The parties amended the Contract to make adjustments to pricing and to incorporate certain other changes.
- J. The parties amended the Contract to add the Knoll Textiles product line and to incorporate certain other changes.
- K. The parties now desire to amend the Contract to make adjustments to pricing, discontinue/removal of Currents, Crinion Open Table, Upstart, and k. task seating, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

KNOLL, INC. AMENDMENT ELEVEN

Contract#: 2020000608 Amendment#: 11 Vendor#: 10719

#### AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
- 2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety due to the addition of a product line which are attached hereto as Exhibit A.11.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

KNOLL, INC. AMENDMENT ELEVEN

Contract#: 2020000608 Amendment#: 11 Vendor#: 10719

• IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

KNULL, INC:	CITY OF CHARLOTTE: CITY MANAGER'S
DocuSigned by:	OFFICE
BY: Jay lanenga	BY: See Attachment Below
(Signature)	(Signature)
PRINT NAME:	PRINT NAME:
TITLE: Senior Director of Contracts	TITLE:
DATE:	DATE:



### Digital Contract Routing Form Non-Encumbered

Date Submitted: December 21, 2023

Submitted by: Angelica Witherell Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000608 Amendment #: 11

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor #: 308719

#### REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte



#### KNOLL - CONTRACT 2020000608-11 EXHIBIT A.11 - PRICING SHEET

Contract#: 2020000608 Amendment#: 7 Vendor#: 10719

# 1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS

CATEGORY	VERIFIA BLE MANUFACTURER'S LIST PRICE CATALOG AND	DROP SHIP	INSIDE DELIVERY
Systems Furniture	DATE Antenna Workspaces, Date: July 2023	68.5%	65.5%
Systems Furniture	AutoStrada. Date: July 2023	68.5%	65.5%
Systems Furniture	Currents, DISCONTINUED	176	
Systems Furniture	Dividends Horizon. Date: July 2023	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: July 2023	68.5%	65.5%
Systems Furniture	ReffPro.iles Vol II: 28_3/8" Planning, Date: July 2023	68.5%	65.5%
Systems Furniture	Series 2. Date: July 2023	68.5%	65.5%
Freestanding Furniture	Crinion Open Table DISCONTINUED		
Freestanding Furniture	DatesWeiser, Highline Collection Date: July 2023	41.0%	38,0%
Freestanding Furniture	DatesWeiser, Highline Vector, Date: July 2023	41.0%	38,0%
Freestanding Furniture	Dates Weiser. JD Collection Date: July 2023	41.0%	38.0%
Freestanding Furniture	Islands Collection. Date: July 2023	57.5%	54.5%
Freestanding Furniture	k. base: k. stand Price List, Date: July 2023	68.5%	65.5%
Freestanding Furniture	k. bench. Date: July 2023	68.5%	65.5%
Freestanding Furniture	k. screen. Date: July 2023	68.5%	65.5%
Freestanding Furniture	KnollExtra. Date: July 2023	59.5%	56.5%
Freestanding Furniture	KnollStudio Date: July 2023	52.5%	49.5%
Freestanding Furniture	LSM Collection. Date: July 2023	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: July 2023	57.0%	54.0%
Freestanding Furniture	Propeller Collection. Date: July 2023	52.5%	49.5%
Freestanding Furniture	Muuto. Date: July 2023	23.0%	20 0%
Freestanding Furniture	Rock: well Unscripted. Date: July 2023	57.5%	54.5%
Freestanding Furniture	Tone, Date: July 2023	68.5%	65.5%
Freestanding Furniture	Upstart, DISCONTINUED	100	Wat.
Seating / Chairs	Office Seating (Newson Task Seating, Remix, Life, Generation, Regeneration, Multigeneration). Date: July 2023	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: July 2023	52.0%	49 0%
Soft Seating	k. lounge, Date: July 2023	57.0%	54.0%
Soft Seating	Pixel Lounge Date: July 2023	57.5%	54.5%
Filing Systems, Storage & Equipment	Anchor. Date: July 2023	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: July 2023	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin, Date: July 2023	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: July 2023	68.5%	65.5%

KNOLL - CONTRACT 2020000608-11 EXHIBIT A.11 - PRICING SHEET Contract#: 2020000608 Amendment#: 7 Vendor#: 20729

OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal / Replacement Parts	24 Response, Date Jul y 2023	40.0%	n/a
Knoll Textiles	USA & Canada Price List 2023	50.0%	n/a
3. FIXED RATE:			
Storage			\$1.65/sq ft.

