MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
March 25, 2021

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Mandatory Referral for Right-of-Way Abandonment of Vaughn Street (Planning)
2. Purchase of Office Furniture (Police)
3. Purchase of Radar Units (Police)
4. Approval of use of Competitive Sealed Proposals for Professional Collection Services (Purchasing)
5. Asphalt and Concrete Purchase Report (Street)
6. Main Street Banner Request: Historic Downtown Square Christmas Tree Lighting Celebration November 23 – December 3, 2021 (Street)
7. Vehicle Purchase Contract Amendment (Water Resources)

Minutes

8. Approval of City Council Minutes February 4, 2021 – March 11, 2021 (City Recorder)

Old Business

Ordinance

Land Use matters

9. Rezoning Property Along W Thompson Lane (Planning)
    a. First Reading: Ordinance 20-OZ-45

New Business

Ordinance

10. Ordinance 21-O-04: FY21 Budget Amendment Ordinance (Administration)

Land Use Matters

Ordinance

11. Rezoning Property Along South Bilbro Avenue (Planning)
    a. Public Hearing: Rezone approximately 1.28 acres
    b. Ordinance 21-OZ-03

12. Sewer Allocation Variance along Old Salem Road for The Journey Home (Planning)

On Motion

13. Amendment to Existing Contract for Impact Fees (Administration)
14. Contract with Quadrex Aviation LLC. for Airport Safety and Capacity Study (Airport)
15. 2019 Planning Grant Subrecipient Agreement (Community Development)
16. Chaffin Place Improvements – Professional Services Agreement (Engineering)
17. Acquisition of Right of Way and Easements for Warrior Drive (Engineering)
18. Final Change Order for Robert Rose Drive-Right Turn Lane (Engineering)
19. Insurance Brokerage and Risk Management Services (Legal)
20. Agreement for Fencing Installation and Relocation at Miller Coliseum & Caroline Farms (Project Development)
21. Guardrail Replacement (Street)
22. Purchase of Rock Salt (Street)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title:	Mandatory Referral for Right-of-Way Abandonment of Vaughn Street
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to abandon a portion of Vaughn Street right-of-way.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 3, 2021.

Background Information

In this mandatory referral [2021-704], Council is being asked to consider abandoning an approximately 575 linear-foot portion of Vaughn Street right-of-way (ROW) containing ±0.48 acres. This section of ROW is located east of South Highland Avenue and south of East Castle Street within the Murfreesboro Housing Authority's Parkside Apartment complex. The ROW is currently being used for parking and drive aisle access with various utility lines. This segment of right-of-way appears to always have been treated as a private street since its establishment in the 1950s. The Housing Authority is now preparing for the reconstruction of Parkside Apartments. Federal financing is being held up by the existence of this ROW within MHA's property. It should be noted that this request does not impact the segment of Vaughn Street west of South Highland Avenue.

The Planning Commission conducted a public hearing on this matter on March 3rd and then recommended approval subject to the following conditions:

1. A temporary public utility and drainage easement in the abandonment area shall be dedicated concurrently with the recording of the ROW abandonment.
2. The right-of-way abandonment and temporary public utility and drainage easement dedication shall be subject to the final approval of the legal instruments by the City Legal Department. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
3. A quitclaim deed transferring the subject ROW shall be executed and recorded.

4. Once final utility locations are determined with the final redesign of the Parkside Apartment complex, new public utility easement(s) shall be dedicated in the proper location(s) to meet the needs of the various utility companies with any obsolete easements be abandoned concurrently. Approval of this request includes approval of any future easement abandonments and dedications, as determined necessary by City Staff.
5. All recording fees shall be paid by the applicant.

Council Priorities Served

Improve Economic Development

The abandonment of the subject right-of-way will help facilitate the redevelopment of the Murfreesboro Housing Authority's Parkside apartment complex.

Establish Strong City Brand

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, relinquishing its rights to surplus right-of-way so that property owners can more fully enjoy and utilize their property.

Attachments:

1. Staff comments from 03/03/2021 Planning Commission meeting
2. Memorandum from Staff summarizing feedback from various departments and utilities
3. Miscellaneous exhibits from applicant

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MARCH 3, 2021
PROJECT PLANNER: HOLLY SMYTH

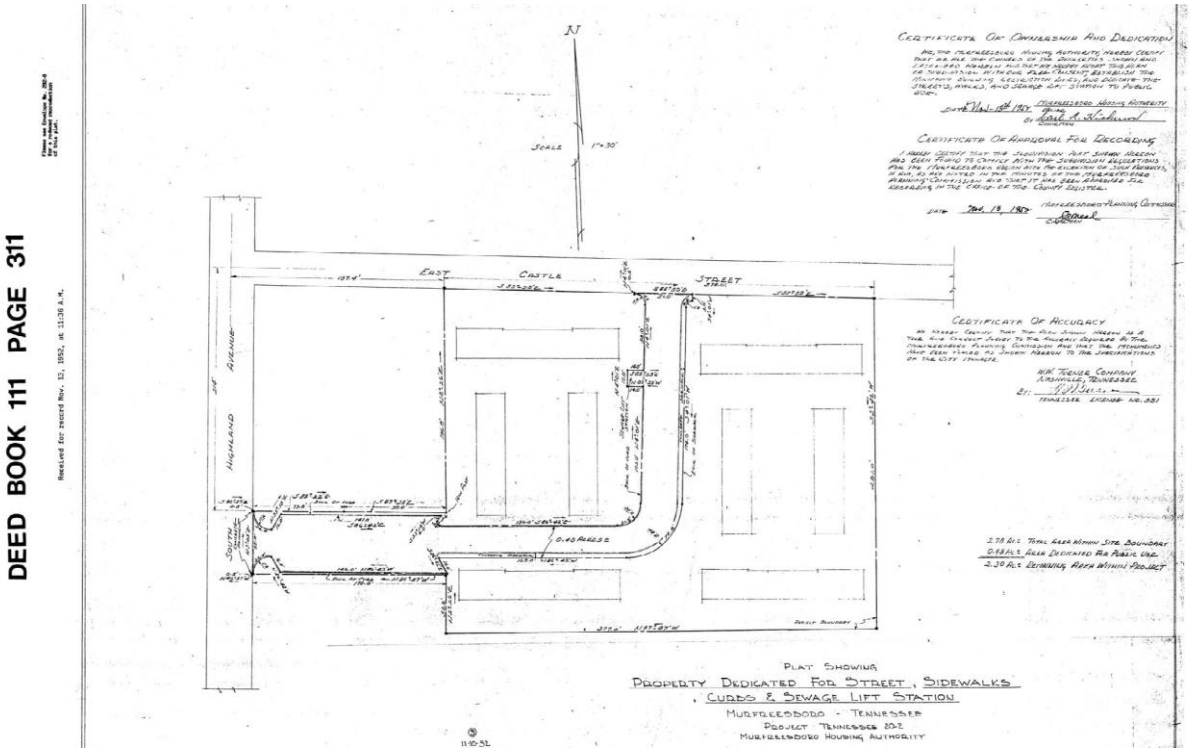
4.a. Mandatory Referral and Right-of-Way Abandonment [2021-704] to consider abandonment of a portion of Right-of-Way of Vaughn Street, Huddleston-Steele Engineering, Inc. applicant on behalf of Murfreesboro Housing Authority.

In this mandatory referral, the Planning Commission is being asked to consider abandoning an approximately 575 linear-foot portion of Vaughn Street right-of-way (ROW) containing ±0.48 acres. This section of ROW is located east of South Highland Avenue and south of East Castle Street within the Murfreesboro Housing Authority's Parkside Apartment complex. The ROW is currently being used for parking and drive aisle access with underground City sewer and water lines, 3 City fire hydrants, landscaping, and electric lines.

In the 1950s, the Murfreesboro Housing Authority acquired, in fee simple, land for the construction of what is now known as Parkside Apartments to the South of East Castle Street, including a lot which is currently shown on the City GIS as Vaughn Street right-of-way running East from South Highland Avenue. On November 10, 1952, the Housing Authority recorded a plat showing the area now indicated to be part of Vaughn Street as "Property Dedicated For Street, Sidewalks, Curbs & Sewage Lift Station." Although there are City Street signs at both ends of this section of Vaughn Street, the City Street Department has no records indicating that the City has spent money maintaining this section of Vaughn Street. It appears to always have been treated as a private street.

The Housing Authority is now preparing for the reconstruction of Parkside Apartments. Federal financing is being held up by the interpretation of the recorded designation as establishing a City Street contained with City ROW. The Housing Authority requests that the City formally abandon any interest it may have in this section of Vaughn Street and quitclaim it to the Housing Authority so that its financing can proceed. The Planning Commission should note that this request does not impact the segment of Vaughn Street west of South Highland Avenue.

A copy of the recorded Deed Book 111, Page 311 is included below that originally dedicated the ROW. Staff obtained comments from other City departments and utility providers regarding the impact of the proposed abandonment. Their responses are included in the attached memorandum from Planning staff. The report attachments include maps depicting the location of the ROW within the context of the neighborhood and the built environment.



Based on the responses received, staff recommends the following conditions of approval:

1. A temporary public utility and drainage easement in the abandonment area shall be dedicated concurrently with the recording of the ROW abandonment.
2. The right-of-way abandonment and public utility and drainage easement dedication shall be subject to the final approval of the legal instruments by the City Legal Department. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
3. A quitclaim deed transferring the subject ROW shall be executed and recorded.
4. Once final utility locations are determined with the final redesign of the Parkside Apartment, new public utility easement(s) shall be dedicated in the proper location(s) to meet the needs of the various utility companies with any obsolete easements being abandoned concurrently. Approval of this mandatory referral shall include approval of any future easement abandonments and dedications, as determined necessary by City Staff.
5. All recording fees shall be paid by the applicant.

Action Needed

The Planning Commission will need to conduct a public hearing on this request and then formulate a recommendation to the City Council.

Attachments:

-Memorandum from Planning Staff regarding responses
-Request to Abandon ROW of Vaughn Street Figure
-Request to Abandon ROW of Vaughn Street Aerial

Memorandum

To: Greg McKnight, Planning Director
From: Holly Smyth, AICP Principal Planner
Date: February 23, 2021
Re: Abandonment of Vaughn Street Right-of-Way (ROW) south of E Castle Street and east of S Highland Avenue through the existing Parkside Apartment complex

Following is a summary of the City department staff and utility provider comments regarding the requested ROW abandonment along a portion of Vaughn Street.

Engineering & Streets Departments (Michele Emerson, Assistant City Engineer)

Any new public streets within the new Housing Authority plan will need to have ROW dedicated and any private roadways will need to be differentiated as private roadways.

The request to abandon right-of-way should be subject to submission and recording of a deed transferring the abandoned right-of-way. The deed should reserve easements for public utilities and drainage, as needed.

In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents, as well as any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

Fire and Rescue Department (Carl Peas, Assistant Chief)

MFRD will need water lines servicing fire hydrants to be in place and operational while combustibles are onsite during demolition or prior to bringing new combustibles on site.

Police Department

The ROW abandonment does not affect the Murfreesboro Police Department.

Solid Waste Department

The Solid Waste Department services the existing apartments with 2 pits in which there are 24 carts. They are collected two times a week. As redevelopment plans move forward, the Solid Waste Department will need to know if they are going to try to continue using pits or go with a private solid waste collection service. The service of the carts in the pits currently starts on the East Castle Street side and moves around the circle to the pit closest to Vaughn Street, and the Solid Waste Department exits onto Vaughn Street.

Murfreesboro Water Resources Department (MWRD)

Must provide water and sewer easements per current specifications. There is an existing 8" water main within Vaughn Street located in the western and northern portions of the right-of-way abandonment area. The existing water main was installed as part of the Housing Authority's renovations to Highland Heights (i.e., Parkside) in 2010. The Department requests that the right-of-way not be abandoned until a plan for Murfreesboro Housing Authority's future development of Parkside has been determined, with the hope that some or all of the existing water mains can be utilized and easement dedicated for these lines. Alternatively, a temporary public utility easement can be recorded over the abandonment area until such time as the permanent utility and easement locations are determined.

Consolidated Utility District (CUD)

CUD does not have any water lines within the portion of the Vaughn Street ROW that is proposed to be abandoned.

Middle Tennessee Electric Members Cooperative (MTEMC)

The electric department will need an electric easement reserved in the current ROW to match their facilities in the area and meet their standards on easement size.

AT&T

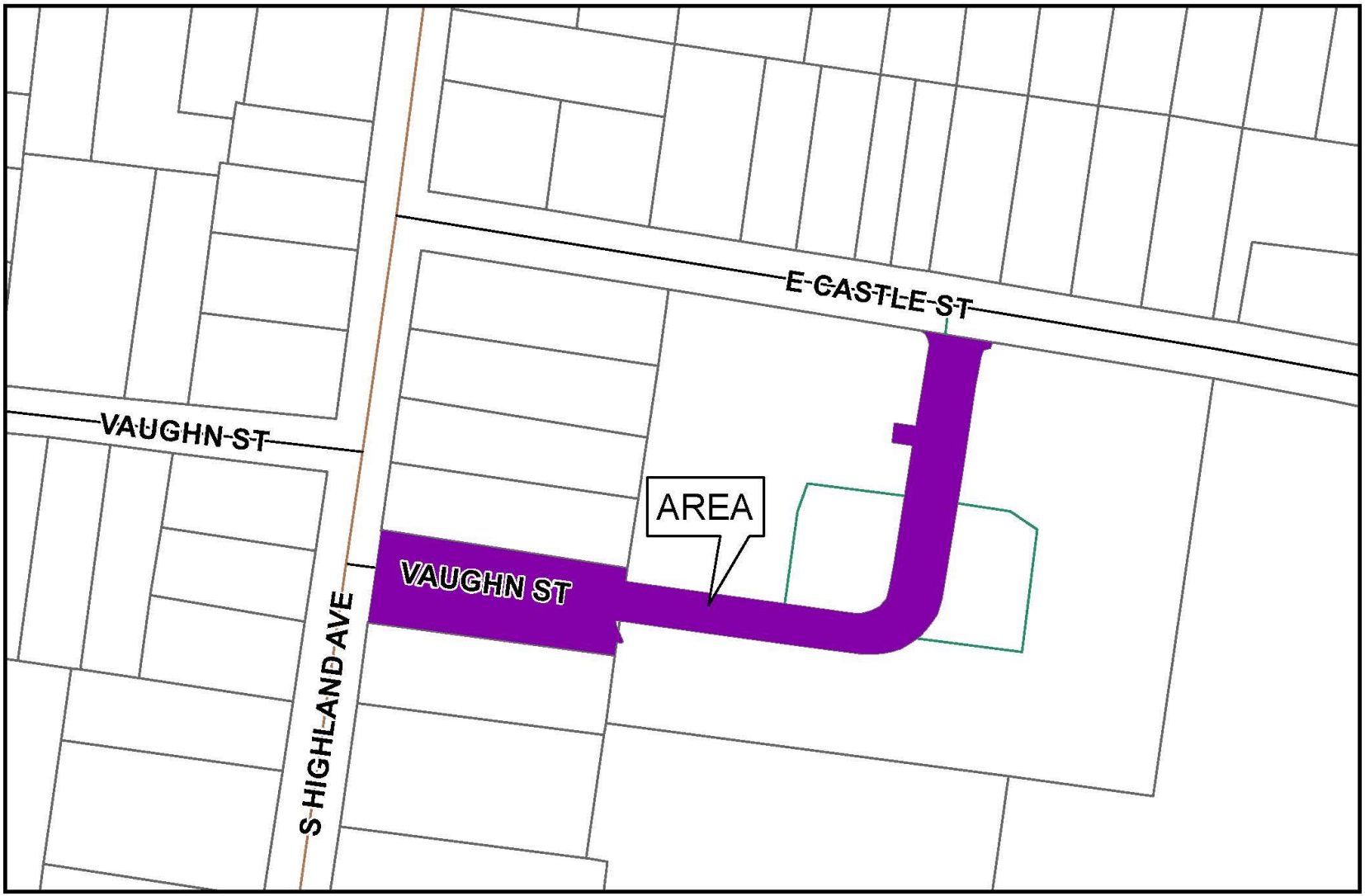
Staff has attempted to reach out to ATT but has not received a response. Staff does not have knowledge of whether ATT has utilities within the ROW abandonment area. Staff recommends that a temporary public utility and drainage easement be placed over the ROW abandonment area to make sure that an easement is retained for any existing utilities. Permanent easements can be dedicated upon redevelopment of the site once the locations for any such easements are determined."

Atmos Energy

Staff has attempted to reach out to Atmos but has not received a response. Staff does not have knowledge of whether Atmos has utilities within the ROW abandonment area. Staff recommends that a temporary public utility and drainage easement be placed over the ROW abandonment area to make sure that an easement is retained for any existing utilities. Permanent easements can be dedicated upon redevelopment of the site once the locations for any such easements are determined."

Comcast

Comcast has various above ground and underground facilities within the apartment complex area and portions of the abandonment area. Staff recommends that a temporary public utility and drainage easement be placed over the ROW abandonment area to make sure that an easement is retained for any existing utilities. Permanent easements can be dedicated upon redevelopment of the site once the locations for any such easements are determined."



City of MURFREESBORO TENNESSEE

Request to Abandon Right-of-Way
Of Vaughn Street

0 50 100 200 300 Feet

N
W E
S

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

Path: X:\Austin\GIS Projects\Vaughn St\Maps\Data\Vaughn St.mxd

City of MURFREESBORO TENNESSEE

Request to Abandon Right-of-Way
Of Vaughn Street

0 50 100 200 300 Feet

N
W E
S

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

Path: X:\Austin\GIS Projects\Vaughn St\Maps\Data\Vaughn St_Ortho.mxd

City of Murfreesboro
Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:	
Mandatory Referral, **INCLUDING** abandonment of right-of-way	$350.00
Mandatory Referral, **NOT INCLUDING** abandonment of right-of-way	$150.00

Property Information:

Tax Map/Group/Parcel: 102D/"J"/13.00 | Address (if applicable): 512 & 520 E. Castle St, 507, 510, 518 & 524 Vaughn St.

Street Name (if abandonment of ROW): Vaughn Street

Type of Mandatory Referral: Including Abandonment of Right-of-Way

Applicant Information:

Name of Applicant: Bill Hudgeston for Murfreesboro Housing Authority

Company Name (if applicable): Hudgeston-Steele Engineering, Inc.

Street Address or PO Box: 2115 N. W. Broad St.

City: Murfreesboro

State: TN | Zip Code: 37129

Email Address: bhudd@hsengr.com

Phone Number: 615-893-4084

Required Attachments:

- ☑ Letter from applicant detailing the request
- ☑ Exhibit of requested area, drawn to scale
- ☑ Legal description (if applicable)

William H. Hudgeston III

Applicant Signature

2/10/21

Date

HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

February 10, 2021

Mr. Greg McKnight, Planning Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Re: Abandonment of Vaughn Street Right-of-Way
Property Dedicated for Street,
Sidewalks, Curbs, & Sewage Lift Station
Murfreesboro, TN

Dear Mr. McKnight:

At the request of our client, Murfreesboro Housing Authority, we hereby make a request to abandon the existing Vaughn Street Right-of-Way that was recorded in Deed Book 111, Page 311 with a mandatory referral by Planning Commission and City Council. Property description and an exhibit are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

William H. Huddleston IV, P.E., R.L.S.

Property Description
Murfreesboro Housing Authority
Tax Map 102D, Group "J", Part of Parcel 13.00
Deed Book 111, Page 311
Lot 1

Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north by Michael Nelson (Record Book 1719, Page 2329), the remaining property of Murfreesboro Housing Authority (Deed Book 111, Page 311), and East Castle Street; on the east by the remaining property of Murfreesboro Housing Authority (Deed Book 111, Page 311); on the south by the remaining property of Murfreesboro Housing Authority (Deed Book 111, Page 311) and Ann H. Haynes (Deed Book 382, Page 745); and on the west by South Highland Avenue and the remaining property of Murfreesboro Housing Authority (Deed Book 111, Page 311).

BEGINNING at a point in the east right-of-way of S Highland Ave., being the northwest corner of Haynes; thence with the east right-of-way of South Highland Avenue, N03°03'00"E, 55.00 feet to a point, being the southwest corner of Nelson; thence leaving the east right-of-way of South Highland Avenue with the south line of Nelson; S86°57'00"E, 0.50 feet to a point; thence with a curve to the left having a radius of 17.00 feet a chord bearing and distance of S41°47'37"E, 24.11 feet and an arc length of 26.80 feet to a point; thence continuing with the south line of Nelson, N33°18'00"E, 16.00 feet to a point; thence S86°42'00"E, 141.00 feet to a point; thence into the remaining property of Murfreesboro Housing Authority, S33°18'00"W, 6.00 feet to a point; thence continuing into the property of Murfreesboro Housing Authority, with a curve to the left having a radius of 2.00 feet a chord bearing and distance of S31°53'25"E, 3.79 feet and an arc length of 5.00 feet to a point, thence S86°42'00"E, 156.00 feet to a point; thence with a curve to the left having a radius of 20.00 feet a chord bearing and distance of N49°19'56"E, 28.06 feet and an arc length of 31.10 feet to a point; thence N04°01'00"E, 103.00 feet to a point; thence N85°59'00"W, 14.00 feet to a point; thence N04°01'00"E 15.00 feet to a point; thence S85°59'00"E, 14.00 feet to a point; thence N04°01'00"E, 58.00 feet to a point; thence with a curve to the left having a radius of 10.00 feet a chord bearing and distance of N40°43'46"W, 14.14 feet and an arc length of 15.71 feet to a point; thence N04°01'00"E, 0.50 feet to a point in the south right-of-way of East Castle Street; thence with the south right-of-way of East Castle Street S85°59'00"E, 51.00 feet to a point; thence leaving the south right-of-way of East Castle Street, S04°01'00"W, 5.00 feet to a point; thence into the remaining property of Murfreesboro Housing Authority with a curve to the left having a radius of 6.00 feet a chord bearing and distance of S49°17'21"E, 8.41 feet and an arc length of 9.42 feet to a point; thence continuing into the property of Murfreesboro Housing Authority, S04°01'00"W, 174.00 feet to a point; thence with a curve to the right having a radius of 48.00 feet a chord bearing and distance of S48°42'52"W, 67.52 feet and an arc length of 74.80 feet to a point; thence N86°42'00"W, 165.00 feet to a point; thence S26°42'00"E, 16.00 feet to a point in the northeast corner of Haynes; thence with the north line of Haynes, N86°42'00"W, 146.00 feet to a point; thence continuing with the north line of Haynes, N26°42'00"W, 16.00 feet to a point; thence with a curve to the left having a radius of 17.00 feet a chord bearing and distance of S47°57'13"W, 24.14 feet and a arc length of 26.80 feet to a point; thence N86°57'00"W, 0.50 feet to the point of Beginning, containing 0.47 acres more or less.

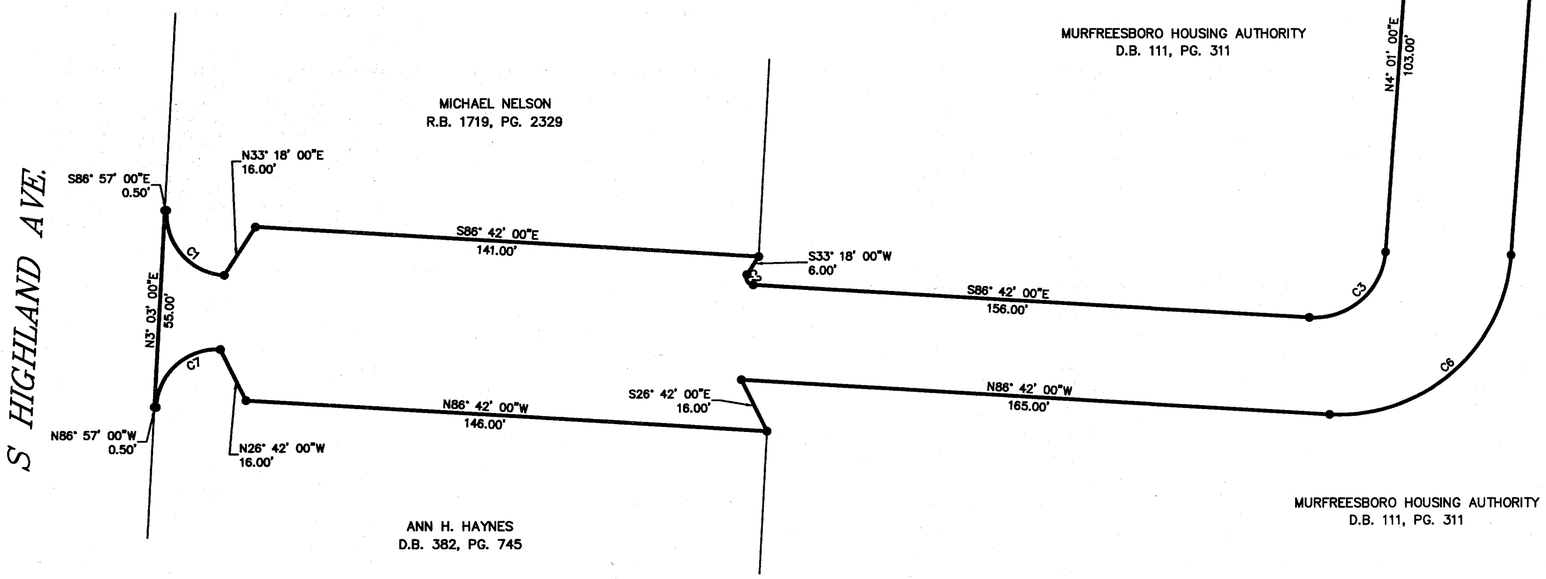
This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

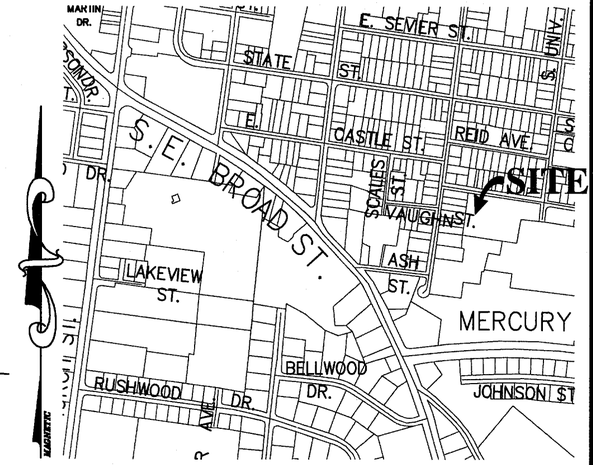
Prepared By:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129

NOTES

1. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
2. Parcels may be subject to additional easements and/or restrictions, by record or prescription, that a complete title search may reveal.

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C1	90°20'19"	17.00'	26.80'	24.11'	S41°47'37"E
C2	143°14'22"	2.00'	5.00'	3.79'	S31°53'25"E
C3	89°04'56"	20.00'	31.10'	28.06'	N49°19'56"E
C4	90°00'09"	10.00'	15.71'	14.14'	N40°43'46"W
C5	88°58'58"	6.00'	9.42'	8.41'	S49°17'21"W
C6	89°23'06"	48.00'	74.80'	67.52'	S48°42'52"W
C7	90°27'14"	17.00'	26.80'	24.14'	S47°57'13"W

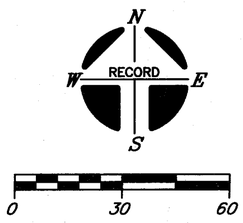




LOCATION MAP

N.T.S.

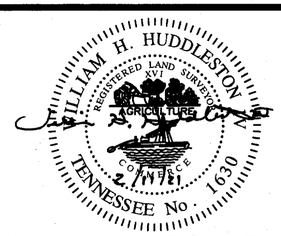
1 LOT – 0.47 Ac.±



LEGEND

IPS ○ IRON PIN SET (1/2" REBAR WITH STAMPED H-S ENGR)
IPF ○ IRON PIN FND.
● SURVEY POINT

OWNER: MURFREESBORO HOUSING AUTHORITY
ADDRESS: P.O. BOX 278
MURFREESBORO, TN. 37130
TAX MAP: 102D GROUP"J", PART OF PARCEL: 13.00
DEED BOOK: 111, PAGE: 311
MAP NUMBER: 47149C0260H
DATED: JAN. 5, 2007 ZONE: X
NOTE: THIS PARCEL IS SUBJECT TO ALL EASEMENTS AS SHOW AND ANY OTHER EASEMENTS AND/OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A COMPLETE TITLE SEARCH MAY REVEAL.



HUDDLESTON-STEELE ENGINEERING INC
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING : 893 – 4084, FAX: 893 – 0080

EXHIBIT FOR
VAUGHN STREET ABANDONMENT
MURFREESBORO HOUSING AUTHORITY

13th CIVIL DISTRICT – RUTHERFORD COUNTY – TN.

DATE: FEBRUARY	*SCALE: 1"=30'*	*SH. 1 OF 1*

\Acad2396\Civil 3D Projects\MURFREESBORO HOUSING - VAUGHN STREET\MURFREESBORO HOUSING - VAUGHN STREET.dwg, 2/11/2021 9:01:23 AM, KIP 7770 No. 2

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Purchase of Office Furniture

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase of office furniture for the Police Department.

Staff Recommendation

Approve the purchase of office furniture from Synergy Business Environments, Inc.

Background Information

The Police Department has three offices in the Communications Department that have not yet been furnished for use.

The purchase of furniture is available through the OMNIA and Sourcewell cooperative contracts, which is permitted by State statute and Council Resolution, for a total cost of $28,204. Using the OMNIA and Sourcewell contracts is authorized by state law and City Code. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Responsible budgeting

By utilizing a cooperative purchasing program, the department benefits from competitive pricing.

Fiscal Impact

Funding for the furniture purchase, $28,204, is provided for in the FY budget and is under budget by $396.

Attachments

Contract for Purchase of Furniture with Synergy Business Environments, Inc.

DocuSign Envelope ID: 99841C44-5128-4863-BF7D-5D0EC67611E6

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
SYNERGY BUSINESS ENVIRONMENTS, INC.
FOR PURCHASE OF
MURFREESBORO POLICE DEPARTMENT COMMUNICATIONS FURNITURE

This contract is entered into on this _____ day of _____, 2021 by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **Synergy Business Environments, Inc,** a corporation of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- ***OMNIA Public Sector Region 4 ESC Contract R191802***
- ***Contractor's Quote 13645 dated February 1, 2021 based on cooperative purchasing agreement OMNIA R-191802***
- ***Sourcewell Contract #121919-KII***
- ***Sourcewell Contract #121919-HMN***
- ***Contractor's Quote 13646 dated February 1, 2021 based on cooperative purchasing agreements Sourcewell Contracts #121919-KII and #121919-HMN***
- ***Contractor's Quote 13647 dated February 1, 2021, in the amount of $1,247.33***
- ***Contractor's Quote 13740 dated February 25, 2021 based on OMNIA Public Sector Region 4 ESC Contract R191802***
- ***This Contract***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***OMNIA Public Sector Region 4 ESC Contract R191802***
- ***Sourcewell Contract #121919-KII***
- ***Sourcewell Contract #121919-HMN***
- ***Contractor's Quote 13645 dated February 1, 2021 based on cooperative purchasing agreement OMNIA Public Sector Region 4 ESC Contract R191802, for the amount of $18,337.57***
- ***Contractor's Quote 13646 dated February 1, 2021 based on cooperative purchasing agreements Sourcewell Contracts #121919-KII and #121919-HMN, for the amount of $7,575.46***
- ***Contractor's Quote 13647 dated February 1, 2021, for the amount of $1,247.33***
- ***Contractor's Quote 13740 dated February 25, 2021, based on OMNIA Public Sector Region 4 ESC Contract R191802, for the amount of $1,044.37***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase furniture and related items from Synergy Business Environments, Inc. per the following quotes and cooperative purchasing agreements set forth herein:
    a. Contractor's Quote 13645 dated February 1, 2021, in the amount of $18,337.57, based on cooperative purchasing agreement OMNIA Public Sector Region 4 ESC Contract R191802, attached hereto as **Exhibit A**;
    b. Contractor's Quote 13646 dated February 1, 2021, in the amount of $7,575.46, based on cooperative purchasing agreements Sourcewell Contracts #121919-KII and #121919-HMN, attached hereto as **Exhibit B**;
    c. Contractor's Quote 13647 dated February 1, 2021, in the amount of $1,247.33, attached hereto as **Exhibit C**; and
    d. Contractor's Quote 13740 dated February 25, 2021, in the amount of $1,044.37 based on OMNIA Public Sector Region 4 ESC Contract R191802, attached hereto as **Exhibit D**.

DocuSign Envelope ID: 99841C44-5128-4863-BF7D-5D0EC67611E6

2. **Term.** The term of this Contract shall be from _____ _____, 2021 (the "Effective Date") to April 30, 2023. Contractor's performance may be terminated in whole or in part:
   2.1 Upon 30-day prior notice, for the convenience of the City.
   2.2 For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
   2.3 For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
   2.4 Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
   2.5 Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Payment and Delivery.**
   3.1 Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
   3.2 All items must be available for delivery within forty-five (45) days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The vehicle shall be delivered to the Murfreesboro Police Department, 1004 N. Highland Avenue, Murfreesboro, TN 37130.
   3.3 Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
   3.4 Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the above referenced quotes and cooperative purchasing agreements.
   3.5 All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the Quote.

4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the above referenced quotes and cooperative purchasing agreements for a **total amount of $28,204.73.**

5. **Warranty.** Contractor shall provide all warranties as described in above referenced quotes and cooperative purchasing agreements.

6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

7. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

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8. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

9. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination olicy.

14. **Indemnification and Hold Harmless.**

    14.1 Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

    14.2 Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

    14.3 Copyright, Trademark, Service Mark, or Patent Infringement.

        14.3.1 Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will

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indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

14.3.2 If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

14.3.2.1 Procure for the City the right to continue using the products or services.

14.3.2.2 Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

14.3.2.3 Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

14.3.3 Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

15. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

16. **Assignment—Consent Required.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Entire Contract.** The documents set forth below:

- *This Contract*
- *OMNIA Public Sector Region 4 ESC Contract R191802*
- *Sourcewell Contract #121919-KII*
- *Sourcewell Contract #121919-HMN*
- *Contractor's Quote 13645 dated February 1, 2021 based on cooperative purchasing agreement OMNIA Public Sector Region 4 ESC Contract R191802, for the amount of $18,337.57 (Exhibit A)*
- *Contractor's Quote 13646 dated February 1, 2021 based on cooperative purchasing agreements Sourcewell Contracts #121919-KII and #121919-HMN, for the amount of $7,575.46 (Exhibit B)*
- *Contractor's Quote 13647 dated February 1, 2021, for the amount of $1,247.33 (Exhibit C)*
- *Contractor's Quote 13740 dated February 25, 2021, based on OMNIA Public Sector Region 4 ESC Contract R191802, for the amount of $1,044.37 (Exhibit D)*

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set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

21. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following.

    21.1 Notices to City shall be sent to:

    Department: City of Murfreesboro Administration
    Attention: City Manager
    Address: Post Office Box 1139
    111 West Vine Street
    Murfreesboro, TN 37133-1139

    21.2

    21.3 Notices to Contractor shall be sent to:

    Contractor: Synergy Business Environments, Inc.
    Attention: Michael Moore, President
    Address: 800 Sixth Avenue South
    Suite 200
    Nashville, TN 37203

22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

SYNERGY BUSINESS ENVIRONMENTS, INC.

By:_____
Michael Moore, President

Approved as to form:

DocuSigned by:
Adam F. Tucker
A4208EB1F9...
Adam F. Tucker, City Attorney

Region 4 Education Service Center (ESC)

Contract # R191802

for

Furniture, Installation and Related Services

with

Allsteel, Inc.

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Allsteel, Inc. effective May 1, 2020:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 28 *, 2020 by and between* Allsteel, Inc. *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and
WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

   i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Allsteel,Inc.

Address: 2210 2nd Avenue

City/State/Zip: Muscatine, IA 52761

Telephone No.: 563.272.4800

Email Address: allsteelgovcontracts@allsteeloffice.com

Printed Name: Eric Schroeder

Title: VP, Finance

Authorized signature:

Accepted by Region 4 ESC:

Contract No. R191802

Initial Contract Term May 1, 2020 to April 30, 2023

Margaret L. Bass
Region 4 ESC Authorized Board Member

4/28/2020
Date

Margaret S. Bass
Print Name

Carmen T. Moreno
Region 4 ESC Authorized Board Member

4/28/2020
Date

Carmen T. Moreno
Print Name

Appendix B | Exceptions

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 14 Delivery, P.4	Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency ~~7 days of receipt of Purchase Order~~. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Acceptable

Appendix B | Exceptions

Appendix A, Section 28 Stored Materials, P.6	Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.	Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the ~~Contractor~~ party in control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. ~~Contractor~~ The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until ~~final acceptance~~ delivery into Region 4 ESC control ~~by Region 4 ESC~~, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery ~~final acceptance~~.	Acceptable
Exhibit A, Section 2.2 Pricing Commitment, P.20	Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~ Supplier commits that price shall be equivalent to other cooperative state and local contracts held by the Supplier, buying the same product mix, for the same geographical areas, under the same terms and conditions.	OMNIA Partners will discuss with Allsteel

Appendix B | Exceptions

Exhibit B, Section 14 Administrative Fee Payment, P.28	Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector within 30 days of calendar month end, ~~at the frequency and on the due date stated in Section 13, above,~~ for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	admin agreement noted
Exhibit F, Federal Funds Certifications, Overview P.37	The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.	The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Purchasing Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.	acknowledged

Appendix B | Exceptions

Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.40	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify ~~its~~ individual products comply to ~~with all~~ applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.	
Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.40	Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	acknowledged
Amendment 1, Appendix C, Doc #5 – Special Conditions, Federal Requirements, P.9	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding ~~may be~~ is utilized, and Contractor is notified prior to order placement.	acknowledged

Appendix B | Exceptions

Amendment 1, Appendix C, Doc #5 – Special Conditions, 2. Equal Employment Opportunity Item 8, P.10	The contractor will include 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	The contractor will include the provisions of paragraphs (1) through (8) in every dealer 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 dealer subcontractor ~~or vendor~~. The contractor will take such action with respect to any dealer subcontract ~~or purchase order~~ as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor ~~or vendor~~ as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	
Amendment 1, Appendix C, Doc #5 – Special Conditions, 3. "During the performance of this contract, the contractor agrees as follows: Item 7, P.12	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every dealer 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 dealer subcontractor ~~or vendor~~. The contractor will take such action with respect to any dealer 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 dealer 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."	acknowledged
Amendment 1, Appendix C, Doc #5 – Special Conditions, Sign-Off, P.23	Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation, as applicable.	Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation~~.~~, as applicable.	acknowledged

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OMNIA Region 4

FURNITURE, INSTALLATION, AND RELATED SERVICES

RFP #19-18

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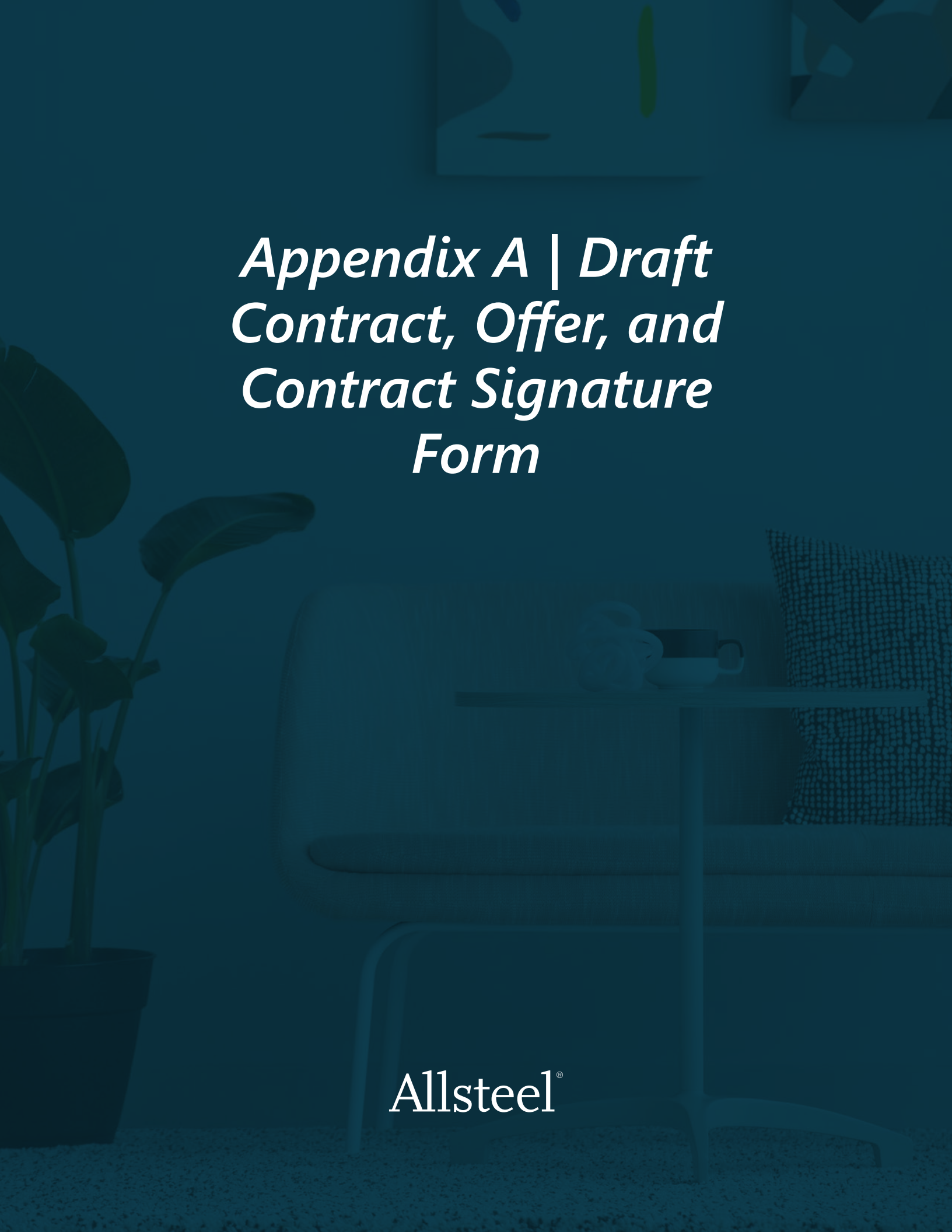

Appendix A | Draft Contract, Offer, and Contract Signature Form

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Appendix A | Draft Contract

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _April 28_, 2020 by and between Allsteel, Inc. *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* Furniture, Installation and RElated Services *("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R19-18 for Furniture, Installation and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

   i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

   The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency ~~7 days of receipt of Purchase Order.~~ If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor party in control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. ~~Contractor~~ The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until ~~final acceptance~~ delivery into Region 4 ESC control ~~by Region 4 ESC~~, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery ~~final acceptance.~~

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all lawswhile fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

Appendix A | Draft Contract

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Allsteel Inc.

Address 2210 2nd Avenue

City/State/Zip Muscatine, IA 52761

Telephone No. 563.272.4800

Email Address allsteelgovcontracts@allsteeloffice.com

Printed Name Eric Schroeder

Title VP, Finance

Authorized signature

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

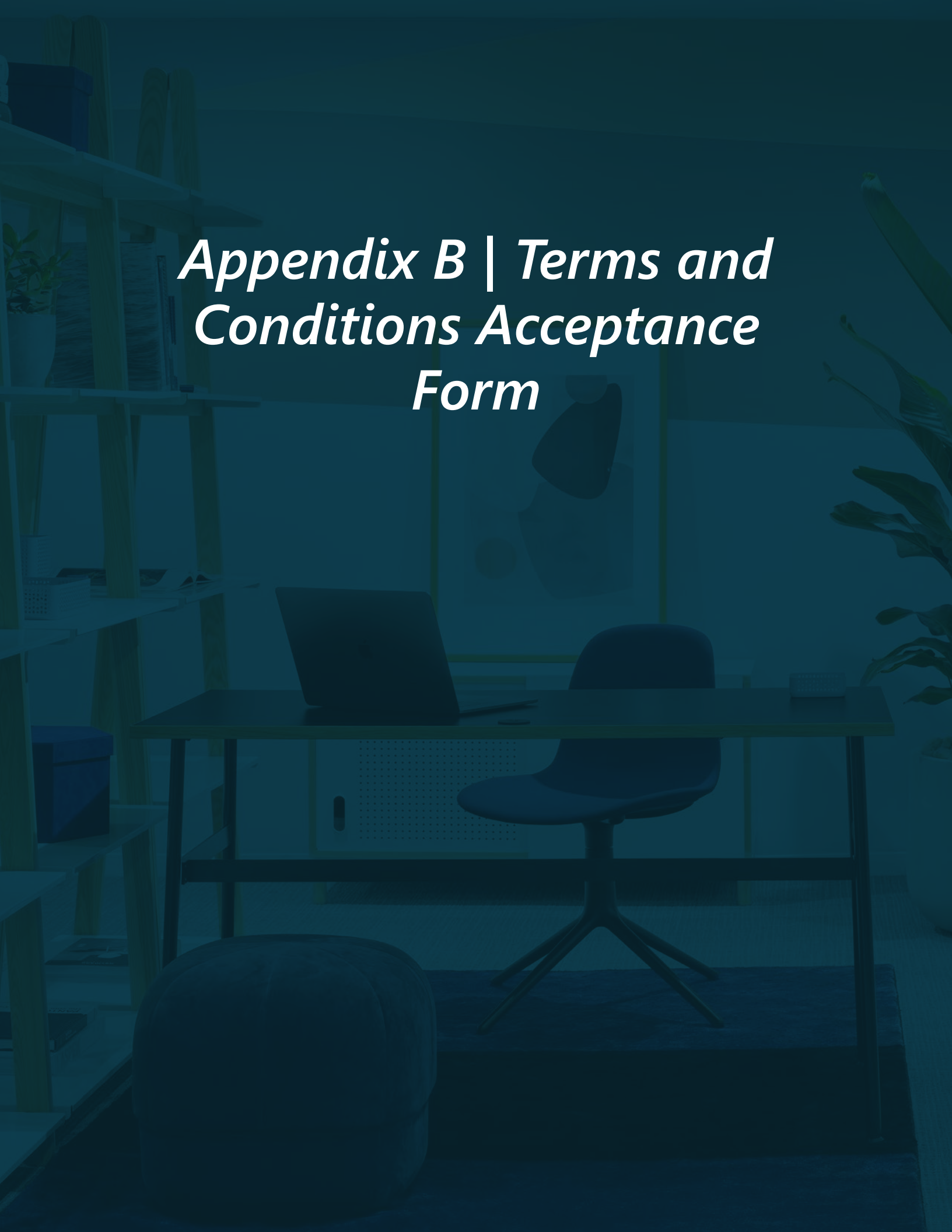
Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name



Appendix B | Terms and Conditions Acceptance Form

Products/Services/ Pricing

Allsteel®

Products/Services/Pricing

WORKPLACES THAT KEEP WORKING

Public Agencies are responding to major shifts happening in their workplaces. Attracting and retaining the next generation of public sector employees while balancing the demands of ever changing technology with fiscal responsibility demands an agile workplace to support agency needs today and in the future. While this is a tall order, Allsteel and Gunlocke have extensive experience in helping Public Agencies meet these challenges. Our proposal identifies how we assist Public Agencies and make sense of all the noise to develop the right workplace strategy for their unique needs.

We have extensive experience in the Public Sector arena and have successfully managed large, national contracts previously. We have a Public Sector team dedicated to understanding the unique issues Public Agencies face and are experts in contract management.

We understand that Public Agencies have a variety of needs ranging from large projects to smaller, departmental purchases, and that the right supplier partner understands how to support the wide range of needs.

Products/Services/Pricing

OUR PHILOSOPHY

Allsteel and Gunlocke offer a broad range of products to support the furniture categories the Region 4 Education Service Center and OMNIA Partners is seeking to provide to agencies nationwide. Allsteel | Gunlocke are offering products in seven categories; systems furniture, freestanding furniture, seating/chairs, soft seating, filing systems, storage and equipment, modular walls and related products and serivces. Within these seven categories, we have 173 product series.

Products/Services/Pricing

ALLSTEEL PRODUCT LINES

SEATING/CHAIRS

#19®

Acuity®

Relate®

Mimeo®

Evo™

Svelte™

Lyric™

Access™

Quip™

Trooper®

Clarity®

GUEST SEATING

Clarity®

Acuity®

Relate®

Evo™/Lyric™

Tolleson

LOUNGE SEATING

Clubhouse™

Parallel™

Vicinity™

Reflect®

Clarity®

Retreat™

Mind-Share®

Rise™

Involve®

Linger™

Scooch™

Wedge™

Rock™

Peak™

Park™ Settee

Park™ Solo

Recharge™

Products/Services/Pricing

ALLSTEEL PRODUCT LINES

STOOLS

Relate®

Mimeo®

Evo™

Lyric™

Access™

Quip™

Trooper®

Inspire®

Relate®

Lyric™

Inspire®

Vicinity™

Vicinity™

Take-5™

Summit™

Picnic™ Bench

Picnic™ Stool

MULTI-PURPOSE SEATING

Clarity®

Inspire®

Seek®

Relate®

Lyric™

Vicinity™

Take-5™

Normann Copenhagen Form Rocking Armchair

Nimble®

Inspire®

Co|Ho™

Go to **allsteeloffice.com/configurator** to customize these products for your space.

allsteeloffice.com

Products/Services/Pricing

ALLSTEEL PRODUCT LINES

SYSTEMS FURNITURE

Stride®

Terrace®

Concensys®

Optimize™

Stride®

Further™

Altitude®

Products/Services/Pricing

ALLSTEEL PRODUCT LINES

FREESTANDING FURNITURE

Approach™

Stride®

Involve®

Further™

Approach™

Stride®

Involve®

Cadence®

Products/Services/Pricing

ALLSTEEL PRODUCT LINES

CONFERENCE

Harvest™ Classic

Harvest™ Rustic

Harvest™ Metal

Aware®

Community

Park™ Hi | Lo Meeting

Park™ Meeting

Park™ Round Meeting

Park™ Soft Square Meeting

Cube
Coming Summer 2019

Cylinder
Coming Summer 2019

Panel
Coming Summer 2019

TRAINING

Aware®

T-Leg

HEIGHT-ADJUSTABLE

Altitude® A3

Altitude® A5

Altitude® A8

Products/Services/Pricing

ALLSTEEL PRODUCT LINES

COLLABORATIVE

Harvest™

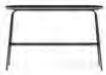
Aware®

Picnic™

Park™ Round Meeting

Park™ Soft Square Meeting

Park™ Work Pill


Park™ Hi Pill

Recharge™

Community

Round Pedestal
Coming Summer 2019

Square Pedestal
Coming Summer 2019

Cylinder
Coming Summer 2019

Adaptive

X-Base

OCCASIONAL

Parallel™ Coffee

Parallel™ Side

Park™ Lo Side

Park™ Hi | Lo Casual

Park™ Lo Pill

Belong® Coffee

Belong® Side

Transfer™

Recharge™

X-Base

Products/Services/Pricing

FILING SYSTEMS, STORAGE, & EQUIPMENT

PEDESTALS

Stride®

Align™

Involve®

Essentials™

Radii™

Radii™

LATERALS

Align™

Involve®

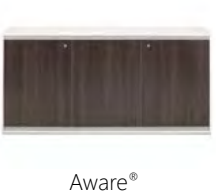
Essentials™

CREDENZAS

Stride®

Align™

Involve®


Aware®

View™

TOWERS

Stride®

Align™

Involve®

Products/Services/Pricing

FILING SYSTEMS, STORAGE, & EQUIPMENT

LOCKERS

Align™

BOOKCASES

Essentials™

Products/Services/Pricing

RELATED PRODUCTS

LIGHTING

Link™

Wand™

Undercabinet

ERGONOMIC TOOLS

Monitor Arms

Keyboard Supports

Altitude® Tables

MEETING SUPPORT

Sketch™

Hedge™

Cloud™

Aware®

View™

RECYCLING CENTER

Aware®

ORGANIZATION TOOLS

Extensions™

Products/Services/Pricing

MODULAR WALLS

ARCHITECTURAL PRODUCTS

Beyond®

Aspect™

Products/Services/Pricing

GUNLOCKE PRODUCT LINES

FREESTANDING FURNITURE

NEW, AWARD WINNING

SILEA[EH]

NEW

MEDLEY[EH]

NEW

TRIO[EH]

CREDENTIALS

Products/Services/Pricing

GUNLOCKE PRODUCT LINES

FREESTANDING FURNITURE

BRIEFING COLLABORATIVE

BRIEFING CONFERENCING

SARANAC

LETCHWORTH

AWARD WINNING
CONVERGE

MEDLEY CONFERENCING

TRIO CONFERENCING

UNIVERSAL TABLE BASES

BRIEFING TRAINING

TRIO TRAINING

BRIEFING OCCASIONAL

NEW, AWARD WINNING
CALM OCCASIONAL

Products/Services/Pricing

GUNLOCKE PRODUCT LINES

FREESTANDING FURNITURE

NEW
LETCHWORTH OCCASIONAL

KENNA OCCASIONAL

MEDLEY OCCASIONAL

OCCASIONAL TABLES

TIARA OCCASIONAL

Products/Services/Pricing

GUNLOCKE PRODUCT LINES

SEATING & LOUNGE

NEW
LIV

NEW
IRIS

NEW, AWARD WINNING
TIA STOOLS

NEW, AWARD WINNING
CALIA

NEW, AWARD WINNING
CALM

NEW
GENEVA

NEW, AWARD WINNING
TIA GUEST

TRILLIA

AWARD WINNING
AVOCA EXECUTIVE

CONVO

GENESEE EXECUTIVE

GENESEE GUEST

Products/Services/Pricing

GUNLOCKE PRODUCT LINES

SEATING & LOUNGE

AWARD WINNING
METTA

AWARD WINNING
URBANA

AWARD WINNING
AVOCA GUEST

CIJI

EDITION

MOLTI STOOLS

ATTRACT

MOLTI GUEST

ROUNDABOUT

MOLTI BARIATRIC

OLLA GUEST

OLLA

Products/Services/Pricing

GUNLOCKE PRODUCT LINES

SEATING & LOUNGE

CAMILLE

FITZGERALD

PORTER

AWARD WINNING
SAVOR

LILY

NEW YORKER

BANK OF ENGLAND EXECUTIVE

BANK OF ENGLAND GUEST

MOLTI LOUNGE

Products/Services/Pricing

GUNLOCKE PRODUCT LINES

SEATING & LOUNGE

MARA

MOLTI SIDE TANDEM

WASHINGTON

STRETTO

Products/Services/Pricing | Questions

i. Offerers shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offerer and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerers may elect to limit their proposals to any category or categories.

We have provided a discount off list price matrix, listed on pages 41 - 43, for all products. We are proposing tiered pricing to ensure Region 4 and OMNIA Partners agencies receive competitive pricing for large projects.

ii. Include a copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable) Manufacturer part #, Offerer's Part #, Description, Manufacturers Suggested List Price and Net Price, Net price to Region 4 ESC (including freight).

We have included an electronic copy for all products proposed from which discount is calculated. Our electronic price lists include Manufacturer part number, product description, and list price.

iii. Is pricing available for all products and services?

- Design Services – prices range from $75.00 per hour to $90.00 per hour, not to exceed $90.00 per hour.
- Project Management – prices range from $75.00 per hour to $90.00 per hour, not to exceed $90.00 per hour.
- Reconfiguration Services – prices range from $125.00 per hour to $150.00 per hour, not to exceed $150.00 per hour.
- Storage – prices range from $2.50 per sq. ft. per month to $5.00 per sq. ft. per month, not to exceed $5.00 per sq. ft. per month.
- Modular Walls - prices range from $110.00 per lineal foot to $130.00 per lineal foot, not to exceed $130.00 per lineal foot.
- Applied Ergonomic Support - prices range from $200 per hour to $500 per hour, not to exceed $500 per hour.

iv. Describe any shipping charges. Describe delivery charges along with definitions for:

All deliveries shall be freight prepaid, FOB Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. For orders shipped outside the contiguous U.S., freight is paid to the port of embarkation if standard freight terms apply.

- Dock Delivery:
  - Definition: Ship directly from manufacturer to delivery location, The driver, or other employee from servicing dealer, will not be responsible for unloading product.
  - Pricing: No charge.
- Inside Delivery:
  - Definition: Ship directly from manufacturer to delivery location. The driver, or other employee from servicing dealer, will be responsible for unloading product and placing product in appropriate location in building. Does not include set up or installation. Pricing based on normal work hours, non-union wages. Union, prevailing wage, overtime, weekend deliveries will be negotiated on a case by case basis once specific needs are identified.

Products/Services/Pricing | Questions

  - Pricing: $175.00 minimum. Hourly rate ranges from $75.00 - $90.00, with an NTE of $90.00 per hour.
- Deliver and Install
  - Definition: Ship directly from manufacturer to delivery location. The driver, or other employee from servicing dealer, will be responsible for unloading product, assembling, and installing as required. Pricing based on normal work hours, non-union wages. Union, prevailing wage, overtime, weekend deliveries will be negotiated on a case by case basis once specific needs are identified. Modular Walls have special installation requirements and pricing is identified above, in section iii.
  - Pricing: $175 minimum. Hourly rate ranges from $90.00 - $125.00, with a NTE or $125.00 per hour.

v. Provide pricing for warranties on all products and services.

Finished product or parts provided under warranty that meets criteria as outlined on page 44 and 45 is provided free of charge. Installation and/or parts replacement is not provided under Allsteel or Gunlocke warranties.

vi. Describe any return and restocking fees.

Return shipments are not accepted unless specifically authorized in advance by Allsteel | Gunlocke on a Returned Goods Authorization Form furnished by Allsteel or Gunlocke Customer Support. When approved, merchandise must be returned in original shipping cartons, with proper inner packing, and is subject to inspection upon return before acceptance. All returns must be made within 30 calendar days after Return Authorization is issued.

Requests for returns due to reasons other than Allsteel or Gunlocke error are typically not accepted. If allowed in Allsteel's or Gunlocke's sole discretion, returns must be pre-approved by Allsteel or Gunlocke Customer Support, and are subject to a processing fee of 45% of the invoiced amount. If approved, the product must be forwarded with transportation charges prepaid by the selling Dealer, Region 4, or OMNIA Partners, Public Sector.

vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

We offer an initial discount up to $100,000 list with additional discounting for orders ranging between $100,001 - $399,999. For project pricing, we offer a negotiated tier to ensure we are offering the best pricing available to Region 4 based on products selected and volume of order.

viii. Describe how customers verify they are receiving Contract pricing.

Participating agencies will submit orders via direct ordering or through retail (Dealer Partner) locations. Upon submission via direct ordering, agencies will select the contract as Region 4 and OMNIA Partners, Public Sector to receive Master Agreement pricing. If working through a retail application with our Dealer Partners, participating agencies will specify the contract as Region 4 and OMNIA Partners, Public Sector. When order is acknowledged by the Supplier, a Receipt of Acknowledgment will be sent to the submitting party which contains contract , product, and pricing information.

ix. Describe payment methods offered.

Allsteel | Gunlocke invoice at time of shipment, with Net 30 Day payment terms. If contracts allow, terms may be 1.5%

Products/Services/Pricing | Questions

20, N30 (terms are contract-driven). We accept, check, wire, ACH, Visa, Mastercard, or American Express. Allsteel | Gunlocke does not charge a fee for credit cards, but prefer other methods of payment.

x. Propose the frequency of updates to the Offerer's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalogue contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Allsteel | Gunlocke typically incurs an annual pricing increase. We will submit the proposed price increase in compliance of Region 4 and OMNIA Partners contract guidance. At no time will discounting to Region 4 and OMNIA Partners increase during the term of the contract. Price increases will be proposed to list price only and will be based on supplier and material cost increases.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

Allsteel | Gunlocke introduces new products throughout the year. New products will be priced similarly to like products within a product category. For instance, new collaborative products will receive the same discount as current collaborative products on contract. If, for some reason, new products do not adequately align with current categories, we will submit our new products for consideration with an explanation as to why they do not meet the current criteria.

xii. Provide any additional information relevant to this section.

No additional information included at this time.

Products/Services/Pricing | Pricing Matrix

Updated 12/6/19

OMNIA Partners Region 4 Education Service Center Discount Matrix

Allsteel Inc. Contract #R142201-Furniture and Installation

Products	List per Order	Discount From List
Stride Systems, Terrace, Concensys, Optimize, Further, Involve Casegoods, Approach, Stride Desking, Stride Benching, Pedestals, Overheads, Worksurfaces, Electrical & Accessories, Altitude Tables	$1 - $100,000	69.5%
	$100,001 - $400,000	71.0%
	$400,001 & Above	Negotiable
Lateral Files, Vertical Files, Storage (Towers, Bookcases, & Cabinets), Align Laterals, Align Storage, Align Credenzas, Stride Storage, Involve Storage, Radii Storage	$1 - $100,000	64.0%
	$100,001 - $400,000	65.0%
	$400,001 & Above	Negotiable
Trooper, Tolleson, and Nimble Seating	$1 - $100,000	64.0%
	$100,001 - $400,000	64.0%
	$400,001 & Above	Negotiable
#19, Relate, Sum, Scout, Seek, Inspire, and Access Seating	$1 - $100,000	61.0%
	$100,001 - $400,000	61.0%
	$400,001 & Above	Negotiable
Acuity, Mimeo, Lyric, Quip, Evo, and Svelte Seating	$1 - $100,000	58.0%
	$100,001 - $400,000	58.0%
	$400,001 & Above	Negotiable
Merge and Aware Tables	$1 - $100,000	64.0%
	$100,001 - $400,000	64.0%
	$400,001 & Above	Negotiable
Wood Casegoods (Align Wood), Stride Painted Wood Casegoods Veneer	$1 - $100,000	60.0%
	$100,001 - $400,000	60.0%
	$400,001 & Above	Negotiable

Products/Services/Pricing | Pricing Matrix

Gather Collection, Clarity, Co|Ho, Park, Recharge, Retreat, Townhall Collection (Rock, Wedge, Peak,	$1 - $100,000	51.0%
	$100,001 - $400,000	54.0%
	$400,001 & Above	Negotiable
Accessories (Wand & Link Lights, Ergonomic tools)	$1 - $100,000	55.0%
	$100,001 - $400,000	57.0%
	$400,001 & Above	Negotiable
Gunlocke (All Product)	$1 - $250,000	55.6%
	$200,001 & Above	Negotiable
Aspect*	$1 - $250,000	62.3%
	$200,001 & Above	Negotiable
Beyond*	$1 - $200,000	58.8%
	$200,001 & Above	Negotiable

*Authorized Beyond dealers only. Please contact beyondservices@allsteeloffice.com for additional information.

See below for Approved Beyond Services.

Approved Furniture Services: (NTE = "Not to exceed")

Fee	Type	Rate
Install	Negotiated	Dock Delivery: No charge. Inside Delivery: NTE $90/hr Deliver and Install: NTE $125/hr
Design	Negotiated	NTE $90/hr
Project Management	Negotiated	NTE $90/hr
Reconfiguration	Negotiated	NTE $125/hr
Storage	Negotiated	NTE $5/sq ft/month

Products/Services/Pricing | Pricing Matrix

Applied Ergonomic Support	Negotiated		NTE $500/hr

Approved Beyond Services:		(NTE = "Not to exceed")
Fee	**Type**	**Rate**
Install	Negotiated	NTE exceed $130/lineal foot***
Design	Negotiated	NTE $90/hr
Project Management	Negotiated	NTE $90/hr
Reconfiguration	Negotiated	NTE $150/hr

** Due to the extremely custom nature of demountable walls, list prices are part of the CET Designer software.

*** Installation costs noted are for normal work hours, non-union wages. Union, prevailing wage, overtime, weekend work will be negotiated on a case-by-case basis.

**** Prices for Allsteel Beyond Architectural Walls Product do not include applicable sales taxes or freight. These charges will be listed as separate line items on the quote, purchase order, and invoice, unless otherwise agreed to in writing, and each charge is contingent upon final destination of product. All applicable taxes and freight charges will be added to Allsteel's invoice, and customer agrees to pay the same.

Products/Services/Pricing | Allsteel Warranty

Our unwavering commitment to our customers compels us to care, and our dedication to quality is just one of the ways we show our customers how much they mean to us. We recognize that keeping up with the pace of change requires having products that work as hard as the people who use them. That's why each of our products is rigorously tested and certified to meet the highest industry standards.

In the unlikely event that any Allsteel product or component covered by the Allsteel Warranty should fail under normal workplace use because of defective material or workmanship, Allsteel promises to fix it.

Because taking care of people is how Allsteel takes care of business. Allsteel Inc. warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them, except as set forth below.

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after January 17, 2019, that fails under normal commercial office use, in accordance with the terms of this warranty. For products or components manufactured prior to this date, please contact your Allsteel dealer for warranty information.

The materials and components listed below are covered according to the following schedule from the date of invoice:

LIFETIME

All Allsteel products, materials, and components are covered under the Allsteel Limited Lifetime Warranty, subject to the following exceptions.

12 YEARS

Veneer and laminate surfaces; wood seating; electrical components; seating controls; pneumatic cylinders; glides; casters; arm caps; foam; polymer side chair shells

10 YEARS

Beyond™ and Aspect™ demountable partitions; painted wood surfaces; wood-frame seating and lounge products

7 YEARS

A5 and A8 height-adjustable worksurface mechanisms

5 YEARS

A3 height-adjustable worksurface mechanisms; tablet arm mechanisms; mesh on Quip™, Scout®, and Mimeo™; panel and seating upholstery fabrics; other covering materials; upholstery on tackboards and storage cushions; freestanding LED task lights; Beyond™ and Aspect™ moving parts such as door hardware and door mechanisms; monitor arms; keyboard trays

3 YEARS

Marker board surfaces; upholstery on lounge products; undercabinet LED lights; USB power modules

2 YEARS

Keyless electronic locks

1 YEAR

Traceless laminates

Allsteel does not warrant:

- Customer's Own Materials (COM) or Customer's Own Laminates (COL)
- Natural variations occurring in wood, leather, or other natural materials, which are inherent to their character and not considered defects
- Colorfastness of textiles or surface finishes
- Matching of colors, grains, textures, or edge bands to natural materials such as veneer and leather
- Damage caused by the carrier in-transit or installer
- Products not installed, used, or maintained in accordance with product specifications, instructions, and warnings
- Modifications or attachments to the product not approved by Allsteel
- Products used for rental purposes
- Beyond™ and Aspect™ doors used in suite entry applications
- Beyond™ and Aspect™ customer's own hardware, which is subject to the supplier warranty
- Third-party products acquired through the Tailored Products Group
- Partner (e.g., Normann Copenhagen), third-party, and other manufacturers' products - Allsteel, to the extent possible, will pass through any warranty received with respect to other manufacturers' branded products
- Consumables (e.g. batteries, bulbs, lamps, and ballasts)

This warranty applies only to the original purchaser and is non-transferrable.

Warranty is void if integrated components or features are substituted with non-Allsteel or unauthorized components without previous authorization.

This warranty will not be valid if damage to the product is caused by (1) normal wear and tear over the course of ownership, including puddling and pilling in materials; (2) sharp objects (e.g. writing utensils, heeled shoes, scissors, jewelry, keys); (3) extreme environmental conditions; (4) unintended usage or the (5) use or storage of product in unsuitable environments or conditions.

This warranty applies only to products purchased from authorized Allsteel dealers and delivered within the United States and Canada. This warranty is valid for unlimited shift usage. Please contact your Allsteel dealer with any warranty requests.

To the extent allowed by law, Allsteel makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. Allsteel will not be liable for any consequential or incidental damages.

Products/Services/Pricing | Gunlocke Warranty

Subject to the limitations set forth below. The Gunlocke Company warrants to the original purchaser all product in our price list to be free from defects in material and workmanship for a twelve year period from the date of shipment. This 12-year warranty applies to all products sold and installed by a Gunlocke authorized agent for normal commercial single shift service. Gunlocke will repair, or at its option, replace defective merchandise, free of charge. The following components not manufactured by Gunlocke have the following warranties:

- High wear components such as casters and glides are warrantied for five years after date of shipment to original owner.
- Electrical components are warrantied 10 years from date of manufacture with exception of lamps and ballasts which are not warrantied. This includes Fluorescent Tasklights.
- LED tasklights are warrantied for 3 years from date of shipment to original owner.
- Drawer suspensions are warrantied for lifetime of product after shipment to original owner.
- Personal corners including covering (leather) are warrantied for three years of single shift and normal use after shipment to original owner. Height adjustable electrical components are warrantied for five years of single shift and normal use after shipment to original owner.

Any non-standard material selected by the customer is not warrantied. Neither does this warranty apply to damage resulting from accident, alteration, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. That is, Gunlocke's warranty is only valid if products are given proper use and care. Gunlocke assumes no responsibility for product damages resulting from improper installation or user modification.

It is expressly understood and agreed that the buyer's sole and exclusive remedy for any and all losses or damages resulting from nonconforming goods, or from any other cause, shall be repair or replacement of defective parts, and that Gunlocke shall not be liable for damages or injury to persons or property, nor for replacement of the entire commercial unit, if repair or replacement of defective parts can reasonably render the unit conforming.

All warranty claims must be made in writing by the original owner. Owner may be required to produce the invoice or other evidence to establish that a claim is within the warranty period. Warranty claims may be submitted on the Gunlocke website. www.gunlocke.com/productservice/

As stated and illustrated on the website, serial numbers are required to process a warranty claim. No person, firm or corporation is authorized to assume for Gunlocke any liability in connection with the sale or installation of Gunlocke products except as stated above.

All other warranties, expressed or implied, are excluded. Gunlocke shall not be liable for incidental or consequential damages of any sort.

WOOD FURNITURE

Wood owes its inherent beauty to variations in color, grain, and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they are finished at the same time. Exposure to light and the aging process will cause a darkening of natural wood products. Light finishes on wood products do not mask the natural characteristics of wood. The Gunlocke Company does not guarantee the exact matching of grain, pattern, and color.

These finishes do not cover any of the natural characteristics of the wood, including nature's colorations, pitch pockets, and the variations of steambent wood. Merchandise will not be replaced because of these natural variations.

Performance Capability

Performance Capability | Questions

iv. Describe how Offerer responds to emergency orders.

Customer Support works closely with Procurement and Production to expedite product for delivery to customers impacted by a natural disaster. These orders will receive higher priority than standard orders and better than posted lead times can be expected. For other types of emergency orders that meet our criteria, our Customer Support team will work with OMNIA Partners to determine necessary fulfillment timeline and expedite the order within available production.

HNI has a fully documented disaster recovery program with the ability to produce product in several manufacturing locations across the United States. The plan is comprehensive and addresses both natural and man-made concerns. The details include:

- Developing and maintaining emergency/disaster and business recovery plans.
- Training personnel to ensure familiarity and effectiveness with these plans.
- Cooperating with government authorities and agencies charged with disaster control.
- Taking necessary and prudent steps to provide for the continuity and restoration of operations as quickly as possible following an emergency or disaster.

Our corporate policy also requires maintenance of secondary supply sources for all mission critical materials. HNI has identified critical areas that are required in order to ensure continual operations are maintained during and after an emergency. Those areas include:

- Maintaining production to meet customers' demand.
- Producing quality products in a timely manner.
- Communication that reassures business sustainability.
- Safeguarding of the organization's vital records.
- Guaranteeing the continued availability of essential products, distribution and services.

We refer to this disaster recovery program as our Business Continuity Plan (BCP); Our BCP has the capability for immediate or time-phased execution and partial or full activation. The extent and duration of BCP greatly depends on the time, duration and scope of the event, and its corresponding impact on HNI's resources and the organization's response and recovery needs. An overview of our BCP process is mapped out via the attachment for you to review further.

v. What is the Offerer's average fill rate?

HNI Corporation has an "All-In" compliance rate of 77.9%.

vi. What is the Offerer's average on time delivery rate? Describe Offerer's history of meeting the shipping and delivery timelines.

Allsteel | Gunlocke uses a measurement called Complete and On-time (COT) to assess delivery performance. Production schedules are measured in daily increments, which allows for increased flexibility in meeting customer requirements. Shipping schedules are measured in hourly increments based on the dispatch time.

The industry standard for on time performance is to measure in weekly increments. This approach overlooks daily performance failures, and disguises the true impact to the client. Allsteel | Gunlocke raise the bar by measuring in

Performance Capability | Questions

daily and even hourly increments. The Allsteel | Gunlocke complete and on-time percentage is measured in the following manner: Production - Units produced divided by units scheduled equals % complete, and Distribution - Orders shipped divided by orders dispatched by hour equals % Complete and On-time.

Distribution COT currently averages over 99%, with many of the non-performance issues being customer-related (building not ready, no appointment available, etc.).

vii. Describe Offerer's return and restocking policy.

Return shipments are not accepted unless specifically authorized in advance by Allsteel | Gunlocke on a Returned Goods Authorization Form furnished by Allsteel | Gunlocke Customer Support. When approved, merchandise must be returned in original shipping cartons, with proper inner packing, and is subject to inspection upon return before acceptance. All returns must be made within 30 calendar days after Return Authorization is issued.

Requests for returns due to reasons other than Allsteel | Gunlocke error are typically not accepted. If allowed in Allsteel | Gunlocke's sole discretion, returns must be pre-approved by Allsteel | Gunlocke Customer Support, and are subject to a processing fee of 45% of the invoiced amount. If approved, the product must be forwarded with transportation charges prepaid by the selling Dealer or OMNIA Partners, Public Sector.

viii. Describe Offerer's ability to meet service and warranty needs.

Please reference our complete warranty information in the Products section (Tab 2). All Allsteel | Gunlocke products and services have defined warranty expectations that are specific to the product or service category or to a specific product or service within that category. To support those warranty expectations, Allsteel | Gunlocke engages all members in service to our customers during the life span covered under warranty. Warranty requests can be sent directly to the Company that produced the product or through the selling dealer.

Normal warranty support is considered part of Company's and Dealer's shared responsibility. Dealer agrees to provide prompt and courteous service for all products sold, regardless of where such products are delivered and installed. Company will provide replacement parts to repair units under warranty. Dealer agrees to provide labor to repair or replace units under warranty at no charge to Company.

ix. Describe Offerer's customer service/problem resolution process. Include hours of operation, number of services, etc.

Allsteel | Gunlocke are well known for a responsive and empowered customer support team that will do "whatever-it-takes" to provide Region 4 and OMNIA Partners, Public Sector with a smooth and problem-free experience. When you place an order with us, it's just the beginning of our commitment to you and your agencies. Customer satisfaction is measured indirectly through a serious of Key Performance indicators (KPIs) for Target Response Time, Complete and On-Time Performance, and Warranty Performance. These metrics were selected because they give us a greater ability to determine true drivers of our end goal, an effortless customer experience. We offer Project Coordination to assist with order entry, date alignment, delivery scheduling, punch, and project close-out for all orders greater that $350K list. Allsteel has a phone line open 24 hours for furniture emergencies.

Allsteel's Customer Support hours of operation are 7-6pm CST Monday through Friday. Gunlocke's Customer Support hours of operation are 7-5pm CST Monday through Friday.

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x. Describe Offerer's invoicing process. Include payment terms and acceptable methods of payments. Offerers shall describe any associated fees pertaining to credit cards/p-cards.

Allsteel | Gunlocke invoice at time of shipment, with Net 30 Day payment terms. If contracts allow, terms may be 1.5% 20, N30 (terms are contract-driven). We accept, check, wire, ACH, Visa, Mastercard, or American Express. Allsteel | Gunlocke does not charge a fee for credit cards, but prefer other methods of payment.

xi. Describe Offerer's contract implementation/customer transition plan.

Please reference Appendix D, Exhibit A for complete information regarding contract implementation and customer transition plan.

xii. Describe the financial condition of Offerer.

Please review our Dunn & Bradstreet information provided in Exhibit A.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns, and reporting. Describe the websites capabilities and functionality.

Information on Allsteel | Gunlocke's products and services along with environmental, ergonomics, and workplace solutions information is readily available online on www.Allsteeloffice.com and www.gunlocke.com. Allsteel | Gunlocke Dealers utilize the Internet via a gated dealer portal (www.allsteelsynergy.com) and (www.gunlockeadvantage.com) to submit all orders and have online ability to track order status, review invoices, and obtain other customer-specific information. Allsteel | Gunlocke is also equipped to support many common electronic ordering platforms and Enterprise Resource Planning (ERP) systems. We will make every effort to work with dealers and customers to provide online capabilities as needed.

Allsteel | Gunlocke utilizes an Oracle ERP Enterprise system to manage it's entire business platform. The system cohesively integrates all business activities including Sales, Manufacturing, AR and AP. Oracle manages all orders loaded into the system and schedules manufacturing based on demand and supply chain variables. All activities are electronically coordinated to ensure that lead times are maintained and uphold customer expectations. There are backup systems including manual override capabilities to address individual and custom requirements as they occur.

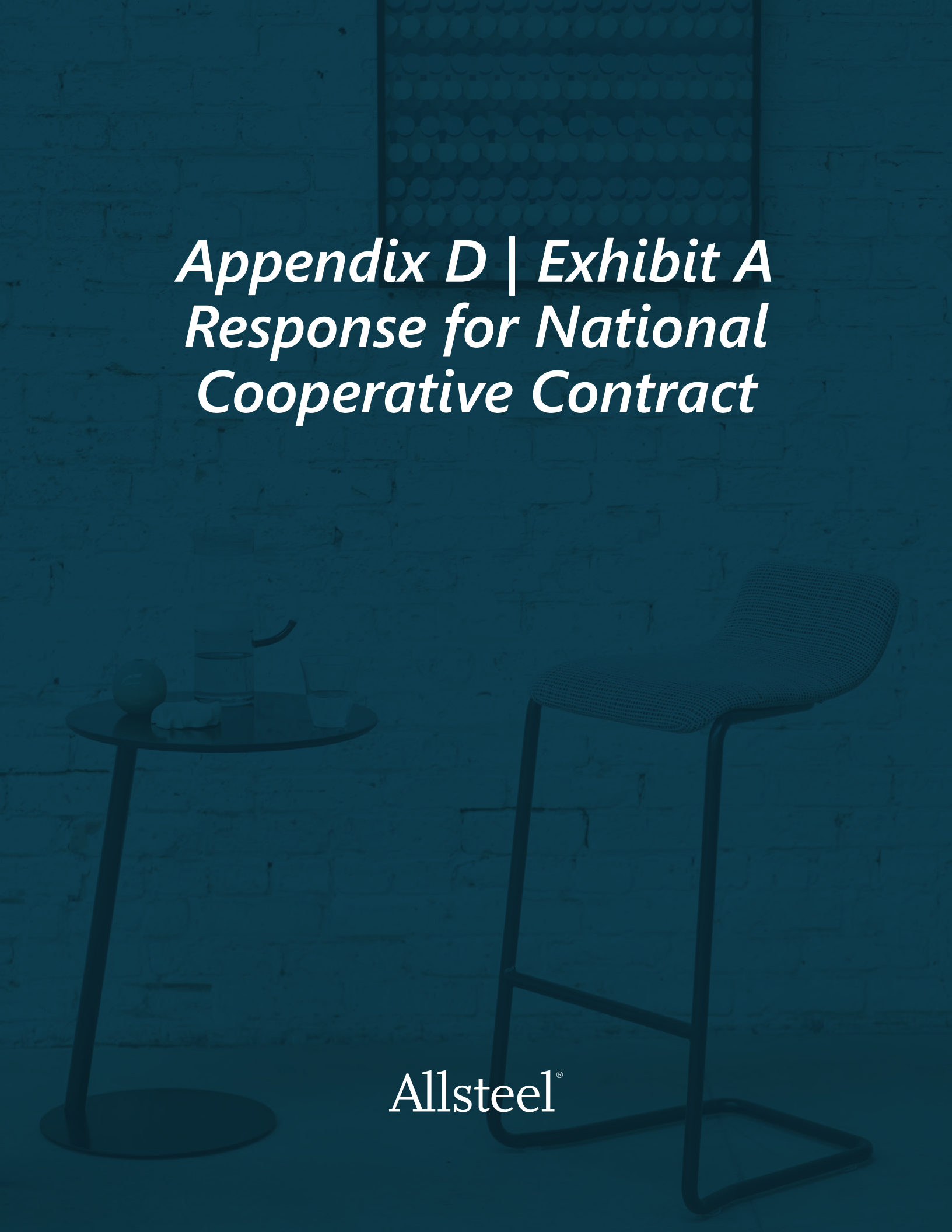
xiv. Describe the Offerer's safety record.

As of October, 2019, our 12 month Recordable Incident Rate was 3.65, our 12 Month Restricted Duty Rate was 3.39, 12 Month Restricted Duty Severity Rate was 109.5, 12 Month Lost Time Incident Rate was 0.64, and our 12 Month Lost Workday Severity Rate was 33.31.

xv. Provide any additional information relevant to this section.

No additional information to include at this time.

Appendix D | Exhibit A Response for National Cooperative Contract



Allsteel®

Appendix D | Exhibit A

3.1 Company Response

A. Brief History and descriptions of Supplier:

Allsteel was established as the All-Steel-Equip Co. in 1912. An early entrant in the fledgling power industry, All-Steel-Equip produced metal enclosures used by electrical contractors. The company later produced lockers and steel cabinets which were popular accessories in office environments. Near the end of the Great Depression, the product line expanded to include vertical files. When steel became readily available after World War II, Allsteel introduced a line of steel desks. Described as "knock down" in design, these modular units could be custom-configured at the dealership to meet a myriad of individual requirements. In 1967, the lateral file was created by B.K. Johl (later to be known as Allsteel of Canada), revolutionizing records management. Allsteel was acquired by HNI Corporation in 1997.

Today, Allsteel manufactures a full line of contract office furnishings, including systems, seating, casegoods, tables, collaborative furniture, architectural products, and accessories. We also provide, in conjunction with our Servicing Partners, a full range of services including space planning, specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, buy-back, and project management services.

At Allsteel, great design transcends any particular type of style. We make decisions carefully focusing on innovative, easy-to-use functionality. We continually test materials to ensure durability and their ability to look great through a whole life cycle of use. Our products cover a range of styles, but offer a classic look that lasts through many years of fads and trends. Being true to our heritage, we continually seek to create products that are the best in their class.

For over a century, Gunlocke has delivered a happy marriage of sound design with fine craftsmanship for some of the world's most demanding clients. Gunlocke manufacturers furniture for large and small companies, government agencies and even U.S. Presidents.

In June of 2019, Allsteel and Gunlocke announced the alignment of our brands. Allsteel and Gunlocke are better together; our flexible and customer-focused approach enables our team to quickly tailor and adapt processes for each customer's unique needs. From product development, customized support programs, and tailored quick ship delivery models, we have a dedicated team ready to partner in these endeavors. We are now known as Allsteel | Gunlocke. When the Allsteel philosophy of solving work problems is combined with the rich character of Gunlocke, spaces can be transformed from ordinary to extraordinary. When the Allsteel philosophy of solving work problems is combined with the rich character of Gunlocke, spaces can be transformed from ordinary to extraordinary.

Allsteel | Gunlocke in Education
Allsteel | Gunlocke has worked with schools and universities for over 80 years. We manufacture furniture and accessories for demanding 24/7 environments and understand that maintaining education facilities matter.

We bring forward-thinking design into the present by opening possibilities, anticipating obstacles, and creating solutions. At Allsteel | Gunlocke great design transcends any style. We believe that our products should address and solve problems. Our furniture is made to improve student, teachers, faculty and staff productivity, make spaces more efficient, increase comfort, and make day-to-day tasks that much easier. Because we have integrated Rapid Continuous Improvement, environmental awareness, recycling, and conscientious materials selection, our products contribute not just to this lifetime, but the next as well. Allsteel products are GREENGUARD Indoor Air Quality Certified for healthy interior environments and are BIFMA level® certified.

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Allsteel | Gunlocke and our dealer partners collective approach to planning, design, installation and on-going service impacts attracting and retaining both students and faculty. We understand that education facilities need a diverse breadth of line to support varying needs. We offer a range of solutions to support administrative spaces, active learning classroom environments, libraries as well as other high traffic collaboration areas.

B. Total number and location of sales persons employed by Supplier:

Allsteel Inc. is a nationally distributed company with 9 regions with an average of 12+ sales members per region. Allsteel currently employs 126 sales persons; please see number of members per region below:

- East Region: 23 Members
- Mid-Atlantic Region: 11 Members
- Northeast Region: 11 Members
- Midwest Region: 18 Members
- North Central Region: 15 Members
- Southwest Region: 13 Members
- West Region: 13 Members
- Northwest Region: 12 Members
- Southeast Region: 10 Members

Allsteel also employs a Public Sector Sales team of six members and an Inside Sales team of fourteen dedicated sales support personnel.

C. Number and location of support centers (if applicable) and location of corporate office:

The location of the HNI Corporation and Allsteel Inc. corporate office is in Muscatine, IA, 52761. The Gunlocke corporate office is located in Wayland, NY 14572. Please see the following page(s) for our support centers.

D. Annual sales for the three previous years:

Allsteel | Gunlocke is wholly-owned by HNI Corporation and does not disclose financial information about its sales. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI.
Fiscal year 2018 - HNI Corporation had net sales of $2.2 billion
Fiscal year 2017 - HNI Corporation had net sales of $2.1 billion
Fiscal year 2016 - HNI Corporation had net sales of $2.2 billion

E. Submit FEIN and Dunn & Bradstreet report:

Allsteel's FEIN # is 36-0717079. Please see pages 73 - 75 for our D&B report.

F. Describe any green or environmental initiatives or policies:

We pursue positive change with a simple, clear purpose to make things better every day. Our commitments to lean manufacturing, responsible sourcing and distribution, reduction of material waste and emissions, and environmentally-conscious product development serve as the foundation of our sustainability program and help guide our actions.

We've been working to make our products healthier by evaluating the chemicals in our materials. We've achieved

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Cradle to Cradle Certified™ Bronze for several of our products, which contributes to both LEED and WELL certification. Our products are also Indoor Advantage™ Gold certified for low indoor air emissions, and contribute to a healthier indoor environment. Allsteel | Gunlocke's portfolio of fabrics and finishes can be used to select finishes that not only create a beautiful, inviting space, but also one that incorporates nature's patterns, boosting positive feelings, and nurturing the human-nature connection. Allsteel | Gunlocke has implemented the Design for the Environment (DfE) procedure to guide the design of new products to consider environmental impacts upfront in the process. We design furniture to be durable and long-lasting and to waste as little as possible in the manufacturing process. Factors considered include materials selection (encouraging recycled content, renewable materials, and certified wood), minimum packaging materials to protect the product but generate less waste, decreasing manufacturing impacts on energy and water, reduction of chemicals of concern, ease of disassembly for recycling, and end of product life fate. Examples of our application of the DfE procedure include:

Low-emitting materials
Most HNI products have undergone third party emissions testing to verify compliance to ANSI/BIFMA M7.1/X7.1 and CDPH Cal01350 test methods and standards. Indoor air quality certified products are commonly requested by customers, government agencies, and green building certifications, like LEED, WELL, and the Living Building Challenge. Most of HNI's products are Indoor Advantage or Indoor Advantage Gold certified by SCS Global Services, which often meet or exceed the requirements of these groups.

Rapidly renewable resources
Gunlocke's Stratawood veneer is manufactured from a rapidly renewable plantation Poplar. The average percent by weight of this material can be up to 3% if Stratawood veneer is selected (based on average furniture typical configurations). Gunlocke's Savor chair back is made from Myco board material. Instead of plastic, which is made from oil, this seat back is grown using Ecovative's mushroom material technology. It starts with agricultural waste, like corn stalks, which are "glued" together with mycelium. Mycelium is analogous to the roots of mushrooms, and it acts as a natural self-assembling resin. This grows and is compressed to form Myco Board. It's natural, biobased, and compostable. Myco Board is 99% biobased, and has been certified under the USDA's bio-preferred program. The average percent by weight contribution for this material is 9% of each Savor chair.

Sustainably grown and harvested wood resources
It is the policy of HNI to avoid using wood from forest areas where traditional or civil rights are violated, forest areas where high conservation values are threatened by management activities; wood from forests in which genetically modified trees are planted; wood that has been harvested illegally or wood harvested from areas which have been converted from natural forest to plantations or non-forest uses. HNI offers select FSC certified casegoods and wood seating product, some at no up-charge, using a mixed-credit system.

Upholstery options
HNI offers a wide array of upholstery options with sustainable attributes, including:
- Fabrics made from, or including rapidly renewable materials like wool, cotton, linen, cork and jute.
- Up to 100% post-consumer recycled content
- 100% Eco-Intelligent® polyester
- PFOA-Free Finishes and Low Fluoro-Carbon Finishes
- Treatment-free (no added flame retardants, stain repellents, or antimicrobials)
- Facts-NSF 336 certified

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G. Describe any diversity programs or partners supplier does business with and how participating agencies may use diverse partners through the master agreement. Indicate how, if at all, pricing changes when using the diversity program.

Allsteel | Gunlocke, and its parent company, HNI Corporation, value diversity in the workplace and our supplier base and dealer network. Allsteel | Gunlocke maintains various levels of supplier diversity reporting, for both direct and indirect supply chain requirements because at Allsteel | Gunlocke we recognize the value of offering opportunities to small, minority, woman owned and other historically disadvantaged businesses that meet our primary objective of superior product quality.

Efforts to track and increase Allsteel | Gunlocke's dealer and supplier diversity are driven primarily through the company's GSA Small Business Subcontracting Plan. The Subcontracting Plan highlights the efforts that Allsteel | Gunlocke makes towards expanding its dealer and supplier diversity, which include, but are not limited to utilizing local, small businesses when possible to fulfill sourcing needs, and ensuring small, diverse suppliers and dealers have opportunities to respond to solicitations. The Subcontracting Plan does not impact overall project pricing.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disabled veterans, etc.

Allsteel | Gunlocke does not qualify for any historically underutilized business certifications.

I. Describe how Supplier differentiates itself from its competitors.

We believe that value added service *and* product solution is critical to our customers' success in creating a good workplace experience, and getting the most value from the furniture investment. This should not be a premium. Allsteel | Gunlocke's Value Added Services (outlined below) are included in the furniture pricing.

Ergonomics
At Allsteel | Gunlocke, we believe that being a leader in ergonomic office products means more than showing users how to adjust their furniture. We believe in solving real, day-to-day problems in the workplace. We believe in educating everyone on the benefits of ergonomics and how to apply ergonomic principles in their workplace. We think that product innovation is the most direct way to help solve ergonomic issues in the workplace. Dr. Lauren Gant is available to assist with creating ergonomic standards and evaluation criteria at no charge to agencies.

Sustainability
We were early adopters of nearly all applicable furniture sustainability certifications and our brands were among the first to certify our products using the SCS Indoor Advantage Gold and BIFMA level certifications, to which a majority of our products are still certified today. We received our FSC Chain of Custody certificate to provide Forest Stewardship Council (FSC) Certified product in 2009. Today, we purchase more than 75,000 tons of FSC Controlled Wood materials annually, all of which is sustainably sourced from forests and suppliers audited by FSC.

Health & Wellness
As furniture manufacturers, we understand how our products can impact health and wellness. From emissions to ergonomics, we strive to develop healthy, human-centered products that are low-emitting and promote comfort and movement. We know occupant comfort can influence focus and workplace satisfaction, which are essential elements

to improving productivity at work. Adjustability is the key to reducing physical strain and maximizing ergonomic comfort in workstations. Our vast product portfolio of height-adjustable desks, adjustable task chairs, and ergonomic accessories like monitor arms and keyboard trays can help employees customize their workstation to better fit their individual bodies and working styles. Many of our brands offer ergonomic educational materials to help customers understand how to fit workstations to individual employee needs.

Our Allsteel brand was an early adopter of the WELL Building Standard. In 2017, our Los Angeles showroom became the first project in the world to achieve WELL Certified™ Gold under the Retail Pilot Program. Allsteel's Boston showroom followed suit in mid-2018, and the shared Allsteel | Gunlocke showroom in Chicago achieved WELL Gold certification this summer. As a leader in this industry, we are happy to share our lessons learned and certification tips with our customers.

Allsteel | Gunlocke Workplace Advisory Team
Allsteel | Gunlocke's Workplace Advisors share research, experience, and perspectives on how trends — like social change and technology — are playing out in the workplace. We then help you evaluate these trends through the lens of your own organization's unique culture, goals, and objectives to determine what's most relevant and applicable to you. Allsteel | Gunlocke's Workplace Advisory team provides consultative services in three main areas:

1. Decision Support
2. Application and Solution Development
3. Change Management

In all cases, we will coordinate and partner with clients and their design teams through all project phases as needed to seamlessly deliver an effective workplace solution.

J. Describe any present or past litigation, bankruptcy, or reorganization involving Supplier.

As a large corporation, Allsteel | Gunlocke is involved in various litigation that has arisen in the ordinary course of business. However, Allsteel | Gunlocke has not had any projects terminated by a government entity. Furthermore, it is in the company's opinion, after consultation with legal counsel, that liabilities, if any, resulting from current litigation matters are not expected to have a material adverse effect on Allsteel | Gunlocke's financial condition.

K. Felony Conviction Notice.

Allsteel | Gunlocke is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against Supplier.

Allsteel was placed on the Excluded Parties List System in error on September 3, 2009. The matter was quickly corrected and Allsteel was removed from the list on September 10, 2009. The fact that Allsteel was removed from the list after only one week confirms that Allsteel should not have been on the list and is a responsible government contractor.

3.2 Distribution, Logistics

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A. Describe the full line of Products and Services offered by Supplier.

Allsteel | Gunlocke simplifies organizations' complex workplace needs, providing a single point of contact to oversee national projects, from kickoff and installation through post-occupancy and optimization. We demystify the workplace planning process by helping public agencies align their workplace strategy with their organizational strategy. We help drive meaningful change in the way they work, through workplace furniture systems and services. With every project we touch, we work to deeply understand our customer's unique goals and challenges, so that every piece and interaction of the new space pushes their vision and direction forward. The result are solutions that drive meaningful changes in the way our customers want to work today, as well as tomorrow.

Our comprehensive furniture portfolio consists of award-winning systems and freestanding furniture, seating, chairs and soft seating, filing systems, storage, and modular walls. Combined these pieces create solutions that serve each customer's very specific needs, scale, and budget. Allsteel | Gunlocke strives to ensure we are providing the best price and product value by leveraging all HNI brands.

B. Describe how supplier proposes to distribute the products/services nationwide. Include any states where Products and Services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Allsteel distributes products and services through a national network of certified dealers. We have over 200 dealers with locations in all markets in the US. Our dealer partners have a full range of services including space planning, specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, buy-back and project management services.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement

Participating agencies will submit orders via direct ordering or through retail (Dealer Partner) locations. Upon submission via direct ordering, agencies will select the contract as OMNIA Partners, Public Sector to receive Master Agreement pricing. If working through a retail application with our Dealer Partners, participating agencies will specify the contract as OMNIA Partners, Public Sector. When order is acknowledged by the Supplier, a Receipt of Acknowledgment will be sent to the submitting party which contains contract , product, and pricing information. Additionally, we review orders on contract to ensure compliance.

D. Identify all other companies that will be involved in processing, handling or shipping the Products/ Services to the end user.

HNI is a leading global office furniture company. Our brands are among the strongest, most widely known and respected in our industry. The depth and breadth of our products and services, the scale and capability of our manufacturing and the strength of our distribution enables us to provide the most efficient means of processing, handling, and shipping of our products to public agencies nationwide.

Eight HNI operating units participate in the furniture industry - these operating units include Allsteel Inc, The HON Company LLC, Maxon Furniture Inc., The Gunlocke Company, Hickory Business Furniture (HBF), OFM LLC, HNI Hong Kong Limited (Lamex), HNI Office India Limited (HNI India).

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The carriers that will be shipping and handling products to the end user are the following: RUAN, DCM Transport, Inc., Nussbaum Transportation, and Don Hummer Trucking.

E. Provide the number, size and location of Company's distribution facilities, warehouses and retail network as applicable.

Location	Approximate Square Feet	Owned or Leased	Description of Use
Cedartown, Georgia	550,000	Owned	Manufacturing Office Furniture / Regional Warehouse
Dongguan, China	373,000	Leased	Manufacturing Office Furniture / Regional Warehouse
Garland, Texas	211,000	Leased	Warehousing Office Furniture
Hickory, North Carolina	206,000	Owned	Manufacturing Office Furniture
Lake City, Minnesota	242,000	Owned	Manufacturing fireplaces
Mechanicsburg, Pennsylvania	400,000	Leased	Warehousing Office Furniture
Mt. Pleasant, Iowa	378,000	Owned	Warehousing Office Furniture
Muscatine, Iowa	273,000	Owned	Manufacturing Office Furniture
Muscatine, Iowa	578,000	Owned	Manufacturing Office Furniture / Regional Warehouse
Muscatine, Iowa	810,000	Owned	Manufacturing Office Furniture / Regional Warehouse
Muscatine, Iowa	238,000	Owned	Manufacturing Office Furniture
Nagpur, India	355,000	Owned	Manufacturing Office Furniture
Wayland, New York	716,000	Owned	Manufacturing Office Furniture / Regional Warehouse

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to suppliers teams nationwide, to include, but not limited to:
i. Executive leadership endorsement and sponsorship of the award as one of the public sector go-to-market strategies within the first 10 days
ii. Training and education of Company's national sales force with participation from the Company's executive leadership, along with OMNIA Partners, Public Sector team within first 90 days.

Allsteel will immediately implement the OMNIA Region 4 contract as one of the primary go to market strategies for Public Agencies nationwide. This will be accomplished as follows:

Leadership Endorsement
- VP of Sales and VP of Public Sector announce contract award within 10 days of notification of award to all sales leadership, field sales members and dealer partners
- Reinforce announcement of OMNIA Contract to all field sales members during the Monthly All Field Sales Call - March 2020

Education and Training
1. National launch of contract specifics on monthly field sales calls to include all employees – March 2020
2. Educate Allsteel field sales member on benefits of OMNIA Region 4 Contract – March 2020
3. Work with Allsteel Regional Managers to develop a market specific sales plan for dealer partners – March 2020
4. Train all Public Sector Managers on products and process – March 2020
5. Leverage current selling team of Market Managers, Business Development Managers and Dealer Sales Representatives to educate clients on advantages of using OMNIA Region 4 Contract – ongoing
6. Retrain dealer sales representatives on the benefits of driving business through cooperative purchasing agreements and specifically OMNIA Region 4 Contract – April 2020

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B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Company, as well as to prospective Public Agencies nationwide immediately upon award, in include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, contract details and contract information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days.
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Company specific trade shows, conferences and meetings throughout the term of the Master Agreement. Except for the NISP show, attendance at all other Company-specific trade shows, conferences, and meetings as specified shall be at the company's discretion. Allsteel will attend Onmia Partner shows, summits, conferences, etc. as able based on cost and available personnel.
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Parters for partner suppliers. Booth space will be purchased and staffed by Company. In addition, Company commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).
viii. Dedicated OMNIA Partners, Public Sector Internet web-based homepage on Company's website with:

- *OMNIA Partners, Public Sector standard logo;*
- *Copy of original Request for Proposal*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing materials;*
- *Electronic link to OMNIA Partners, Public Sector website including the online registration page; and*
- *A dedicated toll-free number and email address for OMNIA Partners, Public Sector.*
-

Allsteel will actively market to State, City, County agencies as well as to Colleges, Universities and Nonprofit Organizations through the effective use of the OMNIA Region 4 contract. This will be accomplished as follows:

Sales Activities

1. Conduct focused selling events in every Allsteel region with appropriate Public Sector Manager – March/April 2020
    a. Develop strategy to increase sales in top 8-10 current customers – April/May 2020
    b. Develop strategy to increase sales in top 5 public universities in target markets – April/May 2020
    c. Identify and develop selling strategy for key non-profit organizations – April/May 2020
2. Identify national "super users" with multiple contracts who are not familiar with Allsteel – April/May 2020
3. Focus on key public universities and colleges in target regions – April/May 2020
4. Attend Regional Summits to increase exposure to Public Agencies in targeted regions

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Marketing Activities
1. Communicate OMNIA Region 4 Contract award in press release within first 15 days
2. Announce award through Allsteel social media platforms within first 15 days and continuously throughout first quarter 2020
3. Review trade shows/summits/events that Allsteel should attend in 2020 with both Allsteel and dealer partners – April 2020
4. Re-launch OMNIA Partners National Catalog to include OMNIA Region 4 contract info to dealer partners – March 2020
5. Update single page OMNIA Partners/Allsteel selling sheet - March 2020
6. Refresh Allsteel info on OMNIA Partners website to link to Allsteel selling materials and Allsteel website – March 2020
7. Update Allsteel website to include link to OMNIA Partners contract materials and OMNIA Partners website – March 2020

C. Describe how the Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Allsteel will work to position OMNIA Region 4 as one of our premier cooperative agreements.

Allsteel holds the following cooperative contracts:
IPHEC in Illinois
OMNIA Partners, County of DuPage
OMNIA Partners, Region 4
NASPO in 9 Western States
NCPA in Texas
E&I (Gunlocke Only)

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

Allsteel | Gunlocke agrees to provide our company logo for agreed upon marketing communications and promotions.

E. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales and initiative should communicate:
i. Master Agreement was competitively solicited and public awarded by a Principal Procurement Agency;
ii. Best government pricing;
iii. No cost to participate; and
iv. Non-exclusive contract

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Agree and understood.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
i. Key features of Master Agreement;
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector; and
iv. Knowledge of benefits of the use of cooperative contracts.

Agree and Understood.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

i. Executive Support
Name: Jeff Rach
Title: VP, Public Sector
Email & Phone: RachJ@allsteeloffice.com, 202-430-2626

ii. Marketing
Name: Jordan Arnold
Title: Marketing Manager 2
Email & Phone Number: ArnoldJordan@allsteeloffice.com, 563-554-4910

iii. Sales
Name: Laura Perry
Title: National Sales Manager, Publc Sector
Email & Phone: PerryL@allsteeloffice.com, 480-416-4791

iv. Sales Support
Name: Kieran Morrison
Title: Government Sales Specialist
Email & Phone: MorrisonK@allsteeloffice.com, 202-494-0094

v. Financial Reporting
Name: Eric Schroeder
Title: VP, Finance
Email & Phone: SchroederE@allsteeloffice.com, 563-506-3265

Appendix D | Exhibit A

vi. Accounts Payable
Name: Jennifer Curry
Title: Accountant 2
Email & Phone: CurryJ@hnicorp.com, 563-272-7137

vii. Contracts
Name: Chris McCormick
TItle: Government Business Administrator
Email: McCormickCD@hnicorp.com, 563-275-0900

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Allsteel Inc. is a nationally distributed company with 9 regions with an average of 12+ sales members per region. Each region is made up of the following sales members:

- Market Managers (MM) - focus on dealer distribution and development.
- Business Development Manager (BDM) - focus on developing new end user customer (which would include state agencies and universities and work with our dealer partners to close the sale).
- A&D Representatives - focused on A&D firms to develop specifications for Allsteel | Gunlocke projects.
- Resource Managers – manage the Allsteel Inc. and The Gunlocke Company showrooms throughout the U.S.
- Region Managers – focused on developing their team of sellers to penetrate existing and new clients in a given geographic area.
- Jeff Rach – Vice President, Higher Education and State/Local Government
- Diane Collevechio – Vice President, Marketing & Sales - Allsteel Inc. / The Gunlocke Company
- Stephen Westog - Vice President, Field Sales (East) - Allsteel Inc. / The Gunlocke Company
- Eric Wiebers - Vice President, Field Sales (West/Central) - Allsteel Inc. / The Gunlocke Company
- Beth Gall - Director of Sales, The Gunlocke Company

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

The Omnia Partners contract is a key component of our Public Sector sales strategy and as such receives the full support of Allsteel | Gunlocke leadership. During the term of the Master Agreement, Allsteel |Gunlocke will manage the overall national program through the combined efforts of our Public Sector Sales Team and our HNI Contracts and Compliance Team. The Public Sector Sales Team is led by Jeff Rach who is actively involved in supporting our Omnia Partners relationship nationwide. Our State/Local and Education sales efforts are led by Laura Perry. She will manage the Omnia Partners contract day to day and ensure it stays top of mind to our regional sales teams. Our marketing support of the Omnia contract is led by Jordan Arnold. Jordan is responsible for website development and promotions. These three will work hand in hand with Allsteel | Gunlocke sales leadership, field sales and dealer partners to develop effective sales tools to drive sales results. Laura and Jordan will work with Omnia Partners sales and marketing teams monthly to ensure both entities are working to mutually support the growth of the Region 4/Omnia Partners contract. They will do this through joint monthly calls, targeted marketing campaigns, and social media output. In addition, at the field level, we will work to develop strong relationships between Omnia

Appendix D | Exhibit A

Partners regional sales teams and Allsteel | Gunlocke field sales teams. Particular emphasis will be placed on lead sharing and joint calls where applicable.

The HNI Contracts and Compliance Team will oversee the Omnia Partners agreement to ensure contractual compliance, manage product additions, price increases, and reporting on a monthly and quarterly basis.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Allsteel will manage the overall national program through a team of individuals within our government accounts administration team. This group will oversee the OMNIA Partners agreement to ensure proper client additions, new product additions, promotions, website development/maintenance and reporting on a monthly basis.

J. State the amount of Supplier's Public Agency Sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Allsteel Inc. is wholly-owned by HNI Corporation and HNI does not disclose financial information about its sales by operating company. Federal and state and local government business represent significant sales for HNI Corporation. Please see our client references included in the Qualifications & Experience section of this response.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Allsteel utilizes an Oracle ERP Enterprise system to manage it's entire business platform. The system cohesively integrates all business activities including Sales, Manufacturing, AR and AP. Oracle manages all orders loaded into the system and schedules manufacturing based on demand and supply chain variables. All activities are electronically coordinated to ensure that lead times are maintained and uphold customer expectations. There are backup systems including manual override capabilities to address individual and custom requirements as they occur.

Information on Allsteel's products and services along with environmental, ergonomics, and workplace solutions information is readily available online on Allsteeloffice.com. Allsteel Dealers utilize the Internet to submit all orders and have online ability to track order status, review invoices, and obtain other customer-specific information. Allsteel is also equipped to support many common electronic ordering platforms and Enterprise Resource Planning (ERP) systems. We will make every effort to work with dealers and customers to provide online capabilities as needed.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$1M in year one
$2M in year two
$4M in year three

Appendix D | Exhibit A

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA parters, Public Sector).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Allsteel Inc. would like to propose the exceptions to the original RFP language noted in our exceptions document.

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

ALABAMA:
Interior Elements LLC
2320 1st Ave N Ste 110
Birmingham, AL 35203

McAleer's Office Furniture
3305 Spring Hill Ave
Mobile, AL 3 6607

STAPLES FURNITURE SOLUTIONS
5551 Parkwest Dr, Ste 115
Bessemer, AL 35022

U.S. Business Products
3860 Napier Field Road
Dothan, AL 36303

ALASKA:
Arctic Office Products
100 W Fireweed Lane
Corner of Fireweed & 'A' St
Anchorage, AK 99503

Juneau Business Interiors
Mendenhall Mall Rd, Ste 5B
Juneau, AK 99801

STAPLES FURNITURE SOLUTIONS
4831 Old Seward Hwy
Anchorage, AK 99503

ARIZONA:
Forward Tilt LLC
6340 E Thomas Rd Ste 200
Scottsdale, AZ 85251

STAPLES FURNITURE SOLUTIONS
8602 W Buckeye Rd Ste 103
Tolleson AZ 85006

ARKANSAS:
Moser Sales Corporation
601 N 13th St
Rogers, AR 72756

STAPLES FURNITURE SOLUTIONS
2201 Brookwood Dr, Ste 110
Little Rock, AR 72202

STAPLES FURNITURE SOLUTIONS
322 N Bloomington St Ste A & B
Lowell, AR 72745

CALIFORNIA:
Bernards Office Furniture
20935 B Warner Center Lane
Woodland Hills, CA 91367

Cal & Stan Inc. dba Cal Bennett's Inc.
615 North Plaza Dr
Visalia, CA 93291

Campbell Keller
3766 Bradview Dr
Sacramento, CA 95827

Corporate Business Interiors
3501 Jamboree Rd
South Tower, Ste 400
Newport Beach, CA 92660

CSI Fullmer
131 N El Molino Ave, Ste 170
Pasadena, CA 91101

InsideSource - San Carlos
985 Industrial Rd, Ste 101
San Carlos, CA 94070

InsideSource - San Francisco
9 Maritime Plaza, Ste 20
San Francisco, CA 94111

InsideSource - San Jose
300 Park Ave, Ste 150
San Jose, CA 95110

Parron Hall
9655 GRANITE RIDGE DR, STE 100
SAN DIEGO, CA 92123

Sam Clar Office Furniture
1221 Diamond Way
Concord, CA 94520

STAPLES FURNITURE SOLUTIONS
9440 Lurline Avenue
Chatsworth, CA 91311

STAPLES FURNITURE SOLUTIONS
16501 Trojan Way
La Mirada,CA 90638

CALIFORNIA (CONTINUED):
STAPLES FURNITURE SOLUTIONS
6601 Overlake Place
Newark, CA 94560

STAPLES FURNITURE SOLUTIONS
1164 W National Drive, Ste 20
Sacramento,CA 95834

STAPLES FURNITURE SOLUTIONS
13225 Danielson Str
Poway, CA 92064

STAPLES FURNITURE SOLUTIONS
235 Pine Street, Ste 100
San Francisco, CA 94104

Westfall Commercial Furniture Inc
444 S. Flower Street, Ste 4280
Los Angeles, CA 90071

COLORADO:
IE Connect
1331 19th St
Denver, CO 80202

STAPLES FURNITURE SOLUTIONS
13800 E 39th Avenue
Aurora, CO 80011

CONNECTICUT:
STAPLES FURNITURE SOLUTIONS
2777 Summer Street, 2nd Floor
Stamford, CT 06905

STAPLES FURNITURE SOLUTIONS
400 Long Beach Blvd
Stratford,CT 06615

Inside Source
501 Merrit 7
Norwalk, CT 06851

W.B. Mason Company
2460 State St
Hamden, CT 06517

W.B. Mason Company
151 Woodward Ave
Norwalk, CT 06854

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

CONNECTICUT (CONTINUED):
W.B. Mason Company
2 Consumers Ave
Norwich, CT 06360

W.B. Mason Company
43 N Rd
East Windsor, CT 06088

DELAWARE:
Douron
220 Continental Dr, Ste 106
Newark, DE 19713

W.B. Mason Company
113 Interchange Blvd
Newark ,DE 19711

DISTRICT OF COLUMBIA:
Cofco Office Furnishings
801 17th St NW, Ste 325
Washington, DC 20006

FLORIDA:
Align 1 Solutions
1301 E Broward Blvd, Ste 320
Fort Lauderdale, FL 33301

Commercial Design Services
5805 Barry Road
Tampa, FL 33634

Commercial Design Services Inc
9428 Baymeadows Rd #112
Jacksonville, FL 32256

Commercial Design Services Inc
640 Douglas Avenue, Ste 1514
Altamonte Springs, FL 32714

Commercial Design Services
508 Capital Circle SE, Unit 508-C
Tallahassee, FL 32301

Compass Office Solutions
3320 Enterprise Way
Miramar, FL 33025

STAPLES FURNITURE SOLUTIONS
12730 Commonwealth Drive, Ste 8
Fort Meyers, FL 33913

FLORIDA (CONTINUED):
STAPLES FURNITURE SOLUTIONS
6631 Executive Pk Ct N, Bldg 100,
Ste 108
Jacksonville, FL 32216

STAPLES FURNITURE SOLUTIONS
10701 Central Port Drive
Orlando, FL 32824

STAPLES FURNITURE SOLUTIONS
3991 Commerce Parkway
Miramar, FL 33025

STAPLES FURNITURE SOLUTIONS
4661 Oak Fair Blvd
Tampa, FL 33610

W.B. Mason Company
1673 Mason Ave
Daytona Beach, FL 32117

W.B. Mason Company
11741 Phillips Hwy
Jacksonville, FL 32256

W.B. Mason Company
10801 NW 103rd St
Miami,FL 33178

W.B. Mason Company
2405 Commerce Park Dr
Orlando, FL 32819

W.B. Mason Company
9945 Currie Davis Dr
Tampa, FL 33619

GEORGIA:
Malone Office Environments
1345 Thirteenth Ave
Columbus, GA 31901

Office Creations Inc
5250 Brook Hollow Pkwy
Norcross, GA 30071

STAPLES FURNITURE SOLUTIONS
6600 Peachtree Dunwoody Rd NE
Bldg 600, Ste 400
Atlanta, GA 30328

GEORGIA (CONTINUED):
STAPLES FURNITURE SOLUTIONS
7800 Third Flag Parkway
Austell, GA 30168

Weinberger's Business Interiors
3023 Riverwatch Pkwy, Ste G
Augusta, GA 30907

HAWAII:
Ryan Michael Corp. dba Senetics
430 Sumner Str
Honolulu, HI 96817

IDAHO:
Business Interiors of Idaho
176 S Capitol Blvd
Boise, ID 83702

STAPLES FURNITURE SOLUTIONS
2756 S Cole, Ste 120
Boise, ID 83709

ILLINOIS:
Henricksen
328 South Jefferson Street, Ste 950
Chicago, IL 60661

Henricksen
1101 West Thorndale Avenue
Itasca, IL 60143

Henricksen
401 SW Water Street, Ste 205
Peoria, IL 61602

Midwest Office Interiors
10330 Argonne Woods Dr, Ste 600
Woodridge, IL 60517

STAPLES FURNITURE SOLUTIONS
665 W North Avenue, Ste 200
Lombard, IL 60148

Stocks Business Furniture Inc.
602 South Country Fair Drive
Champaign, IL 61821

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

INDIANA:
HDW Commercial Interiors
2274 W 93rd Ave
Merrillville, IN 46410

Peerless Printing & Office
Supply Corporation
513 S Washington St
Marion, IN 46953

STAPLES FURNITURE SOLUTIONS
8909 Purdue Rd, Ste 160
Indianapolis, IN 46268

Workspace Solutions
2208 Production Rd
Fort Wayne, IN 46805

IOWA:
All Makes Office Equipment
500 E Court Ave, Ste 150
Des Moines, IA 50309

Office Elements
1508 Jefferson St
Waterloo, IA 50702

Office Elements
713 Nebraska St
Sioux City, IA 51101

Office Elements
1280 N Lake Ave, Ste 1
Storm Lake, IA 50588

Office Elements
401 1st St SE, Ste 101
Cedar Rapids, IA 52401

Paragon Commercial Interiors
210 Emerson Place, Ste 300
Davenport, IA 52801

STAPLES FURNITURE SOLUTIONS
5000 Tremont Ave, Ste 106
Davenport, IA 52807

STAPLES FURNITURE SOLUTIONS
2861 104th St, Ste F&G
Urbandale, IA 50322

IOWA (CONTINUED):
Storey Kenworthy
424 S Bell Ave
Ames, IA 50010

Storey Kenworthy
1495 Boyson Road
Hiawatha, IA 52233

Storey Kenworthy
1014 S Mill St, Ste 310
Decorah, IA 52101

Storey Kenworthy
809 Central Ave, Ste 310
Fort Dodge, IA 50501

Storey Kenworthy
16 E Main St, Ste 120
Marshalltown, IA 50158

Storey Kenworthy
506 S President Ave
Mason City, IA 50401

Storey Kenworthy
1612 Jackson Ave
Spirit Lake, IA 51360

Storey Kenworthy
1333 Ohio St
Desmoines, IA 50314

KANSAS:
Modern Business Interiors LLC
14205 W 95th St
Lenexa, KS 66216

KENTUCKY:
Hurst Office Supplies
500 Buck Place
Lexington, KY 40507

STAPLES FURNITURE SOLUTIONS
2307 River Rd, Ste 102
Louisville, KY 40206

LOUISIANA:
General Office Supply
1003 Jefferson St
Lafayette, LA 70501

LOUISIANA (CONTINUED):
General Office Supply Company
320 7th St
Lake Charles, LA 70601

Louisiana Office Supply
7643 Florida Blvd
Baton Rouge, LA 070806

STAPLES FURNITURE SOLUTIONS
4324 S Sherwood Forest Blvd, Ste
170
Baton Rouge, LA 70816

MAINE:
Union Office Interiors
635 Eastern Ave
Augusta, ME 04330

W.B. Mason Company
188 Waters St
Augusta, ME 04330

W.B. Mason Company
78 Rice St
Bangor, ME 04401

W.B. Mason Company
1455 Concord St
Framingham, ME 01701

W.B. Mason Company
121 1/2 Wells St
Greenfield, ME 01301

W.B. Mason Company
106 Pine Tree Industrial Pkwy
Portland, ME 04102

MARYLAND:
Cofco Group
115 West St, Ste 301
Annapolis, MD 21401

Douron
10 Painters Mill Rd
Owings Mills, MD 21117

Office Images
2099 Gaither Rd, Ste 130
Rockville, MD 20850

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

MARYLAND (CONTINUED):
STAPLES FURNITURE SOLUTIONS
7021 Dorsey Rd
Hanover, MD 21076

W.B. Mason Company
9420 Gerwig Way
Columbia, MD 21046

W.B. Mason Company
1280 Landing Ln, Ste 5
Westminster, MD 21157

MASSACHUSETTS:
Total Office Interiors
129 Portland St
Boston, MA 02214

Union Office Interiors
226 Andover St
Wilmington, MA 01887

W.B. Mason Company
647 Summer St
Boston, MA 02127

W.B. Mason Company
1010 W Chestnut St
Brockton, MA 02301

W.B. Mason Company
55 Falmouth Rd
Hyannis, MA 02601

W.B. Mason Company
272 W Cummings Park
Woburn, MA 01605

MICHIGAN:
Interior Environments
48700 Grand River, Ste 250
Novi, MI 48374

Interstate Office Interiors
5116 S Sprinkle Rd
Portage, MI 49002

Kentwood Office Furniture Inc.
3063 Breton Rd SE
Grand Rapids, MI 49512

Kerr Albert Office Supply
1121 Military St
Port Huron, MI 48060

MICHIGAN (CONTINUED):
STAPLES FURNITURE SOLUTIONS
17187 N Lauren Park Dr, Ste 220
Livonia, MI 48152

MINNESOTA:
Cooper Office Supply
102 E Lincoln Ave
Fergus Falls, MN 56537

Henricksen
1101 W River Pkwy, Ste 100
Minneapolis, MN 55415

STAPLES FURNITURE SOLUTIONS
1233 W Country Rd E
Arden Hills, MN 55112

MISSISSIPPI:
Interior Elements LLC
830 Wilson Dr, Ste A
Ridgeland, MS 39157

MISSOURI:
Benchmark Office Solutions, dba
Samco Business Prod.
3612 W Truman Blvd
Jefferson City, MO 65109

Contract Furnishings Inc
3129 Main St
Kansas City, MO 64111

Modern Business Interiors LLC
1023 Portwest Dr
St Charles, MO 63303

STAPLES FURNITURE SOLUTIONS
1400 N Cambridge Ave
Kansas City, MO 64120

STAPLES FURNITURE SOLUTIONS
8941 Springdale Ave
St. Louis, MO 63134

MONTANA:
360 Office Solutions
3676 Pierce Pkwy
Bilings, MT 59106

J2 Office Products
700 Sunset Blvd
Kalispell, MT 59901

MONTANA (CONTINUED):
Office Solutions & Services (OS2)
1020 North Ave West
Montana Ofc Machines of Missoula
Missoula, MT 59801

NEBRASKA:
All Makes Office Equipment
3333 O St
Lincoln, NE 68510

All Makes Office Equipment
2558 Farnam St
Omaha, NE 68131

STAPLES OFFICE SOLUTIONS
4205 S 96th St
Omaha, NE 68127

NEVADA:
STAPLES FURNITURE SOLUTIONS
5401 Longley Lane, Ste 16-17
Reno, NV 89511

Westfall Commercial Furniture
3900 Paradise Rd, Ste 266
Las Vegas, NV 89169

NEW HAMPSHIRE:
W.B. Mason Company
8001 S Willow St
Manchester, NH 03103

NEW JERSEY:
Business Environments LLC
7 Entin Rd
Parsippany, NJ 07054

Casey's Executive Interiors
152 Route 22 West
Green Brook, NY 08812

STAPLES FURNITURE SOLUTIONS
45 Cedar Lane
Engelwood, NJ 07631

STAPLES FURNITURE SOLUTIONS
163 Madison Ave, 3rd Floor
Morristown, NJ

W.B. Mason Company
151 Heller Place
Bellmawr, NJ 08031

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

NEW JERSEY (CONTINUED):
W.B. Mason Company
21 Commerce Dr
Egg Harbor Twp, NJ 08234

W.B. Mason Company
535 Secaucus Rd
Secaucus, NJ 07094

W.B. Mason Company
21 Commerce Dr
South Brunswick, NJ 08512

NEW MEXICO:
Beck Total Office Interiors
606 W Amador Ave
Las Cruces, NM 88005

Beck Total Office Interiors
8300 Jefferson St NE, Ste A
Albuquerque, NM 87113

STAPLES FURNITURE SOLUTIONS
5941 Midway Park Blvd NE, Ste D
Albuquerque, NM 87109

NEW YORK:
Davies Office Refurbishings, Inc.
40 Loudonville Rd
Albany,NY12204

Henricksen
1040 Ave of the Americas, 22nd Floor
New York, NY 10018

Mid City Office Equipment Inc
2495 Main Street, Ste 240
Buffalo, NY 14214

Office Furniture Direct Inc
1240 Route 110 (Broad Hollow Road)
Farmingdale, NY 11735

STAPLES FURNITURE SOLUTIONS
30 Broadway, 8th Floor
New York, NY 10006

STAPLES FURNITURE SOLUTIONS
50 Methodist Hill Drive, Ste 1300
Rochester, NY 14623

NEW YORK (CONTINUED):
STAPLES FURNITURE SOLUTIONS
5793 Widewaters Pkwy, Suite 110
Syracuse, NY 13214

Syracuse Business Center Inc, The
750 W Genesee St
Syracuse, NY 13204

The Atlantic Group
45 W 45th St, 11th Floor
New York, NY 10036

W.B. Mason Company
29 Mill St
Albany, NY 12204

W.B. Mason Company
1160 Commerce Ave
Bronx, NY 10462

W.B. Mason Company
53 West 23rd St, 10th Floor
New York, NY 10010

W.B. Mason Company
2855 Broadway
Cheektowaga, NY 14227

W.B. Mason Company
90 Nicon Ct
Hauppauge, NY 11788

W.B. Mason Company
12 Jeanne Dr
Newburgh, NY 12550

W.B. Mason Company
22 Veterans Lane
Plattsburg, NY 12901

W.B. Mason Company
45 Vantage Point Dr, Bldg L
Rochester, NY 14624

W.B. Mason Company
137 Main St
Southampton, NY 11968

W.B. Mason Company
1200 State Fair Blvd
Syracuse, NY 13209

NEW YORK (CONTINUED):
W.B. Mason Company
9396 River Rd
Marcy, NY 13403

W.B. Mason Company
150 Factory St
Watertown, NY 13601

W.B.Mason Company
379 Broad St
Waverly, NY 14892

NORTH CAROLINA:
Interior Elements LLC
800 West Hill St, Ste 404
Charlotte, NC 28208

Interior Elements LLC
1111-200 Haynes St
Raleigh, NC 27604

STAPLES FURNITURE SOLUTIONS
5600 Seventy-Seven Cntr Dr, Ste 180
Charlotte, NC 28208

STAPLES FURNITURE SOLUTIONS
202 Centreport Dr
Greensboro, NC 27409

STAPLES FURNITURE SOLUTIONS
1616 E Millbrook Rd, Ste 310
Raleigh, NC 27609

STAPLES FURNITURE SOLUTIONS
1133 Poplar Creek Rd
Henderson, NC 27537

OHIO:
Dupler Office
330 West Spring St, Ste 150
Columbus, OH 43215

Environments 4 Business
515 Euclid Ave, Ste 100
Cleveland, OH 44114

Environments 4 Business
3421 Ridgewood Rd, Ste 270
Fairlawn, OH 44333

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

OHIO (CONTINUED):
FriendsOffice
4604 Salem Ave
Dayton, OH 45416

FriendsOffice
2300 Bright Rd
Findlay, OH

Office Furniture Source
2920 East Kemper Rd
Cincinnati, OH 45241

Seagate Office Products Inc
1044 Hamilton Drive
Holland, OH 43528

STAPLES FURNITURE SOLUTIONS
11590 Century Blvd, Ste 111
Cincinnati, OH 45246

STAPLES FURNITURE SOLUTIONS
4170 Highlander Pky, Ste 100
Richfield, OH 44286

STAPLES FURNITURE SOLUTIONS
700 Taylor Rd, Ste 100
Columbus, OH 43230

W.B. Mason Company
12985 Snow Rd
Parma,OH 44130

OKLAHOMA:
L&M Office Furniture
417 Hudburg Circle, Ste B
Oklahoma City, OK 73108

L&M Office Furniture
4444 S 91 E Ave
Tulsa, OK 74145

STAPLES FURNITURE SOLUTIONS
5100 N Brookline Ave, Ste 575
Oklahoma City, OK 73112

STAPLES FURNITURE SOLUTIONS
6031 S. 129th East Ave, Ste A
Tulsa, OK 74137

OREGON:
STAPLES FURNITURE SOLUTION
5441 NE 148th Ave, Ste 101
Portland, OR 97230

PENNSYLVANIA:
Benjamin Roberts LTD
240 North Prince St
Lancaster, PA 17603

Cofco Group
2200 N American St
Philadelphia, PA 19133

Mt Lebanon Office Equipment Co
1817 Banksville Rd
Pittsburgh, PA 15216

Nittany Office Equipment
1207 S Atherton
State College, PA 16801

Office Basics
22 Creek Circle
Boothwyn, PA 08057

Office Service Company
1009 Tuckerton Ct
Reading, PA 19603

STAPLES FURNITURE SOLUTIONS
100 Springrooke Blvd
Aston, PA 19014

STAPLES FURNITURE SOLUTIONS
Two Park Manor Dr
Pittsburgh, PA 15205

Stone Office Equipment Inc
321 Pear St
Scranton, PA 18505

W B Mason Company
9506 966 Postal Rd #100
Allentown, PA 18109

W B Mason Company
1640 E Pleasant Valley Blvd
Altoona, PA 16602

W B Mason Company
1809 Pittsburgh Ave
Erie, PA 16502

W B Mason Company
20 Ave C
Leetsdale, PA 15056

PENNSYLVANIA (CONTINUED):
W.B. Mason Company
1819 John F Kennedy Blvd, Ste 226
Philadelphia, PA 19103

W.B. Mason Company
123 Green Tree Rd
Phoenixville, PA 19460

W.B. Mason Company
1751 Lincoln Highway
North Versailles, PA 15137

W.B. Mason Company
110 S Beeson Ave
Uniontown, PA 15401

W.B. Mason Company
3215 Espresso Way
York, PA 17406

RHODE ISLAND:
W B Mason Company
99 Bald Hill Rd #11
Cranston, RI 02920

SOUTH CAROLINA:
Herald Office Solutions
832 Wade Hampton Blvd
Greenville, SC 29609

Herald Office Solutions
3250 Tile Dr
Charleston, SC 29405

Herald Office Solutions
127 Chesterfield Hwy
Cheraw, SC 29520

Herald Office Solutions
801 N. Cashua Dr
Florence, SC 29501

Herald Office Solutions
736 Broad St
Sumter, SC 29150

Herald Office Solutions
909 Broadway St
Myrtle Beach, SC 29577

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

SOUTH CAROLINA (CONTINUED):
Herald Office Solutions
110 E Roosevelt
Dillon, SC 29536

Herald Office Solutions
90 N Shorecrest Rd, Ste A
Columbia, SC 29209

Interior Elements LLC
141F Pelham Drive, Ste 181
Columbia, SC 45840

STAPLES FURNITURE SOLUTIONS
300 Arbor Lake Drive
Columbia, SC 29223

SOUTH DAKOTA:
Office Elements
3820 N Potsdam Ave
Sioux Falls, SD 57104

TENNESSEE:
Office Interiors of Memphis
7891 Stage Hills Blvd., Ste 101
Memphis, TN 38133

STAPLES FURNITURE SOLUTIONS
7104 Crossroads Blvd, Ste 118
Brentwood, TN 37027

STAPLES FURNITURE SOLUTIONS
2158 Northgate Park Lane, Ste 216
Chattanooga, TN 37415

STAPLES FURNITURE SOLUTIONS
408 N Cedar Bluff Road, Ste 451
Knoxville, TN 37923

STAPLES FURNITURE SOLUTIONS
4575 Pleasant Hill Rd, Ste 104
Memphis, TN 38118

Synergy Business Environments
555 West Jackson Ave, Ste 303
Knoxville, TN 37902

Synergy Business Environments
800 6th Ave South, Ste 200
Nashville, TN 37203

TEXAS:
Broussard Group
4985 Eisenhauer RD, Ste 103
San Antonio, TX 78219

CORE OFFICE INTERIORS
10300 Metric Blvd, Ste 200
Austin, TX 78758

Pioneer Contract Services
8090 Kempwood Dr
Houston, TX 77055

Plano Office Supply
1405 E PLANO PARKWAY
Plano, TX 75074

STAPLES FURNITURE SOLUTIONS
2230 Avenue J
Arlington, TX 76006

STAPLES FURNITURE SOLUTIONS
1905 B Kramer Lane, Ste 800
Austin, TX 78758

STAPLES FURNITURE SOLUTIONS
15109 Shoshone Dr
Corpus Christi, TX 78410

STAPLES FURNITURE SOLUTIONS
6400 Hollister Street
Houston, TX 77040

STAPLES FURNITURE SOLUTIONS
4790 Regent Blvd, Ste 250
Irving, TX 75063

STAPLES FURNITURE SOLUTIONS
7353 Interstate Way
San Antonio, TX 78219

Total Office Solutions
3615 Franklin Ave, #328
Waco, TX 76710

Wilson Office Interiors
1341 W Mockingbird Ln, Ste 1100W
Dallas, TX 75247

TEXAS (CONTINUED):
Wilton's Officeworks
181 N Earl Rudder Fwy
Bryan, TX 77805

UTAH:
Inside Out Office Interiors Inc
479 S 700 E
Salt Lake City, UT, 84104

MBI Business Designs
750 S 200 West
Salt Lake City, UT 84101

STAPLES FURNITURE SOLUTIONS
1414 Gladiola St, Bldg 5 Ste 200
Salt Lake City, UT 84104

VERMONT:
Magee Office Products
463 Route 12 S
Randolph, VT 05060

W.B. Mason Company
805 Center Street
Lyndonville, VT 05851

W.B. Mason Company
68 Nesti Dr
South Burlington, VT 05403

VIRGINIA:
Bassett Office Supply
2266 Fairystone Park Highway
Bassett, VA 24055

Office Environments International
2700 S Quincy St, Ste 320
Arlington, VA

Smarter Interiors by Ball Office
2100 Westmoreland St
Richmond, VA 23230

STAPLES FURNITURE SOLUTIONS
3957 Westerre Parkway, Ste 208
Richmond, VA 23233

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

VIRGINIA (CONTINUED):
The Supply Room
8006 West Broad Street
Richmond, VA 23294

The Supply Room
216 Business Park Dr
Virginia Beach, VA 23462

W.B. Mason Company
1620 S Loudoun St
Winchester, VA 22601

Workplace Solutions Inc
317 Village Rd, Ste 103
Virginia Beach, VA 23454

WASHINGTON:
Commercial Office Interiors
2601 4th Avenue, Ste 700
Seattle, WA 98121

Kershaws Inc.
119 S Howard Street
Spokane, WA 99201

STAPLES FURNITURE SOLUTIONS
4510 Frontage Road NW, Ste 102
Auburn, WA 98001

Tri County Office Interiors
1205 Commercial St
Bellingham, WA 98225

WISCONSIN:
Eau Claire Business Interiors
2224 Mercantile Dr
Eau Claire, WI 54703

Emmons Business Interiors
N115 W18500 Edison Dr
Germantown, WI 53022

Emmons Business Interiors
200 Main St, Ste 105
La Crosse, WI 54601

Emmons Business Interiors
3323 S 32nd St
Sheboygan, WI 53081

WISCONSIN (CONTINUED):
Emmons Business Interiors
4604 Hammersley Rd
Madison, WI 53711

Emmons Business Interiors
22 West Davenport St
Rhinelander, WI 54501

Henricksen
3070 Gateway Rd
Brookfield, WI 53045

Henricksen
5202 Eastpark Blvd, Ste 102
Madison, WI 53718

STAPLES FURNITURE SOLUTIONS
3111A Market St
Green Bay, WI 54304

STAPLES FURNITURE SOLUTIONS
5485 Express Circle
Madison, WI 53704

STAPLES FURNITURE SOLUTIONS
120 Opus Dr
Oak Creek, WI 53154

ALBERTA:
CDI Spaces
9319-47 St
Edmonton, ABT6B 2R7

Corporate Business Equipment
928 Allowance Ave
Medicine Hat, ABT1A 3G7

STAPLES FURNITURE SOLUTIONS
2151 32nd Street NE, Ste 50
Calgary, ABT1Y 7G3

STAPLES FURNITURE SOLUTIONS
4990 92nd Ave
Edmonton, ABT6B 2W1

WILLIAM MORRIS OFFICE SOLUTIONS
19-2701 16 ST SE
CALGARY, ABT2G 3R4

BRITISH COLUMBIA:
STAPLES FURNITURE SOLUTIONS
1125 Vernon Dr
Vancouver, BCV6A 3P5

NOVA SCOTIA:
STAPLES FURNITURE SOLUTIONS
2 Royles Ave
Dartmouth, NSB3B 2E5

ONTARIO:
Nua Office Inc
73 Breezehill Avenue, North
Ottawa, ONK1Y 2H6

Nua Office Inc (Toronto)
366 Adelaide St, Ste 150
Toronto, ONM5A 1R7

STAPLES FURNITURE SOLUTIONS
50 Washburn Dr.
Kitchener, ONN2R 1S2

STAPLES FURNITURE SOLUTIONS
550 Pendant Dr
Mississauga, ONL5T 2W6

QUEBEC:
Nua Office Inc
370 Joseph Carrier
Vaudreuil-Dorion, QCJ7V 5V5

STAPLES FURNITURE SOLUTIONS - 1616 Eiffel
Boucherville, QCJ4B 8N3

STAPLES FURNITURE SOLUTIONS
850 DesRocailles
Quebec City, QCG2J 1A5

Appendix D | Location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office:

GUNLOCKE ONLY DEALERS

Business Interiors
1111 Valley View Ln
Irving, TX 75061

CHL Business Interiors Inc.
801 17th St. NW
Washington, DC 20006

EvensonBest LLC
641 6th Ave #6
New York, NY 10011

G & M Business Interiors
1099 W. La Cadena Dr
Riverside, CA 92501

JMJ Corporation
7910 W. Broad St.
Richmond, VA 23294

MOI Inc.
1801 Porter St, Suite 100
Baltimore, MD 21230

Navajo Office Products
1200 S. Taylor St.
Amarillo, TX 79101

New Day Office Furnishings
1000 Bowen Pkwy
Suffolk, VA 23435

Officewise Furniture
1301 13th St.
Lubbock, TX 79401

PMC Commercial Interiors
3000 Perimeter Park Dr.
Morrisville, NC 27560

Price Modern LLC
2604 Sisson St.
Baltimore, MD 21211

Spaces Group
7760 Trinity Rd #106
Cordova, TN 38018

Systems Source
4685 MacArthur Court, Suite 100
Newport Beach, CA 92660

Tangram Interiors
9200 Sorensen Ave.
Santa Fe Springs, CA 90670

Wilton's Office Works
181 N. Earl Rudder Fwy
Bryan, TX 77802

Appendix D | Exhibit A | Dunn & Bradstreet

DNBi Risk Management

Printed By: Kelsey Cortez
Date Printed: March 29, 2019

Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

Live Report : ALLSTEEL INC.

D-U-N-S® Number: 12-031-6711
Trade Names: (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA)
Endorsement/Billing Reference: cortezk@allsteeloffice.com

D&B Address

Address 2210 Second Ave
Muscatine, IA, US - 52761
Phone 563 272-4800
Fax

Location Type Headquarters (Subsidiary)
Web www.cms.allsteeloffice.com/contact-us

Added to Portfolio: 01/03/2017
Last View Date: 03/29/2019
Endorsement : cortezk@allsteeloffice.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®	78	Paying 3 days past due
Commercial Credit Score Percentile	88	Low to Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	54	Moderate Risk of severe financial stress.
D&B Viability Rating	3 2 B Z	View More Details
Bankruptcy Found	No	
D&B Rating	1R3	1R indicates 10 or more Employees, Credit appraisal of 3 is fair

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

1
Days

Dollar-weighted average of **23** payment experiences reported from **19** Companies

Recent Derogatory Events

Appendix D | Exhibit A | Dunn & Bradstreet

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

1
Days

Dollar-weighted average of **23** payment experiences reported from **19** Companies

Recent Derogatory Events

	Jan-19	Feb-19	Mar-19
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Corporate Linkage

This is a **Headquarters (Subsidiary)** location

ALLSTEEL INC.
Muscatine , IA
D-U-N-S® Number 12-031-6711

The Parent Company is
HNI CORPORATION
IA
D-U-N-S® Number 00-526-9709

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	8	05/06/15

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

D&B Viability Rating

3	**Viability Score: 3**
2	**Portfolio Comparison: 2**
B	**Data Depth Indicator: B**
Z	**Company Profile: Z** **Subsidiary**

D&B Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist	Y
Chief Executive	JEFF LORENGER, PRES
Year Started	1912
Employees	1600 (140 Here)
Financing	SECURED
SIC	2522
Line of business	Mfg office furniture-nonwood
NAICS	337214
History Status	CLEAR

FirstRain Company News

This Company is not currently tracked for Company News

Powered by FirstRain

Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Appendix D | Exhibit A | Dunn & Bradstreet

3	**Viability Score**	Lowest Risk:1 Highest Risk:9

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 3: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

2	**Portfolio Comparison**	Lowest Risk:1 Highest Risk:9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 2 within this model segment have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 2 with this model segment: **16 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

B	**Data Depth Indicator**	Predictive Data:A Descriptive Data:G

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

Z	**Company Profile**	**Subsidiary**

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If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

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Appendix D | Exhibit B Administrative Agreement Example

Appendix D | Exhibit B

EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

Appendix D | Exhibit B

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector ~~at the frequency and on the due date stated in Section 13, above~~, within 30 days of calendar month end, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:
Allsteel Inc.
2210 Second Ave.
Muscatine, IA 52761

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

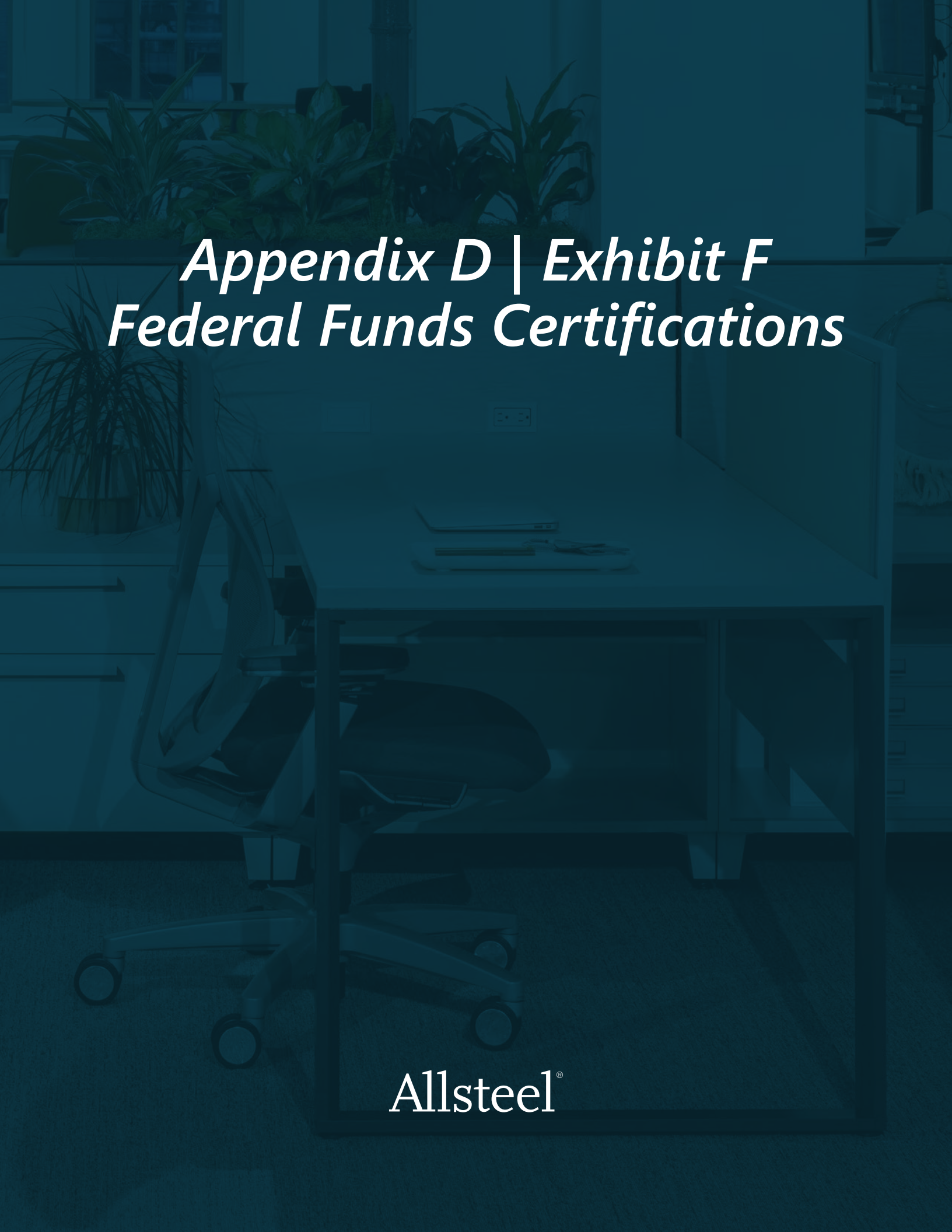
22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Appendix D | Exhibit B

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature
Eric Schroeder	Sarah Vavra
Name	Name
VP, Finance	Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date



Appendix D | Exhibit F
Federal Funds Certifications

Allsteel®

Appendix D | Exhibit F | Federal Funds Certifications

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

Appendix D | Exhibit F | Federal Funds Certifications

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30

Appendix D | Exhibit F | Federal Funds Certifications

CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance 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, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also 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 must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must 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 must 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 one and a half 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 provide that no laborer or mechanic must 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Appendix D | Exhibit F | Federal Funds Certifications

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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 must 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

Appendix D | Exhibit F | Federal Funds Certifications

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify individual ~~its~~ products comply to ~~with all~~ applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Allsteel Inc.

Address, City, State, and Zip Code: 2210 Second Ave., Muscatine, IA 52761

Phone Number: 563.272.4800 Fax Number:

Printed Name and Title of Authorized Representative: Eric Schroeder, VP, Finance

Email Address: allsteelgovcontracts@allsteeloffice.com

Signature of Authorized Representative: _____ Date: 12-4-19

Appendix D | Exhibit G
Doc #1
Ownership Disclosure Form

Allsteel®

Appendix D | Exhibit G | Doc #1

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Allsteel Inc.

Street: 2210 2nd Avenue

City, State, Zip Code: Muscatine, IA 52761

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Eric Schroeder, an authorized representative of Allsteel Inc, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
HNI Corporation owns 100% of the stock in Allsteel Inc.		
State Farm, One State Farm Plaza, Bloomington, IL 61710 and BlackRock Inc., 55 East 52 Street, New York, NY 10055, each own 10% or more of the stock in HNI Corporation, a publicly traded company (NYSE).		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12-4-19 — VP, Finance

Date — ***Authorized Signature and Title***

Appendix D | Exhibit G, Doc #2 Non-Collusion Affidavit

Allsteel®

Appendix D | Exhibit G | Doc #2

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Allsteel Inc.

Street: 2210 2nd Avenue

City, State, Zip Code: Muscatine, IA 52761

State of Iowa

County of Muscatine

I, Eric Schroeder *of the* City of Muscatine
Name *City*

in the County of Muscatine, *State of* Iowa
of full age, being duly sworn according to law on my oath depose and say that:

I am the VP, Finance *of the firm of* Allsteel Inc.
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Allsteel Inc.
Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 4th day of December, 20 19

Notary Public of Muscatine County, IA

My commission expires June 4th, 20 22

NOTARIAL SEAL IOWA
SHANNON L LEWIS
Commission Number 817254
My Commission Expires
June 4, 2022

SEAL

DOC #3

Requirements for National Cooperative Contract
Page 43 of 45

Appendix D | Exhibit G, Doc #3 Affirmative Action Affidavit

Allsteel®

Appendix D | Exhibit G | Doc #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Allsteel Inc.
Street: 2210 2nd Avenue
City, State, Zip Code: Muscatine, IA 52761

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12-4-19
Date

Eric Schroeder, VP, Finance
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

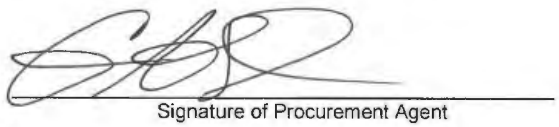
The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

Appendix D | Exhibit G | Doc #3

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Appendix D | Exhibit G | *Required Affirmative Action Evidence*

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
36-0717079	☑ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	1730

4. COMPANY NAME: Allsteel Headquarters

5. STREET	CITY	COUNTY	STATE	ZIP CODE
2210 2nd Ave	Muscatine	Muscatine	IA	52761

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
HNI	Muscatine	IA	52761

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☑ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT:

10. PUBLIC AGENCY AWARDING CONTRACT

CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN: MALE BLACK	MALE HISPANIC	MALE AMER. INDIAN	MALE ASIAN	MALE NON MIN.	FEMALE BLACK	FEMALE HISPANIC	FEMALE AMER. INDIAN	FEMALE ASIAN	FEMALE NON MIN.
Officials/ Managers	153	103	50	1	5	0	1	96	0	2	0	1	47
Professionals	160	72	88	3	4	0	4	61	1	10	0	1	80
Technicians	57	52	5	2	6	0	0	44	0	0	0	0	5
Sales Workers	119	44	75	0	2	0	0	42	2	2	0	1	70
Office & Clerical	93	21	72	0	2	0	0	19	0	10	0	0	62
Craftworkers (Skilled)	56	54	2	0	2	0	1	51	0	0	0	0	2
Operatives (Semi-skilled)	1132	710	422	99	158	3	81	369	48	138	1	15	220
Laborers (Unskilled)	0												
Service Workers	7	7	0	0	0	0	0	7	0	0	0	0	0
TOTAL	1777	1063	714	105	179	3	87	689	51	158	1	18	486
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☑ 2. Employment Record ☐ 3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☑ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

13. DATES OF PAYROLL PERIOD USED
From: 6/7/19 To: 6/14/19

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Lindsey Utech	Lindsey Utech	HR Representative	7	29	19

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO. EXTENSION)
2210 2nd Ave	Muscatine	Muscatine	IA	52761	563-299-4281

Appendix D | Exhibit G | *Required Affirmative Action Evidence*

Certificate Number
653801

Registration Date: 11/23/2017
Expiration Date: 11/22/2019

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2017

Allsteel Inc.

Responsible Representative(s):
Brandon T. Sieben, President
Michael Collier, Vice-President

Responsible Representative(s):
Eric Schroeder, Vice-President

A.R. Fichtner

Aaron R. Fichtner, Ph.D., Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Allsteel®

October 29, 2019

NJ Dept of Labor and Workforce Development
Division of Wage and Hour Compliance
1 John Fitch Plaza, 3rd Floor
Trenton, NJ 08611

RE: Allsteel renewal Application for Public Works Contractor Registration for Certificate Number 653801

To Whom It May Concern:

Enclosed is Allsteel's completed renewal Application for Public Works Contractor Registration along with check #3057678 in the amount of $500.00 for the two-year renewal fee.