Contract#: 2020000608 Amendment#: 7 Vendor#: 20729

KNOLL - CONTRACT 2020000608-11 EXHIBIT A.11 - PRICING SHEET

2. FIXED HOURLY F	RATE RA	NGE FOI	R INSTAI	LLATION	AND OT	THER AD	DITION	AL SERV	ICES AN	D SOLUT	TIONS B	STATE	:																				
Additional Services & Solutions	AL	AK	AZ	AR	CA	co	CT	DE	FL	GA	н	ID	п	IN	LA	KS	KY	LA	ME	MD	MA	МІ	MN	MS	МО								
Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-								
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28								
Basic Installation -	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08		\$106.08-	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-								
After Hours	\$141.42	\$141.43	\$141.44	\$141.45	\$141.46	\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66								
Expanded Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-								
Normal Hours	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28								
Expanded Installation -	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08-	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08	\$106.08-	\$106.08	\$106.08	\$106.08	\$106.08-	\$106.08-	\$106.08-	\$106.08-								
After Hours	\$141.42	\$141.43	\$141.44			\$141.47	\$141.48	\$141.49	\$141.50	\$141.51	\$141.52	\$141.53	\$141.54	\$141.55	\$141.56	\$141.57	\$141.58	\$141.59	\$141.60	\$141.61	\$141.62	\$141.63	\$141.64	\$141.65	\$141.66								
Design	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55	\$87.55								
Project Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-								
Project Management	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28								
Asset Management	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-								
Asset Management	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28	\$94.28								
Refurbishment	Quoted  Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted																					
Returbishment	per job   per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job	per job																					
FIXED HOURLY RA	TE RAN	GE FOR I	INSTALL	ATION A	ND OTH	ER ADDI	TIONAL	SERVIC	ES AND	SOLUTIO	ONS BY S	TATE:									-74	FIXED HOURLY RATE RANCE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:											
Additional Services	1.57	100	277	277		277		27.0	200	077	077	on	-	D.	00	cm		7777			***	****	****	***									
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY								
	MT \$70.72-	NE \$70.72-	NV \$70.72-	NH \$70.72-	NJ \$70.72-	NM \$70.72-	NY \$70.72-	NC \$70.72-	ND \$70.72-	OH \$70.72-	OK \$70.72-	OR \$70.72-	PA \$70.72-	RI \$70.72-	SC \$70.72-	SD \$70.72-	TN \$70.72-	TX \$70.72-	UT \$70.72-	VT \$70.72-	VA \$70.72-	WA \$70.72-	WV \$70.72-	WI \$70.72-	WY \$70.72-								
& Solutions	5115(5)	(A) (A)	(202)	35,35500	000000	50.50.50.5	(F115)	052555	10.000	/5.55		(5,55)	200000	Andrew C	15.15.4	(S).	220	575,550	/.6/5	1.151.00	10001000	50000	05/50/05/0		10000								
& Solutions Basic Installation -	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72- \$94.28	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72-	\$70.72- \$94.28	\$70.72-	\$70.72- \$94.28	\$70.72-								
& Solutions Basic Installation - Normal Hours Basic Installation -	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28								
& Solutions Basic Installation - Normal Hours Basic Installation -	\$70.72- \$94.28 \$106.08- \$141.42	\$70.72- \$94.28 \$106.08-  \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08-																				
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours	\$70.72- \$94.28 \$106.08- \$141.42	\$70.72- \$94.28 \$106.08- \$141.43	\$70.72- \$94.28 \$106.08- \$141.44	\$70.72- \$94.28 \$106.08- \$141.45	\$70.72- \$94.28 \$106.08- \$141.46	\$70.72- \$94.28 \$106.08- \$141.47	\$70.72- \$94.28 \$106.08- \$141.48	\$70.72- \$94.28 \$106.08- \$141.49	\$70.72- \$94.28 \$106.08- \$141.50	\$70.72- \$94.28 \$106.08- \$141.51	\$70.72- \$94.28 \$106.08- \$141.52	\$70.72- \$94.28 \$106.08- \$141.53	\$70.72- \$94.28 \$106.08- \$141.54	\$70.72- \$94.28 \$106.08- \$141.55	\$70.72- \$94.28 \$106.08- \$141.56	\$70.72- \$94.28 \$106.08- \$141.57	\$70.72- \$94.28 \$106.08- \$141.58	\$70.72- \$94.28 \$106.08- \$141.59	\$70.72- \$94.28 \$106.08- \$141.60	\$70.72- \$94.28 \$106.08- \$141.61	\$70.72- \$94.28 \$106.08- \$141.62	\$70.72- \$94.28 \$106.08- \$141.63	\$70.72- \$94.28 \$106.08- \$141.64	\$70.72- \$94.28 \$106.08- \$141.65	\$70.72- \$94.28 \$106.08- \$141.66								
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation -	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72-								
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28								