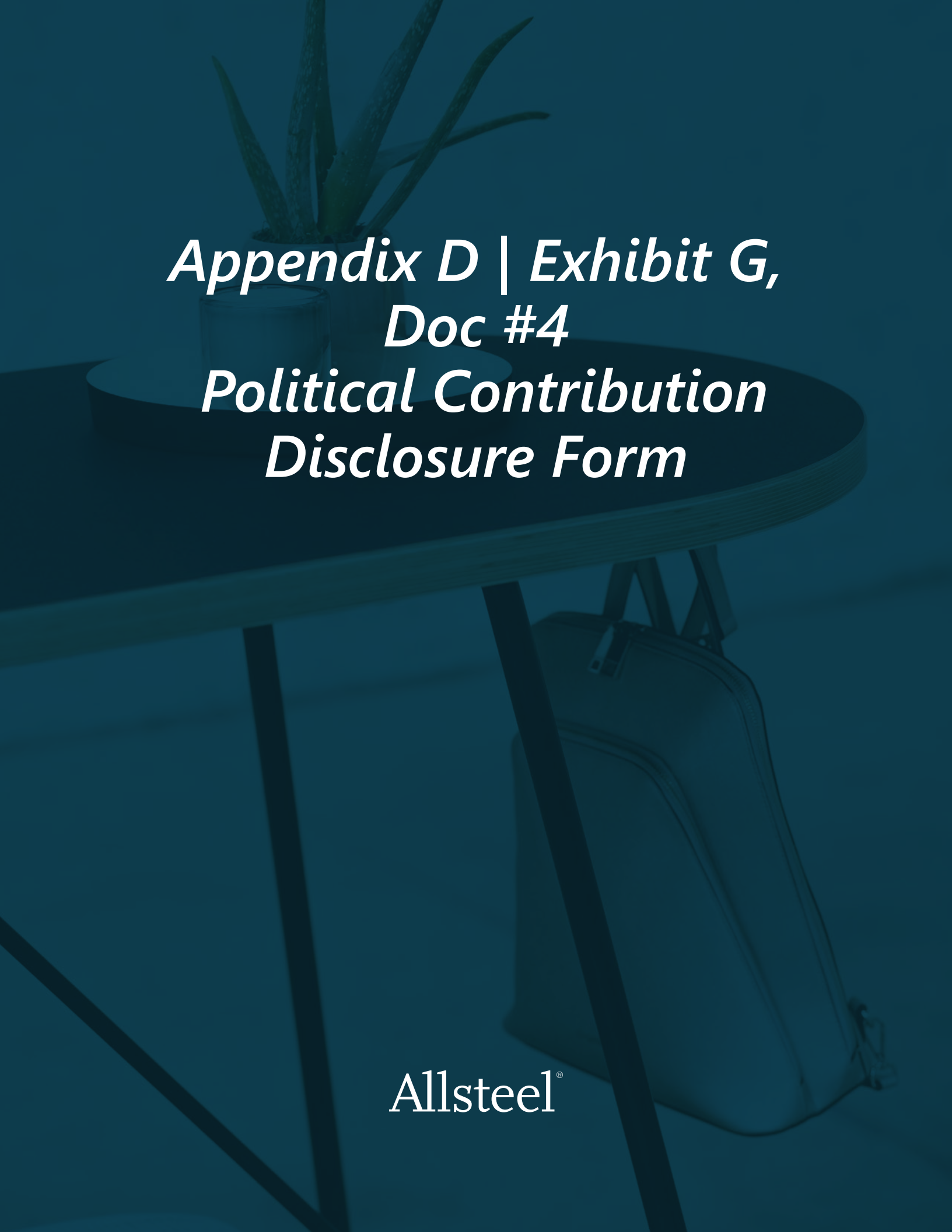
If you have any questions, please do not hesitate to contact me at 563-316-9655 or allsteelgovcontracts@allsteeloffice.com.

Sincerely,

Cindy Hermann

Cindy Hermann
Public Sector Contract Analyst

Enclosures



Appendix D | Exhibit G, Doc #4 Political Contribution Disclosure Form

Allsteel®

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

Appendix D | Exhibit G | Doc #4

* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

Appendix D | Exhibit G | Doc #4

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Allsteel Inc.		
Address:	2210 2nd Avenue		
City:	Muscatine	State: IA	Zip: 52761

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Eric Schroeder	VP, Finance

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

Appendix D | Exhibit G | Doc #4

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Appendix D | Exhibit G, Doc #5 Stockholder Disclosure Certification

Allsteel®

Appendix D | Exhibit G | Doc #5

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: HNI Corporation Home Address: 600 East Second Street Muscatine, IA 52761	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 6th day of December, 2019

(Notary Public) Shannon L Lewis

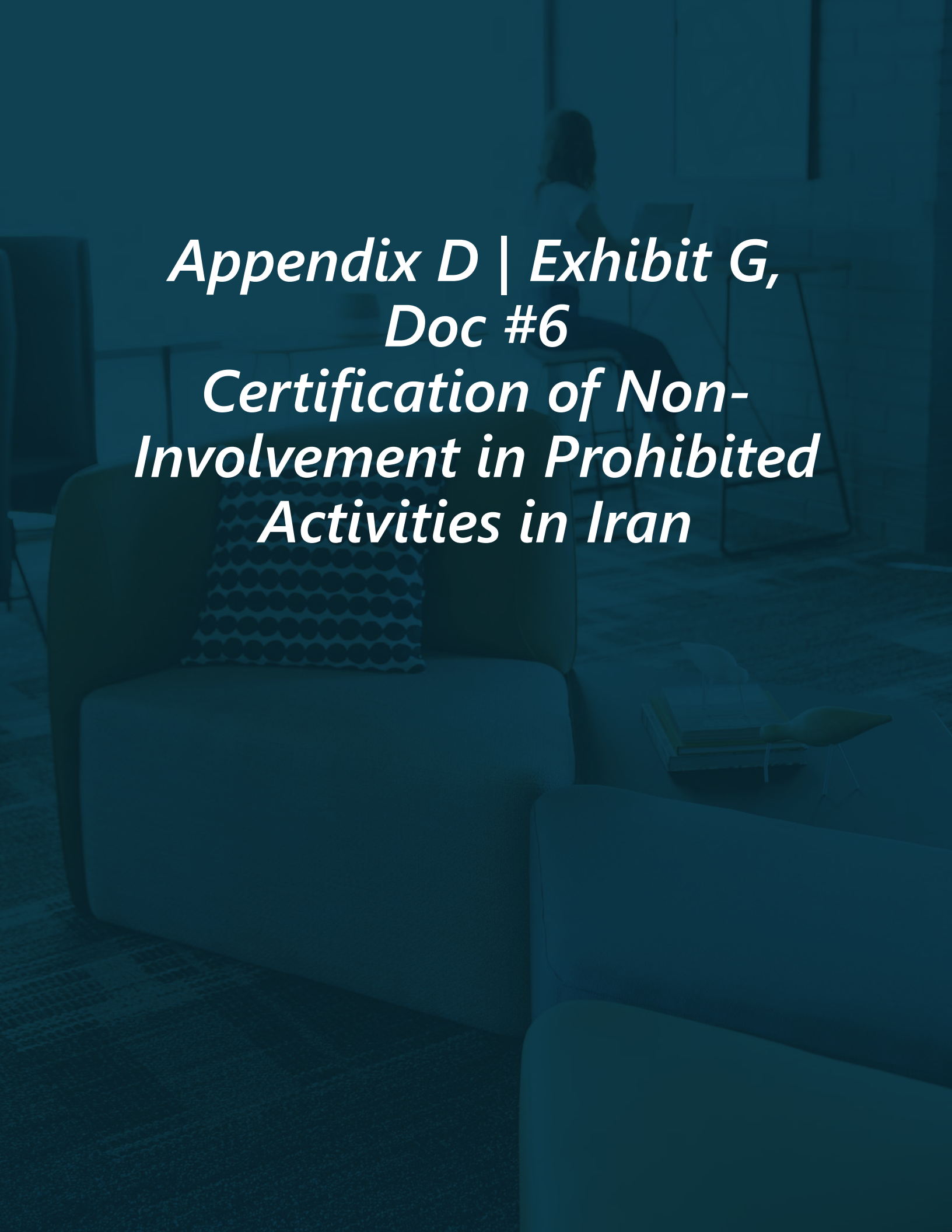
My Commission expires: June 4th, 2022

(Affiant)

Eric Schroeder, VP, Finance
(Print name & title of affiant)

(Corporate Seal)

NOTARIAL SEAL IOWA
SHANNON L LEWIS
Commission Number 817254
My Commission Expires
June 4, 2022



Appendix D | Exhibit G, Doc #6 Certification of Non-Involvement in Prohibited Activities in Iran

Appendix D | Exhibit G | Doc #6

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

Appendix D | Exhibit G | Doc #6

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation Number 19-18 **Bidder/Offeror:** Allsteel Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

[X] **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

[ ] **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Eric Schroeder Signature: _____

Title: Vice President, Finance Date: 12/6/19

DPP Standard Forms Packet 11/2013

Appendix D | Exhibit G, Doc #7 New Jersey Business Registration Certificate

Appendix D | Exhibit G | Doc #7

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

Appendix D | Exhibit G | Doc #7

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
ALLSTEEL INC

TRADE NAME:

TAXPAYER IDENTIFICATION#:
360-717-079/000

SEQUENCE NUMBER:
0092055

ADDRESS:
2210 SECOND AVE
MUSCATINE IA 52761-5257

ISSUANCE DATE:
05/21/03

EFFECTIVE DATE:
01/02/00

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE OF AUTHORITY

ALLSTEEL INC.
0101052750

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Profit Corporation organized under the laws of Iowa, has complied with all the requirements of Title 14A of the New Jersey Statutes, and that the business or activity of said Foreign Profit Corporation to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Profit Corporation filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed July 19th, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 22nd day of July, 2019

Elizabeth Maher Muoio
State Treasurer

Certificate Number: 141570059
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Page 1

Mail to: PO Box 308 Trenton, NJ 08646

STATE OF NEW JERSEY
DIVISION OF REVENUE

Overnight to: 33 West State St. 5th Floor Trenton, NJ 08608-1214

"FEE REQUIRED"

PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. **Business Name:** Allsteel Inc.

2. **Type of Business Entity:** F R
(See Instructions for Codes, Page 21, Item 2)

3. **Business Purpose:** Sale of office furniture
(See Instructions, Page 22, Item 3)

4. **Stock** (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. **Duration** (If Indefinite or Perpetual, leave blank):

6. **State of Formation/Incorporation** (Foreign Entities Only):
Illinois

7. **Date of Formation/Incorporation** (Foreign Entities Only):
March 26, 1912

8. **Contact Information:**
Registered Agent Name: The Corporation Trust Company

Registered Office:
(Must be a New Jersey street address)
Street 820 Bear Tavern Road
City West Trenton Zip 08628

Main Business or Principal Business Address:
Street 600 East 2nd Street
City Muscatine State IA Zip 52761

9. **Management** (Domestic Corporations and Limited Partnerships Only)
- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name	Street Address	City	State	Zip

FR
FILED
JUL 19 2019
STATE TREASURER
01052750

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. **Incorporators** (Domestic Corporations Only, minimum of 1)

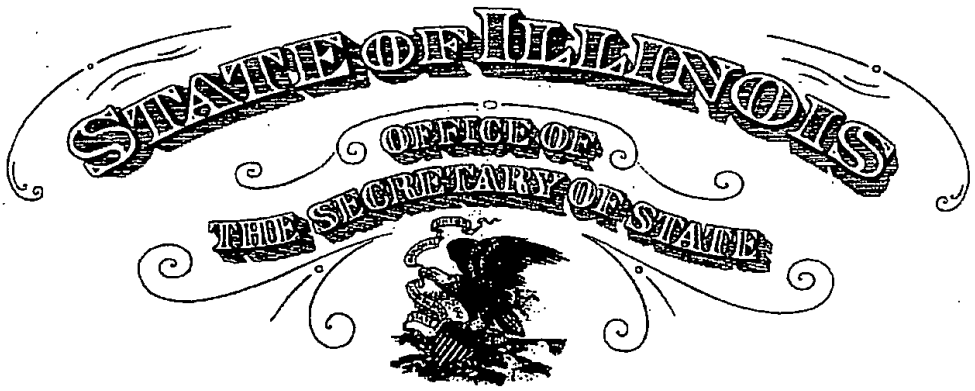
Name	Street Address	City	State	Zip

Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Signature	Name	Title	Date
	Steven M Bradford	Director	7/16/19
	Jeffrey D Lorenger	CEO	7/16/19

- 23 -

File Number 1198-658-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ALLSTEEL INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 26, 1912, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

Authentication #: 1919202114 verifiable until 07/11/2020
Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 11TH *day of* JULY *A.D.* 2019 .

Jesse White

SECRETARY OF STATE

Qualification and Experience

Qualification and Experience | Questions

i. Provide a brief history or the Offerer, including year it was established and corporate office location.

Allsteel was established as the All-Steel-Equip Co. in 1912. An early entrant in the fledgling power industry, All-Steel-Equip produced metal enclosures used by electrical contractors. The company later produced lockers and steel cabinets which were popular accessories in office environments. Near the end of the Great Depression, the product line expanded to include vertical files. When steel became readily available after World War II, Allsteel introduced a line of steel desks. Described as "knock down" in design, these modular units could be custom-configured at the dealership to meet a myriad of individual requirements. In 1967, the lateral file was created by B.K. Johl (later to be known as Allsteel of Canada), revolutionizing records management. Allsteel was acquired by HNI Corporation in 1997.

Today, Allsteel manufactures a full line of contract office furnishings, including systems, seating, casegoods, tables, collaborative furniture, architectural products, and accessories. We also provide, in conjunction with our Servicing Partners, a full range of services including space planning, specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, buy-back, and project management services.

At Allsteel, great design transcends any particular type of style. We make decisions carefully focusing on innovative, easy-to-use functionality. We continually test materials to ensure durability and their ability to look great through a whole life cycle of use. Our products cover a range of styles, but offer a classic look that lasts through many years of fads and trends. Being true to our heritage, we continually seek to create products that are the best in their class.

For over a century, Gunlocke has delivered a happy marriage of sound design with fine craftsmanship for some of the world's most demanding clients. Gunlocke manufacturers furniture for large and small companies, government agencies and even U.S. Presidents.

In June of 2019, Allsteel and Gunlocke announced the alignment of our brands. Allsteel and Gunlocke are better together; our flexible and customer-focused approach enables our team to quickly tailor and adapt processes for each customer's unique needs. From product development, customized support programs, and tailored quick ship delivery models, we have a dedicated team ready to partner in these endeavors. We are now known as Allsteel | Gunlocke. When the Allsteel philosophy of solving work problems is combined with the rich character of Gunlocke, spaces can be transformed from ordinary to extraordinary. When the Allsteel philosophy of solving work problems is combined with the rich character of Gunlocke, spaces can be transformed from ordinary to extraordinary.

Allsteel | Gunlocke in Education
Allsteel | Gunlocke has worked with schools and universities for over 80 years. We manufacture furniture and accessories for demanding 24/7 environments and understand that maintaining education facilities matter.

We bring forward-thinking design into the present by opening possibilities, anticipating obstacles, and creating solutions. At Allsteel | Gunlocke great design transcends any style. We believe that our products should address and solve problems. Our furniture is made to improve student, teachers, faculty and staff productivity, make spaces more efficient, increase comfort, and make day-to-day tasks that much easier. Because we have integrated Rapid Continuous Improvement, environmental awareness, recycling, and conscientious materials selection, our products contribute not just to this lifetime, but the next as well. Allsteel products are GREENGUARD Indoor Air Quality Certified for healthy interior environments and are BIFMA level® certified.

Allsteel | Gunlocke and our dealer partners collective approach to planning, design, installation and on-going service impacts attracting and retaining both students and faculty. We understand that education facilities need a diverse

Qualification and Experience | Questions

breadth of line to support varying needs. We offer a range of solutions to support administrative spaces, active learning classroom environments, libraries as well as other high traffic collaboration areas.

The location of the HNI Corporation and Allsteel Inc. corporate office is in Muscatine, IA, 52761. The Gunlocke corporate office is located in Wayland, NY 14572. Please see the following page(s) for our support centers.

ii. Describe Offerer's reputation in the marketplace.

Allsteel is recognized as one of largest manufacturers of office furniture in the industry. As an operating company within the HNI family, we have access to cutting edge manufacturing techniques and are financially sound. We are well known for offering high quality products at a competitive price. In addition, our clients have come to rely on a customer service experience second to none.

iii. Describe Offerer's reputation of products and services in the marketplace.

Allsteel has distinguished ourselves in the contract furnishing industry with award-winning products, and were the first office furniture manufacturer to have all products certified either Indoor Advantage or Indoor Advantage Gold and BIFMA level, and the majority of our line can contribute to LEED-CI credits. This innovative approach to problem solving impacts everything we do. Our reputation in the marketplace supports this. Clients, dealers and suppliers understand Allsteel believes in working alongside our partners to create meaningful solutions for everyday workplace issues. Our commitment to pragmatism in design and manufacturing furniture to improve productivity, help with efficiency, and support well being, are what clients have come to rely on.

In addition, our products are known for having some of the longest life cycles in the industry. We are experts at "bending steel" and wood craftsmanship. We employ craftsmen who take pride in building quality products. This increased quality does not come at a price as Allsteel products are well known to be competitively priced.

Allsteel is well known for a responsive and empowered customer support team that will do "whatever it takes" to ensure Region 4 and public agencies nationwide orders are shipped on time and complete. While punch lists often occur in the furniture industry, Allsteel has a reputation of minimizing these through our dedicated Project Coordinator services. We make these services available for mid-size projects and larger to meet client's critical dates.

iv. Describe the experience and qualification of key employees.

Please refer to pages 121 - 124 for experience and qualification of key employees.

v. Describe the Offerer's experience working with the government sector.

We understand that Public Agencies are responding to major shifts happening in their administrative workplaces. The increased focus on attracting the next generation of employees while keeping existing employees engaged demands an agile workplace today and in the future. While this is a tall order, Allsteel has extensive experience in helping governmental agencies do exactly that. We have been working with Federal, State, and local government agencies for over 80 years.

In addition to increased emphasis on staffing needs, we understand that public agencies have to manage and balance large real estate concerns. We understand our job is to help make sense of all the noise out there around the

Qualification and Experience | Questions

"workplace of the future" to help our clients develop workplace strategies that meet their unique and specific needs. We understand a workplace strategy is more than just a real estate strategy.

We also understand that public agencies have a variety of needs ranging from large projects to smaller departmental purchases. We have a reputation for knowing how to support a wide range of needs. We have extensive experience managing large cooperative contracts nationwide.

We understand the complex buying cycle of public sector agencies. We work well with balancing the needs of various stakeholders to ensure a project meets with everyone's approval. We have a Public Sector sales team and Government Compliance team which are both experts at contract management and work well together to ensure compliant purchasing practices are met in the field.

vi. Describe past litigation, bankruptcy, reorganization, state investigations or entity or current officers and directors.

As a large corporation, Allsteel is involved in various litigation that has arisen in the ordinary course of business. However, Allsteel has not had any projects terminated by a government entity. Furthermore, it is in the company's opinion, after consultation with legal counsel, that liabilities, if any, resulting from current litigation matters are not expected to have a material adverse effect on Allsteel's financial condition.

vii. Provide a minimum of 10 customer references relating to the products and services within the RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services, and annual volume.

Please find our references listed on pages 125 - 128.

viii. Provide any additional information relevant to this section.

No additional information to include at this time.

Qualification and Experience | Questions

iv. Describe the experience and qualification of key employees.

KRIS YATES
Allsteel President

Kris Yates was named President, Allsteel Inc. in 2019. In this role, Kris responsible for all aspects of Allsteel's business (profit-loss). Kris joined HNI Corporation in 2002, and has since held multiple executive level positions, including President, The Gunlocke Company; Vice President, Sales, Vice President and GM, Architectural Products; Vice President, Marketing; and Vice President, Sales Operations all at Allsteel. Kris holds a Bachelor of Interior Design from the Illinois Institute of Art.

JEFF RACH
Vice President, Public Sector

Jeff Rach provides strategy and leadership for the public sector team at Allsteel. With 30+ years in the Public Sector space, Jeff understands the Government customer. He regularly serves as an Executive Sponsor on government projects, ensuring oversight from beginning to end. His past experience includes many complex government projects across the country.

LAURA PERRY
National Sales Manager, Public Sector

Laura Perry has been in the contract furnishings industry for 30+ years in a variety of roles in sales and sales management. She has been focused on supporting Public Sector institutions for the past fifteen years and has gained a deep understanding of the issues and challenges Public Agencies face today. Laura has spent the past nine years working for large furniture manufacturers and recently joined Allsteel to drive and support Public Sector initiatives. Laura is responsible for bringing Allsteel's research to Public Agency clients and sharing challenges that other clients across the nation are facing and the solutions they are implementing. As a member of multiple Public Sector trade organizations, Laura keeps abreast of the trends in Public Sector and assists clients and Allsteel dealer partners on how Allsteel products can assist in solving today's complex facility issues.

AMANDA BARKEMA
Market Development Manager

Amanda Barkema is the Market Development Manger for Allsteel in South Texas. She has been with Allsteel for 8 years and supports our dealer partners, key influencers, and customers. She works closely with the dealer team to ensure an exceptional customer experience. As an added service, Amanda has a certification om Basic Occupational Ergonomics to support our customers in ergonomics questions, evaluations, and discussions.

Qualification and Experience | Questions

JAN JOHNSON
VP, Design & Workplace Resources

Jan Johnson offers her background as a workplace strategist to existing and prospective customers as they explore opportunities to improve both the effectiveness and the efficiency of the workplace. Her team will work with your internal team to develop the optimal approach to materialize your organization's business strategies and culture in the physical work environment. Jan is highly respected in the industry and has written more than twenty articles over the last several years. She is a frequent speaker; was co-chair of the IIDA's Knowledge Center development, and is currently an active member and content contributor to CoreNet's Workplace Community of Practice.

RON HARTMAN
VP, Customer Support

Allsteel is well known for a responsive and empowered customer support team that will do "whatever-it-takes" to provide the OMNIA Region 4 with a smooth transition and problem-free experience. Ron Hartman is responsible for the overall customer experience, building capabilities and enhancing the customer care culture, driving significant information flow and coordination improvements, and establishing the people, structure, and process that will drive the achievement of our strategic priorities. Ron has 28 years of industry experience all of which has been spent with Allsteel.

DAVE NELSON
VP, Dealer Development

Dave Nelson ensures that personnel performing services on behalf of Allsteel are qualified and proficient. He is responsible for enhancing dealer capabilities by developing and driving best practices across the Allsteel independent dealer base. Dave is focused on profitable growth initiatives, selling capabilities, effective use of dealer programs, and the development and execution of joint market plans. Dave has been a part of the HNI family since 1996.

JASON HEREDIA
VP, Product Development & Marketing

Prior to joining Allsteel in 2016, Jason Heredia held various marketing and leadership roles for Steelcase Inc., including VP Marketing for Asia Pacific based in Hong Kong, General Manager of Advanced Applications, and was founding member of the Coalesse brand of VP Marketing & Product. His passion for innovation started early in his career working on projects with IDEO and IIT Institute of Design, where he learned the practice of user-centered design and finding insights to drive better customer solutions. A self described "furni-cologist," Jason has been quoted as an expert on workplace design and the future of work in leading publications such as The Fast Company, New York Times, Metropolis Magazine and Dwell.

Qualification and Experience | Questions

COURTNEY MOLINE
Sustainability Manager

Courtney Moline is part of the HNI Corporate Social Responsibility team where she helps lead corporate sustainability efforts. As a LEED AP and WELL AP, she focuses on building member and client knowledge and advises on customers' LEED and WELL projects. With a background in product engineering, she helps product engineers identify new materials to explore and evaluates products' sustainability attributes. Courtney is an active member of the U.S. Green Building Council at the local and national levels, and she participates in the sustainability committees for the Business and Institutional Furniture Manufacturers" Association (BIFMA).

LAUREN GANT
Human Factors & Ergonomics Manager

HNI strives to create products that encourage healthy postures, promote productivity, and that are intuitive to use correctly in accordance with BIFMA G1-2013 Guidelines, HFES 100-2007, and LEED. Ergonomic principles and anthropometrical knowledge are applied during product development to ensure that workstations, seating, and work accessories support a broad spectrum of worker types, sizes, and capabilities. Dr. Lauren Gant leads this process; her background in biomedical engineering allows her to apply human factors/ergonomics principles to the design of office furniture, and to help you both pre- and post-install with ergonomic instructions and advice. She is a member of the Human Factors and Ergonomics Society, is a Certified Professional Ergonomist, granted by the Board of Certification in Professional Ergonomics, and is an Adjunct Professor at the University of Iowa. Lauren holds a doctoral degree in Biomedical Engineering from the University of Iowa.

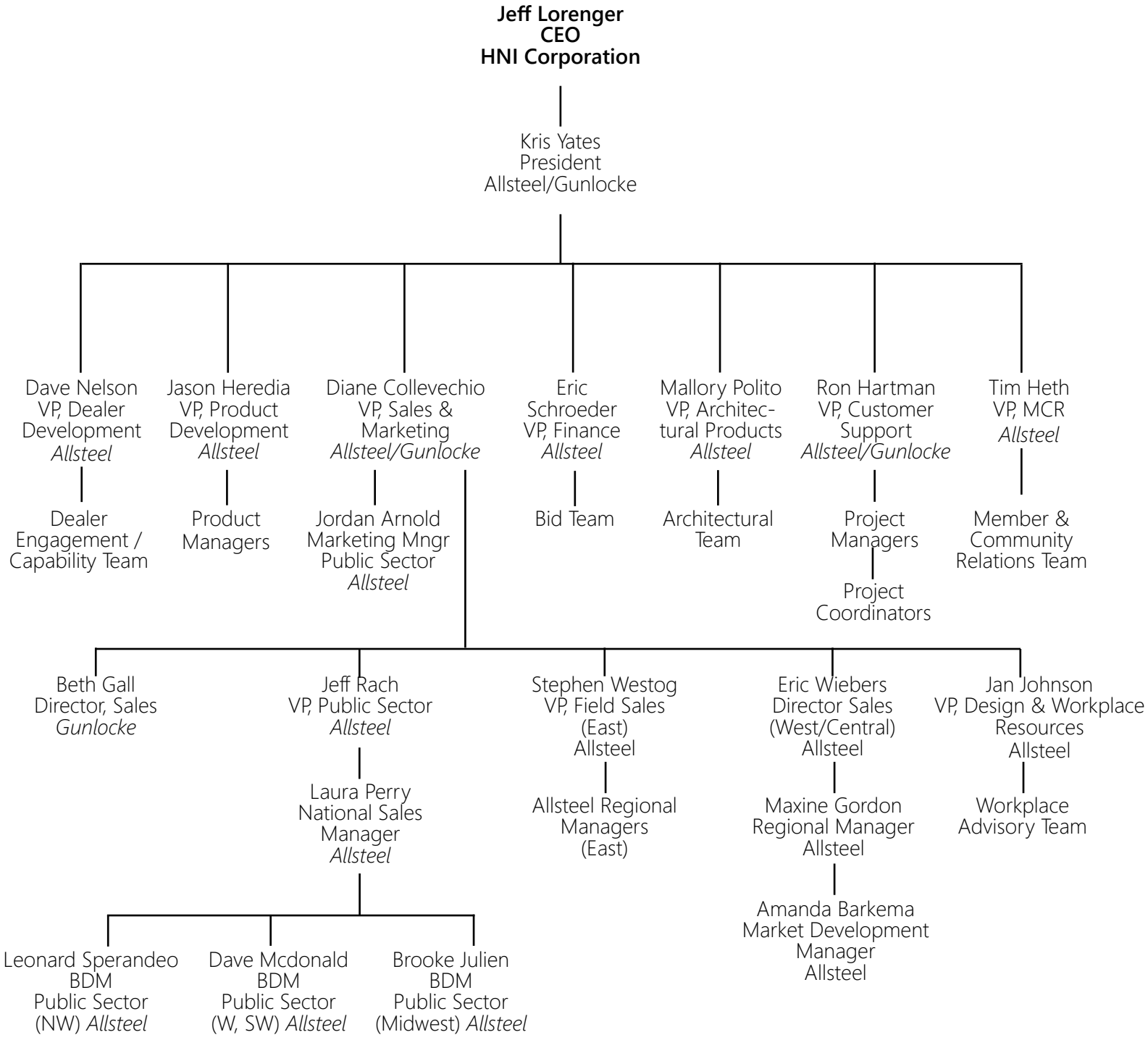
CHRISTY JENKINS
Project Manager 2

Christy Jenkins assumes the responsibility for complete project coordination, is involved from the beginning to end, and will learn every detail of your projects from specifications to site conditions. With over fifteen years of experience in the office furniture industry, Christy has a strong understanding of the product, purchasing, and product constraints that might impact deadlines.

ALEXANDRA ELLIS
Project Coordinator

All orders greater than $350k list will be assigned a dedicated project coordinator to assist with order entry, date alignment, and delivery schedule as well as punch and project close out. This member will be in contact with the servicing dealer from the time the order is entered and until the install is successfully completed. Alexandra Ellis is the project coordinator for the SE region/North Carolina. She joined the organization in 2014 and has worked in various roles most recently as a Customer Solutions Specialist for HON.

Qualification and Experience | Questions



Qualification and Experience | References

vii. Provide a minimum of 10 customer references relating to the products and services within the RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services, and annual volume.

REFERENCE 1	
ENTITY NAME	State of California
CONTACT NAME	Erin Safford
CONTACT TITLE	Central California Planning Manager
CONTACT PHONE	(916) 375-4139
CONTACT EMAIL	Erin.Safford@dgs.ca.gov
CITY, STATE	Sacramento, CA
YEARS SERVICED	2001 - Present, have been awarded State of California contract for past three RFPs.
DESCRIPTION OF SERVICES	State of California purchases $15M - $25M annually, within approximately 50 individual projects. Predominantly use Terrace Systems line, also purchases ancillary products not to exceed 40% of the overall project. Current Complete and On Time (COT) rate with the State is 98%.
ANNUAL VOLUME	$10M - $40M
REFERENCE 2	
ENTITY NAME	Illinois Public Higher Education Cooperative
CONTACT NAME	Kayci Puckett
CONTACT TITLE	Assistant Director
CONTACT PHONE	217-244-9177
CONTACT EMAIL	kbohlen@uillinois.edu
CITY, STATE	Champaign, IL
YEARS SERVICED	July 1, 1998 -Present
DESCRIPTION OF SERVICES	Contract supports 13 campuses in IL. Service larger projects such as SIU School of Medicine Administrative Building, UIUC Electrical & Computer Engineering Building and NIU Stevens Hall Student Center as well as small departmental purchases and reconfigures. IPHEC has purchased an estimated $ 120M since 1998.
ANNUAL VOLUME	$6m - $10M
REFERENCE 3	
ENTITY NAME	Mt. San Antonio College
CONTACT NAME	Mikaela Klein
CONTACT TITLE	Facilities Planning, Architect
CONTACT PHONE	(909) 274-5720
CONTACT EMAIL	mikaela.klein@mtsac.edu
CITY, STATE	Walnut, CA
YEARS SERVICED	January, 2011 - Present

Qualification and Experience | References

DESCRIPTION OF SERVICES	Mt. SAC created a ten year contract to support large enrollment growth anticipated between 2010 - 2020. Allsteel received a single source award. Since inception, Mt. SAC has had 10 major projects totaling $13M in Allsteel products and services being utilized.
ANNUAL VOLUME	$1M - $2M
REFERENCE 4	
ENTITY NAME	Defense Security Services
CONTACT NAME	Nicole Rhodes
CONTACT TITLE	Space Management Specialist
CONTACT PHONE	(571) 305-6767
CONTACT EMAIL	nicole.m.rohodes2.civ@mail.mil
CITY, STATE	Quantico, VA
YEARS SERVICED	2010 - Present
DESCRIPTION OF SERVICES	DSS agency business originated from the original BRAC project at the Russell-Knox Building for over 350,000 sq. ft. This included over 2700 stations and private offices delivered and installed in a 16-week installation period. We have installed subsequent projects for over 100,000 sq. ft., as well as the current restack of the Russel -Knox Building Headquarters. We have created a standardization program for systems, seating and all ancillary products in order to manage their Nationwide business. We have completed projects in Herndon,VA, Dallas, TX, and Crystal City,VA and will be managing an additional eight large projects in 2019.
ANNUAL VOLUME	$1m - $2M
REFERENCE 5	
ENTITY NAME	Georgia Institute of Technology, GTRI Project
CONTACT NAME	Polly Patton
CONTACT TITLE	Interior Design Architect III
CONTACT PHONE	404-894-4610
CONTACT EMAIL	polly.patton@facilities.gatech.edu
CITY, STATE	Atlanta, GA
YEARS SERVICED	2001 - Present
DESCRIPTION OF SERVICES	Have installed a variety or projects over the past 10 years. The most recent large project was sold in 2018 when the Georgia Institute of Technology acquired multiple buildings from Lockheed Martin Corporation encompassing over 600,000 gross square feet (GSF) for its applied research division – the Georgia Tech Research Institute (GTRI). The procurement was issued for a design-build contractor to deliver the final product within a one-year timeframe. The scope of work consisted of renovations to 115,000 GSF of the L-22 Office Building for offices, conference spaces, computing laboratories, electronics laboratories and research in assembly and manufacturing. Also, during the design process, Georgia Tech added over 150,000 GSF of additional renovation area and replacement of existing equipment originally anticipated to remain. The size of the furniture order was $1.6M. The product selected was a mix of Approach casegoods for the private offices, Terrace for the 6X8 workstations; both with height adjustable tables and Lyric for the task seating.
ANNUAL VOLUME	$3M

Qualification and Experience | References

REFERENCE 6	
ENTITY NAME	University of Illinois, Everitt Laboratory Project
CONTACT NAME	611 Taft Drive| 105 Temple Buell Hall, MC-614| Champaign, IL 61820
CONTACT TITLE	Marcy M Wright
CONTACT PHONE	Business/Admin Associate
CONTACT EMAIL	(217) 300-4043
CITY, STATE	Champaign, IL
YEARS SERVICED	Installed Q1, 2018
DESCRIPTION OF SERVICES	Everitt Laboratory is a 124,00-square-foot building on the campus of the University of Illinois that underwent a two-year, multi-million renovation. Due to the scope of Everitt Lab the university hired a GC to manage the project, including the furniture purchases. The U of IL system has a long standing history with Allsteel through IPHEC and wanted to access the contract for this project. We worked with the university and the GC to extend the IPHEC pricing to the university through the GC. Our products (Essentials, Align, Inspire, Nimble, Mimeo, Stride benching, Merge, Gather seating and tables) are used in the private offices, grad areas and collaborative spaces throughout the newly renovated building that is now the center of bioengineering on campus. BSA Lifestructures was the A&D firm we worked with on the project.
ANNUAL VOLUME	Project $750K
REFERENCE 7	
ENTITY NAME	Sacramento City College- Davis Center, Los Rios Community College District
CONTACT NAME	Margaret Lednicky
CONTACT TITLE	Director, Operations
CONTACT PHONE	916-558-2544
CONTACT EMAIL	lednicm@scc.losrios.edu
CITY, STATE	Davis, CA
DATES	Installed Summer 2018
DESCRIPTION OF SERVICES	Sacramento City College added a new building as they expanded their Davis campus. Project included all new furniture for Classrooms, office, and study/lounge areas using Terrace Systems, Relate task seating, Seek classroom seating and collaborative tables and ottomans.
ANNUAL VOLUME	$500K
REFERENCE 8	
ENTITY NAME	Arlington Heights Police
CONTACT NAME	Nick Pecora
CONTACT TITLE	Deputy Chief
CONTACT PHONE	847.368.5328
CONTACT EMAIL	npecora@vah.com
CITY, STATE	Arlington Heights, IL
DATES	Installed Q3 2018

Qualification and Experience | References

DESCRIPTION OF SERVICES	Arlington Heights Police Department built a 70,500-square-foot facility. The architects worked closely to set standards for materials and details for the new police station. We worked successfully with the Arlington Heights on a prior City Hall and having a consistency between the buildings was desired. The Police Station used Terrace, Essentials and Relate throughout for their workstations. Aware tables and seek were used in their community meeting space and our Collaborative furniture was used throughout.
ANNUAL VOLUME	$500K
REFERENCE 9	
ENTITY NAME	Contra Costa County
CONTACT NAME	Cynthia Shehorn
CONTACT TITLE	Purchasing Agent
CONTACT PHONE	925-957-2495
CONTACT EMAIL	Cynthia.Shehorn@pw.cccounty.us
CITY, STATE	Martinez, CA
DATES	1999 - Present
DESCRIPTION OF SERVICES	Allsteel has held the administrative contract with Contra Costa County for the past 20 years as the sole supplier.
ANNUAL VOLUME	$500K - $1M
REFERENCE 10	
ENTITY NAME	Will County
CONTACT NAME	Joel Van Essen
CONTACT TITLE	Facilities Management Division
CONTACT PHONE	815-724-1629
CONTACT EMAIL	jvanessen@willcountyillinois.com
CITY, STATE	Joliet, IL
DATES	2012 through present
DESCRIPTION OF SERVICES	From 2012 through present we have provided furniture for Will County Assessor, Coroner, County Clerk, Recorder, Work Force, Forest Preserve District, Animal Control, Public Safety Complex, and Public Health Department. The product mix has been Terrace, Aware training tables, Involve desks, Cadence desks.
ANNUAL VOLUME	Over $1.5M to date, $250K annually

ACORD

CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY) 6/25/2019

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1057109 ALLSTEEL, INC. HNI CORPORATION, PARENT 2210 SECOND AVE MUSCATINE IA 52761	INSURER A : Arch Insurance Company	11150
	INSURER B : Arch Indemnity Insurance Company	30830
	INSURER C : Everest National Insurance Company	10120
	INSURER D : Factory Mutual Insurance Company	21482
	INSURER E :	
	INSURER F :	

COVERAGES HNICO01 CERTIFICATE NUMBER: 11470725 REVISION NUMBER: XXXXXXX

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	41GPP1010201	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
A	CLAIMS-MADE X OCCUR			41GPP1010301 (PRODUCTS)	7/1/2019	7/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X $250,000 DED						MED EXP (Any one person)	$ 5,000
	X PROD/COMPOPS $2M SIR						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X OTHER: CONTRACTUAL LIAB.							$
A	AUTOMOBILE LIABILITY	N	N	41CAB1010501 (AOS)	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			41CAB1010601 (MA)	7/1/2019	7/1/2020	BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
	X $500,000 DED							$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR	N	N	XC8CU00030191	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	41WCII009901 (AOS)	7/1/2019	7/1/2020	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		44WCII010001 (CA,KY,MN, MO, NY, OR, TX)	7/1/2019	7/1/2020	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				7/1/2019	7/1/2020	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	PROPERTY	N	N	1049528	6/1/2019	6/1/2020	$376,515,116 LIMIT, BLDG, CNTS, BI, RC, NO CO-INS, $2M DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured on a primary and non-contributory basis as required by written contract, subject to the terms and conditions of the policy. A waiver of subrogation applies as required by the written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER	CANCELLATION
11470725 FOR INFORMATION PURPOSES ONLY	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 Joseph M Agnello

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Value Add
Allsteel®

Value Add | Workplace Advisory Team

Allsteel's Workplace Advisory team provides consultative services in three main areas:

1. Decision Support
2. Application and Solution Development
3. Change Management

In all cases, we will coordinate and partner with OMNIA Partners, Public Sector and their design team through all project phases as needed to seamlessly deliver an effective workplace solution.

DECISION SUPPORT

We live and breathe "workplace" every day and recognize that not everyone is as engaged in the topic as we are. So we share research, experience, and perspectives on how trends – like social change and technology – are playing out in the workplace. We then help you evaluate these trends through the lens of your own organization's unique culture, goals, and objectives to determine what's most relevant and applicable to you, and support you to:

- Recognize and seize opportunities to more effectively leverage your workplace.
- Fully align workplace initiatives with your organization's business goals, strategies, and culture.
- Enable higher performance from your people, as well as space and other resources, now and in the future.

RESEARCH

Our expertise comes from first-hand experience, and on-going exploration and involvement. We work with subject experts in related fields like management consulting and cultural anthropology to inform our understanding of the ways organizations work, and how work happens.

We leverage our own and others' experiences in sound environmental and ergonomic practices. We exchange insights and experiences with architects, designers and other consultants; and track forward-thinking organizations who have developed, implemented and measured the most progressive workplace strategies.

SOLUTION DEVELOPMENT

We partner with you and your design consultants to develop practical, optimal product applications for both individual and group spaces based on your workplace goals, design intent, and functional requirements.
We will coordinate with your design consultant to understand the work process and functional data they have compiled to date, to understand the nature and range of activities – current and proposed – that make up the most business critical work processes the workplace must support. We'll collect any additional information as appropriate.

We'll also explore what behavioral changes your organization wants to promote to improve productivity, and how aspects of the workplace can support those behaviors. Our work will involve a range of tools and activities, including web based surveys, work sessions and focus groups.

Value Add | Workplace Advisory Team

We also consider more tactical factors, like making ongoing "moves, adds, and changes" as easy as possible. The end result is a spatial and furniture "kit-of-parts" – with flexible and adaptable components from four basic product categories: space division, surface, storage, and seating – designed to remain relevant and adaptable as work and the workplace inevitably change over time.

Working with your design partner and our internal design applications team, we will recommend specific product solutions for both individual and group workspaces using both a 'spatial' and furniture kit of parts that support future adaptability – empowering worker choice and control, enabling inevitable change and simplifying moves, adds and changes.

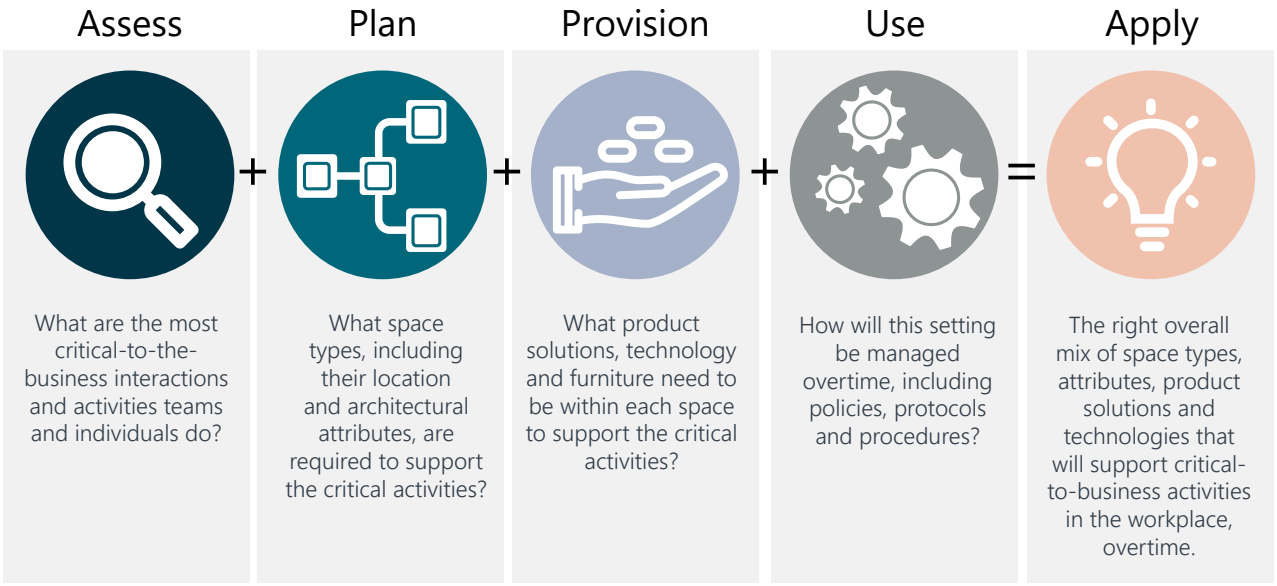
CHANGE MANAGEMENT

Even when the reason for "the new" is compelling, people resist change, because the unknown is stressful. The bigger the gap between your current workplace practices and the new ones you're about to implement, the greater the effort needed to help your people understand, accept and adopt new ways of working. While Office Creations develops the plans and specifications needed to order the product and manage its installation we will work with your team to develop and implement activities that successfully address three critical aspects:

- The imperative for change - why the current status quo isn't working anymore and why change is necessary.
- The benefits of working in new ways - how it will drive your business goals and support the effectiveness of your workers with new capabilities,and expanded choice and control over their environment; or, in other words, "what's in it for us?" and "what's in it for me?"
- The path from today to the future - how we're going to get there from here - what tools, training and support will be provided to help your workers truly "get" what to start, stop or keep doing as they migrate from the current state to the new ways of working.

We partner with your team to plan, develop, and implement the change program aligned with your organization's culture and project requirements.

Value Add | Workplace Advisory Team



PLANNING

A first step is to understand how the success of the project will be measured, which will give the team a baseline to work against during the project. With this information, we will develop and implement a change and communication plan, incorporating communications, training, and group activities - town halls, focus groups, mock up reviews, orientation sessions – that are appropriate for your organization and that will minimize anxiety and build excitement for what's ahead. Our team will also help you identify protocols that may be necessary to implement in the new space, i.e. usage of speaker phones in open plan environments, conference room reservation, group meetings within individual workspaces, and more.

CREATIVE DEVELOPMENT

We can also work with your communications department to facilitate communication by producing visually compelling graphics and messaging. For example, our "Day in the Life" template informs employees about the various space types that will be provided in the new space, and how an employee at OMNIA Partners, Public Sector can utilize these new spaces to accomplish a variety of tasks throughout their day.

IMPLEMENTATION

If requested, we can attend open forum meetings and other communications events to help deliver the messages directly to OMNIA Partners, Public Sector employees. In addition to pre- and post-occupancy surveys to identify project status and areas of improvement, we will conduct ergonomic assessments of your employees to ensure that they have working knowledge of basic ergonomic principles and an understanding of how to adjust their workspace accordingly. After such assessments, a report will be generated to your in-house facilities management team. This report will provide suggestions for additional ergonomic accessories (if needed) that would help make your employees healthier and more comfortable in their new work environment.

Value Add | Ergonomics

OUR PHILOSOPHY

At Allsteel, we believe that being a leader in ergonomic office products means more than showing users how to adjust their furniture. We believe in solving real, day-to-day problems in the workplace. We believe in educating everyone on the benefits of ergonomics and how to apply ergonomic principles in their workplace. Ergonomic considerations are primary in our product development process, and important ergonomic and human factor criteria are established early in the design phase. We think that product innovation is the most direct way to help solve ergonomic issues in the workplace.

Our goal is to develop products that respond to issues confronting office workers every day - today and into the future.

OUR TEAM

Lauren Gant, PhD, CPE, WELL AP | Human Factors and Ergonomics Manager

Dr. Lauren Gant, PhD, CPE, WELL AP is the Human Factors and Ergonomics Manager at HNI. Lauren's background in biomedical engineering allows her to apply human factors and ergonomics principles to the design of office furniture, and to research emerging trends in the office environment.

Lauren is highly involved in product development and in research of emerging trends. Her goal is to ensure that the products we produce encourage healthy postures, promote productivity, and that are intuitive to use correctly for a broad spectrum of worker types, sizes, and capabilities.

Lauren is also involved in education for our clients and end users. Lauren has taught engineering and ergonomics courses at the university level, has conducted extensive research in the field of ergonomics, and holds a doctoral degree in biomedical engineering from the University of Iowa. Lauren is an Adjunct Associate Professor at the University of Iowa, is a member of the Human Factors and Ergonomics Society, and is a Certified Professional Ergonomist, granted by the Board of Certification in Professional Ergonomics. Lauren is also a WELL Accredited Professional and Fitwel Ambassador and is qualified to provide guidance regarding health and wellness in the built environment.

ERGONOMIC DESIGN

Allsteel strives to create products that encourage healthy postures, promote productivity, and that are intuitive to use correctly in accordance with BIFMA G1-2013 Guidelines, HFES 100-2007, and LEED. Ergonomic principles and anthropometrical knowledge are applied during product development to ensure that workstations, seating, and work accessories support a broad spectrum of worker types, sizes, and capabilities.

ERGONOMIC SERVICES

Allsteel will be happy to collaborate with UC ergonomists to promote and foster comfort, health and productivity by: assisting in development of strategic initiatives; collecting, analyzing and developing solutions for product feedback; and providing ergonomic education.

We can offer ergonomics education and training in the form of seminars and 'Train-the-Trainer' sessions focusing both on general ergonomic principles and specific workplace suggestions. Training sessions may be available upon installation and afterward to

Value Add | Ergonomics

ensure that end-users understand how to use their equipment in a comfortable, healthy, and effective manner. Allsteel has the resources to assist in the creation of ergonomic assessments to address potential ergonomic risk factors, and to help remind employees of correct adjustments well after installation. Literature, tutorials, and ergonomic reference materials are also available, both for specific products and general ergonomic research and issues.

APPLIED ERGONOMIC SUPPORT

HNI Service	Ergonomic Support	Included when total service hours less than 2 days/month	Cost when time exceeded
Education	Provide general, research-based insights related to ergonomic application, theory, and best practices.	✓	$200/hr
Product Information	Provide product-specific ergonomic information, reports, or insights	✓	$200/hr
Product Selection	Consultation: Work with project stake holders (facilities management, ergonomic team, project management, etc.) to select furniture, accessories, and layouts that address HP specific needs (ergonomic, wellness, work-flow, and culture)	✓	$300/hr
Education	Personalized Education Collateral: Create HP specific ergonomic education materials to instruct end-users (output designed by HNI marketing and collaborate with HP ergonomic team to unify messaging)	✓	$300/hr
Education	Webinar: Provide off-site, real-time ergonomic training or Q&A with stake holders and/or end-users. May include CEU presentations or other topic-specific content	✓	$500/hr
Remote Assessment	Consultation: Provide remote assessment of end-user workstation (using FaceTime, email with pictures, or other medium) and suggest adjustments, alterations, or product (if needed) to improve ergonomics and comfort	✓	$500/hr
Education	In-person presentations: Provide on-site ergonomic training or Q&A with stake holders and/or end-users. May include CEU presentations or other topic-specific content. Train-the-trainer sessions are available for safety or ergonomic teams.	One in-person presentation in the domestic US per year during installation phases Subject to HNI member availability	$700/hr + Cost of Travel

Value Add | Project Management

Our comprehensive team has years of experience helping companies create their ideal environments that achieve design, installation and operational efficiency. Our knowledge and understanding of contract furniture and standards programs will help you meet your project goals on-time and within budget.

Through our improvement management plan, inventory control, processes and quality control programs, we will manage every aspect of each task order, while meeting product, delivery and installation requirements. Through our proposed solution, our team will clearly demonstrate the capabilities required to manage this project with attention to detail, practical project management and technical knowledge.

Our team will provide project implementation and on-going management support services throughout a Five Phase Management Process. The five essential phases of Initiate, Plan, Design, Execute, and Close-Out positions our team to successfully execute every aspect of your project. We believe that these basic building blocks will put us in a position to successfully perform your project.

The following key process activities describe in detail the fundamental tasks within each Project Management Process. These activities form the core infrastructure of a successful project plan and project execution:

INITIATING

The initiating process begins with the receipt of the RFP while we simultaneously anticipate all elements necessary for managing an account of this size and complexity.

PLANNING

The planning starts as soon as a project is awarded. The project manager will hold a mandatory Kick-Off meeting where all project members will be assigned specific responsibilities and deadlines.

EXECUTING

The executing process is underway when a purchase order is obtained; the project manager will evaluate order phasing and managing product lead times. This step also includes the manufacturing of all the furniture as well as shipping and installation.

MONITORING & CONTROLLING

The monitoring and controlling process focuses on tracking, reviewing, and adjusting the progress and performance of the project. Continuous examination of all aspects of the project gives the project team the necessary awareness of the state of project and identifies areas that may require particular attention.

The project manager will schedule a formal close-out meeting with the OMNIA Partners, Public Sector team to ensure all project activities and contract obligations have been completed at the team's full satisfaction.

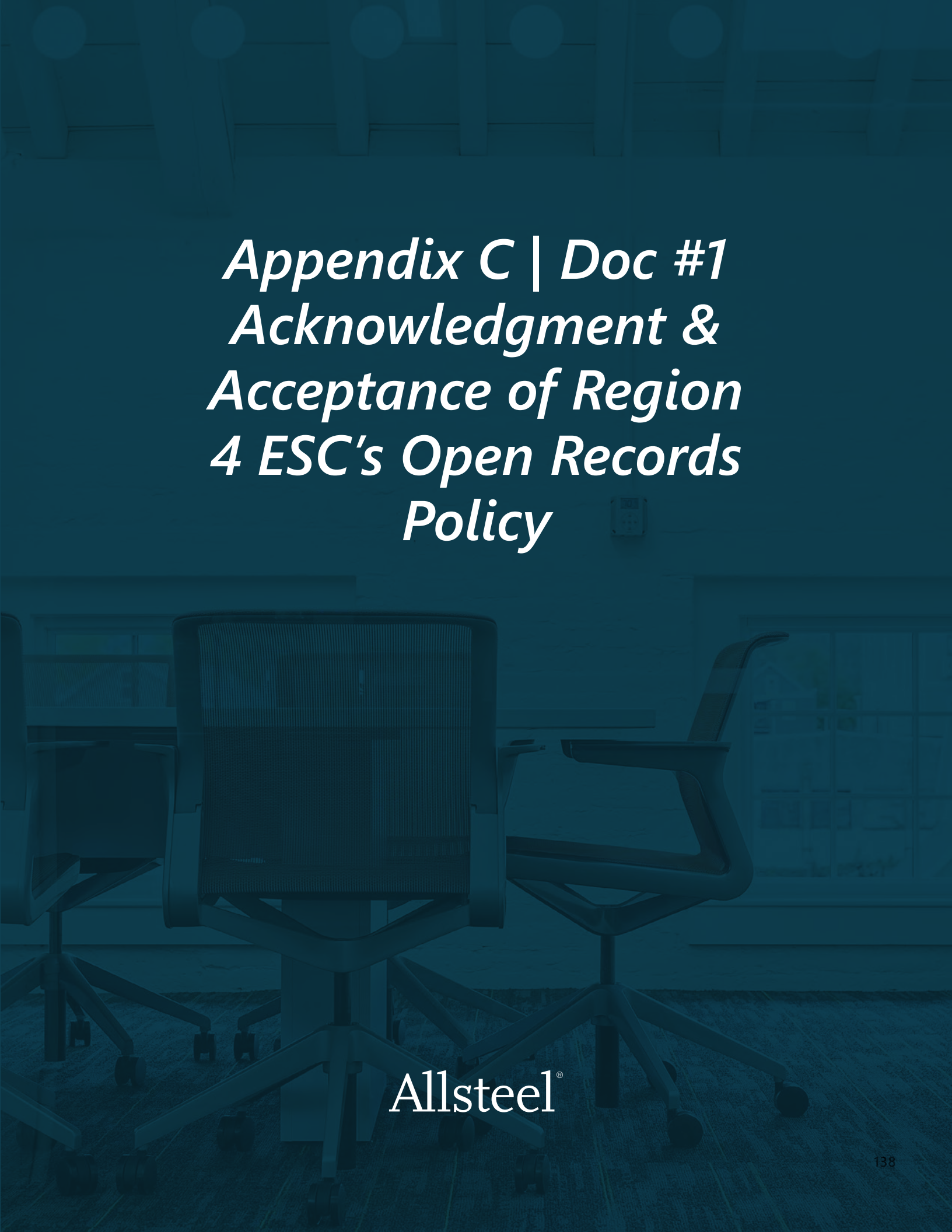
Value Add | ANEW Program

What happens when furniture is no longer needed? At the end of our furniture's useful life, we want to see it reused or recycled locally, rather than sent to a landfill.

We've created an end-of-life referral program with ANEW, a 501c3 non-profit organization that specializes in Sustainable Stewardship. ANEW focuses on doing what's right with what's left®. ANEW is a single-point, turn-key resource and their team can provide a holistic approach to managing the liquidation process of surplus furniture and other building assets.

When organizations have surplus, there will be costs associated with disposition, including labor and project management. ANEW can provide a quote with cost-competitive rates; as a non-profit, they can offer a reduced rate for project labor and professional services. If hired, ANEW will manage the entire liquidation project, including outreach to local organizations in need and networks that specialize in resale and recycling.

Please note: ANEW is a separate entity from Allsteel; all costs associated with ANEW's project management are paid by the customer to ANEW. This program is available across the US and some areas in Canada. Product from any manufacturer can be included.



Appendix C | Doc #1 Acknowledgment & Acceptance of Region 4 ESC's Open Records Policy

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Appendix C | Open Records Policy

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

12-4-19
Date

VP, Finance
Authorized Signature & Title

Furniture, Installation, and Related Services
Solicitation Number 19-18
Addendum No. 1

Page 3 of 25

Appendix C | Doc #2 Antitrust Certification Statements

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Appendix C | Antitrust Certification Statements

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

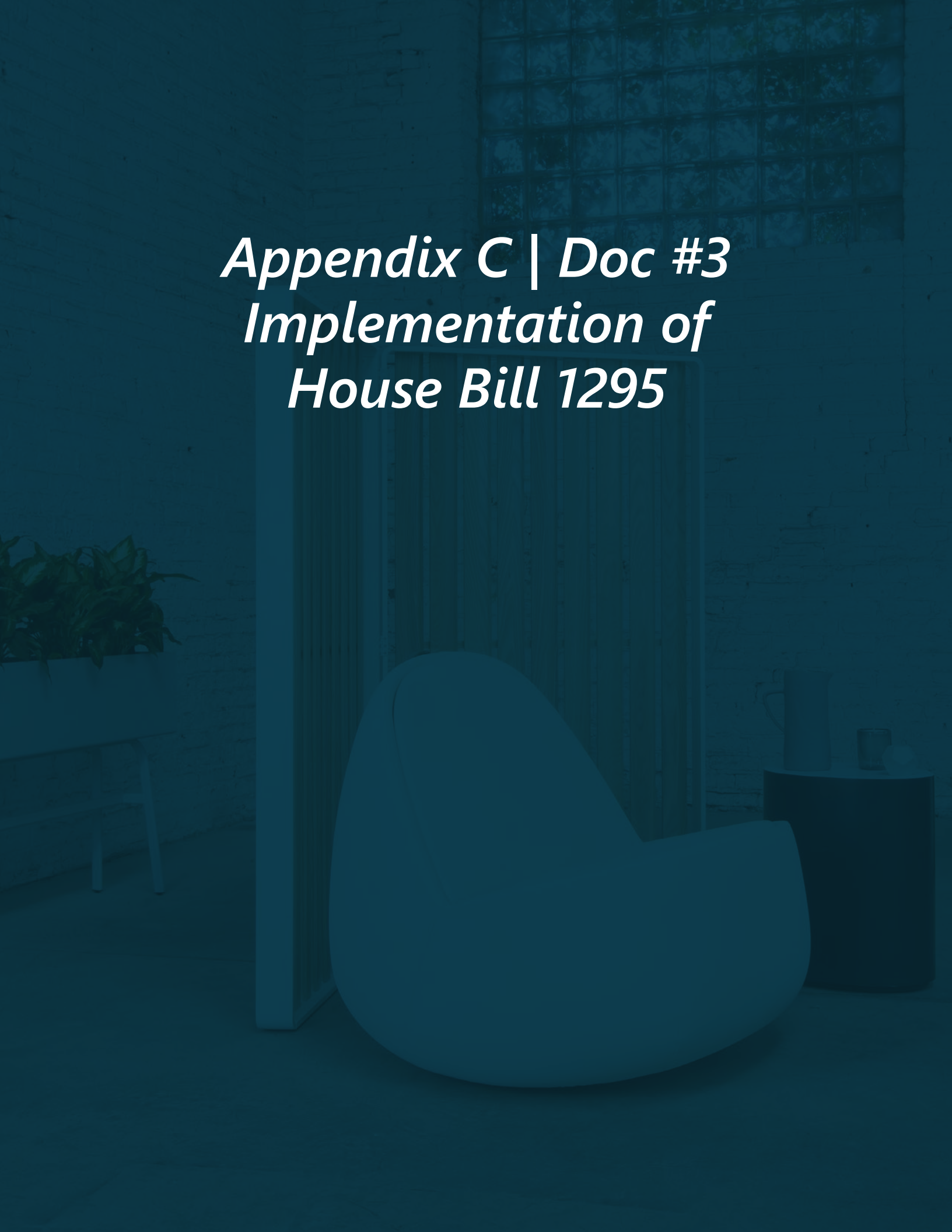
1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	Allsteel Inc.	**Contact**	**Signature**
	Gunlocke		Anna Miller **Printed Name**
			Proposal Coordinator **Position with Company**
Address	2210 2nd Avenue		
	Muscatine, IA 52761	**Official Authorizing Proposal**	**Signature**
			Eric Schroeder **Printed Name**
Phone	563.272.4800		VP, Finance **Position with Company**
Fax			



Appendix C | Doc #3 Implementation of House Bill 1295

Appendix C | Implementation of House Bill 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-565039

Date Filed:
11/26/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Allsteel Inc.
Muscatine, IA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
OMNIA RFP 19-18
Office Furniture

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HNI Corporation	Muscatine, IA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Eric Schroeder, and my date of birth is 1/11/76.

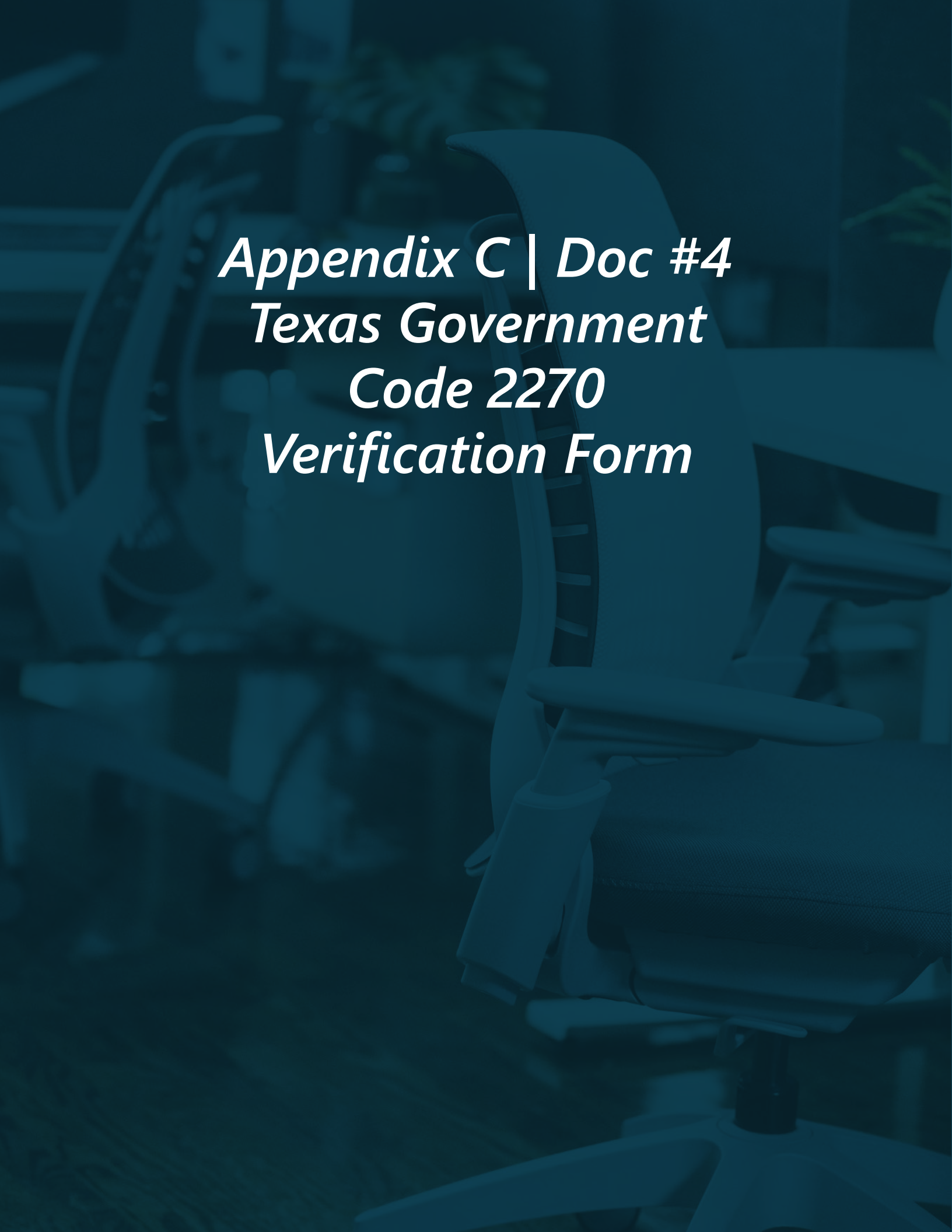
My address is 2210 Second Avenue (street), Muscatine (city), IA (state), 52761 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Muscatine County, State of IA, on the 26 day of November (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.3a6aaf7d



Appendix C | Doc #4
Texas Government Code 2270 Verification Form

Appendix C | Texas Government Code 2270 Verification Form

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Eric Schroeder, as an authorized representative of

Allsteel Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

12-4-19
Date

Appendix C | Doc #5 Addendum

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Appendix C | Addendum

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

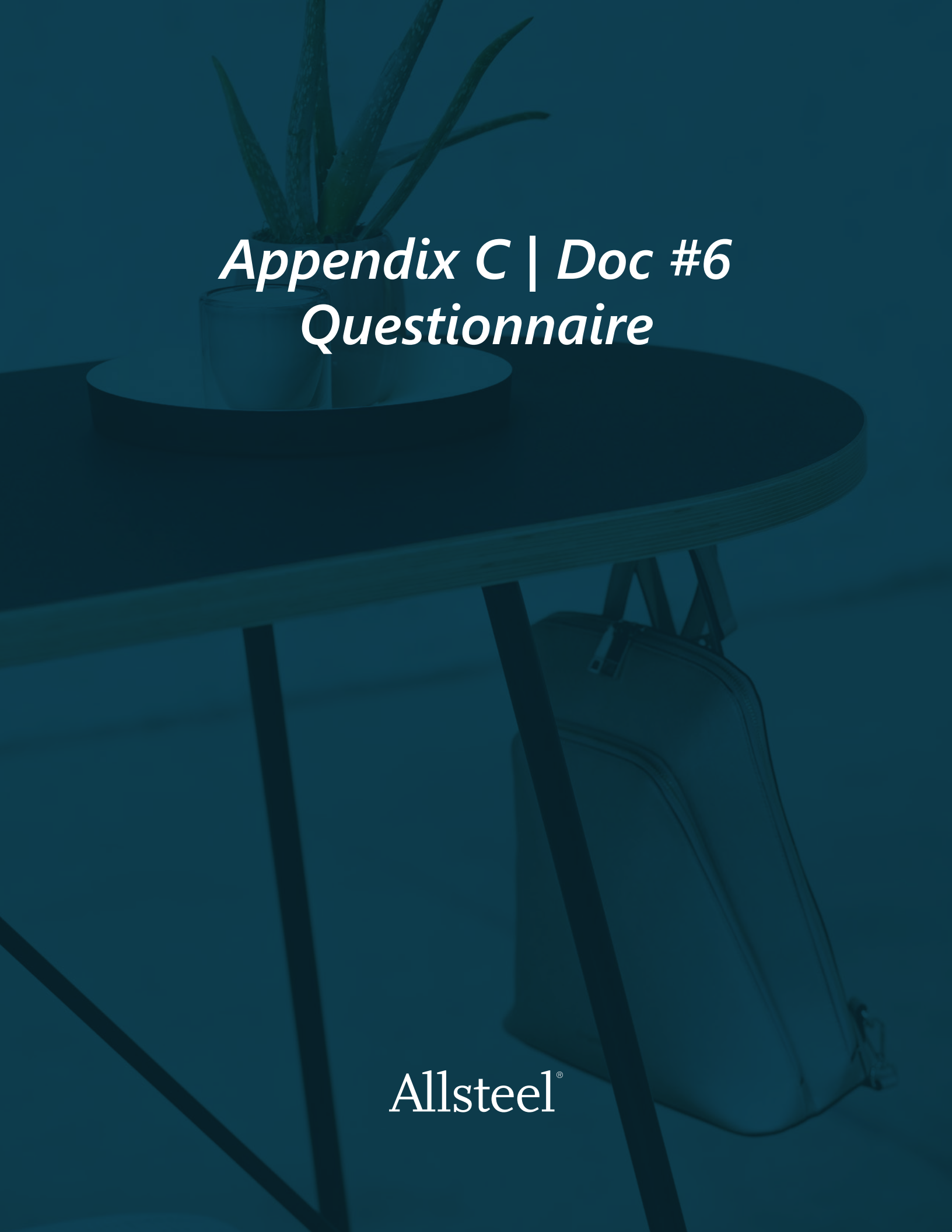
Company Name Allsteel Inc.

Contact Person Eric Schroeder

Signature

Date 12-4-19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



Appendix C | Doc #6 Questionnaire

Allsteel®

Appendix C | Questionnaire

Appendix C, DOC # 6

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒Yes ☐No
  (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency: _____

c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: _____

d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone ☐Yes ☒No

List certifying agency: _____

e**. Other**
Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No
List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☒Yes ☐No

Appendix C | Questionnaire

1. Do you currently have a diversity program or any diversity partners that you do business with? (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

Allsteel, including HNI One, and its parent company, HNI Corporation, value diversity in the workplace and our supplier base and dealer network. Below is a comprehensive summary of Allsteel's and HNI's philosophies, plans, and policies regarding workplace and supplier diversity.

WORKPLACE DIVERSITY
HNI's member-owner culture is founded upon empowered accountability. HNI believes every member has something unique and valuable to contribute to its success. The same qualities that make HNI's members different also make them more creative, collaborative, and attuned to customer needs. This member-owned culture is promoted in all HNI's brands, including Allsteel, as each brand has their own members that are invested in the growth of the company.

HNI's philosophy promotes three key areas—diversity, inclusion, and career growth—as playing an important role in empowering all members to make an impact and drive business outcomes.

We aim to have a workforce that reflects the diversity of the communities where we live and work.

- Women and ethnic minorities currently make up about half of HNI's U.S. workforce, with new hires reflecting an increasing diversity.
- Women and ethnic minorities hold at least 50 percent of the positions in many functional areas across HNI, including finance and accounting, law, supply chain, sales and marketing, and product management.
- In 2018, more than half of HNI's summer interns—a key pipeline for entry level talent—were women or represented diverse populations.
- In 2018, 79 percent of Allsteel's new hires were women.
- In 2018, women and ethnic minorities received 75 percent of the promotions offered within Allsteel.
- In 2018, women and ethnic minorities make up 42 percent of Allsteel's leadership team.
- In 2018, women and ethnic minorities make up 65.5 percent of Allsteel's workforce.
- We continue to make inroads through early career development programs, with strong female representation among engineering, operations, and finance and accounting development program participants.
- We recognize diverse views are important to effective corporate governance. Five of HNI's nine ten outside Directors are women or ethnic minorities.

Allsteel's workplace diversity is very competitive considering the community where our members live and work. The majority of Allsteel's workers are located in Muscatine, Iowa. According to the United States Census Bureau, 52.1 percent of Iowa workers are male and 47.9 percent are female. 93.6 percent of Iowa workers are Caucasian; 2.2 percent are Latino; 2.1 percent are African American; and 1 percent are Asian.

Diversity is not just about bringing people of different backgrounds together. To truly harness the power of diversity, HNI proactively and intentionally fosters a culture of inclusion.

PRODUCT & DESIGN SOLUTION

- We regularly train all members on issues related to diversity, fairness and respect, including focused guidance for managers and leaders.
- We prioritize transparent communication across all organizational levels. All members have frequent opportunities to join two-way discussions with company leaders, where concerns are openly invited to be expressed and addressed.
- All members also participate in quarterly meetings to learn more about our business, ask questions, and hear updates directly from leaders.

Appendix C | Questionnaire

- We invest in a compensation and benefits package that provides broad choice for members at all life stages, including generous time off and leave policies, comprehensive healthcare coverage, numerous wellness programs, and financial benefits such as substantial retirement contributions.
- By promoting these goals, Allsteel received the Iowa Top Workplace award by the Des Moines Register in both 2017 and 2018.
- Our commitment to career growth without limits means all members have the opportunity to achieve and succeed as far as their aspirations, skills, and abilities will take them.
- We support member growth and development through hands-on experience, access to leaders, and opportunities to gain business insight.
- We invest in apprenticeships, on-the-job training, robust performance and talent management processes, and leadership development programs. Our unique approach encourages all members to experience a variety of functions across multiple operating companies.
- We have experienced increasing diversity in supervisory positions, with women and minorities comprising one-third of HNI's managers.
- HNI is an Equal Employment Opportunity employer, and Allsteel each of HNI's operating companies in the office furniture segment completes an annual Affirmative Action Plan and evaluates opportunities for further progress.
- We regularly review compensation equity corporation-wide and within each operating company, and address any issues identified.
- When recruiting, HNI strives to present diverse slates of candidates, and we have strong community and university partnerships with groups such as the Society of Hispanic Professionals and Society of Women Engineers.
- Our approach to career growth led the business publication Chief Executive to twice recognize HNI as one of the best companies in the world for leadership development (2016 and 2018).

HNI has made progress to expand diversity, foster inclusion, and support career growth opportunities for all members. Like most companies, diversity and inclusion are acknowledged as areas of further opportunity, and we are committed to continuing to include more diverse perspectives. We will maintain a focus on processes throughout our business—from recruitment and hiring, to development, advancement, and communication—as we seek opportunities to further our progress. Allsteel promotes workplace diversity through all these methods, which are incorporated in its Affirmative Action Plan, a portion of which is enclosed with this letter.

SUPPLIER DIVERSITY

Allsteel values diversity in its supplier and dealer network as well. Efforts to track and increase HNI's dealer and supplier diversity are driven primarily through each brand's individual GSA Small Business Subcontracting Plan. The Subcontracting Plan highlights the efforts that Allsteel makes towards expanding its dealer and supplier diversity, which include, but are not limited to utilizing local, small businesses when possible to fulfill sourcing needs, ensuring small, diverse suppliers and dealers have opportunities to respond to solicitations, and, when appropriate, attending minority seminars and trade fairs. Allsteel aggressively pursues business opportunities that provide subcontracting to our diversified dealer partners.

The following pages list all current MWSBE partners nationwide.

M/W/SBE Participation Plan

Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
ARCTIC OFFICE PRODUCTS	100 W FIREWEED LN	ANCHORAGE	AK	99503-2604	Yes
BOWERS OFFICE PRODUCTS INC	2333 VAN HORN RD	FAIRBANKS	AK	99701-7207	Yes
JUNEAU BUSINESS INTERIORS INC	PO BOX 33026	JUNEAU	AK	99803-3026	Yes
CAPITAL OFFICE SYSTEMS	1120 E 35TH AVE	ANCHORAGE	AK	99508-4257	Yes
NORTHERN OFFICE SUPPLY	8160 GREENWOOD ST	ANCHORAGE	AK	99518-3318	Yes
THINK OFFICE LLC	1320 E 68TH AVE	ANCHORAGE	AK	99518	Yes
STRICKLAND COMPANIES	481 REPUBLIC CIR	BIRMINGHAM	AL	35214-5967	Yes
MCALEERS OFFICE FURNITURE COMPANY INC	3305 SPRING HILL AVE	MOBILE	AL	36607-1811	Yes
PRINTERS & STATIONERS INC	PO BOX T	FLORENCE	AL	35631-1919	Yes
ALABAMA OFFICE SUPPLY CO LLP	PO BOX 467	OPELIKA	AL	36801-0467	Yes
OFFICE ENVIRONMENTS (BIRMINGHAM)	PO BOX 19986	BIRMINGHAM	AL	35219-0986	Yes
AI CORPORATE INTERIORS LLC	3017B 2ND AVE S	BIRMINGHAM	AL	35233-3001	Yes
OFFICE INTERIORS BY OSCO INC	PO BOX 3047	DECATUR	AL	35602-3047	Yes
SPRADLING INTERNATIONAL INC	PO BOX 1668	PELHAM	AL	35124-5668	Yes
INNERSPAICE ARCHITECTURAL INTERIORS LLC	PO BOX 1911	BIRMINGHAM	AL	35201-1911	Yes
US BUSINESS PRODUCTS INC	PO BOX 9172	DOTHAN	AL	36304-1172	Yes
FACILITIES RESOURCE GROUP INC	6915 SPANISH FORT BLVD	SPANISH FORT	AL	36527-5302	Yes
MELSUR CORP	DEPT 3323 PO BOX 2153	BIRMINGHAM	AL	35287-3323	Yes
ALABAMA CONTRACT SALES INC	PO BOX 3490	AUBURN	AL	36831-3490	Yes
BUSINESS INTERIORS INC (ALABAMA)	2101 HIGHLAND AVE S STE 300	BIRMINGHAM	AL	35205-4009	Yes
SPARKS INDUSTRIES	404 N COLUMBIA AVE	SHEFFIELD	AL	35660-3047	Yes
OFFICE EQUIPMENT CO (MOBILE)	104 E I 65 SERVICE RD N	MOBILE	AL	36607-2501	Yes
GARCY MANUFACTURING LLC	1000 GARCY BLVD	PIEDMONT	AL	36272-1488	Yes
JIT INDUSTRIES INC	26670 SUCCESS DR	MADISON	AL	35756-4637	Yes
HARRELSON MODULAR CONSTRUCTION INC	123 BROWN CIR	ALABASTER	AL	35007-8854	Yes
DOUG BOWERS CONSULTING LLC	3025 GOLDENEYE DR	MOBILE	AL	36695-4247	Yes
DIVISION 12 CONSULTING	1624 KESTWICK DR STE 100	HOOVER	AL	35226-2350	Yes
PETTUS OFFICE PRODUCTS	2 FREEWAY DR	LITTLE ROCK	AR	72204-2486	Yes
MICRO PLASTICS INC	PO BOX 149	FLIPPIN	AR	72634-0149	Yes
CLARIDGE PRODUCTS AND EQUIPMENT INC	PO BOX 910	HARRISON	AR	72602-0910	Yes
SWAIM OFFICE PRODUCTS	PO BOX 5602	VAN BUREN	AR	72957-5602	Yes
HYPERDYNE SYSTEMS INC	12599 KENNETH PRICE RD	SPRINGDALE	AR	72762-4211	Yes
ARIZONA OFFICE	3920 E BROADWAY RD	PHOENIX	AZ	85040-2926	Yes
HOPPSTETTERS OFFICE PRODUCTS INC	102 S MAIN ST	YUMA	AZ	85364-1424	Yes
GOVERNMENT SOLUTIONS OF AMERICA LLC	8512 W NICOLET AVE	GLENDALE	AZ	85305-6954	Yes
CORPORATE INTERIOR SYSTEMS INC	3311 E BROADWAY RD STE A	PHOENIX	AZ	85040-2867	Yes
CHAFFEE ASSOCIATES	3920 E INDIAN SCHOOL RD STE 11	PHOENIX	AZ	85018-5257	Yes
ESI ERGONOMIC SOLUTIONS LLC	PO BOX 21239	MESA	AZ	85277-1239	Yes
ARIZONA FURNISHINGS	6913 W BUCKEYE RD STE 200	PHOENIX	AZ	85043-4302	Yes
EVOS OFFICE PRODUCTS	3265 N DELAWARE ST	CHANDLER	AZ	85225-1105	Yes
WIST OFFICE PRODUCTS COMPANY	PO BOX 24118	TEMPE	AZ	85285-4118	Yes
SCHWINN HARDWARE INC	7777 E PARADISE LN STE 100	SCOTTSDALE	AZ	85260-1627	Yes
FORWARD TILT LLC	6340 E THOMAS RD STE 200	SCOTTSDALE	AZ	85251-7056	Yes
CLAMP PAD SOLUTIONS LLC	16921 E PALISADES BLVD STE 105	FOUNTAIN HILLS	AZ	85268-8411	Yes
B2 OFFICE FURNISHINGS LLC	426 E SAN CARLOS WAY	CHANDLER	AZ	85249-5332	Yes
THE MANNING GROUP LLC	PO BOX 1234	LITCHFIELD PARK	AZ	85340-1234	Yes
CRANE REPS LLC	4098 E OLIVE AVE	GILBERT	AZ	85234-7904	Yes
GOVIG & ASSOCIATES INC	4800 N SCOTTSDALE RD STE 2800	SCOTTSDALE	AZ	85251-7634	Yes
INGRAM EXECUTIVE RECRUITING LLC	9290 E THOMPSON PEAK PKWY UNI	SCOTTSDALE	AZ	85255-4508	Yes
MHA CONSULTING INC	3820 W HAPPY VALLEY RD STE 141-!	GLENDALE	AZ	85310-3292	Yes
PERSPECTIVES INTERIOR PRODUCTS GROUP	10402 E WETHERSFIELD RD	SCOTTSDALE	AZ	85259-2412	Yes
JZ OFFICE INSTALLATIONS	PO BOX 193	PEORIA	AZ	85380-0193	Yes
ADVENT OFFICE FURNITURE	PO BOX 729	SANTA ROSA	CA	95402-0729	Yes
TRICOUNTY OFFICE FURNITURE	230 SANTA BARBARA ST	SANTA BARBARA	CA	93101-1821	Yes
ARENSON OFFICE FURNITURE	8185 CAMINO SANTA FE	SAN DIEGO	CA	92121-2279	Yes
CULVER NEWLIN INC	520 E RINCON ST STE 102	CORONA	CA	92879-1352	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
CAMPBELL KELLER	PO BOX 277788	SACRAMENTO	CA	95827-7788	Yes
ABI OFFICE FURNITURE INC	9373 ACTIVITY RD STE L	SAN DIEGO	CA	92126-4409	Yes
PARRON HALL CORPORATION	9655 GRANITE RIDGE DR STE 100	SAN DIEGO	CA	92123-2697	Yes
RUSSCO	2240 S THORNBURG ST	SANTA MARIA	CA	93455-1248	Yes
CREST OFFICE FURNITURE COMPANY INC	DO NOT USE	BURBANK	CA	91504-2506	Yes
SYSTEMS SOURCE INC	3161 MICHELSON DR STE 110	IRVINE	CA	92612-4401	Yes
INSIDE SOURCE INC	985 INDUSTRIAL RD STE 101	SAN CARLOS	CA	94070-4157	Yes
ENVIRONMENTS PLUS INC	1700 1ST ST	SAN FERNANDO	CA	91340-2711	Yes
QUALITY OFFICE FURNISHINGS INC	23825 VIA DEL RIO	YORBA LINDA	CA	92887-2727	Yes
CSI FULLMER	131 N EL MOLINO AVE STE 170	PASADENA	CA	91101-6603	Yes
CRAWFORD & I-TEC	13370 KIRKHAM WAY	POWAY	CA	92064-7117	Yes
CORPORATE BUSINESS INTERIORS (IRVINE)	3501 JAMBOREE RD STE 400	NEWPORT BEACH	CA	92660-2939	Yes
CAL BENNETTS INC	615 N PLAZA DR	VISALIA	CA	93291-9327	Yes
WEST COAST BUSINESS PRODUCTS INC	9749 INDEPENDENCE AVE	CHATSWORTH	CA	91311-4318	Yes
STINSON STATIONERS INC	PO BOX 3399	BAKERSFIELD	CA	93385-3399	Yes
ADVANCED LIQUIDATORS INC	10631 MAGNOLIA BLVD	N HOLLYWOOD	CA	91601-4054	Yes
SLM CONTRACT FURNITURE INC	7330 OPPORTUNITY RD	SAN DIEGO	CA	92111-2224	Yes
BLUESPACE INTERIORS	23303 LA PALMA AVE	YORBA LINDA	CA	92887-4773	Yes
VERTEX BUSINESS INTERIORS	14712 SINCLAIR CIR	TUSTIN	CA	92780-7225	Yes
MILES TREASTER & ASSOCIATES	3201 EVERGREEN AVE STE 340	WEST SACRAMEN	CA	95691-2900	Yes
AAA BUSINESS SUPPLIES & INTERIORS	325 MENDELL ST	SAN FRANCISCO	CA	94124-1710	Yes
WESTFALL COMMERCIAL FURNITURE	444 S FLOWER ST STE 4280	LOS ANGELES	CA	90071-2943	Yes
DOUG MOCKETT CO	PO BOX 3333	MANHATTAN BE/	CA	90266-1333	Yes
THE SCHEFFEY GROUP INC	228 N EL MOLINO AVE	PASADENA	CA	91101-1675	Yes
JUST MIKE INC	PO BOX 551	MILLBRAE	CA	94030-0551	Yes
SCS GLOBAL SERVICES	2000 POWELL ST STE 600	EMERYVILLE	CA	94608-1805	Yes
BERKELEY ANALYTICAL ASSOCIATES LLC	815 HARBOUR WAY S STE 6	RICHMOND	CA	94804-3614	Yes
IMPERVA INC	3400 BRIDGE PKWY STE 101	REDWOOD CITY	CA	94065-1195	Yes
PALACE BUSINESS SOLUTIONS	2606 CHANTICLEER AVE	SANTA CRUZ	CA	95065-1810	Yes
LUNA TEXTILES	2415 3RD ST	SAN FRANCISCO	CA	94107-3189	Yes
MDI MANUFACTURING & DESIGN INC	7687 N SAN FERNANDO RD	BURBANK	CA	91505-1073	Yes
DECCOFELT CORP	PO BOX 156	GLENDORA	CA	91740-0156	Yes
DAVID J RITCH	418 RIALTO AVE	VENICE	CA	90291-4246	Yes
SHORE TOTAL OFFICE	11696 SORRENTO VALLEY RD STE 2(	SAN DIEGO	CA	92121-1059	Yes
BARBARA BARRY INCORPORATED	9526 PICO BLVD	LOS ANGELES	CA	90035-1202	Yes
SMART OFFICE INTERIORS	DO NOT USE	SANTA BARBARA	CA	93101-1896	Yes
FISHER WEISMAN	1101 CLAY ST	SAN FRANCISCO	CA	94108-1405	Yes
JOSEPH D RICCHIO JR	PO BOX 909	SEAL BEACH	CA	90740-0909	Yes
LISA BOTTOM-DUVIVIER	135 TERRA VISTA AVE	SAN FRANCISCO	CA	94115-3876	Yes
SOURCE CREATIVE OFFICE INTERIORS	18600 MACARTHUR BLVD STE 400	IRVINE	CA	92612-1251	Yes
WEST COAST INDUSTRIES	750 BATTERY ST STE 100	SAN FRANCISCO	CA	94111-1543	Yes
PABLO INC	888 MARIN ST	SAN FRANCISCO	CA	94124-1216	Yes
MILES BARRY CONTRACT FURNITURE	111 NATAQUA AVE	PACIFICA	CA	94044-3144	Yes
WELCH COMPANY INC, THE	4533 MACARTHUR BLVD STE 255	NEWPORT BEACH	CA	92660-2059	Yes
NATIONAL PURCHASING PARTNERS LLC	PO BOX 749720	LOS ANGELES	CA	90074-9720	Yes
WESTERN OFFICE INTERIORS	500 CITADEL DR STE 250	LOS ANGELES	CA	90040-1576	Yes
NATIONAL LIGHTING CORP	16826 EDWARDS RD	CERRITOS	CA	90703-2418	Yes
OFFICE DESIGN GROUP	9963 MUIRLANDS BLVD	IRVINE	CA	92618-2508	Yes
EXEMPLIS CORPORATION	6415 KATELLA AVE STE 200	CYPRESS	CA	90630-5245	Yes
SITWELL LLC	14815 RADBURN AVE	SANTA FE SPRING	CA	90670-5319	Yes
MARTIN BRATTRUD INC	1224 W 132ND ST	GARDENA	CA	90247-1506	Yes
MERCURY TECHNOLOGY GROUP INC	6430 OAK CYN STE 100	IRVINE	CA	92618-5227	Yes
PREMIER STAFFING INC	PO BOX 398237	SAN FRANCISCO	CA	94139-8237	Yes
PETER PEPPER PRODUCTS INC	17929 S SUSANA RD	COMPTON	CA	90221-5520	Yes
BERNARDS OFFICE FURNITURE INC	20935 WARNER CENTER LN STE B	WOODLAND HILL	CA	91367-6511	Yes
ALLMODULAR SYSTEMS INC	PO BOX 398039	SAN FRANCISCO	CA	94139-8039	Yes

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SUGATSUNE AMERICA INC	221 SELANDIA LN	CARSON	CA	90746-1414	Yes
9 TO 5 SEATING	3211 JACK NORTHROP AVE	HAWTHORNE	CA	90250-4424	Yes
LOQATE INC	999 BAKER WAY STE 320	SAN MATEO	CA	94404-1566	Yes
HUNTINGTON BUSINESS INTERIORS	1930 S ROCHESTER AVE STE 101	ONTARIO	CA	91761-2346	Yes
SAM CLAR OFFICE FURNITURE INC	1221 DIAMOND WAY	CONCORD	CA	94520-5209	Yes
ABLE BUILDING MAINTENANCE CO	DEPT 34651 PO BOX 39000	SAN FRANCISCO	CA	94139-0001	Yes
FEI MARKETING INC	380 GODDARD	IRVINE	CA	92618-4601	Yes
CORPORATE OFFICE SPECIALISTS INC	404 EVELYN PL STE B	PLACENTIA	CA	92870-6325	Yes
KANE DESIGN STUDIO INC	570 ALABAMA ST	SAN FRANCISCO	CA	94110-1301	Yes
OFFICE ADVANTAGE INC	12556 KIRKHAM CT STE 1	POWAY	CA	92064-8808	Yes
FANTASY CREATION IN METAL INC	PO BOX 580	NORCO	CA	92860-0580	Yes
LAURA GUIDO CLARK DESIGN LLC	1321 8TH ST STE 3	BERKELEY	CA	94710-1441	Yes
MODULAR SYSTEMS SPECIALISTS INC	1631 WALTER ST	VENTURA	CA	93003-5620	Yes
I-TEC INSTALLATION TECHNOLOGY INC	13370 KIRKHAM WAY	POWAY	CA	92064-7117	Yes
NEW CENTURY TECHNOLOGIES INC	4290 KENDALL ST	SAN DIEGO	CA	92109-5467	Yes
OFFICE & ERGONOMIC SOLUTIONS INC	10134 6TH ST	RANCHO CUCAM	CA	91730-5857	Yes
AMERICA ELEX INC	10268 SANTA FE SPRINGS RD	SANTA FE SPRING	CA	90670-3339	Yes
LA MILLS	2331 E 8TH ST	LOS ANGELES	CA	90021-1732	Yes
CONTRACT INTERIOR SERVICE INC (SPRING VALLE	3325 S BONITA ST	SPRING VALLEY	CA	91977-3019	Yes
DAPTIV SOLUTIONS LLC	DEPT 3122	LOS ANGELES	CA	90084-1322	Yes
H HENDY ASSOCIATES	4770 CAMPUS DR STE 100	NEWPORT BEACH	CA	92660-1833	Yes
WARREN EQUIPMENT CO INC	9220 FERN ST	SOUTH EL MONTE	CA	91733-1402	Yes
B & C FURNITURE SOLUTIONS INC	2251 SAN DIEGO AVE STE B208	SAN DIEGO	CA	92110-2969	Yes
INSTALLATION SPECIALISTS INC	1260 E PHILLIPS BLVD	POMONA	CA	91766-5428	Yes
CORPORATE VISIONS INC	3875 HOPYARD RD STE 275	PLEASANTON	CA	94588-8527	Yes
EVERBRIDGE INC	PO BOX 740745	LOS ANGELES	CA	90074-0745	Yes
ADVANCED INSTALLATION SERVICES	2855 VOLPEY WAY	UNION CITY	CA	94587-1244	Yes
BURDICK PAINTING	705 NUTTMAN ST	SANTA CLARA	CA	95054-2623	Yes
GIVE SOMETHING BACK WORKPLACE SOLUTIONS	7730 PARDEE LN STE A	OAKLAND	CA	94621-1555	Yes
EASY OFFICE FURNITURE & SERVICES	4690 CALLE QUETZAL	CAMARILLO	CA	93012-8558	Yes
CUPID COURIER COLLECTIVE LLC	150 SUTTER ST UNIT 313	SAN FRANCISCO	CA	94104-9008	Yes
MEASUREMENT MASTERS INC	1 TECHNOLOGY DR STE D401	IRVINE	CA	92618-2342	Yes
CHRIS ADAMICK DESIGN LLC	981 N VULCAN AVE APT 1	ENCINITAS	CA	92024-1721	Yes
CORE 4 SOLUTIONS INC	13742 MCKENZIE AVE	POWAY	CA	92064-4042	Yes
MAVERICK DESK	15100 FIGUEROA	GARDENA	CA	90248-1724	Yes
CS&A INC	PO BOX 17245	BEVERLY HILLS	CA	90209-3245	Yes
INFOREV MEDIA	2909 24TH AVE	SAN FRANCISCO	CA	94132-1535	Yes
PATH INTERIORS	PO BOX 1237	CARDIFF	CA	92007-7237	Yes
THE PACIFIC LABOR GROUP INC	11839 SMITH AVE	SANTA FE SPRING	CA	90670-3226	Yes
MATERIAL HANDLING SOLUTIONS	1500 E OCEAN BLVD UNIT 107	LONG BEACH	CA	90802-6924	Yes
MB CONTRACT FURNITURE INC	1001 GALAXY WAY STE 100	CONCORD	CA	94520-5736	Yes
AM INTERIORS INC	11642 KNOTT ST STE 17	GARDEN GROVE	CA	92841-1820	Yes
WARDENS OFFICE INC, THE	1415 J ST	MODESTO	CA	95354-1014	Yes
AB AIRBAGS INC	5671 PALMER WAY STE A	CARLSBAD	CA	92010-7256	Yes
BUILDING BLOCK INTERIORS INC	3494 CAMINO TASSAJARA # 240	DANVILLE	CA	94506-4680	Yes
CALLAHAN+CO	17160 COLUMBIA DR	CASTRO VALLEY	CA	94552-1607	Yes
SEYI AMERICA INC	17534 VON KARMAN AVE	IRVINE	CA	92614-6208	Yes
MYNT SYSTEMS INC	1025 WATER ST STE A	SANTA CRUZ	CA	95062-1550	Yes
WOLCOTT ARCHITECTURE INTERIORS	3859 CARDIFF AVE	CULVER CITY	CA	90232-2613	Yes
XACTLY CORPORATION	300 PARK AVE STE 1700	SAN JOSE	CA	95110-2774	Yes
JOHN MURRAY PRODUCTIONS INC	1196 32ND ST	EMERYVILLE	CA	94608-4239	Yes
CITY-CORE NATOMAS LLC	2352 POST ST STE 200	SAN FRANCISCO	CA	94115-3424	Yes
ARKKIT FORMS DESIGN	9360 REVERIE RD	TUJUNGA	CA	91042-3020	Yes
A SUSTAINABLE PRODUCTION LLC	13351D RIVERSIDE DR STE 101	SHERMAN OAKS	CA	91423-2508	Yes
ARC ENGINEERING INC	277 S LAKE ST	BURBANK	CA	91502-2111	Yes
ARDENT TELECOMMUNICATIONS GROUP INC	2084 CENTRAL AVE STE B	DUARTE	CA	91010-2992	Yes

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HPWP CONSULTING LLC	PO BOX 817	ALPINE	CA	91903-0817	Yes
SENERGY SOLUTIONS	14938 SIERRA BONITA LN STE A	CHINO	CA	91710-9600	Yes
FINALIZE OFFICE FURNITURE SERVICE	405 JUANA AVE	SAN LEANDRO	CA	94577-5011	Yes
SL PEMBERTON INC	1125 JEFFERSON ST STE B	NAPA	CA	94559-2416	Yes
AHR SIGNS INC	3400 N SAN FERNANDO RD	LOS ANGELES	CA	90065-1419	Yes
MEHAS CONSTRUCTION INC	10642 PULLMAN CT	RANCHO CUCAM	CA	91730-4847	Yes
BURRIS WINDOW SHADES	323 14TH ST	OAKLAND	CA	94612-3906	Yes
GUBI INC	1 CAPITOL MALL STE 670	SACRAMENTO	CA	95814-3265	Yes
WORK THREAD	977 W KENSINGTON RD	LOS ANGELES	CA	90026-4313	Yes
CORPORATE FURNITURE SOLUTIONS	2025 GATEWAY PL STE 310	SAN JOSE	CA	95110-3722	Yes
237NEXT	3219 E ALMOND AVE	ORANGE	CA	92869-3728	Yes
RIVERSTONE INFOTECH LLC	5890 STONERIDGE DR STE 106	PLEASANTON	CA	94588-5825	Yes
CARLSON ENGINEERING & MFG INC	425 W ALLEN AVE STE 109	SAN DIMAS	CA	91773-1485	Yes
CORPORATE FURNITURE SERVICES	404 EVELYN PL STE B	PLACENTIA	CA	92870-6325	Yes
JANUS ET CIE	12310 GREENSTONE AVE	SANTA FE SPRING	CA	90670-4737	Yes
BIG PRODUCTION DESIGN OFFICE LLC	981 N VULCAN AVE APT1	ENCINITAS	CA	92024-1721	Yes
DYNAMIC PALLET SYSTEMS LLC	7056 ARCHIBALD ST # 102-362	CORONA	CA	92880-8713	Yes
JR INVESTIGATIVE SERVICES INC	255 W FOOTHILL BLVD STE 205	UPLAND	CA	91786-3807	Yes
FELIX ROOS	426 UNION ST	SAN FRANCISCO	CA	94133-3445	Yes
FOWLER LAW GROUP	11845 W OLYMPIC BLVD STE 710	LOS ANGELES	CA	90064-5081	Yes
US POWER SOLUTION INDUSTRIES INC	2078 E FRANCIS ST	ONTARIO	CA	91761-7733	Yes
EASE INC	27271 LAS RAMBLAS STE 250	MISSION VIEJO	CA	92691-8042	Yes
KIRKSEY & CO INC	17300 RED HILL AVE STE 200	IRVINE	CA	92614-5651	Yes
TECHNOLOGY PERSPECTIVES	PO BOX 8539	NORTHRIDGE	CA	91327-8593	Yes
BUILDING & COMPUTER ELECTRIC INC	5351 ALHAMBRA AVE	LOS ANGELES	CA	90032-3404	Yes
BLAU KEANE LAW GROUP PC	128 CENTER ST	EL SEGUNDO	CA	90245-4204	Yes
CLOUDINARY INC	3400 CENTRAL EXPY STE 110	SANTA CLARA	CA	95051-0703	Yes
CONTRACT FURNISHINGS INC (DENVER)	3115 E 40TH AVE	DENVER	CO	80205-3659	Yes
ELEMENTS	2501 BLAKE ST	DENVER	CO	80205-2112	Yes
OFFICESCAPES (COLORADO)	9900 E 51ST AVE	DENVER	CO	80238-2430	Yes
OUTBACK OFFICE INC	4160 S SAN SOUCI CT	EVERGREEN	CO	80439-7716	Yes
PROSPACE INTERIORS INC	50 HEINZ ST	DELTA	CO	81416-3425	Yes
CITRON WORKSPACES	13350 W 43RD DR	GOLDEN	CO	80403-7238	Yes
GOVERNMENT CONTRACT SALES INC	10526 W ALAMEDA	LAKEWOOD	CO	80226-2692	Yes
SOURCE FOUR INC	743 KALAMATH ST	DENVER	CO	80204-4402	Yes
CRAIG MILLER LLC	130 GROUSE PL	HIGHLANDS RAN	CO	80126-2201	Yes
EON ENTERPRISES INC	60 TEJON ST	DENVER	CO	80223-1222	Yes
TURNER WALTERS LLC	1825 LAWRENCE ST STE 200	DENVER	CO	80202-1817	Yes
RMRM INC	520 NICHOLS BLVD	COLORADO SPRI	CO	80907-5437	Yes
WORKSPACE INNOVATIONS LTD AN ELEMENTS P	4414 E HARMONY RD STE 100	FORT COLLINS	CO	80528-8517	Yes
PROPOSAL SOFTWARE INC	1140 US HIGHWAY 287 STE 400-102	BROOMFIELD	CO	80020-7080	Yes
IE CONNECT LLC	1331 19TH ST	DENVER	CO	80202-1409	Yes
MY OFFICE ETC	671 ACADEMY CT	WINDSOR	CO	80550-3242	Yes
PEAR WORKPLACE SOLUTIONS	1515 ARAPAHOE ST STE 100	DENVER	CO	80202-2139	Yes
UNIFIED OFFICE SUPPLY	5715 CHASE POINT CIR	COLORADO SPRI	CO	80919-3589	Yes
ANARK CORPORATION	1425 PEARL ST FL 2	BOULDER	CO	80302-5337	Yes
JNBRIDGE LLC	3024 JEFFERSON ST	BOULDER	CO	80304-2638	Yes
BLUE SKIES INTERIORS	910 S SIERRA MADRE ST	COLORADO SPRI	CO	80903-4246	Yes
AILEENJAMES LLC	1805 W 34TH AVE	DENVER	CO	80211-3417	Yes
MODULAR INTERIORS INC	PO BOX 202	BROOMFIELD	CO	80038-0202	Yes
OMNI-X USA INC	2751 W MANSFIELD AVE	ENGLEWOOD	CO	80110-8639	Yes
KITZMILLER MEDIA	3262 WOLFF ST APT A	DENVER	CO	80212-1626	Yes
SOURCE OFFICE & TECHNOLOGY	13350 W 43RD DR	GOLDEN	CO	80403-7238	Yes
DATA CAPTURE SOLUTIONS REPAIR & REMARKET	160 WEST RD	ELLINGTON	CT	06029-3723	Yes
ELECTRI CABLE ASSEMBLIES	10 MOUNTAIN VIEW DR	SHELTON	CT	06484-6403	Yes
CARPIN MANUFACTURING INC	411 AUSTIN RD	WATERBURY	CT	06705-3763	Yes

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UNIKA VAEV	19 OHIO AVE	NORWICH	CT	06360-1536	Yes
SUN TURTLE OFFICE FURNITURE	1 BAILEY CIR	NEW LONDON	CT	06320-5865	Yes
JOHN HUTTON INTERNATIONAL LLC	2001 W MAIN ST STE 115	STAMFORD	CT	06902-4538	Yes
INSIDE SOURCE NORTHEAST INC	501 MERRITT 7 PLAZA LEVEL	NORWALK	CT	06851-7000	Yes
NESSEN LIGHTING	PO BOX 165	BROOKFIELD	CT	06804-0165	Yes
CORPORATE IMAGE LLC	226 N MAIN ST	BRANFORD	CT	06405-3021	Yes
RAMI AFIFI HOME	20 HEATHERFIELD DR	TRUMBULL	CT	06611-5509	Yes
WORKSPACE CONSULTING GROUP LLC	1 LANDMARK SQ FL 2	STAMFORD	CT	06901-2603	Yes
OSTERMAN & COMPANY INC	726 S MAIN ST	CHESHIRE	CT	06410-3472	Yes
STANDARD BUSINESS FURNITURE	35 SHERIDAN ST NW	WASHINGTON	DC	20011-1413	Yes
CHL BUSINESS INTERIORS INC	801 17TH ST NW # 325	WASHINGTON	DC	20006-3912	Yes
DIVERSIFIED ENTERPRISES GROUP LLC	717 D ST NW STE 300	WASHINGTON	DC	20004-2815	Yes
LARRY KANTER + ASSOCIATES LLC	2022 COLUMBIA RD NW APT 602	WASHINGTON	DC	20009-1303	Yes
HOACHLANDER DAVIS PHOTOGRAPHY LLC	5110 1/2 MACARTHUR BLVD NW	WASHINGTON	DC	20016-3316	Yes
LEADING AUTHORITIES INC	1725 EYE ST NW STE 200	WASHINGTON	DC	20006-2427	Yes
LAW OFFICE OF BRUCE J CASINO PLLC	1101 30TH ST NW STE 500	WASHINGTON	DC	20007-3772	Yes
JOSEPH A SANTILLO INC	2403 E PARRIS DR	WILMINGTON	DE	19808-4507	Yes
TEAM TEK WHOLESALE	7616 SOUTHLAND BLVD STE 100	ORLANDO	FL	32809-6976	Yes
OFFICE FURNITURE CENTER INC	2117 W KENNEDY BLVD	TAMPA	FL	33606-1564	Yes
FREEDMANS OFFICE FURNITURE LLC	5035 W HILLSBOROUGH AVE	TAMPA	FL	33634-5347	Yes
COMMERCIAL DESIGN SERVICES INC	5805 BARRY RD	TAMPA	FL	33634-3020	Yes
JC WHITE ARCHITECTURAL INTERIOR PRODUCTS	3501 COMMERCE PKWY	MIRAMAR	FL	33025-3918	Yes
TOTAL OFFICE SOLUTIONS INC (JACKSONVILLE)	4301 EMERSON ST	JACKSONVILLE	FL	32207-4914	Yes
CORPORATE INTERIORS INC (ST PETERSBURG)	12115 28TH ST N	SAINT PETERSBUI	FL	33716-1821	Yes
ITALPRESSE USA INC	26520 MALLARD WAY	PUNTA GORDA	FL	33950-9327	Yes
INTEGRATED FACILITY SYSTEMS	629 W BREVARD ST	TALLAHASSEE	FL	32304-7910	Yes
OEC BUSINESS INTERIORS (GAINESVILLE)	1601 NW 80TH BLVD	GAINESVILLE	FL	32606-9140	Yes
EISENHAUER OFFICE SUPPLY	601 N RIDGEWOOD AVE	DAYTONA BEACH	FL	32114-2142	Yes
WORKSCAPES INC	1173 N ORANGE AVE	ORLANDO	FL	32804-6407	Yes
MARCO OFFICE SUPPLY & PRTG	571 BALD EAGLE DR	MARCO ISLAND	FL	34145-2700	Yes
GULF COAST OFFICE PRODUCTS INC OF NW FLOR	6020 ENTERPRISE DR	PENSACOLA	FL	32505-1610	Yes
OFFICE DIMENSIONS (MIAMI)	3621 NE 1ST CT	MIAMI	FL	33137-3609	Yes
TYLANDERS OFFICE SOLUTIONS	1100 25TH ST	WEST PALM BEA(	FL	33407-5609	Yes
AMERICAS OFFICE SOURCE INC	706 TURNBULL AVE STE 305	ALTAMONTE SPR	FL	32701-6476	Yes
AMERICAN BUSINESS INTERIORS	2015 WAVERLY PL	MELBOURNE	FL	32901-5444	Yes
COMPASS OFFICE SOLUTIONS	3320 ENTERPRISE WAY	MIRAMAR	FL	33025-3939	Yes
CULLEY AND ASSOCIATES LLC	1451 NORFOLK AVE	WINTER PARK	FL	32789-5516	Yes
PERDUE OFFICE INTERIORS	5 W FORSYTH ST STE 100	JACKSONVILLE	FL	32202-3603	Yes
SMITH OFFICE & COMPUTER SUPPLY	1009 S 21ST AVE	HOLLYWOOD	FL	33020-6934	Yes
ATD CAPITOL LLC	851 BROKEN SOUND PKWY NW STE	BOCA RATON	FL	33487-3636	Yes
OFFICE CITY (FLORIDA)	9349 DOMINICAN DR	CUTLER BAY	FL	33189-1622	Yes
YOUR SCHOOL RESOURCE GROUP INC	PO BOX 565492	PINECREST	FL	33256-5492	Yes
A TO Z FURNISHINGS INC	4011-B NORTH PACE BLVD	PENSACOLA	FL	32505-4342	Yes
STUDIO 71 OFFICE FURNISHINGS LLC	8859 LA TERRAZZA PL	JACKSONVILLE	FL	32217-4691	Yes
DIANE KOHLMEYER ASSOCIATES INC	450 NE 5TH ST #5	FORT LAUDERDA	FL	33301-3468	Yes
CAPITAL OFFICE PRODUCTS	210 FENTRESS BLVD	DAYTONA BEACH	FL	32114-1231	Yes
BOS ORLANDO	767 STIRLING CENTER PL	LAKE MARY	FL	32746-5713	Yes
ERNIE MORRIS ENTERPRISES INC	PO BOX 818	BUSHNELL	FL	33513-0048	Yes
PRECIZION INSTALLATIONS INC	2005 N 43RD ST	TAMPA	FL	33605-4618	Yes
TOTAL OFFICE SOLUTIONS GSA INC	4301 EMERSON ST	JACKSONVILLE	FL	32207-4914	Yes
FLORIDA BUSINESS INTERIORS TAMPA BAY	1600 E 8TH AVE STE C201	TAMPA	FL	33605-3740	Yes
PARADIGM LEARNING INC	100 2ND AVE S STE 1201	SAINT PETERSBUI	FL	33701-4360	Yes
SPROUTLOUD MEDIA NETWORKS LLC	15431 SW 14TH ST	DAVIE	FL	33326-1937	Yes
KING OCEAN SERVICES LTD	11000 NW 29TH ST STE 201	DORAL	FL	33172-5036	Yes
ASIA SHIPPING INTEGRATED LOGISTICS USA LLC	12555 ORANGE DR STE 108	DAVIE	FL	33330-4304	Yes
OFFICE WORX INC	475 ROBERTS RD	OLDSMAR	FL	34677-4916	Yes

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OFFICE EXPRESS SUPPLY INC	8005 W 20TH AVE	HIALEAH	FL	33014-3230	Yes
LEITZ OFFICE PRODUCTS	1119 FLORIDA AVE	LYNN HAVEN	FL	32444-2536	Yes
SUPERIOR INSTALLATIONS	3740 PROSPECT AVE UNIT 1	RIVIERA BEACH	FL	33404-3445	Yes
REFURBISHED OFFICE FURNITURE INC	1212 N 39TH ST STE 100	TAMPA	FL	33605-5899	Yes
HIGH PRIORITY SOLUTIONS CORP	5761 SW 132ND TER	MIAMI	FL	33156-7264	Yes
JAMES BURNES LLC	510 SE 32ND TER	CAPE CORAL	FL	33904-4146	Yes
BEYER BROWN & ASSOCIATES LP	822 W CENTRAL BLVD	ORLANDO	FL	32805-1809	Yes
THE RENDERING CO	12550 BISCAYNE BLVD STE 406	NORTH MIAMI	FL	33181-2544	Yes
INTERIOR FUSION LLC	7261 BRYAN DAIRY RD	LARGO	FL	33777-1540	Yes
GULF COAST FURNITURE INSTALLATIONS INC	PO BOX 50628	FORT MYERS	FL	33994-0628	Yes
THE OFFICE STATION LLC	9150 BELVEDERE RD STE B-112	WEST PALM BEA(	FL	33411-3611	Yes
ECOMEDES LLC	1928 SE 37TH TER	CAPE CORAL	FL	33904-5036	Yes
COMMERCIAL FURNITURE INSTALL LLC	3857 HOPKINS ST	PENSACOLA	FL	32505-5223	Yes
TRANSFORMATION MANAGEMENT LLC	PO BOX 539	FLAGLER BEACH	FL	32136-0539	Yes
EMERALD COAST OFFICE PRODUCTS INC	4315 GULF BREEZE PKWY	GULF BREEZE	FL	32563-9152	Yes
SALES OPTIMIZER LLC	2290 LUCIEN WAY STE 360	MAITLAND	FL	32751-7058	Yes
ERGOTRONIX INC	6408 PARKLAND DR	SARASOTA	FL	34243-5410	Yes
BUDGET OFFICE INTERIORS INC	3030 POWERS AVE STE 101	JACKSONVILLE	FL	32207-8057	Yes
FLORIDA OFFICE INTERIORS	8409 BAYMEADOWS RD	JACKSONVILLE	FL	32256-4441	Yes
OFFICE RESOURCE-JAX LLC	12338 TRAILBLAZER DR	JACKSONVILLE	FL	32220-1654	Yes
B&B FURNITURE INSTALLATION SVCS	20080 NE 15TH CT	MIAMI	FL	33179-2702	Yes
COATING DELIVERY TECHNOLOGY LLC	3292 TANNERY TER	THE VILLAGES	FL	32163-2601	Yes
OFFICE FURNITURE EXPO	5385 BUFORD HWY	DORAVILLE	GA	30340-1129	Yes
AYERS SHEET METAL	1045 S MAIN ST	CEDARTOWN	GA	30125-3921	Yes
DS TOWEL & LINEN SERVICE LLC	1004 S MAIN ST	CEDARTOWN	GA	30125-3922	Yes
DAP AMERICA INC	NORTECH BUSINESS PARK	NORCROSS	GA	30092-3615	Yes
MINTON JONES COMPANY	1325 OAKBROOK DR STE A	NORCROSS	GA	30093-2285	Yes
LEUCO TOOL CORP	PO BOX 300007	DULUTH	GA	30096-0300	Yes
PARKER PRINTING INC	1983 ROME HWY	CEDARTOWN	GA	30125-4407	Yes
BRENT INDUSTRIES INC	PO BOX 483	AUSTELL	GA	30168-1005	Yes
MATERIAL HANDLING INC	PO BOX 1045	DALTON	GA	30722-1045	Yes
R & R WOOD PRODUCTS INC	PO BOX 957	CEDARTOWN	GA	30125-0957	Yes
STATE SPRINKLER COMPANY	1075 NINE NORTH DR	ALPHARETTA	GA	30004-5960	Yes
TERRELL OPTICAL CO INC	2110 SHORTER AVE NW	ROME	GA	30165-2018	Yes
RAS SYSTEMS LLC	1135 DIVIDEND CT	PEACHTREE CITY	GA	30269-1926	Yes
BROCK SERVICES	1582 BLAIR RD	CEDARTOWN	GA	30125-4866	Yes
GSI OFFICE ENVIRONMENTS	5901 PEACHTREE DUNWOODY RD S	ATLANTA	GA	30328-5382	Yes
AMR WASTE SYSTEMS	PO BOX 21	ROME	GA	30162-0021	Yes
DAVIS CORE & PAD CO INC	1140 DAVIS RD SW	CAVE SPRING	GA	30124-2422	Yes
MALONE OFFICE ENVIRONMENTS	PO BOX 509	COLUMBUS	GA	31902-0509	Yes
SHEFFIELD OFFICE PRODUCTS	3400B CORPORATE WAY	DULUTH	GA	30096-2551	Yes
SHEPHERD TREE & SWEEPING SERVICE INC	19 STEPHENS RD	CEDARTOWN	GA	30125-4360	Yes
CONTRACT BUSINESS INTERIORS INC	3455 N DESERT DR BLDG 3, STE 103	EAST POINT	GA	30344-5725	Yes
CARITHERS WALLACE COURTENAY LLC	4343 NE EXPY	ATLANTA	GA	30340-3805	Yes
AUGUSTA BUSINESS INTERIORS	3127 DAMASCUS RD STE G	AUGUSTA	GA	30909-4000	Yes
NFL OFFICEWORKS	2865 LOG CABIN DR SE	ATLANTA	GA	30339-1568	Yes
SEMINOLE LOGISTICS INC	PO BOX 870356	MORROW	GA	30287-0356	Yes
CORPORATE ENVIRONMENTS (ATLANTA)	1636 NE EXPY	ATLANTA	GA	30329-2003	Yes
DEKALB OFFICE ENVIRONMENTS INC	PO BOX 116112	ATLANTA	GA	30368-6112	Yes
KOBA ELECTRIC LLC	PO BOX 368	SILVER CREEK	GA	30173-0368	Yes
FIDUCIARYVEST LLC	115 PERIMETER CENTER PL NE	ATLANTA	GA	30346-1249	Yes
COMMERCIAL FURNISHINGS INC	598 3RD ST	MACON	GA	31201-3357	Yes
PURIFIED AIR SERVICES INC	280 OLD CLAY ST SE	MARIETTA	GA	30060-2248	Yes
MASON INC	PO BOX 9944	SAVANNAH	GA	31412-0144	Yes
OFFICE CREATIONS INC	5250 BROOK HOLLOW PKWY	NORCROSS	GA	30071-3644	Yes
OFFICE INTERIORS INC (ATLANTA)	260 PEACHTREE ST NW STE 501	ATLANTA	GA	30303-1201	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
CONTRACT SERVICES ASSOCIATES LLC	119 GATEWAY DR STE 120	CANTON	GA	30115-8244	Yes
BROWNS OFFICE SPECIAL SERVICE	4212 ALAINA CIR	AUSTELL	GA	30106-1543	Yes
LEE OFFICE EQUIPMENT CO	PO BOX 428	VALDOSTA	GA	31603-0428	Yes
MODERN BUSINESS EQUIPMENT INC	1445 GREENE ST	AUGUSTA	GA	30901-1033	Yes
MAINSOLUTIONS LLC	1231 COLLIER RD NW STE A	ATLANTA	GA	30318-2322	Yes
WEINBERGERS FURNITURE	PO BOX 212089	AUGUSTA	GA	30917-2089	Yes
ADVENT BUSINESS INTERIORS INC	1318 US HIGHWAY 82 W	LEESBURG	GA	31763-5335	Yes
OFFICE SYSTEMS INSTALLATIONS (ATLANTA)	1100 WILLIAMS DR STE 300	MARIETTA	GA	30066-8115	Yes
ASA FIRE PROTECTION LLC	1121 GRASSDALE RD NW	CARTERSVILLE	GA	30121-6037	Yes
OED MARKETING INC	2030 POWERS FERRY RD SE STE 230	ATLANTA	GA	30339-5016	Yes
COMMUNICATION OUTFITTERS INC	8 E VALLEY RD NE	ROME	GA	30161-7008	Yes
SUNSILKS INC	375 WINKLER DR STE C	ALPHARETTA	GA	30004-0788	Yes
ETI	4875 OLDE TOWNE PKWY STE 250	MARIETTA	GA	30068-5634	Yes
HAVEN MANUFACTURING CORPORATION	370 STERLING INDUSTRIAL PARK	BRUNSWICK	GA	31525-3910	Yes
FOWLER OFFICE INTERIORS	940 W BROAD ST	ATHENS	GA	30601-2514	Yes
OFFICE SERVICES INC	1042 LYNES AVE	SAVANNAH	GA	31415-1637	Yes
MORRISON CONSTRUCTION CO INC	PO BOX 1935	ROME	GA	30162-1935	Yes
CHAPMAN WORKSPACE	2015 BARRETT LAKES BLVD NW STE	KENNESAW	GA	30144-3197	Yes
TAP OFFICE FURNITURE COMPANY	PO BOX 395	BOLINGBROKE	GA	31004-0395	Yes
ON TIME SUPPLIES	5126 CORNERS DR	ATLANTA	GA	30338	Yes
TURNERBOONE CONTRACT LLC	957 W MARIETTA ST NW	ATLANTA	GA	30318-5282	Yes
MCGARITYS BUSINESS PRODUCTS	870 GROVE ST SW	GAINESVILLE	GA	30501-4475	Yes
OFFICEIMAGES INC (ROSWELL)	1515 HOLCOMB WOODS PKWY	ROSWELL	GA	30076-2574	Yes
CRIST COMPANY INC	603 BELL PARK CIR	WOODSTOCK	GA	30188-1672	Yes
AIR SPECIALISTS INC	PO BOX 4185	MARIETTA	GA	30061-4185	Yes
RANDALL D QUINTRELL PC	999 PEACHTREE ST NE # 27	ATLANTA	GA	30309-3915	Yes
TUCKS WELDING SERVICE INC	108 N 2ND ST	CEDARTOWN	GA	30125-2426	Yes
ROME MECHANICAL LLC	1012 DESOTO AVE NW	ROME	GA	30165-2520	Yes
CARROLLTON OFFICE EQUIPMENT CO INC	104 PINE KNOLL DR	CARROLLTON	GA	30117-2451	Yes
BHW SHEET METAL COMPANY	PO BOX 995	JONESBORO	GA	30237-0995	Yes
MACTEK INC	2315 OLD VILLA RICA RD	POWDER SPRING	GA	30127-1508	Yes
ATLANTIC TAPE CO INC	PO BOX 3197	PEACHTREE CITY	GA	30269-7197	Yes
OJ INSTALLATIONS LLC	200 PIEDMONT CT STE E	DORAVILLE	GA	30340-3163	Yes
QUEST FINANCIAL LLC	6 CONCOURSE PKWY STE 1075	ATLANTA	GA	30328-6263	Yes
STATE OFFICE FURNITURE LLC	336 ANCHOR POINT DR	EATONTON	GA	31024-7919	Yes
BLD ROLL OFF CONTAINERS	PO BOX 1790	DALLAS	GA	30132-0031	Yes
ACS SECURITY ROME INC	24 BALE ST SW	ROME	GA	30165-2842	Yes
ORION ICS LLC	PO BOX 538244	ATLANTA	GA	30353-8244	Yes
PERIMETER OFFICE PRODUCTS INC	1705 CORPORATE DR STE 415	NORCROSS	GA	30093-2991	Yes
BENEFIELD BROTHERS CONSTRUCTION COMPAN	PO BOX 121	CEDARTOWN	GA	30125-0121	Yes
JOHNSON BATTERY COMPANY INC	6487 HIGHWAY 19 S	ZEBULON	GA	30295-6553	Yes
WITHERS TOOL DIE & MFG CO INC	1238 VETERANS MEMORIAL HWY S\	MABLETON	GA	30126-3165	Yes
ITELNETWORKS INC	1123 PARK OVERLOOK DR NE	ATLANTA	GA	30324-5683	Yes
ONE RING NETWORKS	2030 POWERS FERRY RD SE STE 200	ATLANTA	GA	30339-5016	Yes
EMERGI-PRO LLC	PO BOX 436	CEDARTOWN	GA	30125-0436	Yes
HEWATT ELECTRICAL CONTRACTORS INCORPORA	4785 LEE WATERS RD	MARIETTA	GA	30066-1140	Yes
PARKER FIBERNET LLC	PO BOX 688	SUMMERVILLE	GA	30747-0688	Yes
CITISCO LLC	206 COLLEGE AVE SE	GAINESVILLE	GA	30501-4512	Yes
INTERNATIONAL DESIGN & INSTALLATION INC	1446 BROWN RIDGE LN	LAWRENCEVILLE	GA	30043-3902	Yes
PREMIUM INDUSTRIAL MACHINES OF AMERICA	2206 MCFARLAND 400 BLVD	ALPHARETTA	GA	30004-5600	Yes
ACTION ELECTRIC CO INC	2600 COLLINS SPRINGS DR SE	ATLANTA	GA	30339-1720	Yes
LEEMAN CONSTRUCTION CO INC	4975 POWDER SPRINGS DALLAS RD	POWDER SPRING	GA	30127-3903	Yes
FASTPAK SYSTEMS INC	1450 WILLIAMS DR	MARIETTA	GA	30066-6288	Yes
JOEL & GRANOT REAL ESTATE LLC	962 HOWELL MILL RD NW	ATLANTA	GA	30318-5556	Yes
PREMIER PLATFORMS INC	1469 DOGWOOD DR S	CONYERS	GA	30012-5129	Yes
BARNWELL CONSULTING LLC	3475 LENOX RD NE STE 650	ATLANTA	GA	30326-3285	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
SOUTHERN INDUSTRIAL SITE SVCS LLC	PO BOX 124	CEDARTOWN	GA	30125-0124	Yes
MEDREVIEW LLC	812 S BROAD ST APT 14	THOMASVILLE	GA	31792-6156	Yes
BAXTER KRAUSE LLC	325 CREEKSTONE RDG	WOODSTOCK	GA	30188-3745	Yes
SOUTHERN OFFICE SUPPLIES INC	502 9TH ST E	TIFTON	GA	31794-5487	Yes
FLUID ENGINEERING INC	PO BOX 162541	ATLANTA	GA	30321-2541	Yes
WENDY GILL & ASSOCIATES INC	PO BOX 3274	PEACHTREE CITY	GA	30269-7274	Yes
RICHPEACE AMERICA	1745 CORPORATE DR STE 200	NORCROSS	GA	30093-2951	Yes
ATLANTA OFFICE FURNITURE INC	6695 JIMMY CARTER BLVD	NORCROSS	GA	30071-1736	Yes
ATLANTA OFFICE CENTER LLC	5255 BUCKNELL DR SW	ATLANTA	GA	30336-2500	Yes
DAVID ROTHSCHILD CO INC	PO BOX 2002	COLUMBUS	GA	31902-2002	Yes
PORTABLE AIR & POWER LLC	PO BOX 2034	BYRON	GA	31008-2034	Yes
FISHER HAWAII INC	950 MAPUNAPUNA ST	HONOLULU	HI	96819-4416	Yes
INTERIOR SHOWPLACE LTD	956 QUEEN ST	HONOLULU	HI	96814-4118	Yes
SENETICS	430 SUMNER ST	HONOLULU	HI	96817-5067	Yes
CHRYSALIS EVENTS HAWAII	300 OHUKAI RD STE 315	KIHEI	HI	96753-7040	Yes
CARVER AERO INC	5701 S HIGHWAY 61	MUSCATINE	IA	52761-1050	Yes
STANLEY LANDE & HUNTER PC	301 IOWA AVE STE 400	MUSCATINE	IA	52761-3850	Yes
ACME SIGN COMPANY INC	1504 W 4TH ST	DAVENPORT	IA	52802-1203	Yes
COMMUNICATIONS ENGINEERING COMPANY	PO BOX 488	HIAWATHA	IA	52233-0488	Yes
BARRON EQUIPMENT AND OVERHEAD DOOR CO	4710 N BRADY ST	DAVENPORT	IA	52806-3903	Yes
BOBS CRANE SERVICE LLC	PO BOX 1101	MUSCATINE	IA	52761-0019	Yes
RIVO INC	1010 E 9TH ST	MUSCATINE	IA	52761-4722	Yes
BORLAUG SYSTEMS INC	2555 BING MILLER LN	URBANA	IA	52345-9126	Yes
WELTER STORAGE EQUIPMENT CO INC	1945 BLAIRS FERRY RD NE	CEDAR RAPIDS	IA	52402-5811	Yes
TALLGRASS BUSINESS RESOURCES	218 2ND ST	CORALVILLE	IA	52241-2608	Yes
CEDAR GRAPHICS INC	311 PARSONS DR	HIAWATHA	IA	52233-1458	Yes
CUSTOM PAK INC	86 16TH AVE N	CLINTON	IA	52732-2864	Yes
IOWA FLUID POWER INC	PO BOX 10107	CEDAR RAPIDS	IA	52410-0107	Yes
KELLOR & KELLOR LANDSCAPE INC	1301 WASHINGTON ST	MUSCATINE	IA	52761-5019	Yes
KENS WELDING INC	1186 130TH ST	WEST LIBERTY	IA	52776-9139	Yes
KIRK BUTCHER PLUMBING & HEATING INC	821 PARK AVE	MUSCATINE	IA	52761-5041	Yes
LEDFORD ENGINEERING CO INC	200 PROSPECT PL SW	CEDAR RAPIDS	IA	52404-4619	Yes
LEOPARDS LP SERVICE	106 TURKEY RD	FRUITLAND	IA	52749-9378	Yes
LIS	931 GRANDVIEW AVE	MUSCATINE	IA	52761-1664	Yes
STOREY KENWORTHY OFFICE SUPPLIES	309 LOCUST ST	DES MOINES	IA	50309-1723	Yes
MASTER TOOL & MFG INC	1450 PROGRESS DR	HIAWATHA	IA	52233-2206	Yes
MID IOWA TOOLS INC	PO BOX 788	CEDAR RAPIDS	IA	52406-0788	Yes
FRANK MILLARD & CO INC	107 VALLEY ST	BURLINGTON	IA	52601-5510	Yes
NELSON ELECTRIC	703 CLAY ST	MUSCATINE	IA	52761-4621	Yes
OFC PANEL PROCESSING LLC	PO BOX 1641	MUSCATINE	IA	52761-0028	Yes
PRECISION MACHINE INC	502 GRANDVIEW AVE	MUSCATINE	IA	52761-1822	Yes
ENVIRONMENTAL SERVICES INC	319 E 2ND ST STE 302	MUSCATINE	IA	52761-4100	Yes
KIRK GROSS COMPANY	PO BOX 2097	WATERLOO	IA	50704-2097	Yes
MCFARLAND SWAN OFFICE CITY	24 S 10TH ST	KEOKUK	IA	52632-4621	Yes
HAWKEYE MOLDING ENGINEERS INC	PO BOX 216	ALBIA	IA	52531-0216	Yes
PRIES ENTERPRISES INC	701 17TH ST SE	INDEPENDENCE	IA	50644-9868	Yes
PROFESSIONAL BUILDING SERVICES OF THE QUAI	PO BOX 1253	BETTENDORF	IA	52722-0021	Yes
QUICK STRIP COMPANY	4600 55TH AVE W	MUSCATINE	IA	52761-1235	Yes
RAYTECH MEASURING SYSTEMS INC	PO BOX 494	DE SOTO	IA	50069-0494	Yes
RIVERSIDE PLASTICS INC	900 WASHINGTON ST	BONAPARTE	IA	52620-1001	Yes
ROGAN INCORPORATED	400 DEVILS GLEN RD S	BETTENDORF	IA	52722-6476	Yes
THE SCHEBLER COMPANY	PO BOX 310181	DES MOINES	IA	50331-0181	Yes
QUINT CITIES SERVICE TOOL AND GAGE INC	PO BOX 2806	DAVENPORT	IA	52809-2806	Yes
SPRATT OIL SALES INC	PO BOX 753	MUSCATINE	IA	52761-0013	Yes
HOMETOWN PLG & HTG CO INC	13606 118TH AVE	DAVENPORT	IA	52804-9201	Yes
3-D LOCKSMITH	117 SYCAMORE ST	MUSCATINE	IA	52761-4020	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
TOTAL MAINTENANCE INC	1017 STATE ST	BETTENDORF	IA	52722-4855	Yes
MISSISSIPPI LASER INC	PO BOX 459	STOCKTON	IA	52769-0459	Yes
HORNBUCKLE HEATING & AIR CONDITIONING	5545 CAREY AVE	DAVENPORT	IA	52807-2634	Yes
PERFECT PALLET CO	319 E 2ND ST	MUSCATINE	IA	52761-4100	Yes
ELECTRO HYDRAULIC AUTOMATION INC	PO BOX 10495	CEDAR RAPIDS	IA	52410-0495	Yes
JNB ENTERPRISES LLC	12682 X AVE	COLUMBUS JUNC	IA	52738-9113	Yes
LUCAS COMMUNICATION INC	1218 PARK AVE	MUSCATINE	IA	52761-5115	Yes
LUND MANUFACTURING CO INC	1000 9TH AVE NW	FARLEY	IA	52046-9406	Yes
CARVER CONSTRUCTION CO	2389 LUCAS RD	MUSCATINE	IA	52761-8768	Yes
AIR EQUIPMENT SALES INC	PO BOX 802	BETTENDORF	IA	52722-0014	Yes
JOSEPH INTL FREIGHT SERVICE	200 CLEVELAND ST STE A	MUSCATINE	IA	52761-5652	Yes
QC METALLURGICAL LABORATORY INC	17048 215TH ST	DAVENPORT	IA	52806-9365	Yes
HEUER CONSTRUCTION INC	2360 BYPASS 61	MUSCATINE	IA	52761-1372	Yes
MARTIN & WHITACRE SURVEYORS & ENGINEERS	PO BOX 413	MUSCATINE	IA	52761-0007	Yes
HUPP TOYOTALIFTS	PO BOX 353	CEDAR RAPIDS	IA	52406-0353	Yes
WAPELLO FABRICATIONS COMPANY	PO BOX 126	WAPELLO	IA	52653-0126	Yes
CAM II WAREHOUSE INC	PO BOX 84	MUSCATINE	IA	52761-0002	Yes
S&J TUBE INC	929 100TH ST	WAPELLO	IA	52653-7600	Yes
DECO PRODUCTS CO	506 SANFORD ST	DECORAH	IA	52101-2006	Yes
WILTON PRECISION STEEL CO	320 W 1ST ST	WILTON	IA	52778-9349	Yes
CURTIS PEST CONTROL INC	PO BOX 751	MUSCATINE	IA	52761-0013	Yes
IOWA ILLINOIS TAYLOR INSULATION INC	3205 W 76TH ST	DAVENPORT	IA	52806-1000	Yes
PRO EARTH ENVIRONMENTAL	11720 210TH ST	WEST UNION	IA	52175-9502	Yes
IOWA ILLINOIS OFFICE SOLUTIONS	5117 TREMONT AVE STE A	DAVENPORT	IA	52807-1047	Yes
IOWA ALUMINUM INC	PO BOX 306	ALBIA	IA	52531-0306	Yes
MUSCATINE BRIDGE CO INC	PO BOX 950	MUSCATINE	IA	52761-0016	Yes
MID-AMERICAN GLAZING SYSTEMS INC	3750 W RIVER DR	DAVENPORT	IA	52802-2410	Yes
MCKEE BUTTON CO	PO BOX 230	MUSCATINE	IA	52761-0004	Yes
T&M SERVICES INC	4175 NE 43RD CT	DES MOINES	IA	50317-4625	Yes
FABRICATORS PLUS	3206 HERSHEY AVE BLDG B	MUSCATINE	IA	52761-2066	Yes
ANDERSON TOOLING INC	PO BOX 1258	FAIRFIELD	IA	52556-0021	Yes
BRAUNS EXCAVATING LLC	2719 GRANDVIEW AVE	MUSCATINE	IA	52761-1326	Yes
CURRYS TRANSPORTATION SERVICE INC	PO BOX 232	MUSCATINE	IA	52761-0004	Yes
SAVAGE POWER INC	14103 LAKE SHORE DR	CLIVE	IA	50325-8841	Yes
PARAGON COMMERCIAL INTERIORS	210 EMERSON PL STE 300	DAVENPORT	IA	52801-1622	Yes
EASTERN IOWA LANDSCAPE SERVICES LLC	403B CLEVELAND ST	MUSCATINE	IA	52761-5801	Yes
RAYNOR DOOR CO INC OF THE QUAD CITIES	2370 WESTLAKE BLVD	DAVENPORT	IA	52804-9104	Yes
ERBS BUSINESS MACHINES INC	4935 BOWLING ST SW	CEDAR RAPIDS	IA	52404-5019	Yes
CINDY'S RENDEZVOUS LLC	3127 LUCAS ST	MUSCATINE	IA	52761-2202	Yes
WOLFE CONTRACTING INC	2200 GRANDVIEW AVE	MUSCATINE	IA	52761-1315	Yes
MUSCATINE RENTAL LLC	309 W 2ND ST	MUSCATINE	IA	52761-3102	Yes
SHOEMAKER & HAALAND	160 HOLIDAY RD	CORALVILLE	IA	52241-1175	Yes
JIM GIESE COMMERCIAL ROOFING INC	10410 SILVERWOOD DR STE A	DUBUQUE	IA	52003-9445	Yes
K BUILDING LLC	PO BOX 84	MUSCATINE	IA	52761-0002	Yes
WOODMAN ELECTRICAL CONTRACTORS INC	813 SW ORDNANCE RD	ANKENY	IA	50023-2823	Yes
GRAY POWDER TECHNOLOGIES INC	1516 BROADVIEW DR	BETTENDORF	IA	52722-3707	Yes
LUBIES	2085 HWY 61	MUSCATINE	IA	52761-9531	Yes
KRYTON ENGINEERED METALS INC	7314 CHANCELLOR DR	CEDAR FALLS	IA	50613-6970	Yes
PEARL CITY MAINTENANCE LLC	1206 WASHINGTON ST	MUSCATINE	IA	52761-4734	Yes
QUALITY WAREHOUSES LLC	PO BOX 84	MUSCATINE	IA	52761-0002	Yes
MUSCATINE DOWNTOWN INVESTORS LLC	101 W MISSISSIPPI DR STE 220	MUSCATINE	IA	52761-3712	Yes
HILLARD SAFETY CONSULTING LLC	1007 NEWELL AVE	MUSCATINE	IA	52761-2529	Yes
CHAMBERLIN HEATING & AIR CONDITIONING	1108 GRANDVIEW AVE	MUSCATINE	IA	52761-1631	Yes
TEAM STAFFING SOLUTIONS INC	PO BOX 215	MUSCATINE	IA	52761-0004	Yes
JULIN PRINTING COMPANY INC	801 N BIRCH ST	MONTICELLO	IA	52310-9461	Yes
ENGINEERING INNOVATION INC	5828 SHILOH LN NE	CEDAR RAPIDS	IA	52411-7944	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
RECORD SECURITIES	PO BOX 364	WEST BURLINGT(	IA	52655-0087	Yes
LPW-I INC	PO BOX 2790	DAVENPORT	IA	52809-2790	Yes
INQUIRE HIRE INC	320 LECLAIRE ST	DAVENPORT	IA	52801-1746	Yes
AWP MOTION	660 49TH ST	MARION	IA	52302-3847	Yes
VALLEY ENVIRONMENTAL SERVICES	3330 HIGHWAY S74 S	NEWTON	IA	50208-8785	Yes
BOSS BEST OFFICE SUPPLIES & SYSTEMS INC	127 5TH AVE S	CLINTON	IA	52732-4105	Yes
JANDA MOTOR SERVICES	PO BOX 10045	CEDAR RAPIDS	IA	52410-0045	Yes
CROSSROADS INC	1424 HOUSER ST	MUSCATINE	IA	52761-2235	Yes
PEERLESS SUPPLY INC	PO BOX 3307	DES MOINES	IA	50316-0307	Yes
GIESE MANUFACTURING CO INC	7025 CHAVENELLE RD	DUBUQUE	IA	52002-9657	Yes
MANAGEMENT RECRUITERS OF CEDAR RAPIDS	305 2ND ST SE STE 300	CEDAR RAPIDS	IA	52401-1703	Yes
ILLOWA INVESTMENT INC	PO BOX 187	BLUE GRASS	IA	52726-0187	Yes
WAREHOUSING SOLUTIONS INC	1425 S HOUSER ST	MUSCATINE	IA	52761-6128	Yes
COBBLESTONE APARTMENT PARTNERS LLC	1330 LOCUST ST	DUBUQUE	IA	52001-4711	Yes
RIVER CITY MOVING AND DELIVERY LLC	PO BOX 1653	MUSCATINE	IA	52761-0028	Yes
THE VILLAS AT MCC LLC	156 / 158 COLORADO ST	MUSCATINE	IA	52761-5314	Yes
TERRY AND SONS PAINTING CONTRACTORS INC	3119 LUCAS ST	MUSCATINE	IA	52761-2202	Yes
TECHNICAL SERVICES INC	57006 241ST ST	AMES	IA	50010-9376	Yes
VENDIGARD FIRE EQUIPMENT INC	PO BOX 996	MAQUOKETA	IA	52060-0996	Yes
SEABERG INDUSTRIES INC	2395 WESTLAKE BLVD	DAVENPORT	IA	52804-9102	Yes
TOYOTA OF MUSCATINE	3000 N HIGHWAY 38	MUSCATINE	IA	52761-8802	Yes
RAUSCH PRODUCTIONS INC	1936 51ST ST NE	CEDAR RAPIDS	IA	52402-2459	Yes
PHOENIX PRODUCTS LLC	1136 E 9TH ST	MUSCATINE	IA	52761-4724	Yes
IOWA BATTERY CO INC	4016 STATE ST # 444	BETTENDORF	IA	52722-6131	Yes
HOLMES COLLISION REPAIR INC	2400 BYPASS 61	MUSCATINE	IA	527611300	Yes
BIG RIVER EQUIPMENT COMPANY INC	5875 STATE ST	BETTENDORF	IA	52722-5731	Yes
IP PATHWAYS LLC	3600 109TH ST	URBANDALE	IA	50322-8101	Yes
SIGN PRO OF MUSCATINE	PO BOX 152	MUSCATINE	IA	52761-0003	Yes
SHADE TREE ENTERPRISES LLC	1900 US HIGHWAY 61	LETTS	IA	52754-9215	Yes
STONE PRINTING OFFICE SUPPLY	108 W 7TH ST	CARROLL	IA	51401-2302	Yes
SUPERIOR TOOLING INC	836 WEAVER BLVD	WAPELLO	IA	52653-9282	Yes
DRJ GROUP LLC	PO BOX 205	WILTON	IA	52778-0205	Yes
PHYSECURE LLC	327 KIRKWOOD AVE	IOWA CITY	IA	52240-4722	Yes
RAMCO INNOVATIONS INC	PO BOX 65310	WEST DES MOINE	IA	50265-0310	Yes
THOMAS REAL ESTATE DEVELOPMENT INC	203 COLORADO ST, OFFICE STE	MUSCATINE	IA	52761-0022	Yes
SIGLER COMPANIES INC	PO BOX 887	AMES	IA	50010-0887	Yes
TRI STATE INSULATION INC	746 COLONY DR	DAVENPORT	IA	52806-4161	Yes
TRI-SMITH INDUSTRIAL SUPPLY INC	923 33RD AVE SW	CEDAR RAPIDS	IA	52404-3920	Yes
DOORS INC	300 SW 6TH ST	DES MOINES	IA	50309-4606	Yes
STORAGE GROUP LLC	PO BOX 84	MUSCATINE	IA	52761-0002	Yes
TRI CITY EQUIPMENT CO	527 W 4TH ST	DAVENPORT	IA	52801-1105	Yes
PHELPS CLEANING SERVICE	1216 HERSHEY AVE	MUSCATINE	IA	52761-2011	Yes
CLEAR IMAGE WINDOW WASHING LLC	212 GROVER ST	MUSCATINE	IA	52761-1929	Yes
TJD LLC	PO BOX 84	MUSCATINE	IA	52761-0002	Yes
GLOBAL SECURITY SERVICES IA LTD	1003 W 4TH ST	DAVENPORT	IA	52802-3510	Yes
FREERS & SONS TREE SERVICE	PO BOX 103	MUSCATINE	IA	52761-0002	Yes
SCULPT LLC	316 E COURT ST	IOWA CITY	IA	52240-4767	Yes
ROYALE CONCRETE	PO BOX 1477	FAIRFIELD	IA	52556-0025	Yes
MINDFIRE COMMUNICATIONS INC	126 S CODY RD	LECLAIRE	IA	52753-9236	Yes
MID AMERICAN GLASS INC	PO BOX 3428	DAVENPORT	IA	52808-3428	Yes
ECS TECHNOLOGIES INC	5665 TREMONT AVE	DAVENPORT	IA	52807-2658	Yes
3D FAB LLC	217 2ND AVE	COLUMBUS JUNC	IA	52738-1101	Yes
B&B MACHINE LLC	4900 59TH AVE W STE A	MUSCATINE	IA	52761-6027	Yes
DANS OVERHEAD DOORS AND MORE INC	1810 DANS DR NW	NORTH LIBERTY	IA	52317-9598	Yes
TAG COMMUNICATIONS INC	230 E 2ND ST	DAVENPORT	IA	52801-1602	Yes
TERO INTERNATIONAL INC	1840 NW 118TH ST STE 107	DES MOINES	IA	50325-8275	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
DATA BUSINESS EQIUPMENT INC	10513 BUENA VISTA CT	URBANDALE	IA	50322-3783	Yes
DE NOVO ALTERNATIVE MARKETING LLC	329 10TH AVE SE STE 112	CEDAR RAPIDS	IA	52401-2331	Yes
BRUS CONSTRUCTION LLC	407 N NEISSE ST	BLUE GRASS	IA	52726-8700	Yes
JOHANNES LEDOLTER	914 HIGHWOOD ST	IOWA CITY	IA	52246-3806	Yes
INTERLACE LLC	1415 DOE RUN DR	NORTH LIBERTY	IA	52317-9699	Yes
MUSCATINE GUTTERS & DOWNSPOUTS	1209 GLENWOOD LN	MUSCATINE	IA	52761-4624	Yes
T & J MACHINE	PO BOX 23	LOW MOOR	IA	52757-0023	Yes
AFE CRANE	PO BOX 487	CEDAR FALLS	IA	50613-0026	Yes
BRIGHT TECHNOLOGIES LLC	2006 ASPEN RDG SE	CEDAR RAPIDS	IA	52403-7047	Yes
WILKINSON PRECAST INC	3089 HIGHWAY 22	RIVERSIDE	IA	52327-9693	Yes
ADVANCED TECHNOLOGY SOLUTIONS INC	416 CREEK SIDE DR	FAIRFAX	IA	52228-7604	Yes
ENCODEC LLC	615 CEDAR ST STE 101	MUSCATINE	IA	52761-4257	Yes
ROBERT J GROSSMAN JR	2725 HIGHWAY 27	ARGYLE	IA	52619-9614	Yes
DEWITT OFFICE CENTER	PO BOX 197	DE WITT	IA	52742-0197	Yes
KOESTNER & ASSOCIATES	2208 E 52ND ST STE D	DAVENPORT	IA	52807-2726	Yes
MSI MOLD BUILDERS SOUTHEAST INC	12300 6TH ST SW	CEDAR RAPIDS	IA	52404-9141	Yes
SELECT STRUCTURAL ENGINEERING LLC	606 14TH AVE SW	CEDAR RAPIDS	IA	52404-2626	Yes
OPALINE LLC	2807 UNIVERSITY DR # 219	MUSCATINE	IA	52761-9582	Yes
FRESH IDEA FOODS INC	2304 SAMPSON ST	MUSCATINE	IA	52761-1425	Yes
STELZNER LLC	16 COLONY DR	MUSCATINE	IA	52761-2734	Yes
DIRECT PACKAGING USA INC	PO BOX 562	CLINTON	IA	52733-0562	Yes
PHELPS UNIFORM SPECIALISTS	PO BOX 1100	MUSCATINE	IA	52761-0019	Yes
GLOBAL INDUSTRIAL GROUP INC	3727 TANGLEWOOD RD	BETTENDORF	IA	52722-5398	Yes
ADTRACK CORPORATION	883 SHAVER RD NE STE B	CEDAR RAPIDS	IA	52402-4516	Yes
SEITHER & CHERRY QUAD CITIES	611 E 59TH ST	DAVENPORT	IA	52807-2626	Yes
MOSE LEVY COMPANY INC	PO BOX 487	WASHINGTON	IA	52353-0487	Yes
CBM TRADING INC	1314 VAIL AVE	DURANT	IA	52747-9537	Yes
EASTERN IOWA BLINDS INC	PO BOX 792	LISBON	IA	52253-0792	Yes
TSF STRUCTURES INC	6410 7TH STREET CT SW STE C	CEDAR RAPIDS	IA	52404-7046	Yes
CEDAR STREET INVESTMENTS LLC	301 E 2ND ST	MUSCATINE	IA	52761-4109	Yes
THE COLUMBUS GAZETTE NEWSPAPER LLC	PO BOX 267	COLUMBUS JUNC	IA	52738-0267	Yes
AGILE ADDITIVE MANUFACTURING LTD	920 W 10TH ST	PELLA	IA	50219-7860	Yes
OTTSEN OIL COMPANY	PO BOX 1688	CEDAR RAPIDS	IA	52406-1688	Yes
CONNECTFIVE INC	2658 CROSSPARK RD	CORALVILLE	IA	52241-3212	Yes
CRC AUTOMOTIVE DETAIL	1903 ROBY AVE	MUSCATINE	IA	52761-1652	Yes
HUDSON LOCATING SERVICE LLC	PO BOX 357	BUFFALO	IA	52728-0357	Yes
TRITON PLUMBING HEATING & AIR	2324 HICKORY GROVE RD	DAVENPORT	IA	52804-2354	Yes
JEDA POLYMERS LLC	2315 INDUSTRIAL PKWY SW	DYERSVILLE	IA	52040-8748	Yes
ADVANCED HEAT TREAT CORP	2825 MIDPORT BLVD	WATERLOO	IA	50703-9708	Yes
CUSTOMTREE ARTS	2007 CIRCLE DR	MUSCATINE	IA	52761-3564	Yes
MARION PROCESS SOLUTIONS	3575 3RD AVE	MARION	IA	52302-3807	Yes
JC CROSS COMPANY	5328 TREMONT AVE	DAVENPORT	IA	52807-2639	Yes
BRICK GENTRY PC	6701 WESTOWN PKWY STE 100	WEST DES MOINE	IA	50266-7703	Yes
MERRILL HOTEL & CONFERENCE CENTER	119 W MISSISSIPPI DR	MUSCATINE	IA	52761-3737	Yes
PRO LINE STRIPING INC	1115 IOWA AVE	MUSCATINE	IA	52761-3365	Yes
ELKHART PLASTICS OF IOWA INC	1501 OWNER AVE	ATLANTIC	IA	50022-2200	Yes
PLAZA STORAGE	1500 PLAZA PL	MUSCATINE	IA	52761-5315	Yes
PLASTIC PROFESSIONALS INC	1000 FLAG RD	ADAIR	IA	50002-0000	Yes
MONTGOMERY COMPANIES LLC	542 ROLLING HILLS DR	TIFFIN	IA	52340-7602	Yes
NORTHERN FILTER MEDIA INC	2509 PETTIBONE AVE	MUSCATINE	IA	52761-9137	Yes
MIDWEST CLIMATE SOLUTIONS	18918 109TH AVE	DAVENPORT	IA	52804-8849	Yes
THE STEEL SHED	600 E 5TH ST STE D	WILTON	IA	52778-0000	Yes
THOMAS HAMMER	2806 MUSQUOTA DR	MUSCATINE	IA	52761-9724	Yes
MEDIA TREE LLC	3225 MULBERRY AVE	MUSCATINE	IA	52761-2320	Yes
TORUS TECHNOLOGIES INC	PO BOX 760	NORTH LIBERTY	IA	52317-0760	Yes
BUSINESS INTERIORS OF IDAHO	176 S CAPITOL BLVD	BOISE	ID	83702-5901	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
INTERMOUNTAIN DESIGN INC	7840 GRATZ DR	BOISE	ID	83709-0771	Yes
PORTERS OFFICE PRODUCTS	1050 N 2ND E	REXBURG	ID	83440-5127	Yes
AVANTCOM PAYMENTS CORPORATION	950 GYPSY BAY RD	SAGLE	ID	83860-9183	Yes
ALLMAKES OFFICE FURNITURE INC	2334 4TH AVE	MOLINE	IL	61265-0000	Yes
A-L-L EQUIPMENT CO	PO BOX 909	MOLINE	IL	61266-0909	Yes
COPE PLASTICS INC	PO BOX 368	GODFREY	IL	62035-0368	Yes
ARTHUR P O'HARA INC	2801 CENTRE CIR DR	DOWNERS GROV	IL	60515-1093	Yes
RESOURCE ONE OF ILLINOIS LTD	321 E ADAMS ST	SPRINGFIELD	IL	62701-1412	Yes
CARROLL INDUSTRIAL VENTILATION INC	PO BOX 5344	ROCK ISLAND	IL	61204-5344	Yes
INTERIOR INVESTMENTS LLC	550 BOND ST	LINCOLNSHIRE	IL	60069-4207	Yes
STOCKS OFFICE FURNITURE	602 S COUNTRY FAIR DR	CHAMPAIGN	IL	61821-3636	Yes
JOHNSON CONTRACTING CO INC	2750 MORTON DR	EAST MOLINE	IL	61244-1801	Yes
KVF QUAD CORP	808 13TH ST	EAST MOLINE	IL	61244-1628	Yes
SBM BUSINESS EQUIPMENT CENTER	501 LOCUST ST	STERLING	IL	61081-3542	Yes
MAZAK OPTONICS CORPORATION	39003 TREASURY CTR	CHICAGO	IL	60694-9000	Yes
MENASHA PACKAGING COMPANY LLC	14700 COLLECTION CENTER DR	CHICAGO	IL	60693-0147	Yes
COUNTY OFFICE PRODUCTS INC	110 5TH ST	CHARLESTON	IL	61920-1541	Yes
MIDWEST PRESS BRAKE DIES INC	7520 W 100TH PL	BRIDGEVIEW	IL	60455-2407	Yes
WIDMER INTERIORS	8415 N ALLEN RD	PEORIA	IL	61615-1823	Yes
ERBST PAINTING	440 83RD AVE	NEW BOSTON	IL	61272-5707	Yes
FIRE KING INTERNATIONAL LLC	2789 SOLUTION CENTER	CHICAGO	IL	60677-2007	Yes
FPE AUTOMATION INC	110 GORDON ST	ELK GROVE VILLA	IL	60007-1120	Yes
MCGRATH OFFICE EQUIPMENT INC	PO BOX 932	JOLIET	IL	60434-0932	Yes
GETT INDUSTRIES LTD	7307 50TH ST	MILAN	IL	61264-3259	Yes
GLADWIN MACHINERY AND SUPPLY CO INC	636 E STATE PKWY	SCHAUMBURG	IL	60173-4533	Yes
HANDY BUTTON MACHINE	29 E HINTZ RD	WHEELING	IL	60090-6043	Yes
CORPORATE CONCEPTS INC (LOMBARD)	500 WATERS EDGE STE 200	LOMBARD	IL	60148-7000	Yes
CRESCENT CLEANING COMPANY	105 W MADISON ST STE 1000	CHICAGO	IL	60602-4662	Yes
T K GROUP INC	1781 S BELL SCHOOL RD	CHERRY VALLEY	IL	61016-9338	Yes
TRI-CITY HEAT TREAT COMPANY INC	2020 5TH ST	ROCK ISLAND	IL	61201-4017	Yes
LOWERY MCDONNELL COMPANY	960 LIVELY BLVD	WOOD DALE	IL	60191-1204	Yes
TRENDLER INC	4540 W 51ST ST	CHICAGO	IL	60632-4554	Yes
SILVER OAKS COMMUNICATIONS INC	PO BOX 1224	MOLINE	IL	61266-1224	Yes
R J FURNITURE	1355 S LAKESIDE DR	WAUKEGAN	IL	60085-8315	Yes
MSI RESOURCES INC	PO BOX 4029	OAK PARK	IL	60303-4029	Yes
WHITE DISTRIBUTION SUPPLY	300 S CALHOUN ST	FAIRBURY	IL	61739-0019	Yes
FUSE LLC	5656 MCDERMOTT DR	BERKELEY	IL	60163-1101	Yes
AMIBERICA INC	3701 S ASHLAND AVE	CHICAGO	IL	60609-2130	Yes
AZIMUTH CNC INC	5291 28TH AVE	ROCKFORD	IL	61109-1772	Yes
MARLBORO WIRE	PO BOX 5058	QUINCY	IL	62305-5058	Yes
D'S POLISHING & METAL FINISHING INC	1201 7TH ST	EAST MOLINE	IL	61244-1465	Yes
MARKETING ALTERNATIVES	2550 NORTHWEST PKWY	ELGIN	IL	60124-7865	Yes
CINCINNATI TOOL STEEL CO	36110 EAGLE WAY	CHICAGO	IL	60678-1361	Yes
TWIST OFFICE PRODUCTS	PO BOX 101	WOOD DALE	IL	60191-0101	Yes
MIDWEST OFFICE INTERIORS INC	10330 ARGONNE WOODS DR STE 6(	WOODRIDGE	IL	60517-5102	Yes
WAREHOUSE DIRECT	2001 S MOUNT PROSPECT RD	DES PLAINES	IL	60018-1808	Yes
SHICK OFFICE PRODUCTS	801 PERRYSVILLE AVE	DANVILLE	IL	61832-6825	Yes
LAKE COUNTY OFFICE EQUIPMENT	PO BOX 8758	WAUKEGAN	IL	60079-8758	Yes
BOS MACHINE TOOL SERVICES INC	621 W MAIN ST	HILLSDALE	IL	61257-9785	Yes
ABILITY CARPET & UPHOLSTERY CLEANING CO IN	6856 N KILDARE AVE	LINCOLNWOOD	IL	60712-4726	Yes
ARCHITEX	3333 COMMERCIAL AVE	NORTHBROOK	IL	60062-1908	Yes
BARRETT STUDIOS INC	1158 FURLONG DR	LIBERTYVILLE	IL	60048-3701	Yes
MIDLAND INFORMATION RESOURCES COMPANY	4303 DEPT	CAROL STREAM	IL	60122-0021	Yes
ELLISON GROUP INC, THE	5802 N WASHTENAW AVE	CHICAGO	IL	60659-3912	Yes
RPC SOFTWARE LLC	1431 OPUS PL STE 605	DOWNERS GROV	IL	60515-1170	Yes
PRO DECORATING & PAINTING INC	710 REMINGTON RD	SCHAUMBURG	IL	60173-4551	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
TERRACE INTERIORS INC	6205 SLEEPY HOLLOW LN	LISLE	IL	60532-2830	Yes
MG LASER INC	538 N EUCLID AVE	OAK PARK	IL	60302-1618	Yes
LIGHT CORP INC	21998 NETWORK PL	CHICAGO	IL	60673-1219	Yes
Q DESIGN	700 COMMERCE DR	OAK BROOK	IL	60523-5604	Yes
AETNA PLYWOOD INC	4315 SOLUTIONS CTR	CHICAGO	IL	60677-4003	Yes
CMMS DATA GROUP INC	123 W MADISON ST STE 1100	CHICAGO	IL	60602-4615	Yes
SHEPHERD CASTER LLC	PO BOX 98166	CHICAGO	IL	60693-8166	Yes
NATIONAL METALWARES LP	PO BOX 66763	CHICAGO	IL	60666-0763	Yes
OFFICE REVOLUTION LLC	54 W HUBBARD ST STE 101	CHICAGO	IL	60654-5614	Yes
DICKS JANITOR SERVICE	PO BOX 3853	CHICAGO	IL	60654-0853	Yes
FARM CREATIVE PARLOUR LLC	401 W SUPERIOR ST FL 5	CHICAGO	IL	60654-3489	Yes
PAKSOURCE INC	690 MILL ST	ROCK ISLAND	IL	61201-8200	Yes
INDEPENDENT FREIGHT INTERNATIONAL LLC	580 BONNIE LN	ELK GROVE VILLA	IL	60007-1910	Yes
DSI CORP	PO BOX 736	STREATOR	IL	61364-3142	Yes
THE FURNITURE SHOP	4259 S WESTERN BLVD	CHICAGO	IL	60609-2237	Yes
GARVEYS OFFICE PRODUCTS	7500 N CALDWELL AVE	NILES	IL	60714-3808	Yes
DURA FIBRE LLC	PO BOX 684084	CHICAGO	IL	60695-4084	Yes
AMERICAN ALUMINUM EXTRUSION CO LLC	14979 COLLECTION CENTER DR	CHICAGO	IL	60693-0149	Yes
MIDWEST OFFICE SUPPLY INC	3700 WABASH AVE	SPRINGFIELD	IL	62711-9603	Yes
JACK C SMITH ASSOCIATES INC	222 MERCHANDISE MART PLZ STE 1	CHICAGO	IL	60654-4329	Yes
RUNCO OFFICE SUPPLY	1655 ELMHURST RD	ELK GROVE VILLA	IL	60007-6413	Yes
3A COMPOSITES USA INC	23160 NETWORK PL	CHICAGO	IL	60673-1231	Yes
LAFRENZ PATTERN COMPANY	333 9TH ST	MOLINE	IL	61265-1252	Yes
MAGNUSON GROUP	1400 INTERNATIONALE PKWY	WOODRIDGE	IL	60517-4942	Yes
BRIDGENET SOLUTIONS INC	3500 S ARCHER AVE APT 1	CHICAGO	IL	60609-1181	Yes
ESMARK STEEL GROUP MIDWEST LLC	2500 EUCLID AVE	CHICAGO HEIGHT	IL	60411-4019	Yes
LOUIS PADNOS IRON AND METAL COMPANY	PO BOX 66973 SLOT 303113	CHICAGO	IL	60666-0973	Yes
SHORELINE CONTAINER INC	5336 PAYSPHERE CIR	CHICAGO	IL	60674-0053	Yes
ZIVAGG MANUFACTURING INC	PO BOX 247	COAL VALLEY	IL	61240-0247	Yes
ANIMATED VISION INC	3717 N RAVENSWOOD AVE STE 221	CHICAGO	IL	60613-3899	Yes
THE WFC GROUP	3166 N LINCOLN AVE STE 211	CHICAGO	IL	60657-3119	Yes
ACT II TRANSPORTATION	310 E 1ST AVE RTE 6	COAL VALLEY	IL	61240-9513	Yes
THE MICAR COMPANY	PO BOX 2471	DECATUR	IL	62524-2471	Yes
INSTALLATION SPECIALISTS INCORPORATED	800 W MORSE AVE	ELK GROVE VILLA	IL	60007	Yes
TENTE CASTERS INC	1389 SOLUTIONS CTR	CHICAGO	IL	60677-1003	Yes
CRAWFORD COMPANY INC	1306 MILL ST	ROCK ISLAND	IL	61201-3225	Yes
VILLA PARK OFFICE EQUIPMENT	1120 N VILLA AVE	VILLA PARK	IL	60181-1054	Yes
EDE CORPORATION	3740 W 74TH ST	CHICAGO	IL	60629-4360	Yes
SUPERIOR COMPONENTS INC	12409 S INDUSTRIAL DR E	PLAINFIELD	IL	60585-8578	Yes
CURBELL PLASTICS INC	14746 COLLECTION CENTER DR	CHICAGO	IL	60693-0147	Yes
OFFICE SPECIALISTS INC	143 E FERRIS ST	GALESBURG	IL	61401-4610	Yes
FOAM FABRICATORS INC	25713 NETWORK PL	CHICAGO	IL	60673-1257	Yes
CONTRACT INSTALLATIONS LLC	13970 W POLO TRAIL DR	LAKE FOREST	IL	60045-5131	Yes
RIEKE OFFICE INTERIORS	2000 FOX LN	ELGIN	IL	60123-7814	Yes
AMERICAS PARKING LOT SERVICE INC	19208 E 40TH ST	COAL VALLEY	IL	61240-9431	Yes
SKYLINE DESIGN	1240 N HOMAN AVE	CHICAGO	IL	60651-4202	Yes
AURORA STORAGE PRODUCTS INC	600 S LAKE ST	AURORA	IL	60506-5565	Yes
DIGITAL COPY SYSTEMS LLC	9011 N UNIVERSITY ST STE F	PEORIA	IL	61615-1662	Yes
FOLDCRAFT CO	PO BOX 8732	CAROL STREAM	IL	60197-8732	Yes
INNOVO CORPORATION	2385 UNITED LN	ELK GROVE VILLA	IL	60007-6816	Yes
NATIONAL BUREAU OF PROPERTY ADMIN	180 N STETSON AVE STE 2525	CHICAGO	IL	60601-6724	Yes
MODULAR INSTALLATIONS & DESIGN INC	380 INTERNATIONALE DR STE B	BOLINGBROOK	IL	60440-3638	Yes
DILIGENT CORPORATION	DEPT CH 16990	PALATINE	IL	60055-0001	Yes
CLUNE CONSTRUCTION COMPANY LP	10 S RIVERSIDE PLZ STE 2200	CHICAGO	IL	60606-3700	Yes
DUKANE CORPORATION	2900 DUKANE DR	SAINT CHARLES	IL	60174-3348	Yes
WHITNEY INC	700 COMMERCE DR STE 350	OAK BROOK	IL	60523-5630	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
DSTAX LLC	4320 WINFIELD RD STE 200	WARRENVILLE	IL	60555-4023	Yes
STRIGLOS COMPANIES INC	150 E WILLIAM ST	DECATUR	IL	62523-1108	Yes
GENIUS BUSINESS SOLUTIONS INC	3403 76TH ST	MOLINE	IL	61265-8056	Yes
SULLIVAN MECHANICAL CONTRACTORS INC	PO BOX 105	SULLIVAN	IL	61951-0105	Yes
T CLIFTON DESIGN LTD	1322 OAKTON ST	EVANSTON	IL	60202-2719	Yes
FV & FMV VALUATION INC	321 N CLARK ST FL 5	CHICAGO	IL	60654-4714	Yes
KEY INTERIORS DESIGN LLC	11111 FRANKLIN AVE	FRANKLIN PARK	IL	60131-1411	Yes
OFCDESK LLC	325 W HURON ST STE 500	CHICAGO	IL	60654-3640	Yes
CRESSWOOD SHREDDING MACHINERY	55 W LINCOLN HWY	CORTLAND	IL	60112-4078	Yes
HAWK TECHNOLOGY	8072 CENTENNIAL EXPY	ROCK ISLAND	IL	61201-7316	Yes
MINIMAL INC	939 W LAKE ST	CHICAGO	IL	60607-1719	Yes
MID STATES ALUMINUM CORP	PO BOX 689987	CHICAGO	IL	60695-9987	Yes
MIDWEST ENGINEERING CONSULTANTS LTD	2500 36TH AVE	MOLINE	IL	61265-6954	Yes
ACCURATE METALS ILLINOIS	2524 11TH ST	ROCKFORD	IL	61104-7220	Yes
ROCKFORD METAL POLISHING COMPANY	5700 INDUSTRIAL AVE	LOVES PARK	IL	61111-7503	Yes
TANGERINE PROMOTIONS LTD	900 SKOKIE BLVD STE 275	NORTHBROOK	IL	60062-4034	Yes
CHARLIE GREENE STUDIO INC	110 W KINZIE ST FL 4	CHICAGO	IL	60654-6266	Yes
GRAY CITY STUDIOS LLC	215 N ABERDEEN ST UNIT 410B	CHICAGO	IL	60607-1626	Yes
BOUNTEOUS INC	240 E WILLOW AVE	WHEATON	IL	60187-5474	Yes
MIDWEST MARKETING DISTRIBUTORS INC	2000 E WAR MEMORIAL DR	PEORIA	IL	61614-7900	Yes
HAGERMAN & COMPANY INC	PO BOX 139	MOUNT ZION	IL	62549-0139	Yes
FINZER ROLLER INC	6556 SOLUTIONS CTR	CHICAGO	IL	60677-6005	Yes
TRIBUS POINT LLC	2 SCARLET OAK DR	HAWTHORN WO	IL	60047-8133	Yes
FOURKITES INC	1 N DEARBORN ST STE 810	CHICAGO	IL	60602-4305	Yes
JONATHAN ALLEN	3046 W LOGAN BLVD APT 3	CHICAGO	IL	60647-5711	Yes
HUTCHISON TOOL SALES	350 COUNTRY CLUB DR	BENSENVILLE	IL	60106-1506	Yes
CHICAGO FURNITURE INSTALLATION	3135 TOWN SQUARE DR UNIT 408	ROLLING MEADO	IL	60008-2680	Yes
DR GRAPHX	1751 W GRAND AVE	CHICAGO	IL	60622-6050	Yes
ICON MODERN INC	1556 CAVELL AVE	HIGHLAND PARK	IL	60035-2712	Yes
MINNEPOLITAN DESIGN STUDIO	3544 W PALMER ST # C	CHICAGO	IL	60647-3534	Yes
SALLY JEAN AUGUSTIN	535 N ASHLAND AVE	LA GRANGE PARK	IL	60526-5604	Yes
METRO DELIVERY GROUP LLC	304 RADISSON RD	MARQUETTE HEI	IL	61554-1452	Yes
MCVEY & PARSKY LLC	30 N LA SALLE ST STE 2100	CHICAGO	IL	60602-2575	Yes
COUNTRY ROADS TRUCKING SYSTEMS INC	3626 GEORGE ST	HIGHLAND	IL	62249-2865	Yes
COLDWATER VENEER INC	PO BOX 776216	CHICAGO	IL	60677-6216	Yes
INDUSTRIAL KINETICS INC	2535 CURTISS ST	DOWNERS GROV	IL	60515-4059	Yes
DARDIS COMMUNICATIONS	980 N MICHIGAN AVE # 1400-33	CHICAGO	IL	60611-4501	Yes
MOOSEHEAD ENTERPRISES LLC	810 ANDOVER CT	PROSPECT HEIGH	IL	60070-1169	Yes
BISONOFFICE LLC	7301 W 25TH ST # 114	NORTH RIVERSID	IL	60546-1409	Yes
VARIEGATED DESIGNS LLC	3017 N HONORE ST	CHICAGO	IL	60657-2007	Yes
DICK OBERG PHOTOGRAPHY	208 40TH ST	MOLINE	IL	61265-1649	Yes
BUILDCENTRAL INC	200 W MADISON ST STE 1110	CHICAGO	IL	60606-3551	Yes
BOHL MACHINE & TOOL COMPANY	4405 78TH AVE	MILAN	IL	61264-3214	Yes
FORCADE ASSOCIATES INC	1626 PAYNE ST	EVANSTON	IL	60201-3032	Yes
ESCARPITA CONSTRUCTION CO INC	627 N ALBANY AVE STE 111	CHICAGO	IL	60612-1167	Yes
KLICK PAINTING	1011 WASHINGTON ST	KEITHSBURG	IL	61442-9597	Yes
NORTH AMERICAN ROLLER PRODUCTS INC	PO BOX 2142	GLEN ELLYN	IL	60138-2142	Yes
WILSON LICENSING INC	939 W LAKE ST	CHICAGO	IL	60607-1719	Yes
VISION MANAGEMENT SERVICES	325 W HURON ST STE 412	CHICAGO	IL	60654-5848	Yes
DELTA INDUSTRIES INC	2201 CURTISS ST	DOWNERS GROV	IL	60515-4010	Yes
LAUREN ADEL INC	1658 N MILWAUKEE AVE UNIT 503	CHICAGO	IL	60647-6905	Yes
LIVINGSTONE PARTNERS LLC	443 N CLARK ST	CHICAGO	IL	60654-4540	Yes
IMAGEWORKS CHICAGO INC	213 W INSTITUTE PL STE 606	CHICAGO	IL	60610-3193	Yes
PAGE FURA PC	311 W SUPERIOR ST STE 306	CHICAGO	IL	60654-3540	Yes
KATE LEVINSON LOCATIONS INC	2155 W HUBBARD ST UNIT 3	CHICAGO	IL	60612-1611	Yes
FORD & BROWN LLC	421 19TH ST STE 1A	MOLINE	IL	61265-7609	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
MILLER CONTAINER CORPORATION	PO BOX 1130	MILAN	IL	61264-1130	Yes
ENNVEE TECHNOGROUP INC	900 E DIEHL RD	NAPERVILLE	IL	60563-1403	Yes
OMLAT USA LLC	2911 OLD HIGGINS RD	ELK GROVE VILLA	IL	60007-6507	Yes
MOSS INC	3469 MOMENTUM PLACE	CHICAGO	IL	60689-5334	Yes
BIG CONSTRUCTION LLC	1021 W ADAMS ST STE LL3	CHICAGO	IL	60607-2935	Yes
TRACKSIDE SOLUTIONS	3151 MORTON DR	EAST MOLINE	IL	61244-1964	Yes
PREFERRED OFFICE INSTALLATION INC	9248 TRINITY DR	LAKE IN THE HILL	IL	60156-1664	Yes
LEITNER INSIGHTS LLC	13727 MEADOW LN	PLAINFIELD	IL	60544-2786	Yes
SELCO INC	PO BOX 137	EAST DUBUQUE	IL	61025-0137	Yes
SPENCER-WITCZAK LLC	6730 S SOUTH SHORE DR APT 803	CHICAGO	IL	60649-1362	Yes
HARKEN INTERIORS LLC	1431 W HUBBARD ST STE 204	CHICAGO	IL	60642-6308	Yes
HOLDEN RICHARDSON LLC	914 GREEN BAY RD STE 202	WINNETKA	IL	60093-1701	Yes
INYXA LLC	3501 ALGONQUIN RD STE 608	ROLLING MEADO	IL	60008-3138	Yes
SLACK AND COMPANY LLC	233 N MICHIGAN AVE STE 3050	CHICAGO	IL	60601-5502	Yes
JENNIFER HOLT TUCKER	11751 S BELL AVE	CHICAGO	IL	60643-4740	Yes
RD'S HVAC INC	PO BOX 1039	OAK FOREST	IL	60452-7039	Yes
REHMANI CONSULTING INC	13400 S ROUTE 59 STE 116-214	PLAINFIELD	IL	60585-5826	Yes
BUSHMAN CONSTRUCTION MGMT INC	506 N CLARK ST STE 300	CHICAGO	IL	60654-7100	Yes
TREKK DESIGN INC	2990 N PERRYVILLE RD UNIT 1200	ROCKFORD	IL	61107-6830	Yes
THE BIG PICTURE MACHINE	20 N WACKER DR STE 930	CHICAGO	IL	60606-2911	Yes
JAMES DRURY PARTNERS	875 N MICHIGAN AVE STE 3805	CHICAGO	IL	60611-1903	Yes
EXEQUITY LLP	1870 W WINCHESTER RD STE 141	LIBERTYVILLE	IL	60048-5359	Yes
LOCALJOBNETWORK.COM	23811 NETWORK PL	CHICAGO	IL	60673-1238	Yes
ASHLING PARTNERS LLC	20 N WACKER DR STE 1200	CHICAGO	IL	60606-2901	Yes
GLEN HILL NORTH LLC	800 ROOSEVELT RD STE A120	GLEN ELLYN	IL	60137-5846	Yes
THE MITCHELL GROUP	7040 N AUSTIN AVE	NILES	IL	60714-4602	Yes
KATE QUALIARDI DESIGNS	62 PINE AVE APT 2E	RIVERSIDE	IL	60546-2153	Yes
TUKAIZ LLC	6801 W 73RD ST # 637	BEDFORD PARK	IL	60499-5322	Yes
OFFICEWORKS	12000 EXIT 5 PKWY	FISHERS	IN	46037-7940	Yes
AMERICAN CONTAINERS INC	2526 WESTERN AVE	PLYMOUTH	IN	46563-1050	Yes
AMERICAN INDUSTRIAL CORPORATION	PO BOX 859	GREENWOOD	IN	46142-0859	Yes
PULSE TECHNOLOGY OF INDIANA INC	312 ROBERTS RD	CHESTERTON	IN	46304-1570	Yes
BEDFORD OFFICE SUPPLY INC	1634 I ST	BEDFORD	IN	47421-3838	Yes
UB KLEM FURNITURE	3861 E SCHNELLVILLE RD	SAINT ANTHONY	IN	47575-9633	Yes
SMITH & BUTTERFIELD CO INC	PO BOX 3446	EVANSVILLE	IN	47733-3446	Yes
LEED SELLING TOOLS CORP	PO BOX 3088	EVANSVILLE	IN	47730-3088	Yes
UNIQUE PRESCOTECH INDUSTRIES INC	1625 SAINT GEORGE RD	EVANSVILLE	IN	47711-0000	Yes
OFFICE INTERIORS INC (GRANGER)	1415 UNIVERSITY DR CT	GRANGER	IN	46530-4296	Yes
SEEMAC INC	PO BOX 7047	INDIANAPOLIS	IN	46207-7047	Yes
SOUTH BEND MODERN MOLDING	PO BOX 850	MISHAWAKA	IN	46546-0850	Yes
FOAM RUBBER LLC	PO BOX 525	NEW CASTLE	IN	47362-0525	Yes
PEERLESS PRINTING & OFFICE SUPPLY CORP	513 N WASHINGTON ST	MARION	IN	46952-1962	Yes
HDW COMMERCIAL INTERIORS	2274 W 93RD AVE	MERRILLVILLE	IN	46410-6901	Yes
WORKSPACE SOLUTIONS (FORT WAYNE)	2208 PRODUCTION ROAD	FORT WAYNE	IN	46808-3656	Yes
EM CUMMINGS VENEER INC	601 E 4TH ST	NEW ALBANY	IN	47150-3312	Yes
EDUCATIONAL FURNITURE LLC	620 E 18TH ST	MUNCIE	IN	47302-4215	Yes
FOAMCRAFT INC	800 INDUSTRIAL PKWY	ELKHART	IN	46516-5530	Yes
CONTINENTAL MIRRORED GRAPHICS INC	1838 MIDDLEBURY ST	ELKHART	IN	46516-4711	Yes
MILLER VENEERS INC	3724 E 13TH ST	INDIANAPOLIS	IN	46201-1502	Yes
HOOSIER LASER INC	2601 E 600S	HUNTINGBURG	IN	47542-9118	Yes
MADE-RITE MFG INC	3967 E SULLIVAN LN	SALEM	IN	47167-7724	Yes
WISEMAN CUSTOM CABINETS INC	4501 E STATE ROAD 56	DUBOIS	IN	47527-9505	Yes
JOHNSON PLASTICS & SUPPLY CO INC	1414 BAKER AVE	EVANSVILLE	IN	47710-2508	Yes
THE HILGEMAN GROUP INC	811 E 5TH ST	FERDINAND	IN	47532-9778	Yes
BTE PERFORMANCE GROUP	6854 HILLSDALE CT	INDIANAPOLIS	IN	46250-2001	Yes
GABCO INDUSTRIES INCORPORATED	1790 E GREENER RD	JASPER	IN	47546-8404	Yes