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation -	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08-	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08-								
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours Expanded Installation - After Hours Design	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72- \$94.28 \$106.08- \$141.60	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66								
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58 \$87.55	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72- \$94.28 \$106.08- \$141.60 \$87.55	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55								
& Solutions Basic Installation - Normal Hours Basic Installation Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours Design Project Management	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72- \$94.28 \$106.08- \$141.60 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55 \$70.72-								
& Solutions Basic Installation - Normal Hours Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours Expanded Installation - After Hours Design	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72- \$94.28 \$106.08- \$141.60 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55 \$70.72- \$94.28								
& Solutions Basic Installation Normal Hours Basic Installation After Hours Expanded Installation Normal Hours Expanded Installation After Hours Design Project Management Asset Management	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.54 \$70.72- \$94.28 \$106.08- \$141.54 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.58 \$70.72- \$94.28 \$106.08- \$141.58 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.60 \$70.72- \$94.28 \$106.08- \$141.60 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55 \$70.72- \$94.28 \$70.72-	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55 \$70.72- \$94.28 \$70.72-								
& Solutions Basic Installation - Normal Hours Basic Installation Basic Installation - After Hours Expanded Installation - Normal Hours Expanded Installation - After Hours Design Project Management	\$70.72- \$94.28 \$106.08- \$141.42 \$70.72- \$94.28 \$106.08- \$141.42 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.43 \$70.72- \$94.28 \$106.08- \$141.43 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.44 \$70.72- \$94.28 \$106.08- \$141.44 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.45 \$70.72- \$94.28 \$106.08- \$141.45 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.46 \$70.72- \$94.28 \$106.08- \$141.46 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.47 \$70.72- \$94.28 \$106.08- \$141.47 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.48 \$70.72- \$94.28 \$106.08- \$141.48 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.49 \$70.72- \$94.28 \$106.08- \$141.49 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.50 \$70.72- \$94.28 \$106.08- \$141.50 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.51 \$70.72- \$94.28 \$106.08- \$141.51 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.52 \$70.72- \$94.28 \$106.08- \$141.52 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.53 \$70.72- \$94.28 \$106.08- \$141.53 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08 \$141.54 \$70.72- \$94.28 \$106.08 \$141.54 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.55 \$70.72- \$94.28 \$106.08- \$141.55 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.56 \$70.72- \$94.28 \$106.08- \$141.56 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.57 \$70.72- \$94.28 \$106.08- \$141.57 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08 \$141.58 \$70.72- \$94.28 \$106.08 \$141.58 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.59 \$70.72- \$94.28 \$106.08- \$141.59 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08 \$141.60 \$70.72- \$94.28 \$106.08 \$141.60 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.61 \$70.72- \$94.28 \$106.08- \$141.61 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.62 \$70.72- \$94.28 \$106.08- \$141.62 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.63 \$70.72- \$94.28 \$106.08- \$141.63 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.64 \$70.72- \$94.28 \$106.08- \$141.64 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.65 \$70.72- \$94.28 \$106.08- \$141.65 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28	\$70.72- \$94.28 \$106.08- \$141.66 \$70.72- \$94.28 \$106.08- \$141.66 \$87.55 \$70.72- \$94.28 \$70.72- \$94.28								