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J L GILBERT CO INC	PO BOX 153	SELLERSBURG	IN	47172-0153	Yes
HUDELSON MACHINE & SHARPENING	27 W QUARRY RD	ORLEANS	IN	47452-9281	Yes
KOETTER WOODWORKING INC	533 LOUIS SMITH RD	BORDEN	IN	47106-8100	Yes
MEHRINGERS PLUMBING & HEATING	PO BOX 866	JASPER	IN	47547-0866	Yes
PARSLEYS SEWING MACHINE REPAIR SERVICE	5369 E COUNTY ROAD 250 S	PAOLI	IN	47454-9794	Yes
ROYAL RUBBER CO	PO BOX 2375	SOUTH BEND	IN	46680-2375	Yes
TABCO	PO BOX 3400	TERRE HAUTE	IN	47803-0400	Yes
CC COOK & SON LUMBER CO	6236 W US HIGHWAY 40	REELSVILLE	IN	46171-8809	Yes
OFFICE360	7301 WOODLAND DR	INDIANAPOLIS	IN	46278-1737	Yes
AMOS HILL ASSOCIATES INC	112 SHELBY AVE	EDINBURGH	IN	46124-1042	Yes
UBELHOR WOODWORKING INC	26018 STATE ROAD 145	BRISTOW	IN	47515-8865	Yes
CORIDEN INC	12545 HIGHLANDS PL	FISHERS	IN	46038-1189	Yes
HNS ENTERPRISES	9020 MIDDLE MOUNT VERNON RD	EVANSVILLE	IN	47712-9689	Yes
DANZER VENEER AMERICAS INC	300 NAOMI ST PO BOX 217	EDINBURGH	IN	46124-2110	Yes
AUTOMATED ROUTING INC	16920 N STATE ROAD 545	SAINT MEINRAD	IN	47577-9631	Yes
INDIANA FURNITURE INDUSTRIES INC	PO BOX 270	JASPER	IN	47547-0270	Yes
INDUSTRIAL MACHINE REPAIR	PO BOX 51	HAYDEN	IN	47245-0051	Yes
MAYER FABRICS	500 S KITLEY AVE	INDIANAPOLIS	IN	46219-8233	Yes
GRAHAM CONTRACT	6315 OLD ORCHARD RD	INDIANAPOLIS	IN	46226-1040	Yes
FOREST PRODUCTS MFG CO INC	PO BOX 606	JASPER	IN	47547-0606	Yes
ONE ELEVEN DESIGN	111 W BERRY ST	FORT WAYNE	IN	46802-2323	Yes
HERITAGE HARDWOODS OF KY INC	1507 PRODUCTION RD	JEFFERSONVILLE	IN	47130-9624	Yes
PADGETT INC	901 E 4TH ST	NEW ALBANY	IN	47150-3328	Yes
WOODS PRINTING CO INC	601 W MAIN ST	HOLLAND	IN	47541-9687	Yes
KIMBALL OFFICE INC	1600 ROYAL ST	JASPER	IN	47549-1001	Yes
FLEX-PAC INC	PO BOX 623129	INDIANAPOLIS	IN	46262-3129	Yes
CARDINAL COPIER SOLUTIONS	580 N 36TH ST	LAFAYETTE	IN	47905-4760	Yes
OWEN DETECTIVE AGENCY INC	PO BOX 225	PAOLI	IN	47454-0225	Yes
AERO METALS INC	1201 E LINCOLNWAY	LA PORTE	IN	46350-3955	Yes
OFFICE CENTER, THE	105 S BROADWAY ST	SEYMOUR	IN	47274-2427	Yes
JONES MACHINE AND TOOL INC	14710 N CROSS RD NW	FREDERICKSBURG	IN	47120-6402	Yes
THIEMANN OFFICE PRODUCTS INC	PO BOX 685	TERRE HAUTE	IN	47808-0685	Yes
NETSURFUSA	PO BOX 310	FRENCH LICK	IN	47432-0310	Yes
VECOPLAN MIDWEST LLC	PO BOX 86	FLOYDS KNOBS	IN	47119-0086	Yes
DESIGN 4U LLC	277 E 230S	JASPER	IN	47546-7306	Yes
PREMIER OFFICE XPERTS LLC	5770 DIVIDEND DR	INDIANAPOLIS	IN	46241-4304	Yes
SCOTT DAUGHERTY TRUCKING	PO BOX 125	ORLEANS	IN	47452-0125	Yes
SEELY OFFICE SOLUTIONS INC	5618 INDUSTRIAL RD	FORT WAYNE	IN	46825-5126	Yes
WOODARD EMHARDT MORIARTY MCNETT & HEI	111 MONUMENT CIR STE 3700	INDIANAPOLIS	IN	46204-5107	Yes
BCA ENVIRONMENTAL CONSULTANTS LLC	616 S 4TH ST	ELKHART	IN	46516-2770	Yes
LOVETT PALLET RECYCLING LLC	217 S BELMONT AVE STE E	INDIANAPOLIS	IN	46222-4286	Yes
AFC INTERNATIONAL INC	PO BOX 894	DEMOTTE	IN	46310-0894	Yes
CRAIG MCINTYRE	5075 S ARLAY BROWN RD	SALEM	IN	47167-8100	Yes
PARALLEL DESIGN GROUP	8801 RIVER CROSSING BLVD STE 140	INDIANAPOLIS	IN	46240-2297	Yes
LEED LOGISTICS LLC	PO BOX 747	EVANSVILLE	IN	47705-0747	Yes
TVF INC	PO BOX 2050	CARMEL	IN	46082-2050	Yes
EPW LLC	1500 W HIVELY AVE STE A	ELKHART	IN	46517-4033	Yes
HOPKINS APPRAISAL SERVICES LLC	205 N COLLEGE AVE STE 440	BLOOMINGTON	IN	47404-3949	Yes
NORRIS THERMAL TECHNOLOGIES	7930 N 700 E	TIPPECANOE	IN	46570-9613	Yes
CLASSIC TILE INC	1526 I ST	BEDFORD	IN	47421-3836	Yes
LEHNER DESIGNS	1290 OLD HERITAGE PL	GREENWOOD	IN	46143-6616	Yes
INDY PACK & MATERIAL HANDLING	PO BOX 314	COLUMBUS	IN	47202-0314	Yes
TRUCENT CENTRASEP TECHNOLOGIES	14425 BERGEN BLVD STE A1	NOBLESVILLE	IN	46060-3422	Yes
INSIGHT LEAN SOLUTIONS	3712 EMILIE LN	AUBURN	IN	46706-9448	Yes
QUIET TRAIL ADVISORS	8355 E MARGARET DR	TERRE HAUTE	IN	47803-9512	Yes
SOUTHERN OFFICE SUPPLY	417 N KANSAS AVE	LIBERAL	KS	67901-3329	Yes

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GALAXIE BUSINESS EQUIPMENT INC	913 MAIN ST	WINFIELD	KS	67156-3604	Yes
NAVRATS INC	728 MECHANIC ST	EMPORIA	KS	66801-2955	Yes
JOHN A MARSHALL COMPANY	10930 LACKMAN RD	LENEXA	KS	66219-1232	Yes
ROBERTS HUTCHLINE CO INC	413 E 3RD AVE	HUTCHINSON	KS	67501-6906	Yes
BA DESIGNS LLC	929 SW UNIVERSITY BLVD UNIT A4	TOPEKA	KS	66619-1432	Yes
LYONS COMPANY LLC	5304 W 153RD ST	OVERLAND PARK	KS	66224-3504	Yes
OFFICE PLUS OF KANSAS	6010 N BROADWAY AVE	PARK CITY	KS	67219-2014	Yes
BRG PRECISION PRODUCTS INC	600 N RIVER ST	DERBY	KS	67037-1536	Yes
PRO-ACTIVE SERVICES LLC	PO BOX 7529	OVERLAND PARK	KS	66207-0529	Yes
CHOICE SOLUTIONS LLC	7015 COLLEGE BLVD STE 300	LEAWOOD	KS	66211-1574	Yes
MOBILEUP SOFTWARE	12900 METCALF AVE STE 140	OVERLAND PARK	KS	66213-2600	Yes
LAMINATE WORKS INC	1200 S 5TH ST	KANSAS CITY	KS	66105-2130	Yes
VAN HOOZER GROUP LLC	11230 WINCHESTER DR	KANSAS CITY	KS	66109-4087	Yes
HURST OFFICE SUPPLIERS	PO BOX 12330	LEXINGTON	KY	40582-2330	Yes
AUDUBON BLOCK CO	1083 BROOKS INDUSTRIAL RD	SHELBYVILLE	KY	40065-9141	Yes
RAPID INDUSTRIES INC	PO BOX 19259	LOUISVILLE	KY	40259-0259	Yes
VISUMATIC INDUSTRIAL PRODUCTS INC	856 PORTER PL	LEXINGTON	KY	40508-3193	Yes
NATIONAL OFFICE SUPPLIERS INC	121 SOUTHLAND DR	LEXINGTON	KY	40503-1926	Yes
GIARDINA FINISHING SYS USA INC	4850 CRITTENDEN DR STE 7B	LOUISVILLE	KY	40209-1721	Yes
OFFICE RESOURCES INC (KENTUCKY)	PO BOX 1689	LOUISVILLE	KY	40201-1689	Yes
FLEXIBLE MATERIALS INC	PO BOX 856300	LOUISVILLE	KY	40285-6300	Yes
LAP LASER LLC	1830 AIRPORT EXCHANGE BLVD STE	ERLANGER	KY	41018-3902	Yes
MUNSON BUSINESS INTERIORS INC	2307 RIVER RD STE 100	LOUISVILLE	KY	40206-5000	Yes
WALBERT TRUCKING INC	PO BOX 1403	GLASGOW	KY	42142-1403	Yes
OFFICE FURNITURE & FORMS LLC	520 E 14TH ST	OWENSBORO	KY	42303-3129	Yes
CARDINAL ALUMINUM COMPANY	6910 PRESTON HWY	LOUISVILLE	KY	40219-1810	Yes
KERR OFFICE GROUP INC	117 N MAIN ST	ELIZABETHTOWN	KY	42701-1481	Yes
CARDINAL KITCHENS INC	230 HIAWATHA AVE	LOUISVILLE	KY	40209-1407	Yes
KEITH DANIEL & ASSOCIATES	1161 RED MILE RD	LEXINGTON	KY	40504-2649	Yes
CAD TRAINER GUY LLC	1917 HARRINGTON MILL RD	SHELBYVILLE	KY	40065-9788	Yes
BARREN COUNTY BUSINESS SUPPLY	400 SORENSON AVE	GLASGOW	KY	42141-1054	Yes
FASTENLINK LLC	2400 HIGHWAY 81	OWENSBORO	KY	42301-8228	Yes
CARDINAL WORKPLACE SOLUTIONS	PO BOX 980	FRANKFORT	KY	40602-0980	Yes
HAHN AUTOMATION	3012 KUSTOM DR	HEBRON	KY	41048-8163	Yes
OFFICE PLANNING GROUP, THE	4735 SANFORD ST	METAIRIE	LA	70006-5319	Yes
ML BATH COMPANY LTD INC	PO BOX 20048	SHREVEPORT	LA	71120-0048	Yes
DKI OFFICE FURNITURE & SUPPLY	PO BOX 8817	METAIRIE	LA	70011-8817	Yes
ASSOCIATED OFFICE SYSTEMS OF LOUISIANA INC	400 POYDRAS ST STE 1700	NEW ORLEANS	LA	70130-3279	Yes
LOUISIANA OFFICE PRODUCTS INC	PO BOX 23851	NEW ORLEANS	LA	70183-0851	Yes
SAYES OFFICE SUPPLY	7603 HIGHWAY 71 S	ALEXANDRIA	LA	71302-9272	Yes
KEM SUPPLY HOUSE INC	PO BOX 1198	THIBODAUX	LA	70302-1198	Yes
FROST BARBER OF LOUISIANA LLC	9322 INTERLINE AVE	BATON ROUGE	LA	70809-1909	Yes
CONTRACT FURNITURE GROUP LLC	201 JAMES DR E	SAINT ROSE	LA	70087-4012	Yes
LOUISIANA SCHOOL EQUIPMENT COMPANY LLC	330 LEE DR STE B	BATON ROUGE	LA	70808-5092	Yes
LOUISIANA OFFICE SUPPLY CO INC	PO BOX 65209	BATON ROUGE	LA	70896-5209	Yes
GENERAL OFFICE SUPPLY COMPANY INC	1003 JEFFERSON ST	LAFAYETTE	LA	70501-7915	Yes
GBP DIRECT INC	133 E 3RD ST	KENNER	LA	70062-7073	Yes
ALAND COMMERCIAL INTERIORS LLC	PO BOX 320	WEST MONROE	LA	71294-0320	Yes
WORKABLE INTERIORS LLC	11853 BRICKSOME AVE STE A	BATON ROUGE	LA	70816-5312	Yes
FERRIS OFFICESMART LLC	PO BOX 4	SHREVEPORT	LA	71161-0004	Yes
DISCOUNT OFFICE FURNITURE INC	2131 RIVERDALE ST	WEST SPRINGFIEI	MA	01089-1025	Yes
B&L ASSOCIATES INC	13 TECH CIR	NATICK	MA	01760-1023	Yes
MASSASOIT TACKBAND INC	118 DULONG CIR	CHICOPEE	MA	01022-1153	Yes
PEABODY OFFICE FURNITURE	234 CONGRESS ST	BOSTON	MA	02110-2488	Yes
UNION OFFICE INTERIORS	226 ANDOVER ST	WILMINGTON	MA	01887-1022	Yes
FEDERAL OFFICE FURNITURE CO INC	62 WINDSOR RD	NORWOOD	MA	02062-5133	Yes

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G A BLANCO & SONS INC	PO BOX 149	GREAT BARRINGT	MA	01230-0149	Yes
RITZ ASSOCIATES INC	112 BEACH ST	BOSTON	MA	02111-2541	Yes
ALBANY FOAM & SUPPLY INC	PO BOX 416365	BOSTON	MA	02241-6365	Yes
ATLANTIC PLYWOOD CORPORATION	PO BOX 845433	BOSTON	MA	02284-5433	Yes
FALVEY FINISHING COMPANY INC	111 BOSTON ST	DORCHESTER	MA	02125-1144	Yes
COLONIAL SYSTEMS INC	326 BALLARDVALE ST STE 400	WILMINGTON	MA	01887-1064	Yes
MATERIAL INSTALLATIONS INC	11 BAYFIELD DR	NORTH ANDOVEF	MA	01845-6013	Yes
REPSOURCE	27-43 WORMWOOD ST #180	BOSTON	MA	02210-1619	Yes
ECO LOGIC LIMITED	56 ROLAND ST STE 118	CHARLESTOWN	MA	02129-1233	Yes
RISI INC	4 ALFRED CIR	BEDFORD	MA	01730-2340	Yes
GREAT AMERICAN PICTURE CO INC	1629 CENTRAL ST STE 3	STOUGHTON	MA	02072-1693	Yes
MICRO TECH STAFFING GROUP	1214 PARK ST UNIT 204	STOUGHTON	MA	02072-3738	Yes
STERLING SURFACES	76 LEOMINSTER RD	STERLING	MA	01564-2114	Yes
LORDS UPHOLSTERY INC	73 PORTER ST	STOUGHTON	MA	02072-2643	Yes
FENS ASSOCIATES LLC	PO BOX 186	GROVELAND	MA	01834-0186	Yes
CAMBRIA CONSULTING INC	50 MILK ST FL 16	BOSTON	MA	02109-5002	Yes
TACTICAL OFFICE SOLUTIONS LLC	939 SALEM ST UNIT 3	GROVELAND	MA	01834-1566	Yes
OMAHONY ELECTRICAL SERVICES INC	143 LACY ST	NORTH ANDOVEF	MA	01845-3308	Yes
INTERIOR DESIGN MEDIA GROUP LLC	PO BOX 844652	BOSTON	MA	02284-4652	Yes
GEO KNIGHT & CO INC	52 PERKINS ST	BROCKTON	MA	02302-3540	Yes
STRATEGIC SPACES LLC	40 BROAD ST	BOSTON	MA	02109-4381	Yes
SHRINK PACKAGING SYSTEMS CORPORATION	PO BOX 845454	BOSTON	MA	02284-5454	Yes
JM ENGINEERING INC	344 JOHN L DIETSCH BLVD UNIT 10	NORTH ATTLEBOI	MA	02763-1073	Yes
CHECKMARX INC	PO BOX 841924	BOSTON	MA	02284-1924	Yes
RESTAGNO CERAMIC TILE AND MARBLE	32B S MAIN ST	MILLBURY	MA	01527-3146	Yes
RIFINITI INC	200 TECHNOLOGY SQ	CAMBRIDGE	MA	02139-3578	Yes
AVECTO INC	450 ARTISAN WAY STE 330	SOMERVILLE	MA	02145-1262	Yes
BRIAN T MALONE COMPANY	11 PERRY DR UNIT G	FOXBORO	MA	02035-1047	Yes
SMARTBEAR SOFTWARE INC	450 ARTISAN WAY FL 4	SOMERVILLE	MA	02145-1261	Yes
DYER BROWN & ASSOCIATES	1 WINTHROP SQ STE 100	BOSTON	MA	02110-1209	Yes
VIRTUA RESEARCH INC	2 OLIVER ST FL 9	BOSTON	MA	02109-4901	Yes
MINUTEMAN SECURITY TECHNOLOGIES INC	1 CONNECTOR RD	ANDOVER	MA	01810-5931	Yes
PROLINE	10 AVCO RD	HAVERHILL	MA	01835-6975	Yes
TAVARES INDUSTRIAL WOOD FINISHING	43 HAILES HILL RD	SWANSEA	MA	02777-3603	Yes
VER-TEX CONSTRUCTION SUPPLIES INC	251 REVERE S	CANTON	MA	02021-2920	Yes
SIGNWORKS GROUP INC	60 ARSENAL ST	WATERTOWN	MA	02472-2697	Yes
GLANCE NETWORKS INC	1167 MASSACHUSETTS AVE	ARLINGTON	MA	02476-4346	Yes
ALPHA OFFICE FURNITURE	168 SUTTON ST	UXBRIDGE	MA	01569-1133	Yes
AMERICAN GRAPHICS INSTITUTE LLC	120 PRESIDENTIAL WAY STE 310	WOBURN	MA	01801-1182	Yes
SLOANE AND WALSH LLP	1 CENTER PLZ FL 8	BOSTON	MA	02108-1887	Yes
LAM PARTNERS INC	84 SHERMAN ST	CAMBRIDGE	MA	02140-3261	Yes
WALTZING MATILDA AVIATION LLC	25 BURR DR	NEEDHAM	MA	02492-2780	Yes
UNIFIED CONSTRUCTION GROUP LLC	29 DRAPER ST	WOBURN	MA	01801-4570	Yes
KELLY HARRIS SMITH	700 HARRISON AVE UNIT 309	BOSTON	MA	02118-2631	Yes
INTERSTATE OFFICE PARTITIONS	300 WILLOW ST	NORTH ANDOVEF	MA	01845-5910	Yes
ANTON GRASSL PHOTOGRAPHY	5 SYCAMORE ST	CAMBRIDGE	MA	02140-2015	Yes
QUICKBASE INC	150 CAMBRIDGEPARK DR STE 5	CAMBRIDGE	MA	02140-2479	Yes
DOURON INC	10 PAINTERS MILL RD	OWINGS MILLS	MD	21117-3604	Yes
KEN REINHARD DESIGN ASSOCIATES	2607 LOVE POINT RD	STEVENSVILLE	MD	21666-2061	Yes
PRICE MODERN LLC	2604 SISSON ST STE 2	BALTIMORE	MD	21211-3189	Yes
OFFICE IMAGES INC	2099 GAITHER RD STE 130	ROCKVILLE	MD	20850-4057	Yes
US BUSINESS INTERIORS INC	9200 ALAKING CT STE 100	CAPITOL HEIGHTS	MD	20743	Yes
IMPACT OFFICE PRODUCTS LLC	6800 DISTRIBUTION DR	BELTSVILLE	MD	20705-1400	Yes
LANDIS OFFICE CENTER INC	151 N CENTRE ST	CUMBERLAND	MD	21502-2321	Yes
RUDOLPHS OFFICE & COMPUTER SUPPLY INC	6610 AMBERTON DR STE 400	ELKRIDGE	MD	21075-6216	Yes
AMERICAN OFFICE	309 N CALVERT ST	BALTIMORE	MD	21202-3611	Yes

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PBI INC	115 WEST ST STE 301	ANNAPOLIS	MD	21401-2839	Yes
METRO OFFICE SOLUTIONS INC	4692 MILLENNIUM DR STE 420	BELCAMP	MD	21017-1546	Yes
ATLANTIC CORPORATE INTERIORS INC	4600 POWDER MILL RD	BELTSVILLE	MD	20705-2671	Yes
BIALEK ENVIRONMENTS	530 GAITHER RD STE 300	ROCKVILLE	MD	20850-1381	Yes
ZOOM INC	PO BOX 2042	ROCKVILLE	MD	20847-2042	Yes
INTERIOR RESOURCE GROUP INC	11095 HIDDEN TRAIL DR	OWINGS MILLS	MD	21117-2357	Yes
PROFESSIONAL BUSINESS INTERIORS LLC	8661 GEREN RD	SILVER SPRING	MD	20901-4332	Yes
F A OTOOLE OFFICE SYSTEMS INC	350 CLUBHOUSE RD STE E	HUNT VALLEY	MD	21031-1325	Yes
ENTERPRISE FURNITURE CONSULTANTS	111 WATER ST STE 210	BALTIMORE	MD	21202-1066	Yes
WASHINGTON OFFICE INTERIORS LLC	12354 CARROLL AVE	ROCKVILLE	MD	20852-1814	Yes
AMERICAN DESIGN ASSOCIATES	9000 HARFORD RD	BALTIMORE	MD	21234-4015	Yes
ATD SOLAR & SECURITY INC	7415 GROVE RD	FREDERICK	MD	21704-7217	Yes
COMMERCIAL MARKETING ASSOCIATES INC	8425 PROGRESS DR	FREDERICK	MD	217014767	Yes
CHARLES COUNTY OFFICE FURNITURE	4436 SOUTHERN BUSINESS PARK DF	WHITE PLAINS	MD	206952840	Yes
EDWARDS & HILL OFFICE FURNITURE	10810 GUILFORD RD STE 101	ANNAPOLIS JUNC	MD	20701-1102	Yes
DIRECT OFFICE FURNITURE INC	405 E GUDE DR STE 210	ROCKVILLE	MD	20850-5357	Yes
AMI INSTALLATIONS LLC	7270 PARK CIRCLE DR STE I	HANOVER	MD	21076-1330	Yes
SPECIALIZED MARKETING LTD	138 WEST ST FL 2	ANNAPOLIS	MD	21401-2859	Yes
TIFFIN ATHLETIC MATS INC	PO BOX 823	ELKTON	MD	21922-0823	Yes
LOCAL GEAR LLC	6223 WOODCREST DR	ELLICOTT CITY	MD	21043-7971	Yes
HAMMEN DESIGNS	632 EDWARDS RD	ANNAPOLIS	MD	21409-6022	Yes
PARAGON LINES LLC	1335 SYCAMORE AVE	ANNAPOLIS	MD	21403-4807	Yes
PERRY & WILSON INC	PO BOX 77	KENSINGTON	MD	20895-0077	Yes
LISA ANNE WOLF	5244 RISING SUN LN	ELLICOTT CITY	MD	21043-6302	Yes
GARDENVILLE BUSINESS SERVICES	5605 ANTHONY AVE	BALTIMORE	MD	21206-3604	Yes
AGILE PROJECT MANAGEMENT LLC	13102 MIDDLEVALE LN	SILVER SPRING	MD	20906-3347	Yes
MEETING ELEMENT	205 WHITEHAVEN CIR	FORT WASHINGT	MD	20744-6260	Yes
AGILE OFFICE LLC	6411 IVY LN STE 700	GREENBELT	MD	20770-1411	Yes
TRACE INC	151 WEST ST STE 300	ANNAPOLIS	MD	21401-2853	Yes
MARCY KING DESIGNS	103 GROVE ST	DEXTER	ME	04930-2436	Yes
MAINE BUSINESS FURNITURE INC	PO BOX 1256	PORTLAND	ME	04104-1256	Yes
COMPASS ROSE EVENTS INC	350 TOWNSEND AVE	BOOTHBAY HARB	ME	04538-1801	Yes
CONSUMER OFFICE FURNITURE DBA PINNACLE D	3700 BAY RD	SAGINAW	MI	48603-2432	Yes
BYRNE ELECTRIC	320 BYRNE INDUSTRIAL DR	ROCKFORD	MI	49341-1083	Yes
METALWORKS INC DBA GREAT OPENINGS	902 4TH ST	LUDINGTON	MI	49431-2686	Yes
OFFICE EXPRESS (TROY)	1280 E BIG BEAVER RD	TROY	MI	48083-1946	Yes
KENTWOOD OFFICE FURNITURE LLC	3063 BRETON RD SE	GRAND RAPIDS	MI	49512-1747	Yes
KERR ALBERT OFFICE SUPPLY	1121 MILITARY ST	PORT HURON	MI	48060-5418	Yes
FRANKLIN INTERNATIONAL INC	PO BOX 78000	DETROIT	MI	48278-0001	Yes
WEST MICHIGAN OFFICE INTERIORS INC	300 E 40TH ST	HOLLAND	MI	49423-5345	Yes
PPG IVC INDUSTRIAL COATINGS INC	PO BOX 78000	DETROIT	MI	48278-0729	Yes
CIG JAN PRODUCTS	3300 HANNA LAKE IND PARK DR SE	DUTTON	MI	49316-9190	Yes
CF STINSON INC	PO BOX 81306	ROCHESTER	MI	48308-1306	Yes
MICHIGAN ROLL FORM INC	1132 LADD RD	COMMERCE TOW	MI	48390-3032	Yes
JMW CONSULTING INC	PO BOX 675	PETOSKEY	MI	49770-0675	Yes
DAHTI INC	4950 PLAINFIELD AVE NE STE H1	GRAND RAPIDS	MI	49525-1069	Yes
ZEICHMAN MFG INC	1060 KEN-O-SHA INDUSTRIAL DR SE	GRAND RAPIDS	MI	49508-8216	Yes
GIBRALTAR	323 E ROOSEVELT AVE	ZEELAND	MI	49464-1339	Yes
PALADIN IND INC	4990 W GREENBROOKE DR SE	GRAND RAPIDS	MI	49512-5400	Yes
NORTHWEST METAL PRODUCTS	2055 WALKER CT NW	GRAND RAPIDS	MI	49544-1411	Yes
21ST CENTURY PLASTICS	300 WRIGHT INDUSTRIAL PKWY	POTTERVILLE	MI	48876-9745	Yes
THE OFFICE CONNECTION (MICHIGAN)	37676 ENTERPRISE CT	FARMINGTON HI	MI	48331-3440	Yes
INTERSTATE OFFICE INTERIORS	5116 S SPRINKLE RD	PORTAGE	MI	49002-2055	Yes
EDWARDS PEARSONS DESIGN LLC	16996 LANDING DR	SPRING LAKE	MI	49456-2604	Yes
GRAND RAPIDS FOAM TECHNOLOGIES	2788 REMICO ST SW	WYOMING	MI	49519-2410	Yes
PRECISE CNC ROUTING INC	2605 THORNWOOD ST SW	WYOMING	MI	49519-2179	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
GROUP INSURANCE CONCEPTS INC	721 KENMOOR AVE SE STE A	GRAND RAPIDS	MI	49546-2306	Yes
MODULAR SYSTEMS INC	169 PARK ST	FRUITPORT	MI	49415-8896	Yes
IDA DESIGN LLC	121 E MAIN AVE STE 3	ZEELAND	MI	49464-1735	Yes
METAL STANDARD CORP	286 HEDCOR ST	HOLLAND	MI	49423-9364	Yes
SYNERGY INSTALLATION SOLUTIONS LLC	29988 ANTHONY DR	WIXOM	MI	48393-3609	Yes
DANIEL GRABOWSKI	2230 HEATHER CT SE	GRAND RAPIDS	MI	49506-4121	Yes
SHIFFLER EQUIPMENT SALES INC	PO BOX 78000	DETROIT	MI	48278-0001	Yes
PROGRESSIVE MANUFACTURING PROTOTYPING	11797 ALDEN CT NE	LOWELL	MI	49331-8831	Yes
REDTHREAD COMMUNICATIONS INC	80 OTTAWA AVE NW STE 300	GRAND RAPIDS	MI	49503-2648	Yes
SPECIALTY GLASS	PO BOX 140916	GRAND RAPIDS	MI	49514-0916	Yes
MICHIGAN CHAIR COMPANY	PO BOX 217	HOWARD CITY	MI	49329-0217	Yes
RAPID-LINE INC	1475 GEZON PKWY SW	WYOMING	MI	49509-9388	Yes
ARCHETYPE PLUS INC	750 LONGLEAF CT SE	ADA	MI	49301-8452	Yes
KLISE MANUFACTURING COMPANY INC	10559 CITATION DR STE 204	BRIGHTON	MI	48116-8398	Yes
GILSON GRAPHICS INC	2000 OAK INDUSTRIAL DR NE	GRAND RAPIDS	MI	49505-6012	Yes
DSA INTERNATIONAL LLC	680 CASE KARSTEN DR	ZEELAND	MI	49464-8729	Yes
TAFCOR INC	PO BOX 222	BERRIEN SPRINGS	MI	49103-0222	Yes
MICHAEL MCCREADY AND ASSOCIATES INC	1011 S ADAMS RD STE C	BIRMINGHAM	MI	48009-7023	Yes
CUSTOM PROFILE	2535 WALDORF CT NW	GRAND RAPIDS	MI	49544-1469	Yes
RICHWOOD INDUSTRIES INC	2700 BUCHANAN AVE SW	GRAND RAPIDS	MI	49548-1040	Yes
NUCRAFT FURNITURE CO	5151 W RIVER DR NE	COMSTOCK PARK	MI	49321-8938	Yes
DETROIT PENCIL COMPANY LLC	1940 NORTHWOOD DR	TROY	MI	48084-5523	Yes
GREENE MANUFACTURING INC	3985 S FLETCHER RD	CHELSEA	MI	48118-9207	Yes
CONCEPT METAL PRODUCTS INC	6781 GRAND HAVEN RD	SPRING LAKE	MI	49456-9616	Yes
ITC INCORPORATED	PO BOX 30516	LANSING	MI	48909-8016	Yes
MARKETNET SOLUTIONS INC	14998 CLEVELAND ST STE F	SPRING LAKE	MI	49456-8993	Yes
SP FULFILLMENT LLC	11359 JAMES ST	HOLLAND	MI	49424-8627	Yes
AIREA	23231 INDUSTRIAL PARK DR STE B	FARMINGTON HI	MI	48335-2844	Yes
DISCOUNT OFFICE EQUIPMENT	1991 COOLIDGE HWY	BERKLEY	MI	48072-1543	Yes
GREAT LAKES DIE CAST	701 W LAKETON AVE	MUSKEGON	MI	49441-2925	Yes
GORDON ALUMINUM INDUSTRIES INC	PO BOX 5935	TROY	MI	48007-5935	Yes
OFFICE DESIGN & FURNISHINGS LLC	417 S HURON ST	YPSILANTI	MI	48197-5424	Yes
AMCOL CORPORATION	21435 DEQUINDRE RD	HAZEL PARK	MI	48030-2350	Yes
DART FROG CREATIVE LLC	38 COMMERCE AVE SW STE 430	GRAND RAPIDS	MI	49503-4144	Yes
ENWORK	12900 CHRISTOPHER DR	LOWELL	MI	49331-9420	Yes
ADVANTAGE BUSINESS SYSTEMS LLC	334 S WATER ST STE 5	SAGINAW	MI	48607-1166	Yes
WECO INTERNATIONAL	901 TACOMA CT	CLIO	MI	48420-1595	Yes
SOUNDTECH INC	3880 SOUNDTECH CT SE	GRAND RAPIDS	MI	49512-4115	Yes
WANDRES CORPORATION	719 W ELLSWORTH RD STE 7	ANN ARBOR	MI	48108-1663	Yes
THUMB OFFICE SUPPLY INC	779 VAN DYKE DR	BAD AXE	MI	48413-9714	Yes
CSIXDESIGN	PO BOX 710	ELK RAPIDS	MI	49629-0710	Yes
SHUERT TECHNOLOGIES	6600 DOBRY DR	STERLING HEIGHT	MI	48314-1425	Yes
KLOOSTRA CONSULTING GROUP	3926 LAKE DR SE	GRAND RAPIDS	MI	49546-4347	Yes
PORT CITY ROLLFORM TOOLING	1130 E MT GARFIELD RD	MUSKEGON	MI	49441-6076	Yes
EVOLVE BY DESIGN INC	148 S RIVER AVE STE 310	HOLLAND	MI	49423-2871	Yes
THINK CHROMATIC LLC	PO BOX 342	COMSTOCK PARK	MI	49321-0342	Yes
CONFIGURA INC	100 GRANDVILLE AVE SW STE 501	GRAND RAPIDS	MI	49503-4057	Yes
BELWITH PRODUCTS LLC	3100 BROADWAY AVE SW	GRANDVILLE	MI	49418-1581	Yes
CHASE PLASTIC SERVICES INC	PO BOX 67000	DETROIT	MI	48267-0002	Yes
MULTIAX AMERICA INC	3000 REMICO ST SW	GRANDVILLE	MI	49418-1189	Yes
SALES OCTANE INC	7799 SANDY HOLLOW DR SE	ALTO	MI	49302-9350	Yes
DISHER CORP	201 W WASHINGTON AVE STE 230	ZEELAND	MI	49464-1086	Yes
FABRIC TEKNOLOGIES INC	12525 OAKWOOD SHORES ST	WAYLAND	MI	49348-9055	Yes
CATE SWORD CONSULTING + DESIGN	7844 EMBERLY DR	JENISON	MI	49428-9104	Yes
GABRIEL NORTH AMERICA INC	560 5TH ST NW STE 210	GRAND RAPIDS	MI	49504-5296	Yes
VANS PATTERN CORP	11 SWEET ST NW	GRAND RAPIDS	MI	49505-4633	Yes

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SCOTT KLINKER DESIGN STUDIO	39221 WOODWARD AVE	BLOOMFIELD HIL	MI	48304-5162	Yes
OFFICE ATTIRE INC	9318 SCENIC DR	BRIGHTON	MI	48114-8778	Yes
COMPATICO INC	4710 44TH ST SE	GRAND RAPIDS	MI	49512-4017	Yes
MANN METAL FINISHING INC	200 PROSPECT ST	HARTFORD	MI	49057-1057	Yes
BLM GROUP USA CORPORATION	46850 CARTIER DR	NOVI	MI	48377-4117	Yes
REDWIRE STUDIO LLC	52830 BRENTON	SHELBY TOWNSH	MI	48316-3026	Yes
EDGEWORKS	PO BOX 270	SOUTH HAVEN	MI	49090-0270	Yes
VOX STRATEGIC LLC	1511 PATTERSON AVE SE	GRAND RAPIDS	MI	49546-3783	Yes
MODELLO USA LLC	6900 CIMARRON DR SE	GRAND RAPIDS	MI	49546-7222	Yes
PROFICIENT MACHINE & TOOL	8074 CLYDE PARK AVE SW	BYRON CENTER	MI	49315-9332	Yes
CONDUIT STUDIOS LLC	80 OTTAWA AVE NW STE 215	GRAND RAPIDS	MI	49503-6215	Yes
THOROUGHBRED FULFILLMENT LLC	8191 LOGISTIC DR	ZEELAND	MI	49464-9392	Yes
SHERI STETSON COMPTON LLC	6018 MEADOWLARK ST NE	ROCKFORD	MI	49341-9221	Yes
WOLVERINE SPECIAL TOOL INC	1857 WALDORF ST NW	GRAND RAPIDS	MI	49544-1433	Yes
ODDLYEVEN LLC	4829 E BELTLINE AVE NE STE 310	GRAND RAPIDS	MI	49525-9350	Yes
STERLING CONTRACTORS INC	50413 CENTRAL INDUSTRIAL DR	SHELBY TOWNSH	MI	48315-3114	Yes
JOHN DANGELO PHOTO	18454 MONICA ST	DETROIT	MI	48221-2128	Yes
LS MOLD INC	750 WAVERLY CT	HOLLAND	MI	49423-9387	Yes
CENTENNIAL COATINGS LLC	371 N CENTENNIAL ST	ZEELAND	MI	49464-1311	Yes
IE DISTRIBUTION SERVICES LLC	48700 GRAND RIVER AVE	NOVI	MI	48374-1228	Yes
DEAN VAN DIS PHOTO LLC	941 WEALTHY ST SE	GRAND RAPIDS	MI	49506-1514	Yes
DEVELOPMENT BY DESIGN LLC	3517 WYNDWICKE DR	SAINT JOSEPH	MI	49085-8604	Yes
TCH CONSULTING LLC	PO BOX 478	HAMBURG	MI	48139-0478	Yes
EDLEFSON DESIGN PRACTICE	518 WHITTLESEY AVE	SAINT JOSEPH	MI	49085-1832	Yes
SCHMIDT GOODMAN OFFICE PRODUCTS INC	1920 N BROADWAY AVE	ROCHESTER	MN	55906-4003	Yes
RK DIXON	PO BOX 856699	MINNEAPOLIS	MN	55485-6699	Yes
ROBERT WHITE INDUSTRIES INC	9073 JADE CT N	LAKE ELMO	MN	55042-1800	Yes
ROCKLER WOODWORKING	4365 WILLOW DR	MEDINA	MN	55340-9701	Yes
ECAPITAL ADVISORS LLC	7900 XERXES AVE S STE 1300	MINNEAPOLIS	MN	55431-1141	Yes
VALLEY DESIGN ENTERPRISES INC	PO BOX 138	FOUNTAIN	MN	55935-0138	Yes
COOPER OFFICE SUPPLY INC	102 E LINCOLN AVE	FERGUS FALLS	MN	56537-2217	Yes
WILLIAMS & ASSOCIATES INC	405 E 78TH	BLOOMINGTON	MN	55420-1251	Yes
BTD WOOD POWDER COATING INC	11869 COUNTY ROAD 45	BRAINERD	MN	56401-6402	Yes
BUYONLINENOW INC	4865 19TH ST NW STE 110	ROCHESTER	MN	55901-8397	Yes
PRIMARY DESIGN RESOURCE INC	210 N 2ND ST STE 103	MINNEAPOLIS	MN	55401-1439	Yes
PARAMETERS LTD	800 HENNEPIN AVE STE 500	MINNEAPOLIS	MN	55403-1899	Yes
INNOVATIVE OFFICE SOLUTIONS LLC	151 CLIFF RD E STE 40	BURNSVILLE	MN	55337-1586	Yes
EAC PRODUCT DEVELOPMENT SOLUTIONS INC	14501 JUDICIAL RD	BURNSVILLE	MN	55306-5577	Yes
HOLDAHL COMPANY	1925 ANNAPOLIS LN N	MINNEAPOLIS	MN	55441-3702	Yes
IBUYOFFICESUPPLY.COM	14940 28TH AVE N	PLYMOUTH	MN	55447-4888	Yes
NEVERS INDUSTRIES INC	14125 21ST AVE N	MINNEAPOLIS	MN	55447-4690	Yes
GENERAL OFFICE PRODUCTS COMPANY	4521 HWY 7	MINNEAPOLIS	MN	55416-4098	Yes
OFFICE PRODUCTS MARKETING INC	8620 MONTICELLO LN N	MAPLE GROVE	MN	55369-4547	Yes
TECHNICAL FINISHING SERVICES INC	1611 COUNTY ROAD B W STE 315	ROSEVILLE	MN	55113-4053	Yes
FISHBOWL SOLUTIONS INC	4500 PARK GLEN RD STE 200	SAINT LOUIS PAR	MN	55416-4889	Yes
NCELL SYSTEMS INC	1907 E WAYZATA BLVD STE 230	WAYZATA	MN	55391-2069	Yes
CORPORATE INSTALLATIONS INC (PLYMOUTH)	14410 21ST AVE N	PLYMOUTH	MN	55447-4639	Yes
QUALITY RESOURCE GROUP INC	12795 16TH AVE N	PLYMOUTH	MN	55441-4556	Yes
DIGITALSHIPPER LLC	4801 HIGHWAY 61 N STE 204	SAINT PAUL	MN	55110-2752	Yes
BROWNSWORTH INCORPORATED	4155 BERKSHIRE LN N STE 200	PLYMOUTH	MN	55446-3833	Yes
DR DAVE THE FURNITURE PHYSICIAN LLC	11004 ABBOTT LN	MINNETONKA	MN	55343-8963	Yes
SNX TECHNOLOGIES INC	315 INDUSTRIAL BLVD	SAUK RAPIDS	MN	56379-9785	Yes
DETERMAN CONSULTING	351 PLEASANT AVE	SAINT PAUL	MN	55102-2333	Yes
STUDIO EIGHT	807 13TH AVE S	MINNEAPOLIS	MN	55404-1747	Yes
TIMESAVERS LLC	11123 89TH AVE N	MAPLE GROVE	MN	55369-4019	Yes
AIR AUTOMATION & ENGINEERING INC	230 COMMERCE CIR S	MINNEAPOLIS	MN	55432-3148	Yes

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AUTOMATION INC	4830 AZELIA AVE N STE 500	MINNEAPOLIS	MN	55429-3915	Yes
SERVICEWORX LLC	220 W 90TH ST	MINNEAPOLIS	MN	55420-3628	Yes
WOOD MACHINERY SYSTEMS INC	PO BOX 307	HOPKINS	MN	55343-0307	Yes
INTERPOLL LABORATORIES INC	4500 BALL RD NE	CIRCLE PINES	MN	55014-1819	Yes
SPORTSDIGITA LLC	3033 EXCELSIOR BLVD STE 470	MINNEAPOLIS	MN	55416-3259	Yes
APPS IT AMERICA LLC	100 S 5TH ST STE 1973	MINNEAPOLIS	MN	55402-1210	Yes
SILENT T CONSULTING	5428 RICHMOND CURVE	MINNEAPOLIS	MN	55410-2533	Yes
FARM KID STUDIOS INC	332 3RD AVE NE	MINNEAPOLIS	MN	55413-2224	Yes
NEXT LEVEL LOGISTICS	PO BOX 591	BECKER	MN	55308-0591	Yes
DANIEL R VONDELINDE	214 4TH ST E UNIT 224	SAINT PAUL	MN	55101-6103	Yes
ARCH ENGRAVING	254 NORTHWEST BLVD	FENTON	MO	63026-5397	Yes
MODERN BUSINESS INTERIORS LLC	1023 PORTWEST DR	SAINT CHARLES	MO	63303-5971	Yes
MID CONTINENT LABEL & TAG INC	2796 HIGH RIDGE BLVD	HIGH RIDGE	MO	63049-2233	Yes
J POLLOCK INC	12647 OLIVE BLVD STE 585	SAINT LOUIS	MO	63141-6344	Yes
ST LOUIS HARDWARE MFG CO	PO BOX 796010	SAINT LOUIS	MO	63179-6000	Yes
INTERIOR LANDSCAPES	2121 CENTRAL ST STE 144	KANSAS CITY	MO	64108-2004	Yes
COCRE8 INTERIORS	12955 GRAVOIS RD	SAINT LOUIS	MO	63127	Yes
SCHOOL SOLUTIONS INC	6612 ROYAL ST	PLEASANT VALLE'	MO	64068-8711	Yes
ACI PLASTICS & MANUFACTURING	3001 SPRUCE ST	SAINT LOUIS	MO	63103-2529	Yes
CONTRACT FURNISHINGS INC (KANSAS CITY)	3129 MAIN ST	KANSAS CITY	MO	64111-1929	Yes
CRAMER LLC	1523 GRAND BLVD	KANSAS CITY	MO	64108-1403	Yes
CONFERENCE TECHNOLOGIES INC	11653 ADIE RD	MARYLAND HEIG	MO	63043-3509	Yes
INTERIOR INVESTMENTS OF ST LOUIS	9 SUNNEN DR STE 100	SAINT LOUIS	MO	63143-3811	Yes
WEBCOLLAGE INC	6665 DELMAR BLVD STE 3000	SAINT LOUIS	MO	63130-4544	Yes
PACKAGING SYSTEMS INC	PO BOX 3975	CHESTERFIELD	MO	63006-3975	Yes
MOSELEY OFFICE SUPPLY	431 SOUTH AVE	SPRINGFIELD	MO	65806-2132	Yes
FREEDOM COMPANIES INC	5008 PROSPECT AVE STE 103	KANSAS CITY	MO	64130-2651	Yes
GENERAL AUTOMATIC TRANSFER COMPANY	100 LARKIN WILLIAMS IND CT	FENTON	MO	63026-2409	Yes
PURE WORKPLACE SOLUTIONS	3525 ROANOKE RD	KANSAS CITY	MO	64111-3727	Yes
LYNNE HAYES	1187 HAWKEN PL	SAINT LOUIS	MO	63119-3961	Yes
OFFICES UNLIMITED INC	2127 WILLIAM ST	CAPE GIRARDEAU	MO	63703-5817	Yes
BDC	436 ANGLUM RD	HAZELWOOD	MO	63042-2449	Yes
D HECKMAN DESIGNS LLC	8033 N EVERTON AVE	KANSAS CITY	MO	64152-4112	Yes
BUDGET OFFICE FURNITURE (JACKSON)	620 S STATE ST	JACKSON	MS	39201-5611	Yes
ANDERSON RETAIL INC	PO BOX 16055	HATTIESBURG	MS	39401-6055	Yes
BAREFIELD WORKPLACE SOLUTIONS INC	PO BOX 649	JACKSON	MS	39205-0649	Yes
OFFICE PRODUCTS PLUS INC	208 PARK CT	RIDGELAND	MS	39157-2228	Yes
INTERIOR ELEMENTS LLC	830 WILSON DR STE A	RIDGELAND	MS	39157-4508	Yes
PICKWICKS OFFICE CITY	601 9TH ST S	GREAT FALLS	MT	59405-2120	Yes
360 OFFICE SOLUTIONS	PO BOX 30598	BILLINGS	MT	59107-0598	Yes
OFFICE EQUIPMENT CO (HAVRE)	200 2ND ST	HAVRE	MT	59501-3524	Yes
J2 BUSINESS PRODUCTS	PO BOX 2217	MISSOULA	MT	59806-2217	Yes
BOSS OFFICE & COMPUTER PRODUCTS	PO BOX 1170	GLENDIVE	MT	59330-1170	Yes
HUGHES SUPPLY CO	175 KANOY RD	THOMASVILLE	NC	27360-8703	Yes
METAL WORKS OF HIGH POINT INC	PO BOX 2002	HIGH POINT	NC	27261-2002	Yes
COLUMBIA PANEL MFG CO	PO BOX 890044	CHARLOTTE	NC	28289-0044	Yes
PREFERRED FURNITURE COMPONENTS INC	PO BOX 7168	HIGH POINT	NC	27264-7168	Yes
HEICO FASTENERS INC	PO BOX 2905	HICKORY	NC	28603-2905	Yes
VALENDRAWERS INC	555 DIXON ST	LEXINGTON	NC	27292-7516	Yes
PAUL BRAYTON DESIGNS	PO BOX 7486	HIGH POINT	NC	27264-7486	Yes
MORRISETTE PAPER CO	PO BOX 890982	CHARLOTTE	NC	28289-0982	Yes
BURNS WOOD PRODUCTS INC	PO BOX 746	GRANITE FALLS	NC	28630-0746	Yes
POWDER WORKS INC	PO BOX 65	THOMASVILLE	NC	27361-0065	Yes
STEPHENS OFFICE SYSTEMS INC	300 FOSTER AVE	CHARLOTTE	NC	28203-5424	Yes
AUTUMN HOUSE INC	1206 PREMIER RD	GRANITE FALLS	NC	28630-7400	Yes
AIR CRAFTSMEN INC	617 N GREENSBORO ST	LEXINGTON	NC	27292-2891	Yes

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UNITED SEWING MACHINE SALES	PO BOX 3055	HICKORY	NC	28603-3055	Yes
GLASS DYNAMICS INC	8901 US HIGHWAY 220	STONEVILLE	NC	27048-8301	Yes
HARDWARE DIRECT	PO BOX 431	HICKORY	NC	28603-0431	Yes
MINC INTERIOR DESIGN	136 PERSON ST	FAYETTEVILLE	NC	28301-5722	Yes
ALLRED METAL STAMPING WORKS INC	PO BOX 2566	HIGH POINT	NC	27261-2566	Yes
BILLS REPAIR SHOP INC	PO BOX 1760	HILDEBRAN	NC	28637-1760	Yes
C P I	PO BOX 847	HIGH POINT	NC	27261-0847	Yes
DIMENSION WOOD PRODUCTS INC	PO BOX 70	CLAREMONT	NC	28610-0070	Yes
BARTIMAEUS BY DESIGN INC	1010 RANDOLPH ST	THOMASVILLE	NC	27360-5877	Yes
MAYNARD TERMITE & PEST CONTROL	PO BOX 1363	HICKORY	NC	28603-1363	Yes
NEW WAVE ACRYLICS	4331 CHESAPEAKE DR BLDG 2	CHARLOTTE	NC	28216-3410	Yes
PIEDMONT PACKAGING INC	PO BOX 7025	HIGH POINT	NC	27264-7025	Yes
PRICE ROOFING CO	PO BOX 2918	LENOIR	NC	28645-2918	Yes
PRIMECHOICE PACKAGING LLC	PO BOX 996	CONOVER	NC	28613-0996	Yes
RH BOLICK & CO INC	1210 9TH AVE NE	HICKORY	NC	28601-4108	Yes
ARDC HEATING AND COOLING	PO BOX 2626	HICKORY	NC	28603-2626	Yes
WOLLSDORF LEATHER LTD	PO BOX 2764	HIGH POINT	NC	27261-2764	Yes
UNIFOUR FIRE & SAFETY	PO BOX 9489	HICKORY	NC	28603-9489	Yes
PRINT IMAGE LLC	1828 SAINT PAULS CHURCH RD	NEWTON	NC	28658-9521	Yes
GRANITE HARDWOODS INC	PO BOX 226	GRANITE FALLS	NC	28630-0226	Yes
HENDRIX BATTING COMPANY INC	PO BOX 7408	HIGH POINT	NC	27264-7408	Yes
HICKORY MERCHANTS DELIVERY INC	PO BOX 1606	HICKORY	NC	28603-1606	Yes
CARROLL COMPANIES INC	1640 OLD 421 S	BOONE	NC	28607-6291	Yes
M O DEVINEY LUMBER COMPANY INC	838 MORIAH SCHOOL RD	CASAR	NC	28020-7701	Yes
GREEN HIDES LLC	4355 FEDERAL DR	GREENSBORO	NC	27410-8143	Yes
BAGNAL LUMBER COMPANY INC	PO BOX 24397	WINSTON SALEM	NC	27114-4397	Yes
BEVERLY B ROBERTS	4624 CAROLANDO DR SW	CONCORD	NC	28027-9447	Yes
BRUEX INC	312 LUTZ ST SW	LENOIR	NC	28645-5328	Yes
CAROLINA CASTING INC	PO BOX 7091	HIGH POINT	NC	27264-7091	Yes
CATAWBA PAPER BOX INC	PO BOX 1026	HICKORY	NC	28603-1026	Yes
CHAIR CITY SUPPLY	PO BOX 927	THOMASVILLE	NC	27361-0927	Yes
DANIELS GRAPHICS	PO BOX 40	ASHEVILLE	NC	28802-0040	Yes
DATA IMAGING & ASSOCIATE INC	224 9TH ST NW	HICKORY	NC	28601-4856	Yes
ELEMENT DESIGNS INC	PO BOX 7747	CHARLOTTE	NC	28241-7747	Yes
KENNEDY OFFICE SUPPLY CO INC	4211A ATLANTIC AVE	RALEIGH	NC	27604-1736	Yes
RIVERS EDGE NC LLC	318 INDERA MILLS CT STE A	WINSTON SALEM	NC	27101-3383	Yes
M&B COMMUNICATIONS LLC	PO BOX 1543	HICKORY	NC	28603-1543	Yes
EAR TECHNOLOGIES INC	176 BLAIRMONT DR	BOONE	NC	28607-8713	Yes
H & A ELECTRIC	1020 26TH ST NE	HICKORY	NC	28601-3042	Yes
JOHN STAFFORD CHRIS CARTER DESIGN LLC	PO BOX 10951	GREENSBORO	NC	27404-0951	Yes
JIM BAREFOOT DESIGN INC	946 MARGUERITE DR	WINSTON SALEM	NC	27106-5830	Yes
DARRAN FURNITURE INDUSTRIES INC	PO BOX 7614	HIGH POINT	NC	27263-7614	Yes
PMC COMMERCIAL INTERIORS INC	3000 PERIMETER PARK DR	MORRISVILLE	NC	27560-9159	Yes
SCHELLING AMERICA INCORPORATED	PO BOX 80367	RALEIGH	NC	27623-0367	Yes
PAK RECORDS CENTER INC	PO BOX 1550	HICKORY	NC	28603-1550	Yes
DELVE INTERIORS LLC	7820 THORNDIKE RD	GREENSBORO	NC	27409-9690	Yes
CATAWBA VALLEY STAFFING INC	PO BOX 1810	HICKORY	NC	28603-1810	Yes
ONECBI LLC DBA CBI	4020 YANCEY RD STE A	CHARLOTTE	NC	28217-1736	Yes
OFFICE FURNITURE CONCEPTS INC (WILKESBORO	4389 W US HWY 421	WILKESBORO	NC	28697-9175	Yes
PINNACLE CONVERTING EQUIPMENT INC	1720 TOAL ST	CHARLOTTE	NC	28206-1524	Yes
FORMS & SUPPLY INC (FSI)	6410 ORR RD	CHARLOTTE	NC	28213-6332	Yes
TOWNSEND LAWN SERVICE	PO BOX 1295	HUDSON	NC	28638-1295	Yes
MOCEAN FIRST LLC	1010 RANDOLPH ST	THOMASVILLE	NC	27360-5877	Yes
INSTITUTIONAL INTERIORS INC	2851 VAN HURON DR STE 100	RALEIGH	NC	27615-8427	Yes
ARTHUR A OLIVER & SONS INC	PO BOX 88	HIGH POINT	NC	27261-0088	Yes
ELMO OF AMERICA INC	1840 EASTCHESTER DR	HIGH POINT	NC	27265-1495	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
J L PAWLIK	1160 EDGEFIELD LN	NEWTON	NC	28658-8449	Yes
LORI HOLT DESIGN	508 6TH ST NE	CONOVER	NC	28613-1633	Yes
ANTHEM LEATHER INC	PO BOX 890011	CHARLOTTE	NC	28289-0011	Yes
EUROSOFT INC	224 HIGH HOUSE RD STE 210	CARY	NC	27513-4278	Yes
CATAWBA SHOES	2260 US HIGHWAY 70 STE 201	HICKORY	NC	28602-5153	Yes
PERFECTION EQUIPMENT CO INC	135 HAROLD ANDREWS RD	SILER CITY	NC	27344-9147	Yes
NORTHWEST DRYWALL COMPANY	PO BOX 1630	HICKORY	NC	28603-1630	Yes
AIR SYSTEMS MFG OF LENOIR	PO BOX 1736	LENOIR	NC	286451736	Yes
SOLID WOOD SYSTEMS INC	3202 E KIVETT DR	HIGH POINT	NC	27260-6120	Yes
UNIFOUR INDUSTRIAL SUPPLY CO	3421 SPENCER HEIGHTS PL	LENOIR	NC	28645-8647	Yes
IMI CORPORATION INC	PO BOX 215	COLFAX	NC	27235-0215	Yes
GSM AMERICA INC	PO BOX 1195	HIGH POINT	NC	27261-1195	Yes
SANDERS ELECTRIC MOTOR SERVICE INC	285 WILDWOOD RD	LENOIR	NC	28645-8280	Yes
THE MACHINE WAREHOUSE LLC	PO BOX 641	INDIAN TRAIL	NC	28079-0641	Yes
L&S LIGHTING CORP	4501 GREEN POINT DR STE 108	GREENSBORO	NC	27410-8129	Yes
NONFICTION CREATIVE LLC	305 E UNION ST UNIT B317	MORGANTON	NC	28655-3476	Yes
BIESSE AMERICA INC	PO BOX 19849	CHARLOTTE	NC	28219-0849	Yes
G&W EQUIPMENT INC	600 LAWTON RD	CHARLOTTE	NC	28216-3437	Yes
VETERAN OFFICE DESIGN LLC	3216 CHAUCER DR	CHARLOTTE	NC	28210-4809	Yes
DESIGN TOOL INC	1607 NORFOLK PL SW	CONOVER	NC	28613-8220	Yes
FURNITURE RESOURCES INC	PO BOX 473370	CHARLOTTE	NC	28247-3370	Yes
COSTA MURPHY GROUP	925 IDEAL WAY	CHARLOTTE	NC	28203-5741	Yes
ULTRA MEK INC	PO BOX 518	DENTON	NC	27239-0518	Yes
ARDIS US INC	5448 APEX PEAKWAY STE 135	APEX	NC	27502-3924	Yes
DIPLY LLC	2425 N CENTER ST # 247	HICKORY	NC	28601-1320	Yes
DIVERSIFIED TESTING LABORATORIES INC	336 W FRONT ST	BURLINGTON	NC	27215-3731	Yes
KINGS MOUNTAIN INTERNATIONAL INC	1755 S BATTLEGROUND AVE	KINGS MOUNTAI	NC	28086-9237	Yes
M2 DESIGN GROUP	280 STRATFORD RD	ASHEVILLE	NC	28804-1453	Yes
BOTTERO FLAT GLASS INC	257 GRETAS WAY CT STE 100	KERNERSVILLE	NC	27284-3811	Yes
ATLANTIC VENEER CORPORATION	2457 LENNOXVILLE RD	BEAUFORT	NC	28516-7899	Yes
RCS SERVICES	1093 SHARON SCHOOL RD	STATESVILLE	NC	28625-1635	Yes
GLOBAL SOFTWARE LLC	3301 BENSON DR STE 201	RALEIGH	NC	27609-7362	Yes
EVANS CONSTRUCTION COMPANY INC	2646 RAINTREE ST	CONNELLY SPRIN	NC	28612-7867	Yes
FRIULMAC INC	1052 13TH ST SE	HICKORY	NC	28602-4164	Yes
JAMES R SMITH	1362 MILLRACE DR	CONOVER	NC	28613-7117	Yes
ADVANTAGE MACHINERY SERVICES INC	PO BOX 1848	YADKINVILLE	NC	27055-1848	Yes
AIR POWER INC	PO BOX 5406	HIGH POINT	NC	27262-5406	Yes
B & E WOODTURNING INC	PO BOX 469	LENOIR	NC	28645-0469	Yes
INTENSA INC	1810 S ELMS ST	HIGH POINT	NC	27260-8703	Yes
SURE WOOD PRODUCTS INC	980 3RD AVE SE	HICKORY	NC	28602-4009	Yes
DESIGN CADRE LLC	1207 MILLRIDGE DR	GREENSBORO	NC	27407-2834	Yes
PRINGLES HEAT & AIR LLC	PO BOX 472	NEWTON	NC	28658-0472	Yes
SHOEMAKERS CURVES	4587 CALICO RD	LENOIR	NC	28645-9635	Yes
AAC SERVICES	727 S COLLEGE AVE	NEWTON	NC	28658-3509	Yes
HICKORY SHEET METAL CO INC	PO BOX 2049	HICKORY	NC	28603-2049	Yes
JOHN DEGORTER INC SC	5623 CANNON DR	MONROE	NC	28110-9139	Yes
JOHN DEGORTER INC NC	5623 CANNON DR	MONROE	NC	28110-9139	Yes
BENZ INC	1095 6TH STREET CT SE	HICKORY	NC	28602-4361	Yes
EXTERIOR HOUSE WASHING	373 BIRCH CIRCLE DR	HUDSON	NC	28638-9702	Yes
BRUSHY MOUNTAIN BUILDERS INC	3390 GAITHER WALKER CIR	LENOIR	NC	28645-7637	Yes
LCC ENVIRONMENTAL	3589 BOYETTE RD	LENOIR	NC	28645-9406	Yes
RELIABLE FIRE & SAFETY	4014 KINGS MOUNTAIN HWY	BESSEMER CITY	NC	28016-7524	Yes
QUICKSILVER MFG	PO BOX 10433	WILMINGTON	NC	28404-0433	Yes
INCENTIVE TRAVEL SOLUTIONS	PO BOX 1235	PINEVILLE	NC	28134-1235	Yes
CONNELLY SPRINGS ELECTRIC INC	PO BOX 566	CONNELLY SPRIN	NC	28612-0566	Yes
WILLIAM ROBERT HARTER	2470 ARROWWOOD DR	HICKORY	NC	28601-7298	Yes

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WALLACE PRINTING INC	2032 FAIRGROVE CHURCH RD	NEWTON	NC	28658-8598	Yes
LAKE HICKORY SERVICES INC	5455 37TH STREET DR NE	HICKORY	NC	28601-7024	Yes
KILLIAN PAINTING LLC	2041 36TH ST NE	HICKORY	NC	28601-3254	Yes
ENVIROSERVE CHEMICALS INC	603 S WILSON AVE	DUNN	NC	28334-5832	Yes
CLICK STOR INC	8380 OLD NC 10	HICKORY	NC	28602-8625	Yes
GOODTYMES INFLATABLES	2011 HAMPTON HEIGHTS ST	LENOIR	NC	28645-9422	Yes
M&B DELIVERY	1919 2ND AVE SW	HICKORY	NC	28602-2268	Yes
MARX LLC	PO BOX 826	GRANITE FALLS	NC	28630-0826	Yes
THE KORMAC GROUP INC	6510 SUMMERLIN PL STE 205	CHARLOTTE	NC	28226-7540	Yes
PRUITT MACHINERY INC	25 23RD ST NW	HICKORY	NC	28601-5793	Yes
MAPANYTHING INC	5200 77 CENTER DR STE 400	CHARLOTTE	NC	28217-0718	Yes
STEVE ROSENQUIST LLC	PO BOX 1162	WILKESBORO	NC	28697-1162	Yes
UNIQUE OFFICE SOLUTIONS INC	2522 E WOODLYN WAY	GREENSBORO	NC	27407-5040	Yes
BUSINESS ESSENTIALS	PO BOX 713	WEST FARGO	ND	58078-0713	Yes
CLUTE OFFICE EQUIPMENT INC	PO BOX 1745	MINOT	ND	58702-1745	Yes
STRATACOM INC	1111 WESTRAC DR S STE 202	FARGO	ND	58103-2384	Yes
SUNDOG	PO BOX 9295	FARGO	ND	58106-9295	Yes
ALL MAKES OFFICE EQUIPMENT CO (OMAHA)	2558 FARNAM ST	OMAHA	NE	68131-3686	Yes
EAKES OFFICE SOLUTIONS	617 W 3RD ST	GRAND ISLAND	NE	68801-5946	Yes
OFFICENET INC	PO BOX 287	FREMONT	NE	68026-0287	Yes
RMH SYSTEMS	PO BOX 3251	OMAHA	NE	68103-0251	Yes
TIGHTON FASTENER & SUPPLY INC	7820 L ST	OMAHA	NE	68127-1836	Yes
BERGMAN INCENTIVES INC	9411 F ST	OMAHA	NE	68127-1215	Yes
PAYLESS OFFICE PRODUCTS	13467 CHANDLER RD	OMAHA	NE	68138-3711	Yes
LATSCHS INC	200 OAKCREEK DR	LINCOLN	NE	68528-1587	Yes
ALL MAKES OFFICE EQUIPMENT CO (LINCOLN)	3333 O ST	LINCOLN	NE	68510-1583	Yes
LINCOLN TOOL & DESIGN CO	5801 N 57TH ST	LINCOLN	NE	68507-3174	Yes
HUTCHESON ENGINEERING PRODUCTS	6405 JOHN J PERSHING DR	OMAHA	NE	68112-3471	Yes
KELLER PRODUCTS INC	41 UNION ST	MANCHESTER	NH	03103-6319	Yes
LDI CORPORATION	3560 LAFAYETTE RD	PORTSMOUTH	NH	03801-6073	Yes
CUBICLE SOLUTIONS INC	8 ROCKINGHAM RD	WINDHAM	NH	03087-1350	Yes
CASEYS EXECUTIVE INTERIORS INC	PO BOX 7070	GREEN BROOK	NJ	08812-7070	Yes
TANNER NORTH JERSEY INC	1251 LAKEWOOD FARMINGDALE RD	HOWELL	NJ	07731-8655	Yes
COMMERCIAL FURNITURE INTERIORS INC	1154 ROUTE 22 W	MOUNTAINSIDE	NJ	07092-2810	Yes
OFFICE DESIGN CONCEPTS	279 WANAQUE AVE	POMPTON LAKES	NJ	07442-2108	Yes
JOSEPH MEYER OFFICE SUPPLIES INC	11-03 ELAINE TERRACE	FAIR LAWN	NJ	07410-5730	Yes
MACO OFFICE SOURCE	1000 KENNEDY BLVD	UNION CITY	NJ	07087-5506	Yes
HERTZ FURNITURE SYSTEMS LLC	170 WILLIAMS DR	RAMSEY	NJ	07446-2907	Yes
BUTLER OFFICE INTERIORS	1545 ROUTE 37 W STE 3	TOMS RIVER	NJ	08755-4985	Yes
E J SCHUSTER OFFICE SUPPLY	1084 BROOK RD	LAKEWOOD	NJ	08701-2108	Yes
WB WOOD	175 MORRISTOWN RD STE 200	BASKING RIDGE	NJ	07920-1655	Yes
CANTON OFFICE FURNITURE	PO BOX 596	EDISON	NJ	08818-0596	Yes
BUSINESS FURNITURE INC (ELIZABETH)	133 RAHWAY AVE	ELIZABETH	NJ	07202-2015	Yes
ARBEE ASSOCIATES	PO BOX 57001	NEWARK	NJ	07101-5701	Yes
BROOKSIDE VENEERS LTD	104 MELRICH RD	CRANBURY	NJ	08512-3511	Yes
DANI LEATHER USA INC	37 IRONIA RD STE 2	FLANDERS	NJ	07836-4422	Yes
BUSINESS ENVIRONMENTS LLC (PARSIPPANY)	7 ENTIN RD STE 201	PARSIPPANY	NJ	07054-5020	Yes
BENDHEIM	61 WILLET ST	PASSAIC	NJ	07055-1901	Yes
BELLIA OFFICE FURNITURE INC	1047 N BROAD ST	WOODBURY	NJ	08096-3565	Yes
FEIGUS OFFICE FURNITURE	2604 ATLANTIC AVE STE 100	WALL	NJ	07719-9740	Yes
SIMALFA ADHESIVES	15 LINCOLN ST	HAWTHORNE	NJ	07506-1423	Yes
WEARBEST WEAVERS LLC	325 MIDLAND AVE	GARFIELD	NJ	07026-1718	Yes
ALLIANCE BUSINESS ENVIRONMENTS INC	38 E RIDGEWOOD AVE STE 186	RIDGEWOOD	NJ	07450-3808	Yes
AMERICAN SILK MILLS LLC	PO BOX 12433	NEWARK	NJ	07101-3533	Yes
DESIGN BRANDS LLC	98 CYPRESS NECK RD	LINCROFT	NJ	07738-1014	Yes
EMMEGI USA INC	20 MURRAY HILL PKWY STE 120	EAST RUTHERFOR	NJ	07073-2183	Yes

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PINNACLE AFFILIATES LLC	600 APGAR DR	SOMERSET	NJ	08873-1180	Yes
COMMERCIAL FURNITURE TRANSPORT INC	100 ENTERPRISE AVE S	SECAUCUS	NJ	07094-1902	Yes
JIORLES OFFICE SUPPLIES	439 S MAIN ST	PHILLIPSBURG	NJ	08865-3030	Yes
HARTMAN OFFICE FURNITURE INC	53 S JEFFERSON RD STE F	WHIPPANY	NJ	07981-1082	Yes
INNOVATIVE COMMERCIAL INTERIORS INC	806 SILVIA ST	WEST TRENTON	NJ	08628-3239	Yes
POINTE INTERNATIONAL	108 FAIRWAY CT	NORTHVALE	NJ	07647-2401	Yes
SYNTHETICS FINISHING	PO BOX 40148	NEWARK	NJ	07101-4001	Yes
BILLTRUST	100 AMERICAN METRO BLVD	HAMILTON	NJ	08619-2319	Yes
NORTH AMERICAN PLYWOOD CORP	777 JEFFERSON RD	PARSIPPANY	NJ	07054-3718	Yes
SEARCH CONSULTANTS OF NORTHERN JERSEY IN	11 E OAK ST	OAKLAND	NJ	07436-2721	Yes
MERLIN INDUSTRIES INC	175 NEWARK AVE	JERSEY CITY	NJ	07302-2859	Yes
KAD ASSOCIATES LLC	1000 WOODBRIDGE CENTER DR STE	WOODBRIDGE	NJ	07095-1315	Yes
JC OFFICE CONSULTANTS	242 UNION AVE	SOMERVILLE	NJ	08876-2621	Yes
ZIROUS INC	PO BOX 18803	NEWARK	NJ	07191-8803	Yes
LEE DISTRIBUTORS INC	PO BOX 447	VERNON	NJ	07462-0447	Yes
UNITED BUSINESS ENVIRONMENTS INC	125 ASIA PL	CARLSTADT	NJ	07072-2412	Yes
INTEGRATED GROUP LLC	125 STATE ST	MOONACHIE	NJ	07074-1402	Yes
CORPORATE FACILITY SERVICES	313 CHURCH ST	SWEDESBORO	NJ	08085-1155	Yes
PARAMOUNT FMS	72 READINGTON RD	BRANCHBURG	NJ	08876-3541	Yes
RETHINK INNOVATIONS	77 ELBO LN	MOUNT LAUREL	NJ	08054-9641	Yes
WORKPLACE INSTALLATION GROUP	450 MURRAY HILL PKWY	EAST RUTHERFOI	NJ	07073-2145	Yes
OFFICE RESOURCES AND DESIGN INC	100 CROMWELL CT	BERKELEY HEIGH	NJ	07922-1826	Yes
UPRIGHT INSTALLATION SERVICES CORP	1000 JEFFERSON AVE	ELIZABETH	NJ	07201-1394	Yes
DABELLA MANAGEMENT GROUP INC	256 UNDERHILL RD	SOUTH ORANGE	NJ	07079-1333	Yes
PLASTIC EXPRESS INC	667 LEHIGH AVE	UNION	NJ	07083-7625	Yes
SELECTIVE DISTRIBUTION	516 SYLVAN AVE	ENGLEWOOD CLI	NJ	07632-3022	Yes
PALISADE COMPLIANCE LLC	88 E MAIN ST STE H310	MENDHAM	NJ	07945-1832	Yes
INTERNET CREATIONS 2000 LLC	2000 WATER VIEW DR STE 100	TRENTON	NJ	08691-1817	Yes
AUTOMATED TAPPING SYSTEMS INC	22 DAVOS RD	BRICK	NJ	08724-4306	Yes
STRAT COMM ASSOCIATES INC	PO BOX 2150	CHERRY HILL	NJ	08034-0159	Yes
BONAFIDE OFFICE SERVICES INC	PO BOX 704	OLD BRIDGE	NJ	08857-0704	Yes
FARRELL FLYNNE LLC	541 WASHINGTON ST	WESTFIELD	NJ	07090-3307	Yes
SEAMATES INTERNATIONAL INC	316 MAIN ST	EAST RUTHERFOI	NJ	07073-1752	Yes
SOURCE ONE OFFICE FURNISHINGS	2300 ENGEL DR NE	ALBUQUERQUE	NM	87107-4451	Yes
NEW MEXICO SCHOOL PRODUCTS	PO BOX 2126	ALBUQUERQUE	NM	87103-2126	Yes
GOODMANS INC	4860 PAN AMERICAN EAST FWY NE	ALBUQUERQUE	NM	87109-2220	Yes
BUSINESS ENVIRONMENTS	5351 WILSHIRE AVE NE	ALBUQUERQUE	NM	87113-1934	Yes
SCHOOL FURNISHINGS UNLIMITED	PO BOX 14278	ALBUQUERQUE	NM	87191-4278	Yes
SANDIA OFFICE SUPPLY INC	5900 MIDWAY PARK BLVD NE	ALBUQUERQUE	NM	87109-5805	Yes
WORKSPACE DYNAMICS INC	4711 LOMAS BLVD NE	ALBUQUERQUE	NM	87110-6233	Yes
BECK TOTAL OFFICE INTERIORS	5300 EAGLE ROCK AVE NE STE A	ALBUQUERQUE	NM	87113-1709	Yes
PARKERS INC OFFICE PRODUCTS	714 W MAIN ST STE C	FARMINGTON	NM	87401-5639	Yes
AK SALES & CONSULTING INC	115 E COUNTRY CLUB RD	ROSWELL	NM	88201-6520	Yes
DALVEY DESIGN INC	5173 S EASTERN AVE	LAS VEGAS	NV	89119-2304	Yes
RENO BUSINESS INTERIORS	427 RIDGE ST STE D	RENO	NV	89501-1738	Yes
ARENSON OFFICE FURNISHINGS INC	1115 BROADWAY FL 6	NEW YORK	NY	10010-3456	Yes
RIDGEWOOD OFFICE PRODUCTS CENTER INC	6716 FRESH POND RD	RIDGEWOOD	NY	11385-4545	Yes
OFFICE FURNITURE WAREHOUSE INC (ISLANDIA)	3108 EXPRESSWAY DR S	ISLANDIA	NY	11749-5013	Yes
EMPIRE OFFICE EQUIPMENT	105 MADISON AVE FL 15	NEW YORK	NY	10016-7418	Yes
SYRACUSE OFFICE ENVIRONMENTS	375 ERIE BLVD W	SYRACUSE	NY	13202-1011	Yes
MAHARAM FABRIC CORP	45 RASONS CT	HAUPPAUGE	NY	11788-4238	Yes
WALDNERS BUSINESS ENVIRONMENTS	125 ROUTE 110	FARMINGDALE	NY	11735-4804	Yes
MID CITY OFFICE EQUIPMENT INC	2495 MAIN ST STE 240	BUFFALO	NY	14214-2156	Yes
OFFICE EQUIPMENT CO (STATEN ISLAND)	2366 FOREST AVE	STATEN ISLAND	NY	10303-1508	Yes
THE SYRACUSE BUSINESS CENTER INC	750 W GENESEE ST	SYRACUSE	NY	13204-2306	Yes
THATCHER LESS EXPRESS INC	255 W 36TH ST STE 1402	NEW YORK	NY	10018-7579	Yes

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TERRANCE HUNT STUDIO INC	5750 S LIMA RD	AVON	NY	14414-9791	Yes
PROFTECH LLC	200 CLEARBROOK RD STE 177	ELMSFORD	NY	10523-1317	Yes
PROFESSIONAL COMMERCIAL FURNISHINGS INC	807 CASTLETON AVE	STATEN ISLAND	NY	10310-1804	Yes
MEADOWS OFFICE INTERIORS	71 W 23RD ST FL 2	NEW YORK	NY	10010-3520	Yes
OFFICE FURNITURE DIRECT INC	1240 ROUTE 110	FARMINGDALE	NY	11735-3910	Yes
DAVIES OFFICE REFURBISHING INC	40 LOUDONVILLE RD	ALBANY	NY	12204-1513	Yes
BUFFALO OFFICE INTERIORS INC	1418 NIAGARA ST	BUFFALO	NY	14213-1302	Yes
EATON OFFICE SUPPLY CO INC	180 JOHN GLENN DR	AMHERST	NY	14228-2228	Yes
FORUM STAFFING SERVICES	260 MADISON AVE STE 200	NEW YORK	NY	10016-2401	Yes
LANE OFFICE FURNITURE INC	256 W 38TH ST FL 5	NEW YORK	NY	10018-5807	Yes
LANGIT & ASSOCIATES INC	5 CONNING AVE	MIDDLETOWN	NY	10941-1504	Yes
MERKEL DONOHUE	106 DESPATCH DR STE 2	EAST ROCHESTER	NY	14445-1448	Yes
MILLINGTON LOCKWOOD INC	3901 GENESEE ST STE 800	BUFFALO	NY	14225-1954	Yes
ALLIANCE DOOR & HARDWARE INC	55 ALLIANCE DR STE 1	ROCHESTER	NY	14623-3188	Yes
AMERICAN DOUGLAS METALS INC	99 BUD MIL DR	BUFFALO	NY	14206-1801	Yes
GARY BAUER CONSTRUCTION	2262 COUNTY ROUTE 90	WAYLAND	NY	14572-9503	Yes
BELANGERS GRAVEL & STONE INC	2342 WEARKLEY RD	WAYLAND	NY	14572-9582	Yes
BRADLEY SUPPLY INC	25 TRANSIT DR	HORNELL	NY	14843-2268	Yes
CHAMBERLIN RUBBER CO INC	PO BOX 22700	ROCHESTER	NY	14692-2700	Yes
CHARGE & RIDE INC	4701 VERNON BLVD	LONG ISLAND CIT	NY	11101-5408	Yes
CHRISTI PLASTICS INC	215 TREMONT ST	ROCHESTER	NY	14608-2393	Yes
DAVES SHARPENING & SALES	2970 COUNTY RTE. 6	COHOCTON	NY	14826-9796	Yes
DB WEBB INC	2085 STATE ROUTE 20A	LEICESTER	NY	14481-9735	Yes
E & I COOPERATIVE SERVICES INC	450 WIRELESS BLVD	HAUPPAUGE	NY	11788-3934	Yes
FARO INDUSTRIES INC	340 LYELL AVE	ROCHESTER	NY	14606-1632	Yes
FM OFFICE EXPRESS INC	106 DESPATCH DR # 2	E ROCHESTER	NY	14445-1448	Yes
SELBY FURNITURE HARDWARE CO INC	321 RIDER AVE	BRONX	NY	10451-6007	Yes
WORKFIT MEDICAL LLC	1160 CHILI AVE	ROCHESTER	NY	14624-3035	Yes
CUSTOM LASER INC	4903 I D A PARK DR	LOCKPORT	NY	14094-1833	Yes
SCHOOL FURNITURE & INTERIORS LLC	PO BOX 20323	ROCHESTER	NY	14602-0323	Yes
TECH VALLEY OFFICE INTERIORS INC	30 KRAFT AVE	ALBANY	NY	12205-5463	Yes
METROPOLITAN CONTRACT FURNITURE OF NEW	266 BELLS POND RD	HUDSON	NY	12534-4545	Yes
STONEHILL SALES & SERVICES LLC	32 HEATHER LN	MIDDLETOWN	NY	10940-7203	Yes
GENESEE METAL PRODUCTS	119 E MAIN ST	CUBA	NY	14727-1148	Yes
INSLEY MCENTEE EQUIPMENT CO INC	1112 EMERSON ST	ROCHESTER	NY	14606-3003	Yes
LAKE COUNTRY WOODWORKERS LTD	PO BOX 400	NAPLES	NY	14512-0400	Yes
MERCURY PRINT PRODUCTIONS INC	2332 INNOVATION WAY BLDG 4	ROCHESTER	NY	14624-6225	Yes
IMG INK	825 MAIN ST	BUFFALO	NY	14203-1216	Yes
NORTH CREEK WOODWORKS LTD	30 SOMERTON ST	ROCHESTER	NY	14607-3028	Yes
COLECRAFT COMMERCIAL FURNISHINGS	1021 ALLEN ST	JAMESTOWN	NY	14701-2301	Yes
TECHNI CLEAN CORPORATION	200 LEXINGTON AVE FL 1	NEW YORK	NY	10016-6112	Yes
TWENTY-FOUR 7 CONTRACTING CORP	260 W 35TH ST STE 802	NEW YORK	NY	10001-2528	Yes
FURNITURE PRO CORP	6 WAYNE RD STE 1B	SPRING VALLEY	NY	10977-1407	Yes
FURNITUREWISE INC	426 E STATE ST	LONG BEACH	NY	11561-2323	Yes
GETGO MESSENGER SERVICE INC	5731 COOPER AVE	RIDGEWOOD	NY	11385-6030	Yes
IDEAL ELECTRIC & HVAC CO INC	235 INDIA ST	BROOKLYN	NY	11222-1803	Yes
STANDARD COMMERCIAL INTERIORS	107 CHAMPLAIN ST	ALBANY	NY	12204-2606	Yes
THE OFFICEWORX SOURCE INC	687 OLD WILLETS PATH	HAUPPAUGE	NY	11788-4118	Yes
NEW YORK DESIGN CENTER INC	200 LEXINGTON AVE	NEW YORK	NY	10016-6255	Yes
RAY YOUNG	99 LAF A LOT RD	WAYLAND	NY	14572-9438	Yes
TOWN HOUSE SPECIALTY CLEANING CO	242 W 36TH ST RM 601	NEW YORK	NY	10018-8967	Yes
LJ DUFFY INC	150 W 30TH ST FRNT 4	NEW YORK	NY	10001-4161	Yes
TAYLOR HODSON STAFFING	133 W 19TH ST FL 2	NEW YORK	NY	10011-4117	Yes
METRO GRAPHICS	4879 OLD BUFFALO RD	WARSAW	NY	14569-9562	Yes
WILKINS ULTRA PURE LLC	PO BOX 98	HORNELL	NY	14843-0098	Yes
ROI OFFICE INTERIORS INC	144 HANGAR RD	ROME	NY	13441-4116	Yes

M/W/SBE Participation Plan

Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
IMCO INC	15 TURNER DR	SPENCERPORT	NY	14559-1930	Yes
MARILYN GELLER	319 STONEWALL RD	CHATHAM	NY	12037-9794	Yes
PHOENIX METAL	245 HARRISON ST	JAMESTOWN	NY	14701-6901	Yes
ELMIRA STAMPING & MANUFACTURING CORP	1704 CEDAR ST	ELMIRA	NY	14904-3001	Yes
JEREMY FRECHETTE PHOTOGRAPHY INC	52 RIVERSIDE DR APT 6C	NEW YORK	NY	10024-6510	Yes
SHOPLET.COM	39 BROADWAY FL 20	NEW YORK	NY	10006-3003	Yes
FREDERIC W COOK & CO INC	90 PARK AVE FL 35	NEW YORK	NY	10016-1301	Yes
PRENTICE OFFICE ENVIRONMENTS	472 FRANKLIN ST	BUFFALO	NY	14202-1302	Yes
CAMPION INC	152 MADISON AVE RM 900	NEW YORK	NY	10016-5472	Yes
EFM DESIGNS LTD	588 BROADWAY RM 702	NEW YORK	NY	10012-5242	Yes
FANCHER CHAIR CO INC	121 S WORK ST	FALCONER	NY	14733-1433	Yes
DRB BUSINESS INTERIORS INC	153 REGENT ST	SARATOGA SPRIN	NY	12866-4370	Yes
GENESEE OFFICE INTERIORS INC	565 BLOSSOM RD STE H	ROCHESTER	NY	14610-1859	Yes
JVN SYSTEMS	100A E JEFRYN BLVD	DEER PARK	NY	11729-5714	Yes
CROWN DELIVERY & LOGISTICS INC	PO BOX 76	NEW YORK	NY	10018-0002	Yes
THE TELCAR GROUP	25 ANDREA RD	HOLBROOK	NY	11741-4310	Yes
SANFORD INDUSTRIAL CONTRACTORS INC	PO BOX 25072	FARMINGTON	NY	14425-0072	Yes
SMITH MCDONALD CORP	1270 NIAGARA ST	BUFFALO	NY	14213-1502	Yes
TODD BRACHER STUDIO LLC	63 FLUSHING AVE UNIT 195	BROOKLYN	NY	11205-1072	Yes
MOTO FILMS LLC	140 METROPOLITAN AVE NO 6	BROOKLYN	NY	11249-3921	Yes
NUGGET HILL LLC	PO BOX 367	WAYLAND	NY	14572-1113	Yes
ENVOY ENVIRONMENTAL CONSULTANTS INC	57 AMBROSE ST	ROCHESTER	NY	14608-1215	Yes
AR KROPP CO & SONS	1515B 5TH INDUSTRIAL CT	BAY SHORE	NY	11706-3401	Yes
LEGENDARY INC LLC	PO BOX 1561	WESTHAMPTON	NY	11978-7561	Yes
PARTYMAN LLC	1515 W HENRIETTA RD	AVON	NY	14414-9409	Yes
BUSINESS MANAGEMENT INTERNATIONAL INC	529 W 42ND ST FL 4 STE L	NEW YORK	NY	10036-6220	Yes
MIDRE MECHANICAL CORP	6001 NORTHERN BLVD	WOODSIDE	NY	11377-2226	Yes
HUNT COUNTRY COMPONENTS LTD	44 FINCH RD	NORTH SALEM	NY	10560-1507	Yes
NORTHEAST INDUSTRIAL TECHNOLOGIES	PO BOX 55	LE ROY	NY	14482-0055	Yes
AC DESK CO INC	249 ELM PL	MINEOLA	NY	11501-2952	Yes
GEER DUNN OFFICE FURNITURE DIV	309 PRENDERGAST AVE	JAMESTOWN	NY	14701-5317	Yes
SMIDGENS INC	7336 COMMUNITY DR	LIMA	NY	14485-9772	Yes
SECURITY BY DESIGN	155 SULLIVAN LN	WESTBURY	NY	11590-3221	Yes
CURRAN & CONNORS INC	140 ADAMS AVE STE 20C	HAUPPAUGE	NY	11788-3618	Yes
DAVID G ROSEN INC	25 S SERVICE RD	JERICHO	NY	11753-1054	Yes
CARNEGIE TEXTILES	110 N CENTRE AVE	ROCKVILLE CENTI	NY	11570-3934	Yes
ACCENT COMMERCIAL FURNITURE INC	3 INTERSTATE AVE	ALBANY	NY	12205-5331	Yes
ATLANTIC GROUP FPPM INC, THE	1156 AVE OF THE AMERICAS FL 9	NEW YORK	NY	10036-2702	Yes
MONARCH METAL FABRICATION	1625 SYCAMORE AVE	BOHEMIA	NY	11716-1728	Yes
RELIABLE CLEANING INC	57 RUSSELL RD	GARDEN CITY	NY	11530-1933	Yes
MARK POLLACK AND ASSOCIATES INC	150 VARICK ST	NEW YORK	NY	10013-1218	Yes
PREMIER SUPPLIES USA INC	460 W 34TH ST	NEW YORK	NY	10001	Yes
CAITLIN OFFICE INTERIORS	515 N MAIN ST	NEWARK	NY	14513-1162	Yes
TOMPKINS METAL FINISHING INC	6 APOLLO DR	BATAVIA	NY	14020-3002	Yes
MDA SOLUTIONS	3445 WINTON PL STE 215	ROCHESTER	NY	14623-2950	Yes
APEX ARIDYNE CORP	MILLBERG FACTORS	NEW YORK	NY	10016-1589	Yes
ASSOCIATED INDUSTRIAL RIGGERS CORP	5854 BUTTERNUT DR	EAST SYRACUSE	NY	13057-9513	Yes
QUALITY OFFICE ENVIRONMENTS	127 MAIN ST	GENESEO	NY	14454-1261	Yes
LBS FURNITURE SOLUTIONS LLC	8 CLEARVIEW DR	SPENCERPORT	NY	14559-1118	Yes
COMPAK NY CORPORATION	14727 175TH ST	JAMAICA	NY	11434-5462	Yes
DICKARD WIDDER INDUSTRIES INC	5602 MASPETH AVE	MASPETH	NY	11378-2248	Yes
BUCKPITT & CO INC	88 UNIVERSITY AVE	ROCHESTER	NY	14605-2928	Yes
ICE SYSTEMS INC	PO BOX 11126	HAUPPAUGE	NY	11788-0934	Yes
BATTERY POWER SYSTEMS INC	6838 ELLICOTT DR STE 6	EAST SYRACUSE	NY	13057-1043	Yes
JOHN PETERS PHOTOGRAPHY	825 MAIN ST	BUFFALO	NY	14203-1216	Yes
SUNSET ROOFING LLC	3220 LEHIGH ST	CALEDONIA	NY	14423-1078	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
ELASTICCO LLC	363 PROSPECT AVE # 1	BROOKLYN	NY	11215-5519	Yes
AL-LEE INSTALLATIONS INC	237 W 35TH ST STE 200	NEW YORK	NY	10001-1905	Yes
HUMMELS OFFICE EQUIPMENT INC	PO BOX 351	HERKIMER	NY	13350-0351	Yes
CARONE PAINTING INC	19 FULTON ST	DANSVILLE	NY	14437-1422	Yes
AMERICAN PRINTING & OFFICE SUPPLIES	867 FLATBUSH RD	KINGSTON	NY	12401-7315	Yes
SAFE DRIVER SOLUTIONS	6653 WOODRUFF RD	LIMA	NY	14485-9429	Yes
KANANI MAHELONA DESIGN CONSULTANT	515 W 52ND ST APT 21N	NEW YORK	NY	10019-5279	Yes
HARDEN FURNITURE LLC	8550 MILL POND WAY	MC CONNELLSVIL	NY	13401-1800	Yes
EPIC 919 LLC	15 WATTS ST FL 5	NEW YORK	NY	10013-1677	Yes
INSCAPE OFFICE SPECIALTY	221 LISTER AVE	FALCONER	NY	14733-1459	Yes
ECOVATIVE DESIGN LLC	70 COHOES AVE	GREEN ISLAND	NY	12183-1519	Yes
CORR DISTRIBUTORS INC	89 PEARCE DR	BUFFALO	NY	14226-4933	Yes
B-I-L OFFICE FURNITURE INC	6165 METROPOLITAN AVE	MIDDLE VILLAGE	NY	11379-1602	Yes
KATHLEEN A COLSON ASSOCIATES INC	127 SHADOW WOOD DR	EAST AMHERST	NY	14051-1735	Yes
EVERCORE GROUP LLC	55 E 52ND ST	NEW YORK	NY	10055-0002	Yes
FACILITIES INSTALLATION RELOCATION & MANA(	PO BOX 880	HONEOYE	NY	14471-0880	Yes
MANHATTAN HOME DESIGN	325 W 38TH ST STE 404	NEW YORK	NY	10018-9660	Yes
ARLOTT OFFICE PRODUCTS INC	820 CHARLOTTE ST	UTICA	NY	13501-2913	Yes
T F NUGENT INC	10 ROCKEFELLER PLZ	NEW YORK	NY	10020-1903	Yes
ERIN RUBY DESIGN LLC	PO BOX 20451	NEW YORK	NY	10025-1520	Yes
RAY BLOCK STATIONERY COMPANY INC, THE	3 PLAINFIELD AVE	FLORAL PARK	NY	11001-2130	Yes
SERVEX US	1838 2ND AVE	NEW YORK	NY	10128-3861	Yes
EVENING STAR COFFEE ROASTERS LLC	24 BRIDGE CIR	AVON	NY	14414-9792	Yes
WATER STREET BRASS	PO BOX 463	LAKEWOOD	NY	14750-0463	Yes
ANDREA BRIZZI PHOTOGRAPHY	PO BOX 20201	NEW YORK	NY	10014-0710	Yes
VALLEY ENERGY SERVICES LLC	10121 POAGS HOLE RD	DANSVILLE	NY	14437-9580	Yes
SWARTHOUT RECYCLING LLC	1514 COUNTY ROAD 19	BEAVER DAMS	NY	14812-9719	Yes
IPREO LLC	1359 BROADWAY FL 2	NEW YORK	NY	10018-7123	Yes
GHISLAINE VINAS STUDIOS	139 FULTON ST RM 807	NEW YORK	NY	10038-2532	Yes
MARY BAYER DESIGN	97 VICTOR MENDON RD	MENDON	NY	14506-9715	Yes
OFFICE SOLUTION GROUP LLC	28 W 36TH ST FL 4	NEW YORK	NY	10018-8006	Yes
NOVITA COMMUNICATIONS	277 BROADWAY STE 201	NEW YORK	NY	10007-2040	Yes
ARPA USA INC	62 GREENE ST	NEW YORK	NY	10012-4346	Yes
WS&A	172 E 4TH ST APT 12F	NEW YORK	NY	10009-7317	Yes
QUEST ASSOCIATES	25 CHATHAM CT	ORCHARD PARK	NY	14127-2081	Yes
WORKPLACE INTERIORS LLC	400 PACKETTS LANDING	FAIRPORT	NY	14450-1576	Yes
THOMAS M AMATO	5102 21ST ST FL 5	LONG ISLAND CIT	NY	11101-5838	Yes
KURT BROWNELL PHOTOGRAPHY	72 CASCADE DR	ROCHESTER	NY	14614-1143	Yes
TRUTH COLLECTIVE LLC	12 AQUEDUCT ST STE 100	ROCHESTER	NY	14614-1927	Yes
DELTA HARDWOOD FLOORING	6804 STOKES WESTERNVILLE RD	AVA	NY	13303-1712	Yes
ABC FIRE LIFE SAFETY INC	2450 47TH ST	ASTORIA	NY	11103-1010	Yes
NORTHEAST BUSINESS INTERIORS LLC	187 MARGARET ST STE A	PLATTSBURGH	NY	12901-1837	Yes
DUNN AND RICE DESIGN INC	16 GOODMAN ST N STE 100	ROCHESTER	NY	14607-1554	Yes
THE FINISHING LINE CO	PO BOX 135	LEROY	NY	14482-0135	Yes
GANGI PLUMBING & HEATING CONTRACTORS IN	6901 10TH AVE	BROOKLYN	NY	11228-1201	Yes
D TRAYNOR ELECTRICAL CORP	372 8TH AVE	NEW YORK	NY	10001-4849	Yes
DANSVILLE LOGGING AND LUMBER CORP	10903 ROUTE 36	DANSVILLE	NY	14437-9444	Yes
LANDINO EXCAVATING	106 N LACKAWANNA ST	WAYLAND	NY	14572-1132	Yes
EAST PATTERN & MODEL CORP	769 TRABOLD RD	ROCHESTER	NY	14624-2547	Yes
ALLE DESIGNS LLC	PO BOX 961	AMHERST	NY	14226-0961	Yes
JAMESTOWN CONTAINER CORPORATION	PO BOX 14	JAMESTOWN	NY	14702-0014	Yes
N & S BUSINESS INTERIORS	23 IRON MOUNTAIN RD	WARWICK	NY	10990-3308	Yes
OMNI SECURITY ROCHESTER INC	1425 MOUNT READ BLVD STE 250	ROCHESTER	NY	14606-2844	Yes
WALTER COLLEY IMAGES INC	174 GRIFFITH ST	ROCHESTER	NY	14607-3515	Yes
BUTLER CONTRACTING LLC	112 FRONT ST	HORNELL	NY	14843-2229	Yes
ENVIRONMENTAL CONSTRUCTION GROUP INC	PO BOX 485	WAYLAND	NY	14572-0485	Yes

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SPECTOR GROUP	183 MADISON AVE RM 201	NEW YORK	NY	10016-4404	Yes
JAM CONSULTANTS INC	104 W 29TH ST FL 9	NEW YORK	NY	10001-5310	Yes
KELLEY DRYE & WARREN LLP	101 PARK AVE	NEW YORK	NY	10178-0002	Yes
CFS ENGINEERING PC	228 E 45TH ST FL 5	NEW YORK	NY	10017-3303	Yes
ARCHSTONE BUILDERS LLC	242 W 30TH ST RM 1003	NEW YORK	NY	10001-1015	Yes
INTERNATIONAL WAREHOUSE GROUP INC	290 SPAGNOLI RD	MELVILLE	NY	11747-3519	Yes
BRAD ASCALON STUDIO LLC	342 E 84TH ST APT 4	NEW YORK	NY	10028-4431	Yes
STUDIOFYNN LLC	37 SCHILDBACH RD	POUND RIDGE	NY	10576-1450	Yes
CRS - CORPORATE RELOCATION SYSTEMS INC	6454 MAURICE AVE	MASPETH	NY	11378-1335	Yes
JET X DELIVERY	270 BUELL RD	ROCHESTER	NY	14624-3100	Yes
HILTON SPENCERPORT EXPRESS INC	PO BOX 55	KENDALL	NY	14476-0055	Yes
52X CONSULTING LLC	33 E 20TH ST FL 3	NEW YORK	NY	10003-1351	Yes
BECKERS POULTRY FARM	11789 SCHRADER RD	WAYLAND	NY	14572-9708	Yes
AB FLOWTEK	PO BOX 23317	ROCHESTER	NY	14692-3317	Yes
ALAN MARGOLIN & ASSOCIATES CONSULTING EN	420 LEXINGTON AVE RM 2738	NEW YORK	NY	10170-2739	Yes
THE PARRINELLO LAW FIRM LLP	36 W MAIN ST STE 400	ROCHESTER	NY	14614-1707	Yes
STUDIO OFFICE SOLUTIONS LLC	DO NOT USE	NEW YORK	NY	10036-5465	Yes
AP PROFESSIONALS OF ROCHESTER LLC	PO BOX 8000	BUFFALO	NY	14267-0002	Yes
SECOND MILO WOODCRAFT	3049 ROUTE 14A	PENN YAN	NY	14527-8735	Yes
FOCAL POINT ARCHITECTURE	498 7TH AVE FL 17	NEW YORK	NY	10018-6798	Yes
MOLDOW ASSOCIATES INC	96 ATLANTIC AVE STE 202	LYNBROOK	NY	11563-3461	Yes
JACOMB LLC	1175 PITTSFORD VICTOR RD STE 12(	PITTSFORD	NY	14534-3831	Yes
IGNELZI INTERIORS INC	9805 217TH ST	QUEENS VILLAGE	NY	11429-1234	Yes
OMNI ELEVATOR CORPORATION	41 CHESTNUT ST	ROCHESTER	NY	14604-2303	Yes
SPIRION LLC	641 LEXINGTON AVE FL 13	NEW YORK	NY	10022-4503	Yes
JIM TESTANI TENT RENTALS	1091 COUNTY ROUTE 53	ARKPORT	NY	14807-9341	Yes
STEARNS POULTRY FARM	900 ROUTE 244	ALFRED STATION	NY	14803-9761	Yes
ADVANTAGE CLEANING SERVICES INC	24A PARK DR	HORNELL	NY	14843-2213	Yes
RICKS MEASURING MACHINE SERVICES	7 PRECHTL CT	MILLER PLACE	NY	11764-2821	Yes
NEVILLE MFG SVCS & DIST INC	2320 CLINTON ST	BUFFALO	NY	14227-1735	Yes
CONDUCTOR ELECTRICAL SERVICES	286 E 236TH ST	BRONX	NY	10470-2114	Yes
GLADSTONE PLACE PARTNERS LLC	485 MADISON AVE FL 4	NEW YORK	NY	10022-5820	Yes
RICKS PAINTING & DECORATING CORP	1357 BROADWAY STE 524	NEW YORK	NY	10018-7101	Yes
SIMPLY AUTUMN CAFE & RESTAURANT INC	6 N MAIN ST	WAYLAND	NY	14572-1032	Yes
FINE INTERIORS INC	838 MCLEAN AVE	YONKERS	NY	10704-3924	Yes
HEALTH & EDUCATIONAL EQUIPMENT CORP	1371 CHURCH ST STE 5	BOHEMIA	NY	11716-5026	Yes
NOWNAO INC	100 N 3RD ST APT 4E	BROOKLYN	NY	11249-3913	Yes
PHILLIPS CONSULTING FIRM INC	807 CASTLETON AVE	STATEN ISLAND	NY	10310-1804	Yes
MODERN COATING & RESEARCH INC	400 E MAIN ST	PALMYRA	NY	14522-1132	Yes
SEAMLESS DECORATING	1533 CREEK ST	ROCHESTER	NY	14625-1159	Yes
SERVICEMASTER BY PAGANO	38 CHAPEL ST	MOUNT MORRIS	NY	14510-1204	Yes
BETH DICKSTEIN ENTERPRISES	665 BROADWAY STE 704	NEW YORK	NY	10012-2330	Yes
MICHAEL J HEIMAN	1627 COUNTY ROUTE 90	DANSVILLE	NY	14437-9469	Yes
THE MARKETING COLLABORATIVE	529 ROBINDALE DR	WEBSTER	NY	14580-4083	Yes
CERUTTI + CO LLC	35 E 85TH ST APT 10B	NEW YORK	NY	10028-0964	Yes
PAUL GODWIN PHOTOGRAPHY	92 PINEHURST AVE APT 4J	NEW YORK	NY	10033-1710	Yes
SHENOUDA ASSOCIATES INC	52 CAVERSHAM WOODS	PITTSFORD	NY	14534-2888	Yes
TOP NOTCH COURIERS INC	176 RIVINGTON ST	NEW YORK	NY	10002-2515	Yes
CAST INDUSTRIES LLC	303 TREMONT ST	ROCHESTER	NY	14608-2314	Yes
HAGER ENGINEERING	8298 OAK HILL RD	ARKPORT	NY	14807-9343	Yes
BENNETT CAREY COLLISION LLC	63328 STATE ROUTE 415	COHOCTON	NY	14826-9686	Yes
ST VINCENT PRESS	250 CUMBERLAND ST STE 100	ROCHESTER	NY	14605-2847	Yes
VRD CONTRACTING INC	25 ANDREA RD	HOLBROOK	NY	11741-4310	Yes
SOS SECURITY LLC	PO BOX 21577	NEW YORK	NY	10087-1577	Yes
JABBRRBOX LLC	4545 CENTER BLVD APT 2413	LONG ISLAND CIT	NY	11109-5950	Yes
CANFIELD & TACK INC	925 EXCHANGE ST	ROCHESTER	NY	14608-2802	Yes

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JEREMY GARCIA	800 RED MILLS RD	WALLKILL	NY	12589-3281	Yes
INSTALLRITE SYSTEMS	325 PARK AVE	ROCHESTER	NY	14607-2700	Yes
FOOSSA LLC	33 IRVING PL FL 3	NEW YORK	NY	10003-2332	Yes
FRONT STAGE SOUND INC	2586 42ND ST	ASTORIA	NY	11103-2806	Yes
MATTHEW BEDNARZ	5328 GROVELAND RD	GENESEO	NY	14454-9549	Yes
WOODLAND INTL TRANSPORT CO INC	1979 MARCUS AVE STE 214	NEW HYDE PARK	NY	11042-1002	Yes
YOUNG & COMPANY CPAS LLP	1425 JEFFERSON RD	ROCHESTER	NY	14623-3139	Yes
MEC USA INC	1053 E 13TH ST APT D6	BROOKLYN	NY	11230-4249	Yes
BUTLER EXCAVATING & CONCRETE	1623 COUNTY ROUTE 109	HORNELL	NY	14843-9417	Yes
C&R FOOD SERVICE INC	PO BOX 280	MOUNT MORRIS	NY	14510-0280	Yes
PIVOTAL SOLUTIONS INC	3 GRACE AVE STE 162	GREAT NECK	NY	11021-2400	Yes
DESIGNER PAGES TECHNOLOGIES	22 W 21ST ST FL 5	NEW YORK	NY	10010-6944	Yes
HOWARD WECHSLER	67 WILLIAM ST	ROCKVILLE CENTI	NY	11570-2527	Yes
COP SECURITY INC	1200A SCOTTSVILLE RD STE 390D	ROCHESTER	NY	14624-5711	Yes
DINOSAW INC	340 POWER AVE	HUDSON	NY	12534-2447	Yes
SUPPLY CHIMP	228 PARK AVE S #36842	NEW YORK	NY	10003-1502	Yes
DYNAMIC SAW INC	263 RANSOM RD	LANCASTER	NY	14086-9633	Yes
JULIENNE KATHERINE TARASKA	295 SAINT MARKS AVE APT 3A	BROOKLYN	NY	11238-3642	Yes
KGFARE CATERING & EVENTS LLC	367 W 35TH ST APT 2	NEW YORK	NY	10001-1718	Yes
RBE ASSOCIATES LLC	157 PLEASANT WAY	PENFIELD	NY	14526-2223	Yes
NHEGA LLC	740 BROADWAY STE 604	NEW YORK	NY	10003-9518	Yes
MULLEN INDUSTRIAL HANDLING CORP	PO BOX 246	EAST SYRACUSE	NY	13057-0246	Yes
THE BERMAN GROUP	380 LEXINGTON AVE RM 1920	NEW YORK	NY	10168-1998	Yes
RICH BRILLIANT WILLING	67 34TH ST UNIT 5	BROOKLYN	NY	11232-2010	Yes
SJB SERVICES INC	5167 S PARK AVE	HAMBURG	NY	14075-1503	Yes
R3 COMMUNICATIONS	328 FRANLEE LN	VICTOR	NY	14564-9271	Yes
SK WORLDWIDE LTD	1227 MAIN ST STE 103	PORT JEFFERSON	NY	11777-2227	Yes
NYC UBER RUSH LLC	255 W 36TH ST RM 506	NEW YORK	NY	10018-7731	Yes
OATKA CREEK PROPERTY MAINTENANCE	6229 OATKA RD	PERRY	NY	14530-9548	Yes
ROSNER ORTMAN & MOSS PARTNERS LLC	CAXTON BUILDING 812 HURON RD I	CLEVELAND	OH	44115-1172	Yes
SEAGATE OFFICE PRODUCTS	1044 HAMILTON DR	HOLLAND	OH	43528-8210	Yes
ENGINEERED PROFILES LLC	2141 FAIRWOOD AVE	COLUMBUS	OH	43207-1753	Yes
OFFICE FURNITURE SOURCE	2920 E KEMPER RD	CINCINNATI	OH	45241-1822	Yes
STAFAST PRODUCTS	PO BOX 932481	CLEVELAND	OH	44193-0013	Yes
PROJECTMATRIX CORPORATION	11240 CORNELL PARK DR STE 102	BLUE ASH	OH	45242-1800	Yes
NCS	PO BOX 24101	CLEVELAND	OH	44124-0101	Yes
DORN COLOR INC	11555 BEREA RD	CLEVELAND	OH	44102-3522	Yes
QUALITY THREAD & NOTIONS CO	PO BOX 39307	SOLON	OH	44139-0307	Yes
CLARA I BROWN INTERIORS INC	5305 COURTNEY PL	COLUMBUS	OH	43235-3474	Yes
CHARLES RITTER CO	35 W 6TH ST	MANSFIELD	OH	44902-1038	Yes
BORDEN OFFICE EQUIPMENT CO	141 N 5TH ST	STEUBENVILLE	OH	43952-2127	Yes
KING BUSINESS INTERIORS INC	1400 GOODALE BLVD STE 102	COLUMBUS	OH	43212-3777	Yes
FALLS COMMUNICATIONS	FLR 50 PUBLIC SQ FL 25	CLEVELAND	OH	44113-2299	Yes
INTERSTATE CHEMICAL CO INC	PO BOX 931412	CLEVELAND	OH	44193-1573	Yes
NORTHERN CONTOURS INC	PO BOX 714975	COLUMBUS	OH	43271-4975	Yes
PLYTECH CORP	PO BOX 633778	CINCINNATI	OH	45263-3778	Yes
RAFTERY DESIGN INC	4864 WALTHAM CROSSING AVE NW	CANTON	OH	44718-1595	Yes
HOLLAND ASSOCIATES LLC	316 W 4TH ST STE 201	CINCINNATI	OH	45202-2675	Yes
SEIBOLD BAKER ASSOC	122 W FRONT ST STE H	PERRYSBURG	OH	43551-1467	Yes
INNOVATIVE OFFICE SOLUTIONS INC	8016 INDUSTRIAL DR	MARIA STEIN	OH	45860-9546	Yes
OFFICE PARTNERS LLC	826 E EDGERTON ST	BRYAN	OH	43506-1412	Yes
KREBER	2580 WESTBELT DR	COLUMBUS	OH	43228-3827	Yes
AMERICAN INTERIORS INC	302 S BYRNE RD BLDG 100	TOLEDO	OH	43615-6208	Yes
SHAFFER METAL FAB INC	2031 COMMERCE DR	SIDNEY	OH	45365-9393	Yes
AMERICAN VENEER EDGEBANDING CO	1700 JAMES PKWY	HEATH	OH	43056-4027	Yes
INTERIOR INSTALLATIONS INC	6299 BUSCH BLVD	COLUMBUS	OH	43229-1801	Yes

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DUPLER OFFICE	330 W SPRING ST	COLUMBUS	OH	43215-7317	Yes
ROLL-KRAFT	PO BOX 74003	CLEVELAND	OH	44194-4003	Yes
SHIPLEYS OFFICE SUPPLY & FURNITURE INC	10 N FOSTER ST	NORWALK	OH	44857-1502	Yes
M BOHLKE VENEER CORP	8375 N GILMORE RD	FAIRFIELD	OH	45014-2101	Yes
GMI COMPANIES	2999 HENKLE DR	LEBANON	OH	45036-9260	Yes
KEN ALTIERO & ASSOCIATES INC	1584 TAMARISK TRL	POLAND	OH	44514-3632	Yes
CROWN CREDIT COMPANY	PO BOX 640352	CINCINNATI	OH	45264-0352	Yes
TEMPLE SQUARE INTERIORS	641 W MARKET ST	AKRON	OH	44303-1411	Yes
DIX & EATON INCORPORATED	200 PUBLIC SQ STE 3900	CLEVELAND	OH	44114-2322	Yes
OSUPPLIES.COM	3911 VENICE RD	SANDUSKY	OH	44870-8115	Yes
MAYFRAN INTERNATIONAL INC	6650 BETA DR	CLEVELAND	OH	44143-2352	Yes
NICOLA GUDBRANSON AND COOPER LLC	25 W PROSPECT AVE STE 1400	CLEVELAND	OH	44115-1048	Yes
SPECTRACAM LLC	1112 RACE DR	TROY	OH	45373-4228	Yes
OPEN SYSTEMS TECHNOLOGIES DE LLC	PO BOX 72596	CLEVELAND	OH	44192-0002	Yes
COLBY MACHINE CO	7591 W VERSAILLES RD	COVINGTON	OH	45318-9633	Yes
ROBOTS AND PENCILS LP	1215 SUPERIOR AVE E STE M25	CLEVELAND	OH	44114-3282	Yes
FRENCH OIL MILL MACHINERY CO	PO BOX 920	PIQUA	OH	45356-0920	Yes
PHILPOTT RUBBER & PLASTICS	1010 INDUSTRIAL PKWY N	BRUNSWICK	OH	44212-4318	Yes
ANDERSON-BOLDS	24050 COMMERCE PARK	BEACHWOOD	OH	44122-5833	Yes
RAFTER EQUIPMENT CORP	12430 ALAMEDA DR	STRONGSVILLE	OH	44149-3025	Yes
PERFECT MEASURING TAPE CO	1116 N SUMMIT ST	TOLEDO	OH	43604-1816	Yes
L & M OFFICE FURNITURE	4444 S 91ST E AVE	TULSA	OK	74145-4814	Yes
FENTON OFFICE SUPPLY CO	PO BOX 2257	STILLWATER	OK	74076-2257	Yes
HINKLE PRINTING & OFFICE SUPPLIES	110 E PAUL AVE	PAULS VALLEY	OK	73075-3419	Yes
THOMPSON EDUCATIONAL FURNISHINGS LLC	1400 S FRETZ AVE STE 160	EDMOND	OK	73003-5847	Yes
ADMIRAL EXPRESS OFFICE LLC	1823 N YELLOWOOD AVE	BROKEN ARROW	OK	74012-9167	Yes
METALSOURCE -A DIVISION OF BUILDING PRODU	PO BOX 269075	OKLAHOMA CITY	OK	73126-9075	Yes
SPACES INC (OKLAHOMA)	2801 COLTRANE PLACE STE 1	EDMOND	OK	73034	Yes
L & M GOVERNMENT FURNITURE LLC	4444 S 91ST E AVE	TULSA	OK	74145-4814	Yes
OPNW - OFFICE PRODUCTS NATIONWIDE	12600 SW 68TH AVE	PORTLAND	OR	97223-8338	Yes
NW OFFICE INTERIORS INC	6400 SE LAKE RD STE 375	MILWAUKIE	OR	97222-2186	Yes
PACIFIC FURNISHINGS	421 SW 2ND AVE	PORTLAND	OR	97204-3403	Yes
EATON GROUP LLC	1001 SE WATER AVE STE 400	PORTLAND	OR	97214-2150	Yes
DESK DEALER, THE	PO BOX 822	SALEM	OR	97308-0822	Yes
J THAYER COMPANY INC	15802 UPPER BOONES FERRY RD	LAKE OSWEGO	OR	97035-4066	Yes
ROSE CITY OFFICE FURNISHINGS	5130 N BASIN AVE #1	PORTLAND	OR	97217-3545	Yes
KING OFFICE EQUIPMENT & DESIGNS	PO BOX 631	ALBANY	OR	97321-0203	Yes
ALL-WAYS TRUCKING INC	3639 AVIATION WAY	MEDFORD	OR	97504-9758	Yes
TRANSACTION TAX RESOURCES INC	3850 NE THREE MILE LN	MCMINNVILLE	OR	97128-9402	Yes
STUDIO GORM	3859 E AMAZON DR	EUGENE	OR	97405-4564	Yes
XPERIENCE INC LLC	644 ASHLAND CREEK DR	ASHLAND	OR	97520-2739	Yes
MOODY AND ASSOCIATES INC	11548 COTTON RD	MEADVILLE	PA	16335-8200	Yes
BULLDOG OFFICE PRODUCTS INC	500 GLASS RD	PITTSBURGH	PA	15205-9407	Yes
WATT OFFICE AND DESIGN	PO BOX 577	WARREN	PA	16365-0577	Yes
HAMPTON OFFICE PRODUCTS	248 DONOHOE RD	GREENSBURG	PA	15601-6987	Yes
BENJAMIN ROBERTS LTD	240 N PRINCE ST	LANCASTER	PA	17603-3528	Yes
MOI INC	PO BOX 826500	PHILADELPHIA	PA	19182-6500	Yes
EICHOLTZ COMPANY	PO BOX 69	NEW OXFORD	PA	17350-0069	Yes
MCCARTNEYS INC	819 HOWARD AVE	ALTOONA	PA	16601-4727	Yes
MT LEBANON OFFICE EQUIPMENT CO	1817 BANKSVILLE RD	PITTSBURGH	PA	15216-3103	Yes
NITTANY OFFICE EQUIPMENT INC	1207 S ATHERTON ST	STATE COLLEGE	PA	16801-6202	Yes
WERZALIT OF AMERICA INC	40 HOLLEY AVE	BRADFORD	PA	16701-1809	Yes
PHILLIPS WORKPLACE INTERIORS INC	PO BOX 61020	HARRISBURG	PA	17106-1020	Yes
HUFFMANS OFFICE EQUIPMENT CO	5318 LYCOMING MALL DR	MONTOURSVILLE	PA	17754-8318	Yes
COFCO OFFICE FURNISHINGS	2200 N AMERICAN ST	PHILADELPHIA	PA	19133-3305	Yes
DOUGHERTY OFFICE SUPPLY	234 N ARCH ST	LANCASTER	PA	17603-3516	Yes

M/W/SBE Participation Plan

Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
RSC LLC	461 N 3RD ST STE 500	PHILADELPHIA	PA	19123-4111	Yes
SUPPLYSOURCE INC	415 W 3RD ST	WILLIAMSPORT	PA	17701-6007	Yes
A POMERANTZ & CO	123 S BROAD ST STE 1260	PHILADELPHIA	PA	19109-1044	Yes
PHS OFFICE SOLUTIONS LLC	DO NOT USE	CARNEGIE	PA	15106-1021	Yes
CHASE MANUFACTURING	9 PENNSYLVANIA AVE	CORRY	PA	16407-1603	Yes
EDGEMATE INC	PO BOX 72	ROARING SPRING	PA	16673-0072	Yes
RT MACHINE COMPANY INC	201 BOAK AVE	HUGHESVILLE	PA	17737-9082	Yes
PEMCO	5335 PROGRESS BLVD	BETHEL PARK	PA	15102-2545	Yes
TANNER OF PA INC	7813 DERRY ST	HARRISBURG	PA	17111-5265	Yes
ADVANCED OFFICE ENVIRONMENTS INC	160 QUAKER LN	MALVERN	PA	19355-2479	Yes
ADVANCED FURNITURE SOLUTIONS	312 W WASHINGTON AVE	DUBOIS	PA	15801-1886	Yes
J G EDELEN CO INC	PO BOX 824952	PHILADELPHIA	PA	19182-4952	Yes
MTL	1325 SEN ROBERT MELLOW DR	JESSUP	PA	18434-1825	Yes
OFFICE ENVIRONMENTS (BRISTOL)	1500 GRUNDY LN	BRISTOL	PA	19007-1521	Yes
TOP TO BOTTOM INTERIORS INC	PO BOX 511	ALTOONA	PA	16603-0511	Yes
CORPORATE ENVIRONMENTS (BETHLEHEM)	605 E BROAD ST	BETHLEHEM	PA	18018-6332	Yes
RESOURCE PARTNERSHIP	600 CLARK AVE	KING OF PRUSSIA	PA	19406-1433	Yes
TAPECON INC	PO BOX 200994	PITTSBURGH	PA	15251-0994	Yes
BHK OF AMERICA	PO BOX 820822	PHILADELPHIA	PA	19182-0822	Yes
TRANSWALL	PO BOX 1930	WEST CHESTER	PA	19380-0147	Yes
ENTERWORKS ACQUISITION INC	PO BOX 645030	PITTSBURGH	PA	15264-5030	Yes
WORKSPACE SOLUTIONS PA INC	4783 HARLANSBURG RD	SLIPPERY ROCK	PA	16057-6811	Yes
ATRIUM STAFFING LLC	625 LIBERTY AVE STE 200	PITTSBURGH	PA	15222-3131	Yes
OFFICE FURNITURE PLUS INC	500 PINE ST STE 2	HOLMES	PA	19043-1452	Yes
STONE OFFICE EQUIPMENT INC	321 PEAR ST	SCRANTON	PA	18505-1621	Yes
OFFICE SERVICE COMPANY	1009 TUCKERTON CT	READING	PA	19605-1177	Yes
CORTINA LEATHERS	PO BOX 6135	HERMITAGE	PA	16148-0922	Yes
JACOB HOLTZ COMPANY	10 INDUSTRIAL HWY	ESSINGTON	PA	19029-1001	Yes
ENUTRON INDUSTRIAL CORPORATION	1332 MCDIVITT DR	BLUE BELL	PA	19422-3355	Yes
MCKENNA & COMPANY LLC	567 TWICKENHAM RD	GLENSIDE	PA	19038-2038	Yes
MINITAB INC	1829 PINE HALL RD	STATE COLLEGE	PA	16801-3210	Yes
WRIGLEYS BUSINESS PRODUCTS & SERVICES LLC	1090B N READING AVE	BOYERTOWN	PA	19512-8967	Yes
RELIANT MACHINERY USA	1836 E ONTARIO ST	PHILADELPHIA	PA	19134-2004	Yes
MACDONALD ILLIG JONES & BRITTON LLP	100 STATE ST STE 700	ERIE	PA	16507-1459	Yes
FIRST RIVER LCC	700 RIVER AVE STE 230	PITTSBURGH	PA	15212-5907	Yes
NEWTOWN OFFICE & CPU SUPPLY INC	31 FRIENDS LN	NEWTOWN	PA	18940-1803	Yes
CRITEO CORP	PO BOX 392255	PITTSBURGH	PA	15251-9255	Yes
RICHTER DRAFTING & OFFICE SUPPLY CO INC	PO BOX 64288	SOUDERTON	PA	18964-0288	Yes
GV ANTHONY CO INC	1055 BOOT RD	DOWNINGTOWN	PA	19335-4074	Yes
LENAPE TOOLING INC	7 E WALNUT ST	PERKASIE	PA	18944-1631	Yes
LINK INTERIORS	PO BOX 506	MORGANTOWN	PA	19543-0506	Yes
CMI CREDIT MEDIATORS INC	PO BOX 28851	PHILADELPHIA	PA	19151-0851	Yes
IPCO US LLC	PO BOX 7247	PHILADELPHIA	PA	19170-0001	Yes
TINIUS OLSEN TESTING MACHINE COMPANY	PO BOX 7780	PHILADELPHIA	PA	19182-0001	Yes
HOSPITALITY GAL LLC	221 TRIMBLE RD	THORNTON	PA	19373-1001	Yes
LUCIFER FURNACES INC	2048 BUNNELL R	WARRINGTON	PA	18976-2088	Yes
YARD TRUCK SPECIALISTS INC	1510 FORD RD	BENSALEM	PA	19020-4506	Yes
KENT CORPORATION	PO BOX 5051	GREENSBURG	PA	15601-5058	Yes
BOYCE PRODUCTS LTD	205 CONKLIN HILL RD	DAMASCUS	PA	18415-3007	Yes
ENERGAGE LLC	397 EAGLEVIEW BLVD STE 200	EXTON	PA	19341-1150	Yes
J & J MATERIAL HANDLING SYSTEMS INC	1820 FRANKLIN ST	COLUMBIA	PA	17512-2050	Yes
IFR FURNITURE RENTAL & SALES	7035 JONESTOWN RD	HARRISBURG	PA	17112-3617	Yes
EXCALIBUR DATA SYSTEMS	115 SAGAMORE HILL RD	PITTSBURGH	PA	15239-2919	Yes
PURPLE DIAMOND PACKAGING LLC	183 MIKRON RD	BETHLEHEM	PA	18020-9476	Yes
SKILL SURVEY INC	1235 WESTLAKES DR STE 330	BERWYN	PA	19312-2413	Yes
MAGIC TRANSPORT INC	PO BOX 360729	SAN JUAN	PR	00936-0729	Yes