KNOLL, INC. AMENDMENT ELEVEN 6

KNOLL -CONTRACT 2020000608-11 EXHIBIT A.11 -PRICING SHEET Contract#: 2020000608 Amendment#: 7 Vendor#: 10719

2. UNION - FIXED		CATE RAN	GE FOR I	NSTALL!	ATION AN	D OTHER	ADDITIO	NAL SERV	TCES AN	D SOLUTI	ONS BY S	TATE:													
Additional Services & Solutions	AL	AK	AZ	AR	CA	со	CT	DE	FL	GA	н	ID	П	IN	IA	KS	KY	LA	ME	MD	MA	МІ	MN	MS	МО
Union Installation - Normal Hours	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57		\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61		\$140.31- \$151.63			\$140.31- \$151.66					\$140.31- \$151.71			\$140.31- \$151.74		\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Union Installation - After Hours	\$210.47- \$227.31	\$210.47- \$227.32	\$210.47- \$227.33	\$210.47- \$227.34	\$210.47- \$227.35	\$210.47- \$227.36	\$210.47- \$227.37	\$210.47- \$227.38		\$210.47- \$227.40	\$210.47- \$227.41	\$210.47- \$227.42	\$210.47- \$227.43	\$210.47- \$227.44	\$210.47- \$227.45	\$210.47- \$227.46		\$210.47- \$227.48		\$210.47- \$227.50	\$210.47- \$227.51	\$210.47- \$227.52	\$210.47- \$227.53	\$210.47- \$227.54	\$210.47- \$227.55
<u>Union</u> Project Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57		\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63			\$140.31- \$151.66			\$140.31- \$151.69		\$140.31- \$151.71			\$140.31- \$151.74		\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Union Asset Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66			\$140.31- \$151.69		\$140.31- \$151.71		\$140.31- \$151.73	\$140.31- \$151.74		\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Refurbishment	Quoted per job	Quoted per job																							
UNION - FIXED	HOURLY R	ATE RAN	GE FOR I	NSTALLA	TION AN	D OTHER	ADDITION	NAL SERV	ICES ANI	SOLUTIO	ONS BY S	TATE:		***											
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	ОН	OK	OR	PA	RI	sc	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
Union Installation - Normal Hours	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64		\$140.31- \$151.66		\$140.31- \$151.68			\$140.31- \$151.71		\$140.31- \$151.73	\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Union Installation - After Hours	\$210.47- \$227.31	\$210.47- \$227.32	\$210.47- \$227.33	\$210.47- \$227.34	\$210.47- \$227.35	\$210.47- \$227.36	\$210.47- \$227.37	\$210.47- \$227.38		\$210.47- \$227.40	\$210.47- \$227.41	\$210.47- \$227.42	\$210.47- \$227.43		\$210.47- \$227.45			\$210.47- \$227.48		\$210.47- \$227.50	\$210.47- \$227.51	\$210.47- \$227.52	\$210.47- \$227.53	\$210.47- \$227.54	\$210.47- \$227.55
<u>Union</u> Project Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65	\$140.31- \$151.66		\$140.31- \$151.68		\$140.31- \$151.70	\$140.31- \$151.71	\$140.31- \$151.72		\$140.31- \$151.74	\$140.31- \$151.75	\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Union Asset Management	\$140.31- \$151.54	\$140.31- \$151.55	\$140.31- \$151.56	\$140.31- \$151.57	\$140.31- \$151.58	\$140.31- \$151.59	\$140.31- \$151.60	\$140.31- \$151.61	\$140.31- \$151.62	\$140.31- \$151.63	\$140.31- \$151.64	\$140.31- \$151.65			\$140.31- \$151.68	\$140.31- \$151.69	\$140.31- \$151.70	\$140.31- \$151.71		\$140.31- \$151.73	\$140.31- \$151.74		\$140.31- \$151.76	\$140.31- \$151.77	\$140.31- \$151.78
Refurbishment	Quoted per job	Quoted per job		Quoted per job		Quoted per job																			

KNOLL, INC. AMENDMENT ELEVEN 7

KNOLL - CONTRACT 2020000608-11 EXHIBIT A.11 - PRICING SHEET Contract#: 2020000608 Amendment#: 7 Vendor#: 10719

3. FIXED MONTHLY RATE FOR STORAGE							
Standard Fixed Monthly Rate							
\$1.65/pg \$4							

### 4. PRICING INCENTIVES AND REBATES:

Company must define the tier and add rows as required.
Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria below:

Incentives / Rebates Description	Amount or Percentage
N/A	N/A
	İ



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2023

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

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

PRODUCER		CONTACT NAME: Carolyn Schultz						
Arthur J. Gallagher Risk Manager 300 Ottawa NW	ment Services, LLC	PHONE (A/C, No. Ext): 616-233-0910	FAX (A/C, No): 616-233-0923					
Suite 301		E-MAIL ADDRESS: carolyn_schultz@ajg.com	To be a second or					
Grand Rapids MI 49503		INSURER(S) AFFORDING CO	VERAGE NAIC#					
		INSURER A: XL Insurance America, Inc.	24554					
INSURED	HERMMIL-02	INSURER B: The Travelers Indemnity Con	npany of CT 25682					
Knoll Inc. 1235 Water St		INSURER c : Standard Fire Insurance Com	npany 19070					
PO Box 157		INSURER D: Everest National Insurance C	Company 10120					
East Greenville PA 18041		INSURER E:	XX 49					
		INSURER F:						
COVERACES	CERTIFICATE MUMPER, 207247020	DEVIC	ION NUMBER:					

#### COVERAGES CERTIFICATE NUMBER: 297217832 REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
В	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	HC2EGLSA9P53026ATCT23	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000
	X Contractual Liab					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 4,000,000
	X POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY		HC2ECAP9P530258TCT23	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X Hired Phydmg						\$
)	X UMBRELLALIAB X OCCUR		XC8CU00048231	6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED X RETENTION\$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB4T50865923NCT	6/1/2023	6/1/2024	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Global Property "All Risk" Incl Business Income		US00117039PR23A	6/1/2023	6/1/2024	\$5,000,000 Unnamed Locations	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract #2020000608 - FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

City of Charlotte is included as an additional insured on the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
City of Charlotte	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
600 East 4th Street, Charlotte NC 28202	AUTHORIZED REPRESENTATIVE