M/W/SBE Participation Plan

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GRC EXECUTIVE LLC	1353 AVE LUIS VIGOREAUX PMB 30(	GUAYNABO	PR	00966-2715	Yes
CREATIVE OFFICE PAVILION	10 MUTUAL PL	PROVIDENCE	RI	02906-3614	Yes
HERALD OFFICE SOLUTIONS	PO BOX 1288	DILLON	SC	29536-1288	Yes
YOUNG OFFICE ENVIRONMENTS INC	1280 RIDGE RD	GREENVILLE	SC	29607-4626	Yes
LORICK OFFICE PRODUCTS CO	910 WASHINGTON ST	COLUMBIA	SC	29201-3142	Yes
PREFERRED FINISHING TECHNOLOGIES LLC	PO BOX 248	BLACKSBURG	SC	29702-0248	Yes
AP RECOVERY INC	PO BOX 370	MOUNT PLEASAN	SC	29465-0370	Yes
MCWATERS INC	PO BOX 2306	COLUMBIA	SC	29202-2306	Yes
GREENVILLE OFFICE SUPPLY CO INC	310 E FRONTAGE RD	GREER	SC	29651-6913	Yes
WULBERN KOVAL COMPANY INC	1111 MORRISON DR	CHARLESTON	SC	29403-3110	Yes
BOTTOM LINE MILITARY SALES LLC	286 HALLMARK CIR	EASLEY	SC	29640-9697	Yes
STRATEGIC INITIAL OUTFITTING TRANSITION SOL	224 SEVEN FARMS DR STE 200	DANIEL ISLAND	SC	29492-7996	Yes
STARK DESIGN LLC	19 SUGAR MILL DR	OKATIE	SC	29909-4201	Yes
AMERICAN FAB & MAINTENANCE	PO BOX 469	CHESTERFIELD	SC	29709-0469	Yes
BELSER & BELSER PA	1325 PARK ST STE 300	COLUMBIA	SC	29201-3194	Yes
AMERICAN PEN & PANEL INC	4360 OLD YORK RD	ROCK HILL	SC	29732-8124	Yes
BROWN & SAENGER INC	PO BOX 84040	SIOUX FALLS	SD	57118-4040	Yes
ULTRA TECH EXTRUSIONS	150 COMMERCIAL LN	LAKE CITY	TN	37769-2319	Yes
MID SOUTH BUSINESS FURNITURE	2200 8TH AVE S	NASHVILLE	TN	37204-2206	Yes
A-Z OFFICE RESOURCE INC	PO BOX 1317	COLUMBIA	TN	38402-1317	Yes
NASHVILLE OFFICE INTERIORS	PO BOX 330399	NASHVILLE	TN	37203-7503	Yes
A & W SUPPLY INC	PO BOX 23209	KNOXVILLE	TN	37933-1209	Yes
SYNERGY BUSINESS ENVIRONMENTS	800 6TH AVE S STE 200	NASHVILLE	TN	37203-4641	Yes
COS BUSINESS PRODUCTS & INTERIORS	PO BOX 5188	CHATTANOOGA	TN	37406-0188	Yes
OFFICE SCAPES INC (MEMPHIS)	8390 WOLF LAKE DR STE 101	BARTLETT	TN	38133-4182	Yes
INSPIRE BUSINESS INTERIORS	725 W WALNUT ST	JOHNSON CITY	TN	37604-6523	Yes
FACILITY PLANNERS INC	PO BOX 128485	NASHVILLE	TN	37212-8485	Yes
NORRIS DESIGN LLC	751 FOXRIDGE LN	CARYVILLE	TN	37714-3755	Yes
TENNSCO CORP	PO BOX 440307	NASHVILLE	TN	37244-0307	Yes
SMART FURNITURE INC	430 MARKET ST	CHATTANOOGA	TN	37402-1203	Yes
SPARTA WOODWORKS	PO BOX 240	SPARTA	TN	38583-0240	Yes
STRIKER SYSTEMS	PO BOX 41	WHITE HOUSE	TN	37188-0041	Yes
TJ SNOW COMPANY INC	PO BOX 22847	CHATTANOOGA	TN	37422-2847	Yes
PRODUCTION RESOURCES INC	118 SEABOARD LN STE 106	FRANKLIN	TN	37067-2820	Yes
HST CORPORATE INTERIORS LLC	680 RUNDLE AVE	NASHVILLE	TN	37210-2872	Yes
WORKPLACE FURNITURE INC	6400 SHELBY VIEW DR STE 109	MEMPHIS	TN	38134-7659	Yes
METALWORKING SOLUTIONS LLC	PO BOX 11067	CHATTANOOGA	TN	37401-2067	Yes
CRESCARE INC	PO BOX 1019	DAYTON	TN	37321-1002	Yes
MAGNUM PRESS INC	725 E MAIN ST	ADAMSVILLE	TN	38310-2439	Yes
THROOP INSTALLATION LLC	3605 WOODMONT LN	NASHVILLE	TN	37215-1711	Yes
FINLEY SEARCH	280 SNYDER RD	GRAY	TN	37615-2850	Yes
THOMPSON RESEARCH GROUP LLC	1033 DEMONBREUN ST STE 625	NASHVILLE	TN	37203-4467	Yes
OFFICEWISE FURNITURE & SUPPLY	PO BOX 2688	AMARILLO	TX	79105-2688	Yes
J R INC	PO BOX 2816	UNIVERSAL CITY	TX	78148-1816	Yes
CARROLLS DISCOUNT OFFICE FURNITURE CO	5615 S RICE AVE	HOUSTON	TX	77081-2117	Yes
J TYLER SERVICES INC	5920 MILWEE ST	HOUSTON	TX	77092-6214	Yes
BUSINESS INTERIORS (EL PASO)	28 CONCORD ST STE C	EL PASO	TX	79906-4928	Yes
PERRY OFFICE PLUS	PO BOX 1200	TEMPLE	TX	76503-1200	Yes
PLANO OFFICE SUPPLY CO	1405 E PLANO PKWY	PLANO	TX	75074-8121	Yes
GATEWAY PRINTING AND OFFICE SUPPLY INC	14803 BULVERDE RD	SAN ANTONIO	TX	78247-2603	Yes
GRAPHIC IMAGE INC	PO BOX 203754	DALLAS	TX	75320-3754	Yes
DAVID PEARCE CO	2816 JACKSBORO HWY	FORT WORTH	TX	76114-1943	Yes
DREW FOAM CO INC	PO BOX 676832	DALLAS	TX	75267-6832	Yes
BROUSSARD GROUP	4985 EISENHAUER RD STE 103	SAN ANTONIO	TX	78218-2203	Yes
TOPS SOFTWARE CORPORATION	1301 CENTRAL EXPY S STE 200	ALLEN	TX	75013-8090	Yes
THE WELLS GROUP INC	2323 W SAM HOUSTON PKWY N	HOUSTON	TX	77043-2018	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
ABLES LAND INC	PO BOX 7933	TYLER	TX	75711-7933	Yes
INTEGRATED FURNITURE SYSTEMS INC	2226 MICHIGAN AVE STE A	ARLINGTON	TX	76013-5953	Yes
A & W OFFICE SUPPLY INC (CORPUS CHRISTI)	222 S STAPLES ST	CORPUS CHRISTI	TX	78401-3018	Yes
INDECO SALES INC	805 E 4TH AVE	BELTON	TX	76513-2769	Yes
HALLMARK OFFICE PRODUCTS INC	5650 GUHN RD STE 124	HOUSTON	TX	77040-6145	Yes
GREENWOOD OFFICE OUTFITTERS	2951 SUFFOLK DR STE 640	FORT WORTH	TX	76133-1156	Yes
STAR OFFICE PRODUCTS (TEXAS)	16810 BARKER SPRINGS RD	HOUSTON	TX	77084-5093	Yes
TEXAS WILSON OFFICE FURNITURE	PO BOX 2114	SAN ANTONIO	TX	78297-2114	Yes
VANGUARD ENVIRONMENTS INC	7026 OLD KATY RD STE 103	HOUSTON	TX	77024-2154	Yes
CHALLENGE OFFICE PRODUCTS INC	6015 S LOOP E	HOUSTON	TX	77033-1041	Yes
HERNANDEZ OFFICE SUPPLY	PO BOX 1604	NEDERLAND	TX	77627-1604	Yes
COASTAL OFFICE SOLUTIONS INC	PO BOX 4407	VICTORIA	TX	77903-4407	Yes
ANZEA TEXTILES	200-D NORTH VACEK	FORT WORTH	TX	76107-2917	Yes
VALDESE WEAVERS INC	PO BOX 733362	DALLAS	TX	75373-3362	Yes
SMARKETING BUSINESS SYSTEMS	2525 W BELLFORT ST STE 110	HOUSTON	TX	77054-5024	Yes
EDUCATORS DEPOT INC	17424 W GRAND PKWY S STE 206	SUGAR LAND	TX	77479-2564	Yes
TOTAL OFFICE SOLUTIONS (WACO)	3615 FRANKLIN AVE #328	WACO	TX	76710-7364	Yes
WORKPLACE RESOURCE LLC	4400 NE LOOP 410 STE 130	SAN ANTONIO	TX	78218-5403	Yes
MCKINNEY OFFICE SUPPLY INC	117 W LOUISIANA ST	MCKINNEY	TX	75069-4457	Yes
GREATER HOUSTON OFFICE PRODUCTS	PO BOX 899	LEAGUE CITY	TX	77574-0899	Yes
LOOKOUT SERVICES INC	PO BOX 1692	STAFFORD	TX	77497-1692	Yes
ANDERSEN SCHOEL OFFICE INTERIORS LP	400 LOOKOUT RIDGE BLVD	HARKER HEIGHTS	TX	76548-7212	Yes
M JARVIE PARTNERSHIP	2801 QUENBY AVE	HOUSTON	TX	77005-2331	Yes
CARPENTER-SMITH SOUTHWEST	1414 DRAGON ST	DALLAS	TX	75207-3907	Yes
SPRUCED INTERIORS LLC	3605 CONFLANS RD	IRVING	TX	75061-6323	Yes
BISHOPS OFFICE NEEDS	4660 PINE TIMBERS ST STE 132	HOUSTON	TX	77041-9337	Yes
TACKETT & ASSOCIATES	2212 STANMORE LN	PLANO	TX	75025-5538	Yes
SHERMCO INDUSTRIES INC	PO BOX 540545	DALLAS	TX	75354-0545	Yes
NEUTRAL POSTURE INC	3904 N TEXAS AVE	BRYAN	TX	77803-0555	Yes
MELIORA TECHNOLOGY	600 W 6TH ST STE 150	FORT WORTH	TX	76102-3689	Yes
MEMBERS BUILDING MAINTENANCE LLC	11363 DENTON DR STE 127	DALLAS	TX	75229-3434	Yes
OFFICE EDGE	2209 DONLEY DR	AUSTIN	TX	78758-4515	Yes
ULTIMATE HEALTH RESOURCES LLC	9101 LBJ FWY STE 680	DALLAS	TX	75243-1932	Yes
FIRMINS OFFICE CITY	PO BOX 951	TEXARKANA	TX	75504-0951	Yes
WILTONS OFFICEWORKS LTD	PO BOX 5040	BRYAN	TX	77805-5040	Yes
G & P OFFICE FURNITURE LTD	506 HIGHWAY 146 S	LA PORTE	TX	77571-4832	Yes
DC INTERIORS	6896A ALAMO DOWNS PKWY STE 1	SAN ANTONIO	TX	78238-4535	Yes
SILSBY NUNES GROUP LLC	8265 KINGSBROOK RD APT 150	HOUSTON	TX	77024-3361	Yes
B NEVINS LTD	14006 NEWBERG RD	CAT SPRING	TX	78933-5111	Yes
WORKSPACE SOLUTIONS LLC (SAN ANTONIO)	3660 THOUSAND OAKS STE 220	SAN ANTONIO	TX	78247-3126	Yes
INFASSURE	720 F AVE STE 108	PLANO	TX	75074-6861	Yes
CHEMICAL DATA LP	1111 NORTH LOOP W STE 1140	HOUSTON	TX	77008-4719	Yes
INTEGRA SUPPORT	3813 HELIOS WAY STE B298	PFLUGERVILLE	TX	78660-8374	Yes
TOUCH UP DFW	600 S MACARTHUR BLVD APT 1416	COPPELL	TX	75019-6726	Yes
KESTE LLC	6100 W PLANO PKWY STE 1800	PLANO	TX	75093-8230	Yes
BRENHAM OFFICE SUPPLY	304 W MAIN ST	BRENHAM	TX	77833-3659	Yes
OAK CLIFF OFFICE SUPPLY & PRINTING INC	1876 LONE STAR DR	DALLAS	TX	75212-5045	Yes
CLEANPLANET CHEMICAL INC	6207 BEE CAVE RD STE 165	AUSTIN	TX	78746-5078	Yes
VELOCITY BUSINESS PRODUCTS	335 PENNBRIGHT DR STE 104	HOUSTON	TX	77090-5909	Yes
CDM360	PO BOX 17304	SUGAR LAND	TX	77496-7304	Yes
PROSOURCE PACKAGING INC	14911 STUEBNER AIRLINE RD STE A	HOUSTON	TX	77069-2122	Yes
CONNECTRAC	1350 MANUFACTURING ST STE 203	DALLAS	TX	75207-7105	Yes
CLARUS GLASSBOARDS LLC	8715 HARMON RD	FORT WORTH	TX	76177-7501	Yes
ABSOLUTE OFFICE PRODUCTS LLC	1801 AUSTIN ST	WICHITA FALLS	TX	76301-5222	Yes
ICOPY LLC	PO BOX 595	DECATUR	TX	76234-0595	Yes
FACILITY RX LLC	1769 SHIPMAN DR	SAN ANTONIO	TX	78219-2325	Yes

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Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
GONZALEZ OFFICE PRODUCTS	2929 LONGHORN BLVD STE 106	AUSTIN	TX	78758-7681	Yes
CONTRACT PLANNING LLC	8265 KINGSBROOK RD APT 150	HOUSTON	TX	77024-3361	Yes
OFFICEINSIGHT LLC	PO BOX 967	CEDAR HILL	TX	75106-0967	Yes
SCOTT AND SCOTT LLP	1256 MAIN ST STE 200	SOUTHLAKE	TX	76092-7624	Yes
MIDWEST OFFICE SUPPLY - TEXAS	1801 AUSTIN ST	WICHITA FALLS	TX	76301-5222	Yes
INTELLINUM INC	3705 CASCADES DR	MCKINNEY	TX	75070-4803	Yes
RECYCLE REVOLUTION LLC	5731 BUFFRIDGE TRL	DALLAS	TX	75252-2333	Yes
PRECISION BUSINESS SOLUTIONS INC	4514 TRAVIS ST STE 230	DALLAS	TX	75205-5438	Yes
COURTNEY SKOTT	2111 AIROLE WAY	AUSTIN	TX	78704-3261	Yes
QUALIFIED SYSTEMS INSTALLATIONS INC	PO BOX 550187	DALLAS	TX	75355-0187	Yes
ZEPHYR ENVIRONMENTAL CORPORATION	2600 VIA FORTUNA	AUSTIN	TX	78746-7990	Yes
GENESIS MILLWORK LLC	PO BOX 462187	GARLAND	TX	75046-2187	Yes
ENVIRONMENTAL CLEANING SERVICES INC	10830 N CENTRAL EXPY STE 170	DALLAS	TX	75231-1090	Yes
BRAIN POWER SERVICES	3833 CONFIDENCE DR	FORT WORTH	TX	76244-5723	Yes
HERRING DESIGN	1216 HAWTHORNE ST	HOUSTON	TX	77006-3820	Yes
STONEGATE CAPITAL PARTNERS	8201 PRESTON RD STE 325	DALLAS	TX	75225-6231	Yes
TRAIL RIDGE CONSTRUCTION MANAGEMENT LLC	3700 RIVER WALK DR STE 175	FLOWER MOUND	TX	75028-1811	Yes
DELEON TRADE LLC	30515 ALDINE WESTFIELD RD	SPRING	TX	77386-3337	Yes
INDUSTRIAL PROCESS MACHINE CO	1407 GREEN AVE 77630	ORANGE	TX	77630-5538	Yes
RELIANT BUSINESS PRODUCTS	PO BOX 1604	NEDERLAND	TX	77627-1604	Yes
USLU LLC	1201 VISTAWOOD DR	MANSFIELD	TX	76063-6283	Yes
NEW HORIZONS OF CEDAR RAPIDS	PO BOX 679083	DALLAS	TX	75267-9083	Yes
HMT SERVICES CORPORATION	12819 WESTMERE DR	HOUSTON	TX	77077-3715	Yes
APE COMPANIES	PO BOX 671023	DALLAS	TX	75267-1023	Yes
METROPLEX GENERAL CONTRACTORS	7160 DALLAS PKWY STE 675	PLANO	TX	75024-7280	Yes
SUNBELT STUD WELDING	6381 WINDFERN RD	HOUSTON	TX	77040-4964	Yes
DESKS INC OF UTAH	PO BOX 651025	SALT LAKE CITY	UT	84165-1025	Yes
MBI BUSINESS DESIGNS LLC	PO BOX 524	SALT LAKE CITY	UT	84110-0524	Yes
EXACT FINISH INC	2300 S 2300 W	WEST VALLEY CIT	UT	84119-2022	Yes
RAMSEY MADSEN	5437 LUGE LN	PARK CITY	UT	84098-7620	Yes
PACKSIZE LLC	PO BOX 27236	SALT LAKE CITY	UT	84127-0236	Yes
BABCOCK SCOTT & BABCOCK PC	370 E SOUTH TEMPLE FL 4	SALT LAKE CITY	UT	84111-1206	Yes
OFFICE FURNITURE SOLUTIONS (SALT LAKE CITY)	4753 S HOLLADAY BLVD	HOLLADAY	UT	84117-5420	Yes
OFFICE PRODUCTS DEALER, THE	2612 S 1030 W	SALT LAKE CITY	UT	84119-2443	Yes
WORKSPACE ELEMENTS	3003 S HIGHLAND DR	SALT LAKE CITY	UT	84106-3019	Yes
INTERIOR SOLUTIONS OF ARIZONA LLC	522 S 400 W	SALT LAKE CITY	UT	84101-2203	Yes
THE MCSWEENEY GROUP	729 NORTHVIEW CIR	SALT LAKE CITY	UT	84103-4016	Yes
LAYTON OFFICE SUPPLY	1101 CAMBRIDGE CIR STE 3	LAYTON	UT	84040-6753	Yes
WES RUS LLC	7435 S SUNHILL CIR	COTTONWOOD H	UT	84121-5141	Yes
INTERIOR SOLUTIONS	522 S 400 W	SALT LAKE CITY	UT	84101-2203	Yes
PERFECT FEAST	1469 N 1200 W	OREM	UT	84057-2449	Yes
THE WRITE STUFF INC	10833 S LOSTWOOD DR	SANDY	UT	84092-4925	Yes
ROSI OFFICE PRODUCTS	2250 S WEST TEMPLE	SALT LAKE CITY	UT	84115-2621	Yes
COPPER MOUNTAIN ELECTRIC LLC	479 W 700 S	SALT LAKE CITY	UT	84101-2225	Yes
INTERIORS BY GUERNSEY	4425 BROOKFIELD CORPORATE DR S	CHANTILLY	VA	20151-4001	Yes
THE SUPPLY ROOM	PO BOX 1810	ASHLAND	VA	23005-4810	Yes
HARRIS OFFICE FURNITURE CO INC	520 KIMBALL AVE NE	ROANOKE	VA	24016-2104	Yes
BALL OFFICE PRODUCTS LLC	2100 WESTMORELAND ST	RICHMOND	VA	23230-3230	Yes
THE OFFICE GROUP	372 WYTHE CREEK RD STE C	POQUOSON	VA	23662-1972	Yes
MILLERS SUPPLIES AT WORK INC	PO BOX 1335	NEWINGTON	VA	22122-1335	Yes
BASSETT OFFICE SUPPLY	PO BOX 558	BASSETT	VA	24055-0558	Yes
SEI FURNITURE & DESIGN	5141 PLEASANT FOREST DR	CENTREVILLE	VA	20120-1249	Yes
OFFICE ENVIRONMENTS INTERNATIONAL INC	2700 S QUINCY ST STE 320	ARLINGTON	VA	22206-2267	Yes
CREATIVE OFFICE ENVIRONMENTS OF RICHMONI	11798 N LAKERIDGE PKWY	ASHLAND	VA	23005-8152	Yes
AMERISYS INC	4150 LAFAYETTE CENTER DR STE 70(	CHANTILLY	VA	20151-1258	Yes
SMARTER INTERIORS	2112 TOMLYNN ST	RICHMOND	VA	23230-3317	Yes

M/W/SBE Participation Plan

Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
WASHINGTON WORKPLACE INC	2300 9TH ST S	ARLINGTON	VA	22204-2320	Yes
FOLIOFN INVESTMENTS INC	PO BOX 10544	MC LEAN	VA	22102-8544	Yes
IMAGE BUSINESS INTERIORS LLC	332 N GREAT NECK RD STE 105	VIRGINIA BEACH	VA	23454-4062	Yes
MBDC	700 E JEFFERSON ST	CHARLOTTESVILL	VA	22902-5130	Yes
WASHINGTON GROUP SOLUTIONS	101 W BROAD ST STE 200	FALLS CHURCH	VA	22046-4200	Yes
ADVANCED OFFICE KONCEPTS INC	419 S LYNNHAVEN RD STE 106	VIRGINIA BEACH	VA	23452-6653	Yes
WORKPLACE SOLUTIONS INC (VIRGINIA BEACH)	317 VILLAGE RD	VIRGINIA BEACH	VA	23454-4374	Yes
SOUTHEASTERN SKATE SUPPLY INC	PO BOX 12448	ROANOKE	VA	24025-2448	Yes
SUPPLIER SOLUTIONS INC	11350 RANDOM HILLS RD STE 800	FAIRFAX	VA	22030-6044	Yes
CARLAN GROUP INC, THE	5658 LICK RIVER LN	GAINESVILLE	VA	20155-1341	Yes
SPECIALMADE GOODS & SERVICES INC	141 MARCEL DR	WINCHESTER	VA	22602-4844	Yes
SOLOMON COYLE LLC	2560 HUNTINGTON AVE STE 404	ALEXANDRIA	VA	22303-1448	Yes
SCS INTEGRATED SUPPORT SOLUTIONS LLC	9411 MAIN ST STE 101	MANASSAS	VA	20110-5447	Yes
INTELLISELL LLC	5380 TWIN HICKORY RD STE 206	GLEN ALLEN	VA	23059-5682	Yes
KALOTHIA INC	1301 MORAN RD	DULLES	VA	20166-9322	Yes
FURNITURESPEAK INC	10919 PAYNES CHURCH DR	FAIRFAX	VA	22032-2922	Yes
REDISTRICT	66 CANAL CENTER PLZ STE 310	ALEXANDRIA	VA	22314-1568	Yes
ATRIUM FACILITIES & INTERIORS LLC	8245 BOONE BLVD STE 701	VIENNA	VA	22182-3846	Yes
LANDEN STRAPPING CORPORATION	PO BOX 129	HOPEWELL	VA	23860-0129	Yes
KENDALL P WILSON	2314 KIMBRO ST	ALEXANDRIA	VA	22307-1822	Yes
RITE LITE ELECTRIC	46766 VERMONT MAPLE TER	STERLING	VA	20164-2234	Yes
RIVERSIDE INDUSTRIES LP	PO BOX 323	FARMVILLE	VA	23901-0323	Yes
TACTICAL OFFICE SOLUTIONS INC (VIRGINIA)	101 EATON ST STE 200	HAMPTON	VA	23669-4079	Yes
FAIRFAX WOODWORKING INC	12042 CADET CT	MANASSAS	VA	20109-7897	Yes
CORBETT TECHNOLOGY SOLUTIONS INC	4151 LAFAYETTE CENTER DR STE 70	CHANTILLY	VA	20151-1230	Yes
PUNCHOUT2GOLLC	3445 SEMINOLE TRL # 218	CHARLOTTESVILL	VA	22911-5637	Yes
WEYMOUTH UPHOLSTERY	10705 WOODLAND DR	FREDERICKSBURG	VA	22407-7782	Yes
SOURCE4	3473 BRANDON AVE SW	ROANOKE	VA	24018-1521	Yes
ROVER 3PL LLC	PO BOX 872	BERRYVILLE	VA	22611-0872	Yes
NXVET LLC	11699 BACON RACE RD	WOODBRIDGE	VA	22192-5717	Yes
MAGEE OFFICE EQUIPMENT INC	PO BOX 280	RANDOLPH	VT	05060-0280	Yes
EXTERUS BUSINESS FURNITURE	4750 SHELBURNE RD STE 10	SHELBURNE	VT	05482-4439	Yes
T COPELAND & SONS INC	156 INDUSTRIAL DR	BRADFORD	VT	05033-9220	Yes
VERMONT AIR TESTING SERVICES	39 MANSFIELD DR	JERICHO	VT	05465-2041	Yes
KERSHAWS INC	119 S HOWARD ST	SPOKANE	WA	99201-3806	Yes
WORKING SPACES PACIFIC INC	244 MARKET ST	KIRKLAND	WA	98033-6132	Yes
OFFICE SOLUTIONS NW	PO BOX 125	YAKIMA	WA	98907-0125	Yes
KEENEY'S OFFICE SUPPLY INC	PO BOX 848	REDMOND	WA	98073	Yes
DUCKYS OFFICE FURNITURE	1910 132ND AVE NE	BELLEVUE	WA	98005-2256	Yes
BRUTZMANS INC	PO BOX 6044	KENNEWICK	WA	99336-0044	Yes
CHUCKALS INC	PO BOX 1236	TACOMA	WA	98401-1236	Yes
THE CREATIVE OFFICE	721 LEGION WAY SE	OLYMPIA	WA	98501-1517	Yes
OBJEKTS LLC	2323 3RD AVE	SEATTLE	WA	98121-1711	Yes
COMPLETE OFFICE LLC (WASHINGTON)	11521 E MARGINAL WAY S STE 100	TUKWILA	WA	98168-1979	Yes
KRISTIE STRASEN	151 PALOS VERDES	WHITE SALMON	WA	98672-8949	Yes
SMART OFFICE ENVIRONMENTS LLC	4957 LAKEMONT BLVD SE STE C4-7	BELLEVUE	WA	98006-7801	Yes
WIN-R CREATIVE REPAIRING INC	23603 NW 1ST AVE	RIDGEFIELD	WA	98642	Yes
CONTRACT DESIGN ASSOCIATES (SPOKANE)	402 E SPRAGUE AVE	SPOKANE	WA	99202-1538	Yes
PRAGMATYXS INC	20415 72ND AVE S STE 250	KENT	WA	98032-2357	Yes
ANZAC ELECTRIC LLC	10605 SE 240TH ST # 118	KENT	WA	98031-4903	Yes
BLACKBURN OFFICE FURN & DESIGN	203 W CHESTNUT ST	BELLINGHAM	WA	98225-4305	Yes
DAVIS WRIGHT TREMAINE LLP	1201 3RD AVE STE 2200	SEATTLE	WA	98101-3047	Yes
EVERETT OFFICE FURNITURE LLC	2931 BROADWAY	EVERETT	WA	98201-3639	Yes
GREAT SPACES LLC	5716 E SPRAGUE AVE	SPOKANE VALLEY	WA	99212-0829	Yes
MERIDIAN CAPITAL LLC	1809 7TH AVE STE 1330	SEATTLE	WA	98101-1394	Yes
KIN INC	18114 NE 27TH ST	REDMOND	WA	98052-5947	Yes

M/W/SBE Participation Plan

Party Name	ADDRESS1	CITY	STATE	ZIP	MBE, SBE, or WBE CERTIFICATION
STACKLINE	1601 5TH AVE STE 1100	SEATTLE	WA	98101-3603	Yes
QUANTUM SOLUTIONS	1802 N MONROE ST	SPOKANE	WA	99205-4528	Yes
EFFICIENT COMMUNICATION SOLN INC	3702 W VALLEY HWY N STE 302	AUBURN	WA	98001-2450	Yes
COMPLETE OFFICE OF WISCONSIN	N115 W18500 EDISON DR	GERMANTOWN	WI	53022-3140	Yes
EMMONS BUSINESS INTERIORS LLC	4604 HAMMERSLEY RD	MADISON	WI	53711-2707	Yes
NORTHLAND PLASTICS INC	PO BOX 290	SHEBOYGAN	WI	53082-0290	Yes
MARSHFIELD BOOK & STATIONERY INC	PO BOX 810	MARSHFIELD	WI	54449-0810	Yes
TECHSTAFF OF IOWA INC	PO BOX 13188	MILWAUKEE	WI	53213-0188	Yes
BAY VIEW INDUSTRIES INC	7821 S 10TH ST	OAK CREEK	WI	531541915	Yes
CINCINNATI INCORPORATED	PO BOX 44719	MADISON	WI	53744-4719	Yes
BADGER OFFICE CITY	4716 EXPO DR	MANITOWOC	WI	54220-8315	Yes
RACE OFFICE PRODUCTS	1 PLANEVIEW DR STE 1	OSHKOSH	WI	54904-9103	Yes
CRANE PRODUCTION SYSTEMS CORP	PO BOX 1371	WAUKESHA	WI	53187-1371	Yes
SFR INDUSTRIES INC	652 TOWER DR	CADOTT	WI	54727-8502	Yes
TECHNIPLY LLC	711 RALPH LEMORANDE DR	OCONTO FALLS	WI	54154-1071	Yes
CASCADE ASSET MANAGEMENT LLC	6701 MANUFACTURERS DR	MADISON	WI	53704-6205	Yes
EGGERS DIVISION LLC	PO BOX 88536	MILWAUKEE	WI	53288-0536	Yes
OBRO INC	1545 CORNELL RD STE 17	GREEN BAY	WI	54313-8955	Yes
WIRETECH FABRICATORS INC	124 LEEWARD ST	STURGEON BAY	WI	54235-8314	Yes
MILLWORK SPECIALISTS INC	508 CRESKE AVE	ROTHSCHILD	WI	54474-7954	Yes
OFFICESUPPLY.COM	302 INDUSTRIAL DR	COLUMBUS	WI	53925-1018	Yes
ARCHITECTURAL FOREST PRODUCTS LLC	2763 18TH ST	TWO RIVERS	WI	54241-0282	Yes
PALMER HAMILTON LLC	143 S JACKSON ST	ELKHORN	WI	53121-1911	Yes
WIDEN ENTERPRISES INC	PO BOX 6068	MADISON	WI	53716-0068	Yes
NATIONAL RIVET & MANUFACTURING COMPANY	21 E JEFFERSON ST	WAUPUN	WI	53963-1942	Yes
CREATIVE AUTOMATION INC	102 W LINDEN ST	ABBOTSFORD	WI	54405-0505	Yes
SUPERIOR DIE SET CORPORATION	900 W DREXEL AVE	OAK CREEK	WI	53154-1924	Yes
MIDLAND PLASTICS INC	PO BOX 510055	NEW BERLIN	WI	53151-0055	Yes
MRA THE MANAGEMENT ASSOCIATION	N19W24400 RIVERWOOD DR	WAUKESHA	WI	53188-1166	Yes
SIELAFF CORPORATION	1011 DODGE ST	MINERAL POINT	WI	53565-1164	Yes
OFFICE FURNITURE RESOURCES INC	8787 W BROWN DEER RD	MILWAUKEE	WI	53224-2116	Yes
KEIDING INC	4545 W WOOLWORTH AVE	MILWAUKEE	WI	53218-1414	Yes
FISHER + RUCKLE SALES & SERVICE INC	PO BOX 373	TIGERTON	WI	54486-0373	Yes
ELITE FINISHING LLC	PO BOX 210500	MILWAUKEE	WI	53221-8009	Yes
PUNCH CREATIVE GROUP LLC	3033 NESSLING ST	MADISON	WI	53719-2576	Yes
AMERICAN INDUSTRIAL SALES LLC	PO BOX 208	BERLIN	WI	54923-0208	Yes
MIDWEST COMPOSITE TECHNOLOGIES INC	1050 WALNUT RIDGE DR	HARTLAND	WI	53029-8303	Yes
ERGOSTRAP USA LLC	10855 W POTTER RD	MILWAUKEE	WI	53226-3439	Yes
LIBERTY SYSTEMS	1100 COTTONWOOD AVE STE 200	HARTLAND	WI	53029-8364	Yes
ON POINT SOLUTIONS	64 HICKORY DR	CEDAR GROVE	WI	53013-1636	Yes
ILLINI HARDWARE CORPORATION	8330 196TH AVE	BRISTOL	WI	53104-9607	Yes
HUTH BEN PEARSON INTL LLC	PO BOX 270467	HARTFORD	WI	53027-0467	Yes
ADDISON MACHINE ENGINEERING INC	1301 INDUSTRIAL ST	REEDSBURG	WI	53959-2139	Yes
SUPER PEAR STRATEGIES LLC	N27W26458 CHRISTIAN CT W UNIT	PEWAUKEE	WI	53072-4571	Yes
STEVE E BIEL	12850 WRAYBURN RD	ELM GROVE	WI	53122-1457	Yes
LENDRUM PHOTOGRAPHY LLC	1106 E FOREST AVE	NEENAH	WI	54956-2906	Yes
FLEXAGON LLC	1048 GLORY RD STE B	GREEN BAY	WI	54304-5664	Yes
7SUMMITS LLC	1110 N OLD WORLD 3RD ST STE 500	MILWAUKEE	WI	53203-1121	Yes
STATIONERS INC (HUNTINGTON)	PO BOX 2167	HUNTINGTON	WV	25703-2167	Yes
CONTEMPORARY GALLERIES	1210 SMITH ST	CHARLESTON	WV	25301-1316	Yes
PARKERSBURG OFFICE SUPPLY	PO BOX 344	PARKERSBURG	WV	26101-0344	Yes
OMEGA COMMERCIAL INTERIORS	510 HARTMAN RUN RD	MORGANTOWN	WV	26505-3759	Yes
B STANLEY GILL INC	1119 JEFFERSON RD	SOUTH CHARLES	WV	25309-9780	Yes
POWDER RIVER OFFICE SUPPLY INC	310 S GILLETTE AVE	GILLETTE	WY	82716-3752	Yes
TORRINGTON OFFICE SUPPLY INC	1945 MAIN ST	TORRINGTON	WY	82240-2722	Yes

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THANK YOU
for the opportunity to demonstrate our capabilities. We are eager to partner with Region 4 and public agencies nationwide to assist with future furniture and service needs.
Gunlocke®

Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Krueger International Inc., dba KI**, 1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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 must 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 or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must 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 one and a half 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 provide that no laborer or mechanic must 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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 C.F.R. § 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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 2/17/2020 | 5:07 PM CST

Krueger International Inc. dba KI

DocuSigned by:
By: Guy Patkze
E297FD57BA1145A...

Guy Patkze
Title: Assistant Secretary
Date: 2/18/2020 | 7:11 AM PST

Approved:

DocuSign Envelope ID: 4189301F-6CF6-4333-8DFB-7ED64F6697AE

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 2/17/2020 | 6:58 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name:	Krueger International, Inc.
Does your company conduct business under any other name? If yes, please state:	KI
Address:	PO Box 8100 Green Bay, WI 54308-8100
Contact:	Lee Amundson
Email:	lee.amundson@ki.com
Phone:	800-454-9796
Fax:	920-468-2781
HST#:	39-1375589

Submission Details

Created On:	Monday November 11, 2019 10:11:49
Submitted On:	Wednesday December 18, 2019 14:55:34
Submitted By:	Lee Amundson
Email:	lee.amundson@ki.com
Transaction #:	65568d9f-fb8c-441f-b9ab-7550f60a8d82
Submitter's IP Address:	208.50.15.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Krueger International, Inc. (d/b/a: KI)	*
2	Proposer Address:	1330 Bellevue Street, PO Box 8100 Green Bay, WI 54308-8100	*
3	Proposer website address:	ki.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Guy Patkze Assistant Secretary 1330 Bellevue Street Green Bay, WI 54302 guy.patzke@ki.com 920.468.2541	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelli Plamann Contract Program Manager 1330 Bellevue Street Green Bay, WI 54302 kelli.plamann@ki.com 920.468.2719	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARK WALDECKER | Corporate Accounts / K-12 Dealer Development Manager P: 920.406.3508 | M: 920.327.0195 | F: 920.468.2729 | E: mark.waldecker@ki.com | ki.com ANDY VANSTRATEN | Contract Manager P: 920.468.2394 | E: andy.van.straten@ki.com | ki.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Who We Are OUR FOUNDATION The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable and affordable. KI recognized the market's need and responded with a welcome solution. The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, university, educational, healthcare, and government markets. Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award-winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you. This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture … We're Furnishing Knowledge. What Makes Us Different We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations … even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions. EASY TO DO BUSINESS Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help. CORE MARKET FOCUS We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to: • Higher Education • K-12 Education • Workplace • Healthcare • Federal & State Government MARKET OF ONE® PHILOSOPHY We believe the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, culture and work environment. FULFILLMENT FREEDOM We will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose. We do not prescribe to pre-set distribution channels. Rather, we allow you to determine the best means to manage ordering and fulfillment activities. EMPLOYEE OWNERSHIP KI is 100% employee owned and when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor has a stake in the game. DELIVERY AND INSTALLATION SERVICES Delivery day should be exciting, not stressful. Should that date need to change for any reason, just let us know. We'll adjust accordingly. Should you need assistance with fulfillment, KI offers a comprehensive service package. A factory-trained, on-site management team will oversee your project from initial pre-planning meetings through the final walk-through. Options for warranty and repair work as well as warehousing are also available.

8	Provide a detailed description of the products and services that you are offering in your proposal.	Furnishing Knowledge Through Design Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and defining a balance between the basic workstyles (Focus, Interaction, Ideation and Regenerative), and behavioral needs of users. Furnishing a business office, a hospital lounge, a classroom, or a government facility takes special knowledge. What choices will best serve the application? How will you create the look to reflect a distinct personality, and the functionality to serve unique needs? KI is here to help. Selling you furniture comes at the end of the process. First, we bring you information, skill, and partnership. We listen to what you need, then work with you to create it. And if we don't already have it, we'll design it from scratch. Our long experience ensures that when we say the "best furniture," we mean the best quality providing the best style and function. Learning Spaces – Dynamic Collaboration, Conventional Classrooms, Technology Integrated, Engaging/Presenting, and Lecture/Auditorium. Social Spaces / Third Spaces – Learning Commons/Media Centers, Lobby/Lounge, Cafes and cafeterias/Dining and Living Spaces. Offices and Workstations – Flexible, Accommodating Workspaces, Peak Performance, Designed to move. Training Rooms – Transforming Training Environments, Impactful Solutions. Conference Rooms – Masterful Meetings, Bringing Ideas to the Table. Storage Solutions – Intelligent, Innovative, Integrated. Contract furniture solutions for any environment: KI's product portfolio includes the following: architectural walls, desking systems, benching systems, Casegoods, classroom desks, teacher desks, tables, classroom tables, conference tables, cafeteria tables, training tables, occasional tables, seating, task chairs, bariatric chairs, patient chairs, medical recliners, medical gliders, sleepers, side seating, guest chairs, stack chairs, nesting chairs, stools, classroom chairs, tablet arm chairs, lounge seating, lobby benches, multiple seating, school library furniture, task lighting, auditorium seating, fixed seating, lecture hall seating, seminar tables, lecterns, dormitory furniture, Library Furniture, filing cabinets, lateral files, panel systems and more. Divisions Our decades in the furniture business have helped us identify areas where we could better serve our customers. That has led to the development or purchase of subsidiaries that round out our business and provide you with turnkey solutions. SPACESAVER CORPORATION Subsidiary Fort Atkinson, WI Manufacturer and service provider for high-density and mobile storage systems spacesaver.com Employees: 461 SpaceSaver - Started with high-density mobile shelving almost 50 years ago, and over the years we've developed a variety of other innovative storage products that help our clients better manage their time, space, and security. We design and manufacture all our products in-house with our on-site engineering and manufacturing teams, and we take the time to listen to your challenges. In short, we make products that help you do your job better. PALLAS TEXTILES Green Bay, WI Manufacturer of high-performance upholsteries, panel fabrics and cubicles pallastextiles.com Employees: 17 Pallas Textiles fuses the art of weaving with today's modern techniques and fibers into sophisticated, stylish and timeless upholsteries, panel fabrics and privacy curtains that continually evolve in color, pattern and texture.

9	What are your company's expectations in the event of an award?	Our overall goal, if awarded, is to continue to grow our ability to offer public agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless. With the continued partnership with Sourcewell, we believe that we will continue to grow our presence within these core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors and we expect that by continuing to share and enhance the same core values we can continue to grow our Educational and Government accounts by making them aware of the benefits of both Sourcewell and KI.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find KI's Condensed, Consolidated balance sheet for 2017/2018, Surety Letter and a copy of our current insurance certificate for your review.	*
11	What is your US market share for the solutions that you are proposing?	Since KI is a privately held, 100 percent employee owned company, we prefer to keep certain information confidential. However, KI defines our business via what we term as "Core Markets". To be a KI Core Market means we must currently maintain a Top 3 position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions.	*
12	What is your Canadian market share, if any?	KI has have the same commitment to Core Markets in Canada that we have in the United States and other countries throughout the world. We will continue to grow and gain market share on all of our "Core Markets".	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	KI has never petitioned for bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, a one stop shop. At KI, we believe that the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. • Dedicated Service – You will have a team of experienced KI professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365 access to your order information from any electronic device via ki.com/orderstatus. • Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required. This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Please find all KI's licenses per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member where ever they are located. KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	KI has not been subject to any suspension or disbarment in the past ten years or ever.	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Seating - Stack and Guest Seating - Task Seating - Lobby & Lounge Seating - Folding Chairs and Stools - Multiple Seating Storage - Files and Storage - High-density and mobile storage systems Technology Support furniture - Desking - Powered Tables - Tables - Accessories Systems/Modular Furniture - Desking - Casegoods - Panels - Accessories Library Furniture - Tables and Chairs - Lobby & Lounge Cafeteria Furniture - Tables - Folding Tables - Seating and Chairs Early Childhood Furniture - Tables - Seating and chairs - Storage Audio Visual Furniture - Tables - Accessories Training Furniture - Tables - Desks - Seating and Chairs - Stools Educational Office Furniture - Tables - Desking - Accessories - Seating and Chairs Auditorium/Fixed Seating & Tables Demountable Walls Residence Hall Healthcare - Sleepers - Chairs - Recliners - Casegoods Freestanding Classroom and School Furniture - Tables - Desking - Seating and Chairs - Storage - Accessories Upholstery	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Product Design 2019 BUILDINGS™ Editor's Choice – Hiatus Sleeper Bench 2018 A4LE LE Awards, Solution Provider Award – Ruckus Collection 2018 BUILDINGS™ Production Innovation Grand Award (1st Place) – Tattoo Collection 2018 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Ruckus Mobile Height-Adjustable Lectern 2018 Best of NeoCon® Gold – Tattoo Collection 2017 Nightingale Award, Gold – Patient Seating – Ruckus Task Chair 2017 Best of NeoCon® Gold – Ruckus Collection 2017 Best of NeoCon® Gold – Universal Height-Adjustable Screen 2017 Best of NeoCon® Gold – Pallas Loft Collection 2017 BUILDINGS™ Production Innovation Grand Award (1st Place) – Ruckus Collection 2016 Nightingale Award, Gold – Fabrics & Textiles Category – Pallas Gaia Collection 2016 Nightingale Award, Silver - Conference Seating Category – Doni Seating Collection 2016 EdSpaces Innovation Awards, Seating Category Winner – Ruckus Collection 2016 EdSpaces Innovation Awards, Best in Competition – Ruckus Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – MyPlace Lounge Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Lightline (Freeform) Architectural Wall 2016 Best of NeoCon® Gold – MyPlace Lounge Collection 2015 Best of NeoCon® Gold - Evoke Architectural Walls 2015 Best of NeoCon® Silver - Soltíce Metal Collection 2015 Best of NeoCon® Innovation Award - Sway Lounge Collection 2015 #9 Contract Magazine Ranking Health Care Textiles Category – Pallas Textiles Business and Industry 2018 – Weyenberg Prize for Business Excellence 2018 KI was awarded the Weyenberg Prize for Business Excellence, co-sponsored by the University of Wisconsin – Green Bay and InitiativeOne Leadership Institute. The Weyenberg Prize seeks to honor business excellence – companies where transformational leadership, strategy development, and strategic execution are embedded deep within the corporate culture. Sustainability 2010-2019 Green Masters Award – Wisconsin Sustainable Business Council	*
19	What percentage of your sales are to the governmental sector in the past three years	KI's percentage of sales into the government sector over the past 3 years is between 5% and 25%. KI's product offerings allow for State and Local government to choose functional and quality products without sacrificing the most current styles and collaborative trends. KI experiences sales growth in the Government sector each year. (This growth does not include KI's Prison Industries programs).	*
20	What percentage of your sales are to the education sector in the past three years	KI's percentage of sales into the educational sector over the past 3 years is between 50% and 75%. KI proudly manufactures furniture solutions that support the freedom to move, a vital need and so much more. Supporting the development of world-class learning environments has been – and always will be – at the very core of KI. It's what we do best. KI has experiences growth in sales within the educational sector each year. KI education markets are critical to KI's vertical market strategy. The combined sales is ranked 1 and 2 within KI's vertical markets.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	KI holds cooperative purchasing agreements with groups such as NASPO, OMNIA and TIPS. KI also holds up to 26 State contracts. A growing number of States have adopted the Sourcewell cooperative and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from $100K - $50 Million. Sourcewell is the most requested and utilized contract in KI's portfolio.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P. Annually, KI performs in the range of $1 million - $50 Million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Tulsa Public Schools: East Central Library	Shawn Parks	918.746.9724	*
Stillwater Public Schools: Sangre Ridge Elementary Library	John Anders, Facilities Director	405.533.6340	*
Florida International University	Mark Marine, Manager of Administrative Services	305.348.7357	*
Department of Juvenile Justice: Fort Myers Youth Academy	Katrina Harvey	239.210.0934	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
College/ University	Education	Wisconsin - WI	Supplied good and services	Approximately $500K to $1M/project	Approximately $5M to $12M	*
College/ University	Education	North Carolina - NC	Supplied good and services	Approximately $250K to $1M/project	Approximately $1M to $8M	*
K-12 Public	Education	New York - NY	Supplied good and services	Approximately $250K to $500K/project	Approximately $500K to $5M	*
Local Government	Government	Minnesota - MN	Supplied good and services	Approximately $500K to $1M/project	Approximately $1M to $8M	*
Local Government	Government	Florida - FL	Supplied good and services	Approximately $250K to $500K/project	Approximately $250K to $3M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	KI Locations or Sales Specialist Near You In addition to corporate headquarters, showrooms, district offices and manufacturing facilities in the U.S., KI maintains an international sales and support presence throughout the Americas, Europe, Middle East and Asia. Because we're worldwide, we're more accessible to further ensure a rewarding collaboration to better understand your overall project objectives. KI has broken out the numbers below. National Support and Service: - 22 Showrooms – eight of which are international - 3 Divisions - 8 Manufacturing Locations – three of which are international Field Sales Force: - 74 Direct Sales Representatives - 87 Independent Sales Representatives - 13 Canadian Sales Representatives Corporate Support and Service: - 5 staff - Market Development Analysts - The goal of the Market Development area is to generate thousands of "qualified" project opportunities. These projects must be "new" to the field and not already registered in our internal database. - 54 staff - Inside Sales Support - KI has a dedicated Inside Sales Support area that works within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region. - 174 staff – Corporate Customer Service and other Support Teams - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe. - Customer Service Agents are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise. - Customer Service Team Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.	*
26	Dealer network or other distribution methods.	Dealer Network KI has 340 approved dealers and 58 approved dealer representatives dedicated to the Sourcewell contract and are located throughout the United States. They have the full support of each of the District Leaders at each of the 26 locations. Please find the attached Dealer/DR listing for your review. Spacesaver Corporation 23 US Area Contractor/Distributor 11 Canadian Distributors	*
27	Service force.	Division of KI – Corporate Services 52 Staff - Installation Management Services (Corporate Services): The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained and specialize in the installation, maintenance, and repair of all of KI's products - 9 Staff - Regional Managers - 31 Staff – Installation Supervisors - 9 Staff - Installation and Account Coordinators - 3 Staff - Project Managers - 153 – Certified Installers throughout the country	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Account Management We are transparent when it comes to your project, because we know your credibility is on the line, which means our integrity is, too. That's why we provide you with a dedicated account support team to assist with your needs, earn your trust and develop enduring relationships that go much deeper than a business transaction. While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance or any other area of the business that could positively impact the outcome of your project. CENTRALIZED PROJECT MANAGEMENT KI's centralized approach to project management, offers clients a variety of critical benefits, including: • Intimate project knowledge and local representation • Access to an experienced corporate team of project managers • Access to a dedicated client support team, along with a single point of contact • Complementary CAD and other support services (including revisions) • Continuity and consistency in project management practices • Centralized data management LOCAL SUPPORT Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish. KI Customer Service Customer service agents interface with design/engineering, manufacturing and logistic departments to handle customer concerns and issues. Standard hours of operation are from 8 a.m. to 5 p.m. with fluctuation for specific geographic areas. When a customer places a call to the KI customer service department, the customer will be greeted by a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe. Please find the complete Customer Service Program attached for your review.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	KI and its Subsidiaries are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Neither KI nor its Subsidiaries are limited to any geographical area. KI and its Subsidiaries are able to service all of Sourcewell market segments through the proposed contract.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	KI and its Subsidiaries are able to fully serve ALL Sourcewell Member sectors that utilize commercial furnishings through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	KI and its Subsidiaries do not have any specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA. For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Tradeshows KI will market and promote the Sourcewell contract during tradeshows with customized literature and signage. KI will actively participate in the AASA, NAEP, I-ASBO, NACO, NIGP and all the additional shows we participates in annually. KI attends approximately 50+ tradeshows a year. Education Education is ensuring the depth of knowledge and working instruments are available to assist our KI sales representatives with all the accouterments, assets, advantages, knowledge, and experience of the Sourcewell Contract. To further assist our mutual customer, the public agency customers, by promoting technologically advanced furniture solutions, reducing the cost of purchased goods, improve their administrative effectiveness, directly support their efforts and to respect the Citizens (tax payers) confidence in them and their purchasing process. Familiarity is through repetition of the initial training process at the Corporate Headquarters and remedial training in the field by the assigned Sourcewell/KI National Sales Manager. The comfort level is achieved thru extensive interface between Sourcewell and KI National Sales Manager with our KI K-12 specific sales representative in each of our districts sales location. Market Transition The KI team will continue to offer and make the Sourcewell contract available to all current and future Sourcewell memberships. If KI again becomes a successful awardee of this contract, all KI sales reps will continue to be versed in any updated Sourcewell lexicon to insure that all participating members are completely aware of KI as a Sourcewell Awarded Contract holder. Because of our past award and continued education of all distribution partners, the transition to a new contract will flow seamlessly. The new contract will receive an internal code designation with its own unique national account number. This number will be utilized to accurately enable proper ordering from all internal and external staff. Additionally, KI uses proprietary specification software, which is loaded with the Sourcewell contract to assure all members of accurate pricing. Our Order Management System ensures that terms and conditions are met whether ordering directly from KI or from a distribution partner. Existing Customers All existing KI contract holders will be informed of the ongoing affiliation with Sourcewell. Ultimately the transition to the Sourcewell/KI contract is the responsibility of the individual public or private entities. However, KI will present the benefits of the entire Sourcewell portfolio of contracts, rather than just the KI furniture contract. The strength of all Sourcewell contracts outweighs and enhances the individually held KI contracts. Please find the attachment samples of your marketing materials for your review.	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Over the years, we've developed a keen eye and learned quite a bit about what works and what doesn't. And it's important to us to share that information with you…to inspire you and help you make smart furniture solutions. To that end, we have several resources where you can leverage our experience and get inspired! SOCIAL MEDIA For new product ideas and project inspiration, few social media sites have proven more valuable and visual than Pinterest. We've curated endless boards for cool training spaces, work styles, active design, various products, architectural walls, quotes we love, cities we've visited and our favorite -- #designmoves. If you're looking for inspiration, here's where you'll find it – PINTEREST. In addition, you can also engage with us on these social channels: facebook, twitter, snapchat, Instagram and YouTube. ELECTRONIC CATALOGS We've developed a catalog for each of our core markets. Each catalog offers insights on the market, real-world images, thought-starters and space planning ideas as well as product recommendations. You can flip through the catalogs here or order a printed copy on KI.com. Higher Education Solutions Catalog K-12 Solutions Catalog Healthcare Solutions Catalog Business Solutions Catalog THOUGHT LEADERSHIP White Papers: Our product design is based on human-centered design. We are often in the field observing, interviewing and experimenting. In addition, our market leadership team is always researching and investigating how our furniture can support the way you work, learn, relax and heal. We've compiled that information into several white papers to help you plan the perfect environment. The Learner's Journey Collegiate/Workplace Design Improving Clinic Design Understanding Active Design KI Blog: If you don't have time to thoroughly read a white paper, you can glean a lot of information from the KI Blog, which features quick insights on market trends, product launches, industry news, events and much more. Simply go to blog. ki.com to subscribe for monthly updates on our most recent posts from KI's thought leaders.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Marketing Sourcewell proactively and jointly market KI's contract to agencies nationwide throughout the United States through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, Sourcewell staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events, tradeshows, web site, social media, publications, and by providing online tools to the Supplier's sales force. Training Anticipate that Sourcewell would be dedicated to the training and education of KI's sales force. Conducting face to face training or conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentation, documents, and information to assist KI's field sales force in effectively promoting their Sourcewell contract. Knowledge Management Support Anticipate Sourcewell would provide resources and tools that enable KI to leverage the program's knowledge and data. KI's sales force will be provided access to a private login site that contains marketing, training, and targeting data.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	KI offers an e-procurement ordering process via third party technologies. These private "purchasing portals" are available for qualified requests. KI customers use the e-procurement system as a means of transacting online purchase orders via private web pages, individually loaded with customer-approved style and finish options as well as contract pricing. These electronic systems allow numerous locations and purchasing entities to utilize one central method of submitting purchase orders, which streamlines paperwork and improves communication.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	KI provides published installation/ assembly instructions and user / maintenance manuals for products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments. This would be an optional request at no additional charge.	*
37	Describe any technological advances that your proposed products or services offer.	Innovation KI is a unique contract furniture manufacturer. We use a Go-To-Market strategy to tailor products and service solutions to the specific needs of each customer. In fact, many of our "standard" products were born out of the need to solve a particular customer's challenge. Once we develop a furniture innovation, we share in the success of these personalized solutions by making them available to all our customers. Innovation is Part of Our DNA Innovation: Large Space Installation KI has demonstrated the ability to create unique, productive, ergonomically complete work environments based on our client's goals and objectives. Innovation: Implement IPD Process and Save Time KI continues to evolve the innovation process by utilizing Integrated Project Delivery (IPD) to involve our partners on every single project. IPD integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the owner, reduce waste and maximize efficiency through all phases of design, fabrication and construction. The key to a successful IPD process is early trade involvement. KI recognizes that organizations that work on different projects can bring interesting points of view on how to handle specific workplace issues. Electricians and data management specialists can enlighten us on their challenges in managing technology and power that we can integrate with our product solutions. General construction works closely with KI, especially on movable wall projects, because interior architecture and furniture are so tightly entwined.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please reference KI Circular Economy Model - Attachment	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference KI Eco-Labels Ratings Certifications - Attachment	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include. Outreach efforts to obtain sources: • Contracting minority and small business trade associations • Contracting business development organizations • Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System. • Attending small, minority and women-owned small business procurement conferences and trade fair. Internal efforts to guide and encourage purchasing personnel: • Presenting workshops, seminars and training programs • Establishing, maintaining and using small, hubzone small, small disadvantaged and women-owned small business source lists, guides and other data for soliciting subcontracts. • Monitoring activities to evaluate compliance with the subcontracting plan KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans. Please find “KI’s Minority Plan for 2019” attached for your review. You will also find the certification for each dealer partner listed on the approved dealer list attached for question 26. Dealer Network.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	KI has numerous unique qualities. • The Sourcewell member is the most important customer to KI. Some manufacturers have to keep their largest distributors happy and large distributors have to keep their key providers happy, KI is only concerned with providing the right solution for the Sourcewell members. • If standard furniture options just aren't working for you and you need an "outside the box" solution, look to Infinity from KI. Approximately 20% of all KI solutions fall into the category of Infinity, compared to an industry average of roughly 1%. Whether you want to modify an existing KI product or create something from concept, we can help. • The Education and Government customers are KI’s “Core Markets”. The Sourcewell members aren’t an opportunity market for us they are who we interact with on a daily basis to improve learning and productivity. • KI is 100% employee owned ESOP Company. Every employee/owner is responsible for and committed to doing the right thing, the right way, every time, because we all dependent upon it. • KI is a United States manufacturer. Some of the industry giants import up to 40% of their products sold in the United States. KI imports a much smaller percentage and is driven to create more local jobs who support Education and Government markets with their taxes. • KI has the broadest selection of products in the industry which allows for “1-stop shopping” which allows the Sourcewell member to attain the deepest discount tier more easily than having to select from multiple sources.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	KI has the ability to service Canadian customers through our Canada subsidiaries however there are barriers that exist regarding certifications which can be cost prohibitive. KI’s current submission does not provide a pricing structure for the international business, however should the Canadian demand increase, KI can look at the pricing structure and business practices required in order to service this geographic area in an effort to navigate the exchange rate and tax challenges.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Yes, KI's warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. Labor Warranty Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	KI's Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each Sourcewell Member will be provided detailed information as to how to contact KI or KI's representative for warranty work.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	KI is the manufacturer and will cover all products that are part of our proposal.	*
48	What are your proposed exchange and return programs and policies?	KI is a just in time manufacturer and produces products according to a client's specific specifications, therefore an exchange option or program is not required. Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment. If a product is defective upon arrival, and if written notice of the defect is given to KI, both product and services will be covered by KI's warranty.	*
49	Describe any service contract options for the items included in your proposal.	KI will offer its full product line and our subsidiary companies product lines to Sourcewell. KI has an extensive educational portfolio, along with a full line of systems products, files & storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications. KI also has factory trained technicians and installation partners throughout the US that can assist in fulfillment needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	KI uses the tools of SalesForce.com to store Sourcewell contract terms and discounting. Salesforce.com is tied to KI's proprietary quoting system in a way that once the Sourcewell contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote. Each Sourcewell Purchasing option and tier has a unique contract number in Sourcewell to ensure proper costing is populated based on the customer requirements. KI is composed of a team of inside sales specialists, Regional Sales Representatives and a robust Dealer network. A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer network partners must request a quote from KI in an effort to ensure contract discounting compliance. Built into KI's pricing submittal is Dealer compensation. KI values the customer experience and finds great value in allowing the Customer to determine their comfort level in administering a purchase order direct to the Manufacturer or through their trusted Dealer network. Either way, KI makes sure that the end-user price is always based on the awarded contract discount. The unique Sourcewell contract numbers that were applied to the various Sourcewell procurement options (volume tiers and Delivered or Delivered and installed) are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure. Once a PO and accompanied quotation is received by KI's order entry team, they log in the order and order information including the Sourcewell contract numbers. KI's system has programing written to scan for the use of the Sourcewell contract and accrue the administration fee for future reporting and payment. On a quarterly basis KI's Contract Management department will run the reporting based on all of the Sourcewell contracts and input the data into the Sourcewell sales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check from the accrued account is cut and accompanied by the sales usage report to the remittance address of Sourcewell. Over the last few years KI has invested many resources into programing a proficient way to have our procurement programs and automations take the guess work out of the compliances. The current enhancements have helped make a good process great and we are not about to stop there. Every year the KI team looks at how we can reinvest our efforts into making a Customer's experience better. To KI a Customer is defined as our internal team and partners, and anyone affiliated with KI and its business. Our goal is to continue to grow and find ways to make working with KI an effortless experience.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, P-Cards are accepted at time of order placement only, order needs to be $500 or less and be paid in full. There would be no additional costs to the Sourcewell Member if using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	KI will be providing a percentage discount off KI's published product price lists. In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We have provided Sourcewell with direct links to all of KI product price lists. These price lists are also available at ki.com/planning/pricelists.aspx to download. It is best to rely on the electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing. As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. Product selections can be provided by KI Representatives or through our extensive dealer network.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Catalogs provided show "list pricing". KI will be providing a percentage discount off list pricing. Discounts will vary depending on product and geographic area. KI has established 4 "zones" that will cover our 48 contiguous states. Those 4 zones offer both a "dock" delivery option and an "installed" option for Sourcewell customers. Zone 5 has been established for Alaska and Hawaii. Zone 5 offers a "dock" delivery option only for port of exit. Delivery from continental US to HI or AK may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case by case basis. Using the total list price of a project, the tiered discount can then be determined. Please see the product discount spreadsheet under the Pricing Offered section of the RFP.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	KI's pricing policy is to always provide the "BEST PRICE" on all of its products, which eliminates the need for rebates, incentives, or additional discounts. It is KI's intent to provide Sourcewell and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage. KI also has an internal group (Personalized Solutions Group), which takes product solutions and makes minor modifications to them, again to meet a specific client needs, application, or sustainability requirement. Personalized solutions allows KI the ability to create greater variety in products at desirable prices. These items would be quoted on a case by case basis.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not only has KI provided a discount for dock delivery but we have also provided an "installed" option for Sourcewell customers. Installation for HI or AK, if requested, will be negotiated between the customer and the installer on a case by case basis. Auditorium /Fixed Seating & Demountable Walls Architectural products are not quoted with installation charges and are quoted on a project by project basis. Spacesaver Products Installation: Due to the customer nature of this equipment, it is quoted per project; however, installation charges for non-union, non-prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.	*

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Products quoted as “Delivered Pricing”, no additional cost will be given. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing. Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following: • A need for special delivery equipment, including lift gates • The absence of a loading dock • Re-direction or re-consignment of product • Detention charges • Street unloads • Improper refusal of product • After hours/weekend installation • Union labor rates if required • Additional fees for installations in excess of 30 miles from closest servicing center and on full service installation orders less than $2,500. Auditorium /Fixed Seating & Demountable Walls Architectural products are not quoted with transportation and are quoted on a project by project basis. Spacesaver Products Freight and inside delivery: is quoted per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	KI reserves the right to select the “best way” shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Products quoted as “Delivered Pricing” shall be “F.O.B. Origin,” and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	KI’s Discounting is zoned in a way to provide price relief to geographic areas. Within this structure KI provides multiple delivery options for each end users site conditions and specifics. A few of KI shipping methods are: • Parcel (FedEx or UPS) • Standard LTL • Truckload • Advance Shipment Notification (ASN) • Blanket Wrapping	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management. Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases. Sourcewell members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the Sorurcewell contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order. KI's Process for tracking sales from distributors and/or dealers - On a weekly basis, reports of orders that are entered during the previous week are printed. - The end-user is determined on each order by checking the order notes, ship to address, purchase order or by e-mailing the sales rep/dealer for clarification. - The end-user of each order is then checked against the Sourcewell member list. If the end-user is listed on the membership lists, the contract number is added to the order. - At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Sourcewell contract number listed on it. - When a dealer would have purchased for a member, the contract number is listed in the notes and all of the member information is then listed on the report. - Showcase query is then used to put the EDI information into the Excel document. - The report is then again checked one last time to make sure end-users are still an existing member of Sourcewell. At this time the member's name, address and member numbers are also check for accuracy. - When all final checks are completed, the report is sent via email to Sourcewell. - The admin fee and letter is then to Sourcewell.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	KI and its Subsidiaries would like to propose a 1% administrative fee calculated as a percentage of the contract sale price and to be payable to Sourcewell for facilitation and promotion of the contract opportunity.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most important is the feedback from the customer. KI has taken on a major initiative in enhancing the customer experience. Through our continuous improvement of corporate processes and policy to our internal customer service training and our customer surveys KI believes that the customer's needs will continue to change, and KI must adapt with it. Every survey score is reviewed and any score that is low is flagged and a personal call is made by our leadership team to assist in improving the experience and learning what steps need to be taken to make this the exception.	*

66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Commitment to Quality Everyone at KI – from the sales representative out in the field to the engineer working on the manufacturing floor – upholds customer satisfaction as one of their ongoing responsibilities. And, quality is a key part of the equation. To ensure our customers throughout the world feel assured that our products and services will meet their diverse quality requirements, we practice several quality performance measurements, including ISO 9001 certification, Six Sigma methodology, Kaizen processes and high ethical standards. We also incorporate environmental health and safety programs to ensure our business protects the health and safety of our employees, customers, vendors, communities and environment. KI's BIFMA Testing Lab certified Sourcewell can assure its members of the finest products by insisting that vendors meet acceptable quality standards. Those acceptable standards in the contract furniture industry are ANSI/BIFMA standards that test for stability, strength, durability and load. We qualify KI products to the applicable ANSI/BIFMA and UL test standards through independent and internal testing. KI is ISO 9001 registered, houses a state-of-the art and accredited laboratory testing facility with accurate equipment and fully trained personnel. *Copies of specific KI product test results are available upon request as required for product specifications, etc.* Our customers' appraisals of our performance, specifically quality, is of utmost importance to us. Please find the attachment titled BIFMA Testing for your review.
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	FURNISHING KNOWLEDGE THROUGH DESIGN Design shapes how we see ourselves, drives emotion and ensures safety. Our approach to design uses platforms of simplicity, universality and connectivity. Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and a balance between the basic work styles (Focus, Interaction, Ideation and Regenerative) and behavioral needs of users. Whether you're furnishing a school, workplace, healthcare center or government facility, each space presents its own nuances and challenges. At KI, we've spent decades learning about each of these core markets. We apply that knowledge to designing furniture that meets each market's specific requirements for aesthetics, durability, functionality, flexibility and technology integration. We invite you to experience how we can collaborate to meet your furniture needs. We can help you design campus and learning spaces that support a variety of engaging activities and reflect the growing importance of innovation, collaboration and creativity as found in professional environments. KI will work with Sourcewell members through brainstorming and collaborative activities to uncover key insights for their specific projects.

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	Infinity from KI At KI, we are uniquely positioned to bring your vision to life through our Infinity process. Whether you want to modify an existing KI product or create something totally from scratch. Infinity from KI is a tried-and-true way for the KI team to engage with you to design and build the furniture you want and need -- personalized for your brand, your employees, your space. Inspiration can come from anywhere. Perhaps you like a standard KI product but you want to change a feature that we may not consider "standard" for that product. That's okay; we can do it! Or, perhaps you want to change everything about the product and create a totally new product. We can do that, too. See It Spec It See It Spec It allows you to view different fabrics, finishes and options on select products. With the click of a button, change the fabrics and finishes on select seating, tables, desking, benching, panel systems, storage and accessories. CAD/Revit Symbols Our CAD and Revit symbol library will quickly and accurately provide you with the product information you need to specify your project. Browse our 2D and 3D planning symbols available in DWG (CAD) or RFA (Revit) formats, compatible with a variety of planning and visualization software platforms. Learn more about our additional technologies, Encompass, 20/20 Technologies and Project Matrix. Images Browse, download and share images of KI furniture in myriad styles and applications. Surface Materials: Fabrics & Finishes Browse standard fabric and finish offerings and view specifications, colorways and product approvals.
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	KI has evolved over it's time to not just look at what products we can provide to an end user, but to act as visionaries, to see and understand what the Customer needs. Our design and development team is active among the Architectural and Design firms trying to get an understanding of what our customer in every market is looking for. Over time the way people work changes, and in some cases, history tends to repeat itself and a customer's needs can go full circle. That has never been more apparent than in todays markets and it is importance to stay ahead of those needs. By listening and networking within the core markets, our teams can assist in creating products that not only fit the design trends but also the functionality required for a fast-paced environment. An initiative that cannot impede on the learning experience of a student and faculty or customer's office efficiencies and certainly does not sacrifice its quality. We may have started out providing metal folding chairs, but we have listened to our customers and understood they wanted more.
70	Describe how your products are integrated or factor into a LEED certified facility.	Environmental Overview LEED Programs RECYCLED CONTENT (1-2 Points) All KI products contain varying percentages of recycled content based on the material, product, and any specific or variable requirements. REGIONAL MATERIALS (1-4 Points) Manufactured within 500 miles of the project location. Manufactured: Six manufacturing locations depending on product. Raw materials: As a just in time manufacturer, material selection, and project locations will vary. CONSTRUCTION WASTE MANAGEMENT (1-2 Points) Packaging Material - All corrugate, plastic wrap, metal or plastic binding is recyclable. - Packaging options help to support LEED NC & CI – MR 2.1 and MR 2.2 Construction Waste Management or LEED EB - MR Prerequisite 1.1 Source Reduction and Waste Management. - KI can assist in creating an onsite recycling program with the General Contractor. LOW EMITTING MATERIALS (1-2 Points) SCS Indoor Advantage™ Gold Certificate can be found at: www.scsglobalservices.org

		- Qualifies for LEED low-emitting materials credits, complies with ANSI/BIFMA X7.1/M7.1, meets CA 01350. CERTIFIED WOOD (1 Point) Forest Stewardship Council (FSC) Certified FSC Chain of Custody verification @ www.fsc.org - Available by “special request” on wood options DAYLIGHT AND VIEWS: Daylighting (1-2 Points) Maximize interior daylighting strategies - Movable Walls and Systems with glass options HEALTH PRODUCT DECLARATIONS (HPD) (1 Point) - Health Product Declaration (HPDs) provide a full disclosure of the potential chemicals of concern in products by comparing product ingredients to a wide variety of “hazard” lists published by government authorities and scientific associations. - KI continues to add products to this list as we receive supplier information. LIFE CYCLE ASSESSMENT (LCA)/ENVIRONMENTAL PRODUCT DECLARATION (EPD) (1 Point) - LCA/EPD is a technique to assess the environmental aspects and potential impacts associated with a product. - Our goal is complete at least one LCA/EPD a year due to the time needed and the costs involved in gathering and creating documentation. - KI continues to add products to this list as we receive supplier information. RE-USE/RECYCLING (1 Point) - KI selects materials that can be recycled at the end of a product’s use and designs its products so that it can be easily disassembled and separated for local recycling facilities. - Disassembly Instructions can be found online or by request. - We have resources and a National Program that will assist or remove product and either donate to a non-profit or recycle the product to eliminate it from the landfill. FACTS® CERTIFICAITON - The Facts certification mark is owned by the Association for Contract Textiles, Inc. (ACT) - A Facts sustainability rating indicates a textile has been evaluated for environmental, economic and social aspects across its life cycle. - Pallas currently has over 35 sku’s that have been awarded this certification. LEED Other Credits: (1-4 Points) - Environmentally preferable interior finishes and furnishings, allows project teams to earn an Innovation point for purchasing products certified under ANSI/BIFMA e3 Furniture Sustainability Standard. - Enhanced Acoustical Performance: Design to meet STC Rating and reducing external and internal noise transmissions/ - Innovation Credits: o Pilot Credit 44: Ergonomic Strategy; Identify activities and benefits of ergonomics in furnishings, equipment, and education. o Design for Flexibility o Regional Materials	
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	KI and its subsidiaries have been successful in continuing to grow our market share since the beginning of our relationship with Sourcewell in 2008. We believe that our values and passion to support the customer are strongly aligned. Both Sourcewell and KI value the relationships with the customer and continue to better understand how to support the Government and Educational sectors. KI has strong leadership and strive to provide training to our representatives regarding the importance of these aligned goals. In turn we understand the importance of being able to satisfy the customer’s desire to work with specific local dealers/ contractors/ installers that other manufacturers who must utilize franchise dealers cannot. The advantage this presents is customer comfort, the ability to work with who they are comfortable with. Our goal is to continue to partner with other Sourcewell contract holders to promote KI product and the Sourcewell portfolio of contracts, for the betterment of its members. Our growth and success in these markets will continue to grow by instilling these values and offering this effortless experience to the Sourcewell members and any customer looking for a furniture solution.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. t is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. f you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. f the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - 10. Financials strength and stability.pdf - Monday December 16, 2019 17:07:33
- Marketing Plan/Samples - 32. Marketing - Sourcewell---K -Contract-Overview.pdf - Monday December 16, 2019 17:08:01
- WMBE/MBE/SBE or Related Certificates - 40. Minority (MWBE) Subcontracting Plan-2019.pdf - Monday December 16, 2019 17:08:10
- Warranty nformation - 43. Terms-Conditions-Rights-and-Warranties.pdf - Monday December 16, 2019 17:08:21
- Pricing - 62.Pricing Sourcewell Discount Matrix.xls - Wednesday December 18, 2019 10:37:45
- Additional Document - Additional Documents.pdf - Monday December 16, 2019 17:20:07

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Guy Patske, Assistant Secretary , Krueger International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_12 Fri December 13 2019 10:00 AM	☑	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_11 Thu December 5 2019 11:10 AM	☑	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_10 Thu December 5 2019 08:01 AM	☑	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_9 Mon December 2 2019 09:33 AM	☑	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_8 Thu November 21 2019 03:08 PM	☑	--
RFP 121919 - Furniture Solutions with Related Accessories and Services_Addendum_7 Wed November 20 2019 08:59 AM	☑	--
RFP 121919 - Furniture Solutions with Related Accessories and Services_Addendum_6 Mon November 18 2019 01:41 PM	☑	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_5 Mon November 11 2019 08:34 PM	☑	--
RFP_121919_Furniture Solutions with RElated Accessories and Services_Addendum_4 Mon November 11 2019 07:21 PM	☑	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_3 Fri November 8 2019 03:17 PM	☑	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_2 Mon November 4 2019 10:26 AM	☑	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_1 Thu October 31 2019 11:34 AM	☑	--

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Sourcewell

Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Humanscale Corporation**, 220 Circle Drive North, Piscataway, NJ 08854 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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 must 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 or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must 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 one and a half 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

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work and provide that no laborer or mechanic must 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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

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covered by 31 U.S.C. § 1352. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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 C.F.R. § 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.

24. CANCELLATION

DocuSign Envelope ID: 5DE19108-9113-4B62-91E4-22A871EC8AC2

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 2/17/2020 | 5:01 PM CST

Humanscale Corporation

DocuSigned by:
By: Katie Miglin
D20E2D485E5E442...

Katie Miglin
Title: Sr. Contract Administrator
Date: 2/18/2020 | 6:49 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 2/17/2020 | 6:57 PM CST

DocuSign Envelope ID: 5DE19108-9113-4B62-91E4-22A871EC8AC2

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name:	Humanscale Corporation
Does your company conduct business under any other name? If yes, please state:	N/A
Address:	220 Circle Drive North Piscataway, NJ 08854
Contact:	Katie Miglin
Email:	kmiglin@humanscale.com
Phone:	732-537-2944 1109
Fax:	732-356-4146
HST#:	11-2793425

Submission Details

Created On:	Thursday October 31, 2019 08:02:54
Submitted On:	Thursday December 19, 2019 14:27:16
Submitted By:	Katie Miglin
Email:	kmiglin@humanscale.com
Transaction #:	aa4898df-68b6-44e4-88e2-8ba23b9561e9
Submitter's IP Address:	148.77.88.54

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Humanscale Corporation	*
2	Proposer Address:	220 Circle Drive North, Piscataway, NJ 08854	*
3	Proposer website address:	www.humanscale.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Katie Miglin, Sr. Contract Administrator Government Specialist, 220 Circle Drive North, Piscataway, NJ 08854, kmiglin@humanscale.com, 732-537-2944 ext 1109	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Katie Miglin, Sr. Contract Administrator Government Specialist, 220 Circle Drive North, Piscataway, NJ 08854, kmiglin@humanscale.com, 732-537-2944 ext 1109	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patrick Mulvena, Director of Government Sales, 2104 Market Street, Philadelphia, PA 19103, pmulvena@humanscale.com, 302-544-0544	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Humanscale has been a provider of ergonomic solutions for more than 30 years. Founded in 1983 by CEO Robert King with a focus on high-performance tools that support a healthy, more active way of working, Humanscale is now the global ergonomics leader with a reputation for designing intuitive products which improve the comfort and health of office workers. The company, headquartered in New York, made its first mark as a workplace ergonomics pioneer in the 1990s with the introduction of revolutionary articulating keyboard systems. Humanscale solidified its status as a true market leader with the introduction of the Freedom chair in 1999, created by renowned ergonomics designer Niels Diffrient. The innovative executive task chair broke new ground by combining unprecedented functionality with minimal manual controls. Humanscale followed suit with a series of Diffrient seating designs including Liberty, Diffrient World, and Smart chairs. In 2009, Humanscale sold its millionth Freedom chair. Diffrient's design for the Liberty chair—a unique mesh seating solution introduced in 2004—continued Freedom's legacy, collecting a number of prestigious awards in its own right, and earning a place in the 2007 National Design Triennial at the Smithsonian's Cooper-Hewitt, National Design Museum. Diffrient's seating solutions for Humanscale have even gained attention from Hollywood, gracing the sets of a lengthy roster of hit television shows and films, including New Girl, 24, Ugly Betty, Heroes, The Bourne Ultimatum, Mission: Impossible III, and Mr. & Mrs. Smith, Bones, Boston Legal, NCIS, Fast and Furious 7, Criminal Minds, Fantastic Four, Limitless, CSI: Cyber, Independence Day 2 and most recently The Intern. Humanscale's latest products continue the company's legacy as a leader in innovative, award-winning, user-focused design and include the groundbreaking Element Disc LED task light, the Ballo stool, and the QuickStand height adjustable workstation. We are the leading designer and manufacturer of ergonomic products that improve the health and comfort of work life. Our philosophy that good design achieves more with less. Function, simplicity, longevity, and sustainability are at the core of all our designs. When thinking through the design and manufacturing of each product, we carefully consider the materials and resources used, in aim of creating an overall Net Positive Impact. Humanscale does not merely sell furniture. We provide ergonomic solutions and are a company that researches, designs, develops and manufactures tools and resources for the workplace. Humanscale provides and creates a healthier, more comfortable and more productive working environment. We have been providing ergonomic solutions for over 30 years and have held the belief that design based on functionality and ease of use results in honest and enduring products.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	As the pioneer and leader of office ergonomics, Humanscale makes products that allow workstations to adapt to the user, not the other way around. We offer a range of sit/stand solutions from electronic and counterbalance adjusted workstations to desktop sit/stand solutions. We offer a range of different Ergonomic chairs including task chairs, conference seating, multi-purpose seating, and guest/side chairs. Our range (portfolio) of ergonomic office solutions include(s) keyboard trays, height and depth adjustable monitor arms, task lighting, cable management solutions, ergonomic software, and additional ergonomic accessories. We also offer a range of Point of Care medical equipment solutions within the healthcare environment which includes workstation on wheels, Medical Carts, and our V6 wall stations. We have an Ergonomic Consulting Division made up of certified Ergonomists who offer a range of different trainings and ergonomic evaluation services which would also be available through Humanscale on this contract. Humanscale's 200+ sales reps who support every part of the U.S. and Canada that will be available to all your members to provide ergonomic and product expertise and provide samples for evaluation.	*
9	What are your company's expectations in the event of an award?	Humanscale views the Sourcewell contract as imperative to growing our local government business in the U.S. and Canada. We would have the ability to aggressively grow this government segment by utilizing a large national cooperative contract that we would lead with to position Humanscale. From the onset of an award we would proactively contact existing members about Humanscale's new Sourcewell contract with the hope of setting up as many face to face meetings to learn more about their current ergonomics program, furniture standards, and help enhance their current work environment. To enhance our own marketing efforts we would look for additional marketing support that Sourcewell can provide on Humanscale to your members. Quarterly business reviews and annual planning would be conducted to keep focus on growing this contract and establish new action steps. Links and microsites could be established from Humanscale's website for additional info on Sourcewell and we would ask for the same support from Sourcewell. Strategic account conversations and collaboration would be welcome to help grow our business on this contract.	*

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	A copy of our audited financials have been uploaded.	*
11	What is your US market share for the solutions that you are proposing?	35%	*
12	What is your Canadian market share, if any?	31%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Humanscale has not petitioned for bankruptcy.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Humanscale designs, develops and manufactures all our products. We have a dedicated team of designers and engineers that utilize customer and design community feedback, market research, and workplace dynamics research to create our current and future product line. Humanscale has a dedicated direct sales organization of over 200 associates located in major markets and remote geographies throughout the US and Canada. These 200 sellers are fully trained in not only our full product portfolio but also the health and wellness elements of proper ergonomics. They are supported by product specialists located in major markets along with technical support for small installations and warranty work/repairs. These 200 sellers work hand in hand with over 400 dealers in the US and over 100 dealers in Canada to market to and provide service to the 50,000+ Sourcewell agency members. This creates a team of over 3,200 sellers within North America.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Humanscale holds BIFMA certifications, and patents for our products. Other certifications held are our sustainability certifications.	*
16	Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.	Humanscale has never been suspended or disbarred.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Seating (Ergonomic Task Chairs, Conference Chairs, Stools & Guest Chairs): o Freedom, Liberty, Smart, Diffrient World, Liberty Side, & Occasional Chairs • Seating (Executive Boardroom Chairs): o Summa • Side Seating (Multipurpose Seating): o Cinto, Trea, and Ballo • Ergonomic Workstation Tools: o Keyboard Tray Systems & Accessories, Monitor Arms, Technology (Docking/Charging Stations) and CPU Holders • Lighting & Ergonomic Accessories: o Task Lighting, Personal LED Desk Lamps, and Ergonomic Accessories • Cable Management: o NeatLinks, NeatLinks Slim, NeatTech & Neat-Up • Height Adjustable Sit-to-Stand / Desktop: o QuickStand Eco (only) • Height Adjustable Worktable (Pneumatic/Counterbalance): o Float Tables, QuickStand Products, Monarch Mat | Worksurface Tops: for All Table Bases • Height Adjustable Worktable (Electric): o eFloat Lite and eFloat Flex Table Bases (only) • Healthcare Point of Care Solutions (POC): o Wallmount Workstations & Workstation on Wheels (WOW) Technology Carts • Ergonomic Consulting Services (Ergonomics Software): o ergoIQ	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Humanscale has amassed various awards for our products. Design Excellence, Product of the Year, Best of Year, Innovation by Design, Interior Design HiP, Manufacturer Visionary Award, Red Dot Design, IoT Breakthrough, Architizer A+, Best at NeoCon	*
19	What percentage of your sales are to the governmental sector in the past three years	Humanscale's government business includes federal, state, local, Higher Education, and K-12. In 2019 Humanscale sold $52 million into the U.S. government sector out of overall US and Canada sales of $300 million (amounts to 17%). In 2018 our government sales were $47 million out of total US and Canada sales of $290 million (amounts to 16%). In 2017 our government sales were $44 million out of total US and Canada sales of $264 million (amounts to 16%).	*
20	What percentage of your sales are to the education sector in the past three years	2017 - $8M 3% 2018 - $10M 3% 2019 - $12.5M 4%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	E&I: 2018-$6M (was awarded 1/1/18); 2019-$9M St of New York: 2017-$2.1M 2018-$3.8M 2019-$2.9M St of Georgia: 2017-$1.1M 2018-$2M 2019-$1.5M TXMAS: 2017-$2.2M 2018: $2.9M 2019-$3.3M CMAS: 2017-$300K 2018-$500K 2019-$750K MHEC: 2017-$150K 2018-$200K 2019-$350K	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Humanscale holds two GSA contracts, Schedule 71 and Schedule 75 Schedule 71: 2017-$8,249430 2018-$7,434,960 2019-$12,440,599 Schedule 75: 2017-$5,850,867 2018-$5,947,040 2019-$7,314,213	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
County of Orange / Social Services Agency	Juanita Trejo-Middleton	714-541-7775	*
State of California Department of General Services	Candace Briggs	916-375-4136	*
Maricopa County Facilities Management	Aisha Stordeur-Hurtado	602-372-3318	*
Johnson County	Lydia Travis	913-715-1151	
City of Seattle Department Finance and Administrative Services	Jami Wallace	206-684-0243	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	

State of California	Government	California - CA	Sit/Stand Products, Monitor Arms, Keyboard Trays, Medical Carts for multiple agencies Department of Corrections and Rehabilitation - 2019 (Medical Carts) Department of Motor Vehicles - 2019 (Monitor Arms) Employment Development Department - 2018 (QuickStand - Sit/Stand) Department of Developmental Services - 2018 (Monitor Arms) Employment Development Department - 2017 (QuickStand - Sit/Stand) Office of Statewide Health Planning and Development - 2017 (Monitor Arms)	$691,330 $289,147 $1,841,256 $280,787 $1,370,083 $127,257"	$4,647,760.00	*
County of Los Angeles	Government	California - CA	All Product Lines: Height Adjustable Workstations, Seating, Monitor Arms, Keyboard Trays, etc. Department of Public Works 2019 Project: Department of Public Works 2018 Project: Department of Mental Health 2018 Project: Department of Mental Health 2017 Project: Department of Social Services 2017 Project: Dept of Children and Family Services 2019 Project: Dept of Children and Family Services 2018 Project: Dept of Children and Family Services 2017 Project: Sheriff's Department 2017 Project:	$546,958 $515,136 $ 30,830 $191,125 $115,583 $ 33,268 $533,631 $ 96,056 $ 98,973"	$2,334,063.00	*
University of Colorado Hospital	Education	Colorado - CO	"Seating, Monitor Arms, Medical Carts, Wall Mounts 2019 Project 2018 Project 2017 Project	$384,886 $1,317,484 $325,827	$2,028,197.00	*
County of Orange	Government	California - CA	All Product Lines: Height Adjustable Workstations, Seating, Monitor Arms, Keyboard Trays, etc. Social Services Agency 2019 Project: SuperBlock 2019 Project: Auditor's Office 2019 Project: OC Superior Courts and Sheriff's 2018 Project: SSA, Probation and Sheriff's 2017 Project:	$959,814 $231,850 $114,850 $185,977 $137,541	$1,668,200.00	*
County of Riverside	Government	California - CA	All Product Lines: Height Adjustable Workstations, Seating, Monitor Arms, Keyboard Trays, etc. Department of Public Social Services 2019 Project: Probation Department 2018 Project: Department of Public Social Services 2017 Project:	$553,587 $135,235 $520,360	$1,209,182.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any

overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Humanscale has a dedicated Government Team that will be focused on sales and service across both the US and Canada. In the US there are 10 dedicated Government Sales Specialists located in strategic markets. Each specialist will be trained on all facets of the Sourcewell contract and member agencies to provide sales and service on a direct basis within their respective regions of the county. In addition, each specialist will provide localized sales support and training to the other 200+ Humanscale sellers located throughout the U.S. and Canada. We have seventeen showrooms located in major markets across the US and Canada. In addition, we have sales representatives and technical product specialists in located throughout the US and Canada. We work extensively with over 300 dealers throughout North America. Managerial leadership for the Sourcewell partnership will be provided by our Government Sales Manager – Western Region, Tom Rennie, overseeing and supporting 5 specialists and Pat Mulvena, Government Sales Director East, supporting the other 5 specialists. Pat and Tom will ensure that the Humanscale sales team is engaged with every Sourcewell member agency along with active, hands on, sales support and training. Through our customized CRM portal we will track and measure activity to ensure proper and complete coverage of all members. This will include delivering appropriate ergonomic consultative evaluations and education along with applying our vast portfolio of product solutions ensuring agency members realize the health and wellness benefits of Humanscale products. The overall leadership and management of the Sourcewell agreement will be provided by John Finken, VP Government Sales and Katie Miglin, Government Contract Specialist. John will work closely with Sourcewell leadership and together with Pat and Tom, create the annual strategic business plan to programmatically achieve sales growth targets and improved service coverage across the US and Canada. The annual plan will have region by region member coverage and marketing plans plus detailed metrics, measured monthly, to ensure full participation by our entire sales force. Katie will be responsible for contract management including monthly and quarterly reports and audits to ensure 100% accuracy in our Sourcewell sales reports. Katie will also make sure agreed to contract discounting is applied to all product sales to member agencies ensuring the leveraged benefit of the Sourcewell agreement is realized by every member, large and small. Katie will also make sure any new products are added to the contract through the appropriate contractual process as soon as possible to deliver the greatest value possible to each member agency. A list of our showrooms and dealers has been added to the upload documents section.	*
26	Dealer network or other distribution methods.	Humanscale is an open line so we can sell through any contract furniture dealership in the U.S. and Canada. Additional distribution methods include Humanscale's IT Distribution Division which partners with any IT resellers like CDW and SHI. Our Retail Division works closely with retail partners like Wayfair, Relax the Back, Crate and Barrel, and Pottery Barn.	*
27	Service force.	Majority of our government business is partnered with local dealerships who normally provide the (design and planning, proposals and quotes, order entry and order management, project management, installation, punch list resolution, training, product orientation, billing, long term facility maintenance, warranty and after sales services) installation or warranty repair services but in every Humanscale office across the country we house our own techs who also support small installations and any warranty or repair work that is needed.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Humanscale has a dedicated team of over 130 associates that make up our Customer Care Team. There are seven departments/teams that cover different elements to effectively surround the sale, enrich the customer service experience, and speed response time. The most important teams that will enhance the overall Sourcewell member experience are Order Entry, Order Change, Critical Orders, eCommerce, and after sales Field Service. There are over 50 key performance metrics (KPRs) that are measured on a monthly basis across all 7 teams. For example, order accuracy must meet or exceed 99.0% every month. Call times are measured for talk time, hold time, transfer time and satisfactory resolution among other KPRs. The Order Entry team does have incentives in place focused around the volume of orders processed/entered and order accuracy. Should a Sourcewell member experience any product problems we also have a dedicated warranty claims and returns team to promptly process these important after sales services related issues. The Customer Care team is located strategically in our regional offices across all three US and Canadian time zones. Orders can be entered from any of our offices thereby providing in excess of 12 hours of daily customer services from coast to coast.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Humanscale supports every territory/region within the U.S. and Canada. Even in remote areas throughout the US states and Canadian provinces we have remote sales representation and dealer sales and support services.	*

30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	The Sourcewell contract will become the primary contract for government and non-profit customers. We would lead with Sourcewell for all Humanscale's sales with all Local Government and non-profit customers, but it would also be an option within education (customers who would have the choice to utilize either the Sourcewell contract or the E&I contract).	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	For orders placed through an authorized dealer all freight charges are included in the new product purchase price for shipments within the continental US and Canada. Freight charges are also included in the new product purchase price for shipments to Hawaii and Alaska. The Sourcewell member would be responsible for the cost of transport from the selected port within the 48 continental states to the final designation in Hawaii and Alaska Jeff Thompson said it's included. I know for a fact that orders through dealers, freight is included. Should we keep it simple and state… "Freight is included in the purchase price for shipments within the continental United States and Canada, including Hawaii and Alaska."	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a workplace ergonomics pioneer of innovative and award-winning product solutions, Humanscale is a global ergonomics leader and the largest manufacturer of ergonomic office furniture and solutions in North America. Our commitment to continuous improvement of products, processes and business practices are part of the Humanscale philosophy. We look forward to offering continued innovative solutions, geared to solving the challenges faced in the workplace of today… and tomorrow. Humanscale transfers more of your investment into delivered quality products and services. Humanscale is known as the most efficient organization in the contract furniture industry today, providing clients with an outstanding performance to price ratio. With our roots in the methods of lean operations, Humanscale maintains the highest quality and innovation at the most competitive prices. We have created an organization that transfers more of your investment into delivered quality products and services than you won't find elsewhere. We invite our prospective clients to consider the total ownership experience which, in turn, will lead you to discover firsthand why clients choose innovative Humanscale product solutions and services. You get more standard features that make sense. Humanscale's ergonomic office furniture solutions provides all the following benefits: • Strength and durability to protect your furniture investment and image over time. • Design flexibility that offers fun and friendly options, including fresh coordinated finishes, and aesthetic design, quality and ergonomic integrity that are easy to use, and the leader in sustainability that provides Declare Labels with a Net Positive Impact • Integrated technology management made easy with multiple solutions. • All of this, plus a delivery model that outperforms in the industry With Humanscale, the costs of ownership are minimized. Successful companies constantly evaluate investment opportunities based upon the impact to the bottom line. The purchase of ergonomic office furniture solutions represents a total cost that extends beyond the purchase of a typical workstation, and we minimize the total cost by improving on: • Initial competitive tiered price • Aesthetic design, quality and ergonomic integrity that are easy to use • Getting People to Move • Function First and Simplicity • Product solutions that enhance the health and wellness at work • Net Positive Impact • Transparency in Manufacturing, Healthy Materials, Level 3 Certifications and Sustainable Operations • Longevity: Reduced Cost of Ownership – customer satisfaction • Ergonomic Consulting aimed at improving worker comfort and reducing employer costs Humanscale has a dedicated Government Team that will be focused on sales and service across both the US and Canada. In the U.S., there are 10 dedicated Government Sales Specialist located in strategic markets. The Humanscale government team will promote the Master Agreement with all state and local government, education and non-profit entities as the Humanscale lead contract vehicle. This team is well versed in the government procurement rules for states within their regions and have the expertise to present the value that Sourcewell brings to its members. Our government team will train the local dealers on the use of the agreement and will work with them to develop a sales strategy for their specific market. Humanscale also provides literature, catalogs and education specific to each Sourcewell member, which includes terms, conditions and product costs. In addition, each Government specialist will provide localized sales support and training to the other 200+ Humanscale sellers located throughout the U.S. and Canada. Also, the Government Specialist will educate and train our staff of 25 Architecture and Design representatives that will be communicating our Sourcewell and Humanscale message within the Architectural & Design community. Humanscale's dynamic marketing department would develop material to announce this new award to our entire dealer and reseller network, design firms across the country, and all our customers who would have the ability to utilize this contract. In addition, the marketing department will be sending out regular updates and emails to the Sourcewell members on educational seminars and ergonomic trainings we are sponsoring for each local market community on a regular basis. In addition to the 26 Humanscale showrooms located in the U.S. and Canada, our dealers have showrooms in local markets which are available for customers to visit and see Humanscale product offering first hand. Marketing material has been uploaded	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Humanscale actively utilizes LinkedIn, Twitter, Pinterest, Instagram, and Facebook for our social media outlets to enhance marketing effectiveness to showcase product, news, installation images, sustainability messaging, etc.	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In our view, Sourcewell's role includes assisting vendors and customers on contract related questions, member outreach, trainings, networking, and available for account strategy conversations to grow business for us both. We would integrate a Sourcewell awarded contract into our sales process by introducing this contract and aggressive discounts to our current customers, new customers, dealers, and design firms who work within the government and education market. Soucewell would be our lead contract across North America for all local government and non-profit customers. We would keep data on all orders and customers using this contract and then push for use with all customers who process orders not using this contract as pricing would be advantageous to them.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are open to working with any vendors who are part of the Sourcewell contract that offer e-procurement platforms for your customers if recommended. We are currently in conversations with Jaggaer to open up Humanscale to their e-procurement platform. Another avenue we use is Ariba. Humanscale products have been sold for at least 10 years through the GSA Advantage e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Being an ergonomics manufacturer, Humanscale always promotes end user training at the local level by our sales field at no cost to help educate the customer on how to properly utilize our solutions to take the most strain off their body while working. We also offer a fee-based Consulting Division made up of certified ergonomists for high level evaluations, trainings, and reporting on both industrial and office-based ergonomics. Our Architecture & Design and Sustainability teams offer CEU accredited presentations on a wide number of different topics around ergonomics and sustainability. These resources would be open to all members. Our new ergoIQ which is an online ergonomics software can be purchase for $25 per license. We do offer a higher assessment and train the trainer programs. The information and rates (because they vary) have been uploaded.	*
37	Describe any technological advances that your proposed products or services offer.	Humanscale holds a large number of patents for our products which are proprietary to Humanscale which include our keyboard tray mechanism, technology integration into our monitor arms and task lights, automatic tension control in our task chairs, automatic lumbar support in our mesh back task chairs.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a global company our approach focuses not only on minimizing our negative impacts but working to product significant positive contributions. Our goal is to make an overall Net Positive impact on the Earth. Our plant in Piscataway is significantly using the energy from out solar panels. Our office in Atlanta is LEED Gold certified and our Philadelphia office is LEED Silver certified. Humanscale is the only manufacturer that has two of our products, the Diffrient Smart Chair and our Float Table Living Product certified. Certifications: LEED Indoor Air Quality ANSI/BIFMA FSC Declare To view additional information about the Living Product Challenge, the site is: https://living-future.org/lpc/ Our sustainability certificates have been uploaded.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	International Future Living Institute (FLI); Declare Labels, Living Product Challenge. SCS Indoor Air Quality ANSI/BIFMA level 3 Forest Stewardship Council LEED HPC (Health Product Declaration Collaborative	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We work with women or minority owned business entities, small business entities, and veteran owned business across the country. A list has been uploaded	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Humanscale is the world's leader in ergonomic product offerings. Our focus is ergonomics and our design philosophy is very unique in that we focus on making products that are very easy to use and not complicated. We are also the industry leader in material transparency. Humanscale holds 60% of all Healthy Product Declarations in our entire industry which proves that all the ingredients which our products are made of do not include any red listed chemicals. We also have one of the largest sales teams in the industry who call on and educate customers in ergonomics which helps grow business for us both. In addition, the Humanscale Consulting Division, consisting of over 30 certified ergonomists, are available for consultation, individual evaluation and train the trainer ergonomic seminars. Humanscale also developed a proprietary, cloud based ergonomic diagnostic tool that can in a matter of minutes provide work setting changes to eliminate potential muscular skeletal injuries and improve the overall health and wellness of any Sourcewell Member's workstation.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We have Canadian based sales teams of over 35 sales representatives who support Canada (offices are in Toronto and Montreal, and remote based reps throughout the other parts of the country) and we would train all our sellers and position the Sourcewell contract to government customers. There are over 100 dealers that sell and service Humanscale products throughout the 10 Canadian provinces who would also be trained on all elements of the Sourcewell agreement.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Yes, products, parts, and labor are covered throughout the duration of the warranty period.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Depending on the product the limitation would be 24/7 usage vs. Single Shift usage. In addition varies by product line.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes our warranty covers all costs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Humanscale technicians can cover most major cities in the US and Canada. For regions without a Humanscale technician we will work with trusted installation companies or dealers to complete the warranty work.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A We are not submitting items made by another manufacturer.	*
48	What are your proposed exchange and return programs and policies?	In order to avoid the need for an exchange program, Humanscale has a substantial "sample" program which enables Sourcewell members to trial our products in advance of placing their order to better ensure 100% satisfaction. In addition, Humanscale products are designed to be very modular where parts and pieces can easily be swapped. All returned and non-damaged refused orders are subject to a twenty-five percent (25%) restocking fee. Seating and special order returns will not be accepted. Customer must request a Return Authorization through the Humanscale Customer Care Department within 30 days of product receipt to return any product. If Humanscale agrees to restock the product, customer must return it freight prepaid to Humanscale, F.O.B., to the original shipping point or as otherwise instructed by Humanscale Customer Care. If product is returned without a Return Authorization, Humanscale will notify customer of the unauthorized return and customer must provide instructions for its disposition within one week thereafter. Failure of customer to respond within one week will result in Humanscale's right to dispose of the product with no credit. Return Authorizations expire sixty (60) days after the date of issue. If the returned product is not in resalable condition, customer will not receive credit for the return. Customer must promptly provide a purchase order or other acceptance of fees/credit reduction as required.	*
49	Describe any service contract options for the items included in your proposal.	We do offer a Preventative Maintenance option for our Healthcare Carts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We do not provide leasing or financing options, however if needed we can discuss extending our payment terms for a specific project.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Order Entry: Order Entry Team • Order receipt • Review order for errors • Order entry • Update PO log Order tracking: Customer Service • Ensure orders receive correct ship date • Ensure orders ship on time • Process order changes • Process replacement orders Ship Date Assignment and Inventory Management: Management Team • Assign ship dates • Manage inventory (if forecasts are provided) • Place orders with suppliers All Sourcewell purchase orders will be processed by Humanscale, whether the dealer submits the order or the order comes to us direct. The contracts team has a designated person who runs our reports. The report is tagged on her calendar to ensure the report is timely. The area I see we must work together is the fields for Customer Name, Email and Telephone number. These are not normal fields our ERP system supplies, so we must rely on the dealer that they receive this information, it is on their PO or ensure if the order is direct the information is provided.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do accept P-card payments and there is no additional costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Humanscale discounts are based per product category. Pricing materials have been uploaded.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discount are based off the list prices show in our price guide. The discount sheet and price guide have both been uploaded.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Humanscale does offer quantity discounts. Please see attached discount sheet uploaded in Proposers Assurance of Comp	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Humanscale and our authorized dealer network can facilitate the purchase of “open market” non-Humanscale products. Our dealer network provides a full array of design services to assist Sourcewell members with the overall planning process, product selection, mock ups, pricing proposals, order management and installation services. In addition, Humanscale does have the ability to customize our products to meet specific design or functional specifications. These Special Order Requests (SORs) are common and make up over 20% of our overall sales volume. Specials are quoted on a product by product bases as each one is uniquely designed for a specific application. Humanscale special orders would be discounted based upon the product category that the special is part of.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included in the price of the product would be limited to delivery and installation. These charges are typically quoted on project by project basis and are impacted by many factors including time and day of delivery, loading dock and elevator access, union and non-union labor requirements, etc.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Humanscale terms are FOB destination and include the cost for all freight charges to destinations in the continental US, Hawaii, Alaska and Canada provided products are ordered through an authorized Humanscale dealer.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is prepaid and FOB destination for order places through an authorized Humanscale dealer for delivery to Hawaii, Alaska, and Canada. Offshore destination other than Hawaii and Alaska would be considered on a case by case basis and may require addition freight fees based upon the final delivery location.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unlike most furniture manufactures, Humanscale is an open line manufacturer thus allowing Sourcewell members to purchase our products from any dealer of their choosing. We do the majority of our business with 230 “Authorized Dealers” in the US and Canada but have done business with over 1,500 dealers in North America. This creates a tremendous opportunity for Sourcewell members to pick the dealer of their choice and get competitive service quotations thereby lowering their costs for delivery and installation. Humanscale’s FOB destination terms covering the costs for freight to Hawaii, Alaska and all of Canada is also unique and provides accessibility to our products including delivery to every corner of North America at no additional cost.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Once an order is completed the system will generate an acknowledgement. This will show the product, discount and price. If there is any discrepancy Humanscale should be notified immediately to rectify the error. In addition when the orders ships a shipping acknowledgement is generated so you know when your product is on the way. With that information correct, that will translate to the report and correct administrative fee.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Humanscale would like to propose a 1.5% administrative fee.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Government sales team has identified all state, local, education and non-profit customer locations throughout North America. This database of target customers is an integral part of the systematic approach to covering the Sourcewell member market and assigning individual sales representative responsibility for contact and marketing activity. All activity must be entered in to our CRM sales tool and is reviewed with regional sales leadership on a monthly basis for non-dedicated government sellers. This same data for the 10 Government Specialists will be reviewed with their Director, either Tom Rennie and Pat Mulvena, on the weekly basis.	*
66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Humanscale has a New York based dedicated team of designers and engineers who oversee both internal product testing and coordinate all external third-party testing. We use the established BIFMA guidelines for our testing and all our products must not only meet but exceed required BIFMA tests. We have set up test laboratory in our Piscataway New Jersey manufacturing location where we can perform many of the required BIFMA test.	
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	Humanscale's broad ergonomic products portfolio is built to conform flexibly into the office of the future. Our ergo tools are easily moved and or re-configured to support spaces designed to promote impromptu meetings and collaboration. Humanscale technology products like Quick Connect, single cord M/Connect universal docking stations, and monitor arms (for even the largest monitors) can provide incredible ease of use for screen sharing and idea generation. Our multipurpose seating provides unprecedented comfort in these touch down spaces as workers spend more and more time here, so that being away from the desk doesn't hurt productivity. All of this means workers will not only be comfortable but also be able to effortlessly connect their technology and get to work. In addition, our monitor arms can be reconfigured as client needs evolve - to support multiple monitors, variable rotation etc.	

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	Humanscale products are designed specifically to encourage movement throughout the day, enhancing office culture through attention to worker wellness. From seating that self-adjusts to the user without anyone having to adjust knobs or levers, to height adjustable tables and monitor arms that move in any direction, our products will facilitate an active workplace and collaborative culture. The M/Connect, universal docking station, and power station, M/Power, can support most computer technology on the market today as well as tomorrow's technology so that as a customer's tech changes, these tools remain relevant maximizing the client's investment. Humanscale products are designed to be agile and adaptable to unforeseen future change which is inevitable and constant. A single monitor arm set up can easily be transformed into a dual, triple or more monitor arm configuration. We have a complete library of images available in My Resource Library for all our "Authorized Dealers" and CET files for ease of use. The A&D community has access to imagery and REVIT files for design and planning as well as specialized representation. Our internal sales team all have access to curated product application photography that can and will assist Sourcewell members in the design development phase of any project or relocation. The change management process specific to the transition from traditional panel-based, dedicated workstation environments to a more open, collaborative space with free address touch down benching stations and height adjustable tables is typically managed by our dealer partners with our support as this would encompass Humanscale products along with other furniture components.
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	Humanscale products are designed to be easy to use, provide excellent ergonomic functionality and endure the test of time while also be sustainably manufactured using solar powered factories and recycled materials. We also do not use any red list chemicals thus eliminating VOC off gassing. All our products are Greenguard certified for children and schools for indoor air quality. Our mission is to create a healthy workplace for every Sourcewell member agency associate. With over 30 certified ergonomists on our Consulting team, and 200 plus sales representatives across North America, the member agency could measure not just sales productivity but ergonomic muscular skeletal injury reductions and avoidance. We would compare the number of days of lost work due to workplace injuries including for example, back and wrist pain, against the national averages with the goal reducing lost work days due to preventable injuries. This will significantly reduce the number workers compensation claims annually. This would be further measured against the member agency's previous annual injury rate, lost work days resulting in the overall cost savings to the member agency. This would be compared to the investments in Humanscale products that are specifically designed, if used properly, to reduce muscular skeletal injuries giving each department or agency member as a whole, their specific return on investment from utilization of Humanscale products. Also, Humanscale products are designed to be agile and adaptable to unforeseen future changes in work style or technology in order to save time and money on required future change.
70	Describe how your products are integrated or factor into a LEED certified facility.	Humanscale products can contribute to the following LEEDv4.1 categories. • MR c. Building Product Disclosure and Optimization - Material Ingredients • MR c. Building Product Disclosure and Optimization - Sourcing of Raw Materials • IEQ c. Low Emitting Materials • PC c. Circular Products • PC c. Certified Multi-attribute Products and Materials • PC c. Ergonomics Approach for Computer Users • PC c. Social Equity Within the Supply Chain • PC c. Building Material Human Hazard & Exposure Assessment

71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	As a workplace ergonomics pioneer of innovative and award-winning product solutions, Humanscale is a global ergonomics leader and the largest manufacturer of ergonomic office furniture and solutions in North America. Our commitment to continuous improvement of products, processes and business practices are part of the Humanscale philosophy. We look forward to offering continued innovative solutions, geared to solving the challenges faced in the workplace of today… and tomorrow. Humanscale transfers more of your investment into delivered quality products and services. Humanscale is known as the most efficient organization in the contract furniture industry today, providing clients with an outstanding performance to price ratio. With our roots in the methods of lean operations, Humanscale maintains the highest quality and innovation at the most competitive prices. We have created an organization that transfers more of your investment into delivered quality products and services than you won't find elsewhere. We invite our prospective clients to consider the total ownership experience which, in turn, will lead you to discover firsthand why clients choose innovative Humanscale product solutions and services. You get more standard features that make sense. Humanscale's ergonomic office furniture solutions provides all the following benefits: • Strength and durability to protect your furniture investment and image over time. • Design flexibility that offers fun and friendly options, including fresh coordinated finishes, and aesthetic design, quality and ergonomic integrity that are easy to use, and the leader in sustainability that provides Declare Labels with a Net Positive Impact • Integrated technology management made easy with multiple solutions. • All of this, plus a delivery model that outperforms in the industry With Humanscale, the costs of ownership are minimized. Successful companies constantly evaluate investment opportunities based upon the impact to the bottom line. The purchase of ergonomic office furniture solutions represents a total cost that extends beyond the purchase of a typical workstation, and we minimize the total cost by improving on: • Initial competitive tiered price • Aesthetic design, quality and ergonomic integrity that are easy to use • Getting People to Move • Function First and Simplicity • Product solutions that enhance the health and wellness at work • Net Positive Impact • Transparency in Manufacturing, Healthy Materials, Level 3 Certifications and Sustainable Operations • Longevity: Reduced Cost of Ownership – customer satisfaction • Ergonomic Consulting aimed at improving worker comfort and reducing employer costs Humanscale has a dedicated Government Team that will be focused on sales and service across both the US and Canada. In the U.S., there are 10 dedicated Government Sales Specialist located in strategic markets. The Humanscale government team will promote the Master Agreement with all state and local government, education and non-profit entities as the Humanscale lead contract vehicle. This team is well versed in the government procurement rules for states within their regions and have the expertise to present the value that Sourcewell brings to its members. Our government team will train the local dealers on the use of the agreement and will work with them to develop a sales strategy for their specific market. Humanscale also provides literature, catalogs and education specific to each Sourcewell member, which includes terms, conditions and product costs. In addition, each Government specialist will provide localized sales support and training to the other 200+ Humanscale sellers located throughout the U.S. and Canada. Also, the Government Specialist will educate and train our staff of 25 Architecture and Design representatives that will be communicating our Sourcewell and Humanscale message within the Architectural & Design community. Humanscale's dynamic marketing department would develop material to announce this new award to our entire dealer and reseller network, design firms across the country, and all our customers who would have the ability to utilize this contract. In addition, the marketing department will be sending out regular updates and emails to the Sourcewell members on educational seminars and ergonomic trainings we are sponsoring for each local market community on a regular basis. In addition to the 26 Humanscale showrooms located in the U.S. and Canada, our dealers have showrooms in local markets which are available for customers to visit and see Humanscale product offering first hand.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Humanscale Audited Financials_2018-2017_Confidential.pdf - Tuesday December 17, 2019 10:16:35
- Marketing Plan/Samples - GO TO MARKET STRATEGY.pdf - Thursday December 19, 2019 12:13:17
- WMBE/MBE/SBE or Related Certificates - Certificates.zip - Thursday December 19, 2019 09:22:32
- Warranty Information - WARRANTY_2019.pdf - Tuesday December 17, 2019 10:17:26
- Pricing - Price Guide and Discount Sheet.zip - Thursday December 19, 2019 08:27:13
- Additional Document - ADDITIONAL DOCUMENTS.zip - Thursday December 19, 2019 13:07:27

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Katie Miglin, Sr. Contract Administrator, Government Specialist, Humanscale Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

EXHIBIT A

synergy
Your work life, balanced.

Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13645
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	1 of 7

TO
CITY OF MURFREESBORO TENNESSEE
P O BOX 1139
MURFREESBORO, TN 37133-1139

ATTN: MIKE TAYLOR
Phone: 615.893.2717
Email: 0365@MURFREESBOROTN.GOV

SHIP TO
MURFREESBORO POLICE DEPARTMENT
1004 HIGHLAND AVENUE
MURFREESBORO, TN 37133

ATTN: MIKE TAYLOR
Phone: 615.893.2717
Email: 0365@MURFREESBOROTN.GOV

OMNIA Public Sector Region 4 Contract R191802

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	2.00 Each	ALLSTEEL INC. 9120R7230--.GL-P-$(L2WDGRN)-.LSW1-.SW-.720W-X300D Spcl Size 60-1/8-72Wx24-1/8-30D Flat Eg OPTION: .GL:4-1/2" from L S 4-1/2" fr Rear OPTION: P:Plastic Grommet OPTION: $(L2WDGRN):L2 Woodgrain Lam Opts OPTION: .LSW1:Lam- Skyline Walnut OPTION: .SW:Edg-Skyline Walnut OPTION: .720W:72" W OPTION: X300D:30" Depth Mark Line For: Tag TG: PO12	263.22	526.44
2	1.00 Each	ALLSTEEL INC. 9120R7230--.GR-P-$(L2WDGRN)-.LSW1-.SW-.720W-X300D Spcl Size 60-1/8-72Wx24-1/8-30D Flat Eg OPTION: .GR:4-1/2" from R S 4-1/2" fr Rear OPTION: P:Plastic Grommet OPTION: $(L2WDGRN):L2 Woodgrain Lam Opts OPTION: .LSW1:Lam- Skyline Walnut OPTION: .SW:Edg-Skyline Walnut OPTION: .720W:72" W OPTION: X300D:30" Depth Mark Line For: Tag TG: PO12	263.22	263.22
3	3.00 Each	ALLSTEEL INC. T52448S--$(L2WDGRN)-.LSW1-.SW-.P	131.15	393.45

synergy
Your work life, balanced.

Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13645
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	2 of 7

		Primary 24Dx48W Flat Eg Lam w/Grommets OPTION: $(L2WDGRN):L2 Woodgrain Lam Opts OPTION: .LSW1:Lam- Skyline Walnut OPTION: .SW:Edg-Skyline Walnut OPTION: .P:Plastic Grommet Mark Line For: Tag TG: PO12		
4	3.00 Each	ALLSTEEL INC. T52478S--$(L2WDGRN)-.LSW1-.SW-.P Primary 24Dx78W Flat Eg Lam w/Grommets OPTION: $(L2WDGRN):L2 Woodgrain Lam Opts OPTION: .LSW1:Lam- Skyline Walnut OPTION: .SW:Edg-Skyline Walnut OPTION: .P:Plastic Grommet Mark Line For: Tag TG: PO12	235.46	706.38
5	3.00 Each	ALLSTEEL INC. K6DME1160L--.X-$(L1CORE)-.LM11-EV-$(P1)-.P7B 60W End Mounting Laminate Modesty OPTION: .X:Standard Wood OPTION: $(L1CORE):L1 Core Lam Opts OPTION: .LM11:Lam- Loft OPTION: EV:Edge- Loft OPTION: $(P1):P1 Paint Opts OPTION: .P7B:CLR- Loft Mark Line For: Tag TG: PO12	204.96	614.88
6	3.00 Each	ALLSTEEL INC. K62924OLG--$(P1)-.P7B Involve 29.5Hx24D Open End Support Freestanding OPTION: $(P1):P1 Paint Opts OPTION: .P7B:CLR- Loft Mark Line For: Tag TG: PO12	191.54	574.62
7	3.00 Each	ALLSTEEL INC. T624FB Flat Bracket 24D Mark Line For: Tag TG: PO12	15.56	46.68
8	3.00	ALLSTEEL INC.	670.70	2,012.10

synergy
Your work life, balanced.

Proposal

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Quote/Order No	13645
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Payment Terms	50% DEPOSIT / NET 30
Page	3 of 7

	Each	K2T283624FF–.TF-P7B-.SP-PR6-.X-$(L1CORE)-.LM11-EV-$(L2WDGRN)-.LSW1-SW-.OMT 28Hx36Wx24D Lat/Lat Credenza OPTION: .TF:Terrace Foot Opt OPTION: P7B:Loft OPTION: .SP:Square Pull OPTION: PR6:Clr- Silver OPTION: .X:Standard Wood OPTION: $(L1CORE):L1 Core Lam Opts OPTION: .LM11:Lam- Loft OPTION: EV:Edge- Loft OPTION: $(L2WDGRN):L2 Woodgrain Lam Opts OPTION: .LSW1:Skyline Walnut OPTION: SW:Lam- Skyline Walnut OPTION: .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: PO12		
9	2.00 Each	ALLSTEEL INC. K2TT652424LBBF--.TF-P7B-.SP-PR6-$(P1)-.P7B-.X-$(L1CORE)-.LM11-EV-$(L2WDGRN)-.LSW1-SW-.OMT 65Hx24Wx24D LH Wrdrb Hgd+B/B/F Twr OPTION: .TF:Terrace Foot Opt OPTION: P7B:Loft OPTION: .SP:Square Pull OPTION: PR6:Clr- Silver OPTION: $(P1):P1 Paint Opts OPTION: .P7B:CLR- Loft OPTION: .X:Standard Wood OPTION: $(L1CORE):L1 Core Lam Opts OPTION: .LM11:Lam- Loft OPTION: EV:Edge- Loft OPTION: $(L2WDGRN):L2 Woodgrain Lam Opts OPTION: .LSW1:Skyline Walnut OPTION: SW:Lam- Skyline Walnut OPTION: .OMT:omt 2 Core To Ord key Alike Mark Line For: Tag TG: PO12	1,404.36	2,808.72
10	1.00 Each	ALLSTEEL INC.	1,404.36	1,404.36

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13645
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	4 of 7

		K2TT652424RBBF--.TF-P7B-.SP-PR6-$(P1)-.P7B-.X-$(L1CORE)-.LM11-EV-$(L2WDGRN)-.LSW1-SW-.OMT 65Hx24Wx24D RH Wrdrb Hgd+B/B/F Twr OPTION: .TF:Terrace Foot Opt OPTION: P7B:Loft OPTION: .SP:Square Pull OPTION: PR6:Clr- Silver OPTION: $(P1):P1 Paint Opts OPTION: .P7B:CLR- Loft OPTION: .X:Standard Wood OPTION: $(L1CORE):L1 Core Lam Opts OPTION: .LM11:Lam- Loft OPTION: EV:Edge- Loft OPTION: $(L2WDGRN):L2 Woodgrain Lam Opts OPTION: .LSW1:Skyline Walnut OPTION: SW:Lam- Skyline Walnut OPTION: .OMT:omt 2 Core To Ord key Alike Mark Line For: Tag TG: PO12		
11	3.00 Each	ALLSTEEL INC. SPLA-INV-2TOCPA--.M410447-$(P1)-.P7B-.X-$(L1CORE)-.LM11-EV-$(L2WDGR)-.LSW1-SW-.OMT Custom 36" Overhead w/ Niche and Sq. Pull OPTION: .M410447:20Hx36Wx15D OH w/ 5" Niche, Hgd Drs with SQUARE Pulls OPTION: $(P1):P1 Paint Opts OPTION: .P7B:CLR- Loft OPTION: .X:Standard Wood OPTION: $(L1CORE):L1 Core Lam Opts OPTION: .LM11:Lam- Loft OPTION: EV:Edge- Loft OPTION: $(L2WDGR):L2 Woodgrain Lam Opts OPTION: .LSW1:Skyline Walnut OPTION: SW:Edge-Skyline Walnut OPTION: .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: PO12	564.86	1,694.58
12	3.00 Each	ALLSTEEL INC.	658.80	1,976.40

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13645
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	5 of 7

		SPLA-INV-2TOCPA--.M410446-$(P1)-.P7B-.X-$(L1CORE)-.LM11-EV-$(L2WDGR)-.LSW1-SW-.OMT Custom 42" Overhead w/ Niche and Sq. Pull OPTION: .M410446:20Hx42Wx15D OH w/ 5" Niche, Hgd Drs with SQUARE Pulls OPTION: $(P1):P1 Paint Opts OPTION: .P7B:CLR- Loft OPTION: .X:Standard Wood OPTION: $(L1CORE):L1 Core Lam Opts OPTION: .LM11:Lam- Loft OPTION: EV:Edge- Loft OPTION: $(L2WDGR):L2 Woodgrain Lam Opts OPTION: .LSW1:Skyline Walnut OPTION: SW:Edge-Skyline Walnut OPTION: .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: PO12		
13	3.00 Each	ALLSTEEL INC. ZWMTB1536--$(A)-.LN-35 Strd 15Hx36W Wall-Mounted Tackboard OPTION: $(A):GRD A FAB OPTION: .LN:FAB- Landscape OPTION: 35:Slate Mark Line For: Tag TG: PO12	186.97	560.91
14	3.00 Each	ALLSTEEL INC. ZWMTB1542--$(A)-.LN-35 Strd 15Hx42W Wall-Mounted Tackboard OPTION: $(A):GRD A FAB OPTION: .LN:FAB- Landscape OPTION: 35:Slate Mark Line For: Tag TG: PO12	190.63	571.89
15	3.00 Each	ALLSTEEL INC. YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead Mark Line For: Tag TG: PO12	29.59	88.77
16	3.00	ALLSTEEL INC.	33.25	99.75

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13645
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	6 of 7

	Each	YWC42Z 'Z' Wall Mount Bracket for 42" Wood Overhead Mark Line For: Tag TG: PO12		
17	1.00 Each	ALLSTEEL INC. LKFE5SLV--$(KEYNUM)-.SEQ/-101-.3 Lock Core Kit Silver - 5 Cores 2 Keys OPTION: $(KEYNUM):Key Number OPTION: .SEQ/:Key Number Sequence Start OPTION: 101:Key Number 101 OPTION: .3:Quantity- 3 Mark Line For: Tag TG: PO12	91.50	91.50
18	3.00 Each	ALLSTEEL INC. ALED17U60 17" Daisy Chain Starter w/ Power Supply Mark Line For: Tag TG: PO12	222.35	667.05
19	3.00 Each	ALLSTEEL INC. ALED17UJMP30 17" Daisy Chain Light Mark Line For: Tag TG: PO12	157.08	471.24
20	9.00 Each	ALLSTEEL INC. KLCW224 Counterweight Kit for 24D Units Mark Line For: Tag TG: PO12	85.10	765.90
21	3.00 Each	ALLSTEEL INC. KLGK Ganging Kit for Storage/Seat Bases Mark Line For: Tag TG: PO12	15.56	46.68
22	1.00 Each	ALLSTEEL INC. TARIFF TARIFF SURCHARGE	512.05	512.05
24	1.00 Each	INSTALLATION GROUP INSTALL--NOTE-NOTE-NOTE RECEIVE, DELIVER, AND INSTALL DURING NORMAL	1,440.00	1,440.00

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13645
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	7 of 7

		BUSINESS HOURS OPTION: NOTE:QTY 3 PO-12 TYPICALS OPTION: NOTE:QTY 3 FREEDOM TASK CHAIRS OPTION: NOTE:QTY 6 POLY GUEST CHAIRS		

TOTAL:	**$18,337.57**
EXEMPT GOVERNMENT	$0.00
GRAND TOTAL:	$18,337.57
Required Deposit 50.0% :	$9,168.79

All Sales Final. No Cancellations or Returns. This proposal is subject to terms and conditions of Synergy Business Environments. Acceptance of this proposal constitutes acceptance of those terms. Thank you for the opportunity to quote on your requirements.

Accepted By:

Signed _____ Company _____

Printed Name _____ Title _____

Date _____ SBE Proposal_____

EXHIBIT B

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13646
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	1 of 3

TO
CITY OF MURFREESBORO TENNESSEE
P O BOX 1139
MURFREESBORO, TN 37133-1139

ATTN: MIKE TAYLOR
Phone: 615.893.2717
Email: 0365@MURFREESBOROTN.GOV

SHIP TO
MURFREESBORO POLICE DEPARTMENT
1004 HIGHLAND AVENUE
MURFREESBORO, TN 37133

ATTN: MIKE TAYLOR
Phone: 615.893.2717
Email: 0365@MURFREESBOROTN.GOV

Sourcewell Contracts #121919-KI & 121919-hmn

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	3.00 Each	HUMANSCALE CORPORATION FLR12A3C3ASL--~ eFloat Lite, Single Stage 28 - 47"H, 200 lbs Capacity, Large Adjustable Support Bar 66" - 84"W, C Foot 30" w/ Glides, Basic Up Down OPTION: ~:Silver Mark Line For: Tag TG: PO12	410.28	1,230.84
2	3.00 Each	HUMANSCALE CORPORATION Q-X2B--CM-S-E-T-B-E-T-B-12-NA M/Flex for M2.1 Monitor Arm, Dual Bracket for 2 Monitors OPTION: CM:Two-Piece Clamp Mount with Base OPTION: S:Silver with Gray Trim OPTION: E:8" Straight Link/Dynamic Link OPTION: T:Standard Monitor Tile (one per monitor) OPTION: B:Standard 100mm x 100mm, black OPTION: E:8" Straight Link/Dynamic Link OPTION: T:Standard Monitor Tile (one per monitor) OPTION: B:Standard 100mm x 100mm, black OPTION: 12:12" high Post OPTION: NA:North America Mark Line For: Tag TG: PO12	301.34	904.02
3	3.00 Each	HUMANSCALE CORPORATION 6GLS500-G2718 6G Mechanism with Lateral Slider, 500 Big Board, 27" Gel Mouse Pad, 18" Track Mark Line For: Tag TG: PO12	205.96	617.88

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13646
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	2 of 3

4	3.00 Each	HUMANSCALE CORPORATION SPACERMD Keyboard Tray Spacers - 2.25" Mark Line For: Tag TG: PO12	12.92	38.76
5	3.00 Each	HUMANSCALE CORPORATION CPU600 CPU Holder, CPU600 Holder Mark Line For: Tag TG: PO12	71.44	214.32
6	3.00 Each	HUMANSCALE CORPORATION EC--E-B-S Element Disc Light, 7 Watt LED with Dimmer and Occupancy Sensor OPTION: E:North America OPTION: B:Element Desktop Base OPTION: S:Silver Mark Line For: Tag TG: PO12	228.15	684.45
7	12.00 Each	HUMANSCALE CORPORATION NL17LB NeatLinks, Large 17", black Mark Line For: Tag TG: PO12	12.65	151.80
8	3.00 Each	HUMANSCALE CORPORATION F213--G-FT-10---~-~-~-~-~-~ Freedom Task Chair w/ Headrest, Adv Duron Arms OPTION: G:Graphite OPTION: FT:Fourtis OPTION: 10:Black OPTION: -:No Leather Selected OPTION: ~:Standard Foam Seat Pan OPTION: ~:Std 5" Cylinder OPTION: ~:Std. Hard Casters OPTION: ~:Std. Foams and Plastics OPTION: ~:Standard Base To Match Graphite or Titanium Frame Color OPTION: ~:Individually Boxed Mark Line For: Tag TG: CH 2	711.00	2,133.00

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13646
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	3 of 3

		Tag L2: 2nd Floor		
9	6.00 Each	KI (KRUEGER INTERNATIONAL) O4MSPB--/CH-/NFR-/O4BL-/NG Opt4 Sled Chair,Mesh Seat/Poly Back OPTION: /CH:Chrome OPTION: /NFR:Compliance to TB 117-2013 OPTION: /O4BL:Black OPTION: /NG:Non-ganging glides Mark Line For: Tag TG: CH 12 Tag L2: 2nd Floor	167.62	1,005.72
10	1.00 Each	INSTALLATION GROUP INSTALL--NOTE-NOTE-NOTE RECEIVE, DELIVER, AND INSTALL DURING NORMAL BUSINESS HOURS OPTION: NOTE:QTY 3 PO-12 TYPICALS OPTION: NOTE:QTY 3 FREEDOM TASK CHAIRS OPTION: NOTE:QTY 6 POLY GUEST CHAIRS	594.67	594.67
			TOTAL:	**$7,575.46**
			EXEMPT GOVERNMENT	$0.00
			GRAND TOTAL:	$7,575.46
			Required Deposit 50.0% :	$3,787.73

All Sales Final. No Cancellations or Returns. This proposal is subject to terms and conditions of Synergy Business Environments. Acceptance of this proposal constitutes acceptance of those terms. Thank you for the opportunity to quote on your requirements.

Accepted By:

Signed _____ Company _____

Printed Name _____ Title _____

Date _____ SBE Proposal_____

EXHIBIT C

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13647
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	1 of 2

TO
CITY OF MURFREESBORO TENNESSEE
P O BOX 1139
MURFREESBORO, TN 37133-1139

ATTN: MIKE TAYLOR
Phone: 615.893.2717
Email: 0365@MURFREESBOROTN.GOV

SHIP TO
MURFREESBORO POLICE DEPARTMENT
1004 HIGHLAND AVENUE
MURFREESBORO, TN 37133

ATTN: MIKE TAYLOR
Phone: 615.893.2717
Email: 0365@MURFREESBOROTN.GOV

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	3.00 Each	HGH HARDWARE SUPPLY, INC. WB1818–~ 18x18 Wall Mount Cantilever Bracket OPTION: ~:BLACK Mark Line For: Tag TG: PO12	20.59	61.77
2	3.00 Each	CAPITAL ONE BANK 51W1-12210--~ Surge Protector, Flat Rotating Plug, 6 Outlet, Horizontal Outlets, Plastic, Power Cord 10ft. OPTION: ~:Black Mark Line For: Tag TG: PO12	16.69	50.07
3	6.00 Each	BYRNE ELECTRICAL SPECIALISTS BE01819-2-2-A-Z01-U1-72--FINISH-CORD-FACEPLATE-MOUNT Assemble power module: 2 power/ 1 USB Charger/ 1 Open Data OPTION: FINISH:Silver Faceplate, Black Trim OPTION: CORD:72" Cord OPTION: FACEPLATE:Aluminum Faceplate OPTION: MOUNT:Clamp-mounted to worksurface Mark Line For: Tag TG: PO12	182.93	1,097.58
4	1.00 Each	CAPITAL ONE BANK FREIGHT FREIGHT TO SHIP TO NASHVILLE, TN 37210.	11.26	11.26
5	1.00 Each	BYRNE ELECTRICAL SPECIALISTS FREIGHT FREIGHT TO SHIP TO NASHVILLE, TN 37210.	26.65	26.65

Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13647
Date	02/01/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	2 of 2

TOTAL:	**$1,247.33**
EXEMPT GOVERNMENT	$0.00
GRAND TOTAL:	$1,247.33
Required Deposit 50.0% :	$623.67

All Sales Final. No Cancellations or Returns. This proposal is subject to terms and conditions of Synergy Business Environments. Acceptance of this proposal constitutes acceptance of those terms. Thank you for the opportunity to quote on your requirements.

Accepted By:

Signed _____ Company _____

Printed Name _____ Title _____

Date _____ SBE Proposal _____

EXHIBIT D

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13740
Date	02/25/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	1 of 3

TO
CITY OF MURFREESBORO TENNESSEE
P O BOX 1139
MURFREESBORO, TN 37133-1139

ATTN: MIKE TAYLOR
Phone: 615.893.2717
Email: 0365@MURFREESBOROTN.GOV

SHIP TO
MURFREESBORO POLICE DEPARTMENT
1004 HIGHLAND AVENUE
ATTN: OFFICE 2404
MURFREESBORO, TN 37133

ATTN: MIKE TAYLOR
Phone: 615.893.2717
Email: 0365@MURFREESBOROTN.GOV

OMNIA PUBLIC SECTOR REGION 4 CONTRACT R191802~

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	ALLSTEEL INC. WKLFFN2H3624--.X-$(L2WDGRN)-.LLA1-DL-$(L2WDGRN)-.LLA1-DL-$(L2WDGRN)-.LLA1-DL-.SP-PR6-.OMT Approach Lat File 29H 36Wx24D with Top Fin Back OPTION: .X:Standard Wood OPTION: $(L2WDGRN):L2 Lam Opts OPTION: .LLA1:Lowell Ash OPTION: DL:Lowell Ash OPTION: $(L2WDGRN):L2 Lam Opts OPTION: .LLA1:Lowell Ash OPTION: DL:Lowell Ash OPTION: $(L2WDGRN):L2 Lam Opts OPTION: .LLA1:Lowell Ash OPTION: DL:Lowell Ash OPTION: .SP:Square Pull OPTION: PR6:Clr- Silver OPTION: .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Office 2404	484.65	484.65
2	1.00 Each	ALLSTEEL INC. WKTWFN5H3615-SH--.X-$(L2WDGRN)-.LLA1-DL-$(P2)-.PR6 Apprch Twr Stack On 5H 36Wx15D Open w/2 Shlf OPTION: .X:Standard Wood OPTION: $(L2WDGRN):L2 Lam Opts OPTION: .LLA1:Lowell Ash	352.28	352.28

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Proposal

Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13740
Date	02/25/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	2 of 3

		OPTION: DL:Lowell Ash OPTION: $(P2):P2 Paint Opts OPTION: .PR6:Silver Mark Line For: Tag TG: Office 2404		
3	1.00 Each	ALLSTEEL INC. LKFE1SLV--$(KEYNUM)-.X157-.1 Lock Core Kit Silver - 1 Core 2 Keys OPTION: $(KEYNUM):Key Number OPTION: .X157:Key Number 157 OPTION: .1:Quantity- 1 Mark Line For: Tag TG: Office 2404	6.10	6.10
5	1.00 Each	ALLSTEEL INC. TARIFF TARIFF	26.34	26.34
6	1.00 Each	INSTALLATION GROUP INSTALL--NOTE RECEIVE, DELIVER, AND INSTALL DURING NORMAL BUSINESS HOURS OPTION: NOTE:QTY 1 LATERAL FILE/STACK ON BOOKCASE UNIT	175.00	175.00

TOTAL:	**$1,044.37**
EXEMPT GOVERNMENT	$0.00
GRAND TOTAL:	$1,044.37
Required Deposit 50.0% :	$522.19

All Sales Final. No Cancellations or Returns. This proposal is subject to terms and conditions of Synergy Business Environments. Acceptance of this proposal constitutes acceptance of those terms. Thank you for the opportunity to quote on your requirements.

Accepted By:

Signed _____ Company _____

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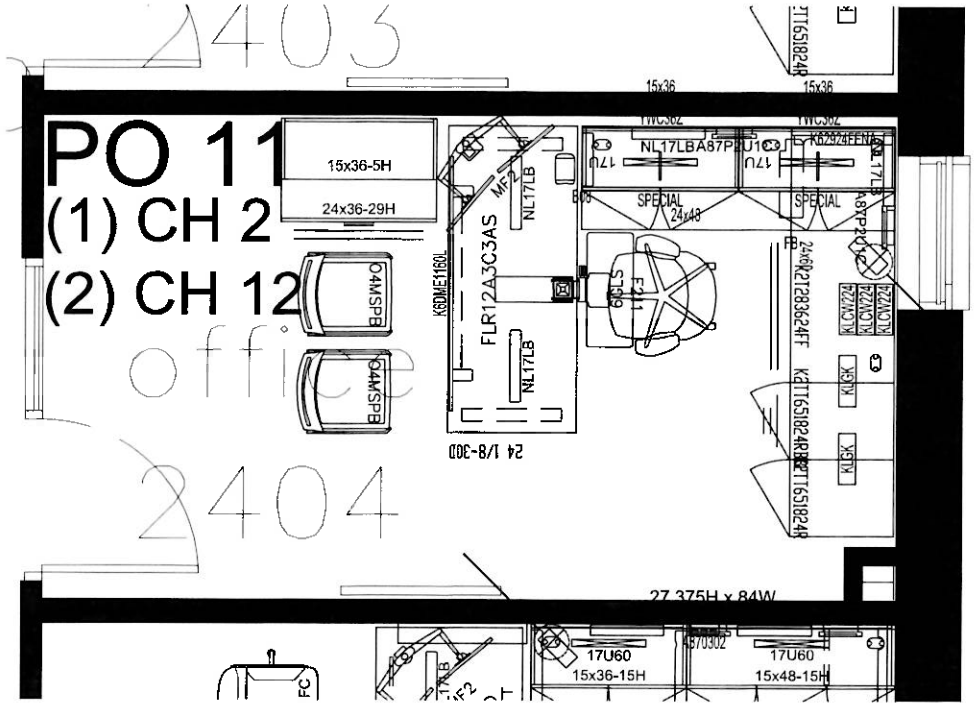
Proposal

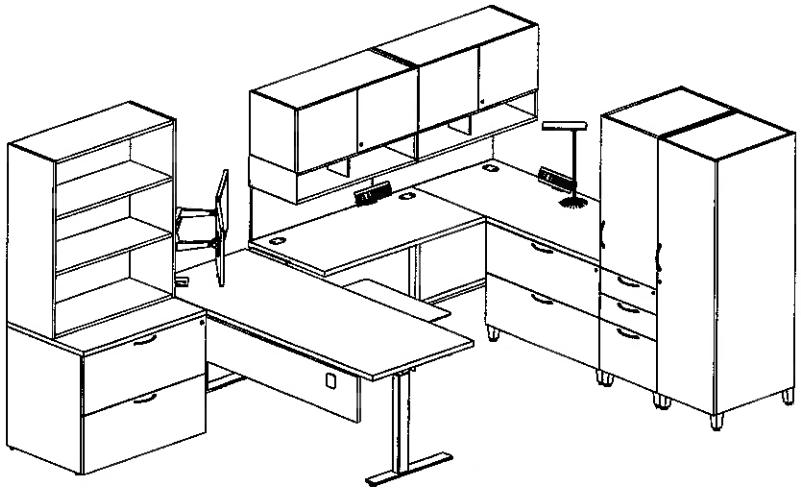
Synergy-Nashville Office
800 6th Avenue South
Suite 200
Nashville, TN 37203
Phone: 615-383-6799
Fax: 615-383-8106

Quote/Order No	13740
Date	02/25/2021
Customer PO No	
Customer Account	MPD
Sales Associate	Mary Katherine Gray
Project Number	
Payment Terms	50% DEPOSIT / NET 30
Page	3 of 3

Printed Name _____ Title _____

Date _____ SBE Proposal _____





synergy Your work life, balanced.	800 6th Ave. South Suite 200 Nashville, TN 37203 615 383 6799 P 615 383 8106 F synergybe.com	PROJECT : MURFREESBORO POLICE DEPARTMENT OFFICE 2404 - ADDITIONAL STORAGE	DATE: 051518 REV. 1: 021921 REV. 2: *** REV. 3: ***	FILENAME: *** PROJECT NO: *** DESIGNER: MKG SCALE: NTS	SHEET: I.01

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Purchase of RADAR Units

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase of new RADAR units for the Police Department.

Staff Recommendation

Approve the purchase of 19 RADAR units from Applied Concepts, Inc.

Background Information

MPD has been awarded funding for the purchase of RADAR units in the Tennessee Highway Safety Office 2021 Traffic Grant.

The purchase of 19 units is available through the State of Tennessee Procurement contract, which is permitted by State statute and Council Resolution, for a total cost of $35,720. Using a state contract is authorized by state law and City Code. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Maintain public safety

The use of RADAR helps officers enforce traffic safety and speed laws.

Fiscal Impact

The cost of the proposed purchase, $35,720, is budgeted for FY21 from the grant funding received in the amount of $35,938.

Attachments

Contract with Applied Concepts, Inc

DocuSign Envelope ID: 6D0138BC-AE84-48B2-AB6B-C4B6997D5B7C

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
APPLIED CONCEPTS INC.
FOR PURCHASE OF POLICE RADAR & LIDAR EQUIPMENT

This Contract is entered into and effective as of the _____ day of _____, 2021 ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **APPLIED CONCEPTS INC.**, a corporation of the State of Texas ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***State of Tennessee Contract 61498 with Applied Concepts Inc.***
- ***Quotation #2047686 from Applied Concepts Inc., dated February 11, 2021***
- ***Any properly executed amendments to this Agreement***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract 61498 with Applied Concepts Inc.***
- ***Lastly, Quotation #2047686 from Applied Concepts Inc., dated February 11, 2021.***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase radar and lidar equipment as set forth in the State of Tennessee Contract 61498 with Applied Concepts Inc., and Contractor's Quotation #2047686. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract 61498 through the term of the contract on February 14, 2022. Such future procurements shall be executed through a Purchase Order after purchases exceeding $25,000 have been approved by City Council.

2. **Term.** The term of this contract shall be from the Effective Date to February 14, 2022. Contractor's performance may be terminated in whole or in part:

    a. Upon 30-day prior notice, for the convenience of the City.

    b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.

    c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

    d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

DocuSign Envelope ID: 6D0138BC-AE84-48B2-AB6B-C4B6997D5B7C

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

a. The price for the goods and other items to be provided under this Contract is set forth in Quotation #2047686 from Applied Concepts Inc., dated February 11, 2021, for radar and lidar equipment set forth therein which reflects a total purchase price of $35,720.00. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

b. Deliveries of all items shall be made within 60 calendar days of order, unless otherwise stated in the bid response at the Murfreesboro Police Department, 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Person Captain Cary Gensemer (tel. 629-201-5540; email: cgensemer@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.

e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the bid specifications.

5. **Indemnification.**

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any

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failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the City the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

Notices to City shall be sent to:
Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:
C***ontractor*:** Applied Concepts Inc./Stalker Radar
Attention: Jan Achilles, Contracts Administrator
Address: 855 E. Collins Blvd.
Richardson, TX 75081

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Relationship of the Parties**. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability,

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age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks**. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment**. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder

17. **Integration**. This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.

18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue**. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

21. **Attorney Fees**. In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution

22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

APPLIED CONCEPTS INC.

By: _____
Jan Achilles, Contracts Administrator

APPROVED AS TO FORM:

DocuSigned by:
_____
A12A2035B51F401...
Adam F. Tucker, City Attorney

STALKER radar

applied concepts, inc.

QUOTE
#2047686

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 02/11/21

Inside Sales Partner: Brooke Journet, +1-469-656-8011, brookej@stalkerradar.com

Reg Sales Mgr: Debbie Aull, +1-214-551-5538, aull@stalkerradar.com

Effective From : 02/10/2021 **Valid Through:** 05/11/2021 **Lead Time:** 21 working days

Bill To:
City of Murfreesboro
PO Box 1139
Murfreesboro, TN 37133-1139
Accounts Payable

Customer ID: 371301

Ship To: *FedEx Ground*
Murfreesboro Police Department
1004 N Highland Ave
Murfreesboro, TN 37130-3732
Traffic Captain Cary Gensemer

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	19	805-0022-00	Dual - 2 Antenna Radar System	36	$1,880.00	$35,720.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	19	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered		$0.00
2	19	200-0996-30	Dual Modular Display,Bright LEDs		$0.00
3	38	200-1237-35	Dual Ka Antenna		$0.00
4	19	200-0920-00	Dual SL Remote Control w/Screw Latch		$0.00
5	19	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
6	19	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
7	19	200-0243-00	Counting/Display Tall Mount		$0.00
8	19	200-0244-00	Antenna Dash Mount		$0.00
9	19	200-0245-00	Antenna Tall Deck Mount		$0.00
10	19	200-0648-00	Display Sun Shield		$0.00
11	19	155-2055-04	Antenna Cable, 4 Ft		$0.00
12	19	155-2055-20	Antenna Cable, 20 Ft		$0.00
13	19	200-0622-00	VSS Cable Kit		$0.00
14	19	200-0820-00	Dual Manual Kit		$0.00
15	19	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
16	19	060-1000-36	36 Month Warranty		$0.00
				Group Total	$35,720.00

Product	$35,720.00	Sub-Total:	$35,720.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$0.00
		Total: USD	**$35,720.00**

Payment Terms: Net 30 days

Vehicle Information:
2020 Ford Explorer

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
October 01, 2020	September 30, 2021	Z21THS214	66297 (PT)

Grantee Legal Entity Name	Edison Vendor ID
Murfreesboro Police Department	4110

Subrecipient or Contractor

☒ Subrecipient

☐ Contractor

CFDA # 20.607 / 20.600

Grantee's fiscal year end 06/30/2021

Service Caption (one line only)

Community-Based Traffic Safety Enforcement and Education

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021		$119,905.00			$119,905.00
TOTAL:		**$119,905.00**			**$119,905.00**

Grantee Selection Process Summary

☒ Competitive Selection — Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Sonya Hadley

Digitally signed by Sonya Hadley
DN: cn=Sonya Hadley, o=TN Dept of Safety and Homeland Security, ou=TDOSHS - Budget Division, email=sonya.hadley@tn.gov, c=US
Date: 2020.09.17 15:56:55 -05'00'

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
	71302000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Murfreesboro Police Department

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Murfreesboro Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.

A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	**Due Date**
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	**Due Date**
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.

b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.

c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

d. To comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.

g. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.

i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.

j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

k. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state:1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.

l. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.

b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:

(1) Taking appropriate personnel action against such an employee, up to and including termination: or

(2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. This Grant Contract document with any attachments.

b. The Tennessee Highway Safety Office Grants Management Manual located at http://tntrafficsafety.org/grant-management-manual.

c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Nineteen Thousand Nine Hundred Five Dollars and Zero Cents ($119,905.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will 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 any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Buddy Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 251-8594
FAX #: (615) 253-5523

The Grantee:

Cary Gensemer, Captain
Murfreesboro Police Department
302 S. Church St.
Murfreesboro, Tennessee 37130
Email Address: 0356@murfreesborotn.gov
Telephone # (615) 849-2670
FAX # (615) 848-3260

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317 through 200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. [This provision only applies if the Maximum Liability in Section C.1. is $25,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Murfreesboro Police Department:

9.1.20

GRANTEE SIGNATURE **DATE**

C.D. TINDALL, CITY MANAGER

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Received
09/15/2020

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Jeff Long - SBG

Digitally signed by Jeff Long - SBG
Date: 2020.09.16 15:34:46 -05'00'

JEFF LONG, COMMISSIONER **DATE**

GRANT BUDGET

Agency Name: Murfreesboro Police Department

Project Title: Community-Based Traffic Safety Enforcement and Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN:** 10/01/2020 **END:** 09/30/2021

POLICY 03 Object Line-item Referenc	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	$83,967.00	$0.00	$83,967.00
4, 15	Professional Fee, Grant & Award 2	$0.00	$0.00	$0.00
5, 6, 7, 8, 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$35,938.00	$0.00	$35,938.00
11, 12	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest 2	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation 2	$0.00	$0.00	$0.00
18	Other Non-Personnel 2	$0.00	$0.00	$0.00
20	Capital Purchase 2	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$119,905.00**	**$0.00**	**$119,905.00**

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

2 Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Murfreesboro Police Department
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	69A37521300004020TN0 / 69A37521300001540TNA
Federal award date	10/01/2020
CFDA number and name	20.607 / 20.600, State and Community Highway Safety / Alcohol Open Container
Grant contract's begin date	10/01/2020
Grant contract's end date	09/30/2021
Amount of federal funds obligated by this grant contract	$119,905.00
Total amount of federal funds obligated to the subrecipient	$119,905.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$5,738,841.82 / $11,898,110.00
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

ATTACHMENT THREE

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is Murfreesboro Police Department a parent? Yes ✓ No__
If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Murfreesboro Police Department a child? Yes ✓ No__

If yes, complete the fields below.

Parent entity's name: City of Murfreesboro

Parent entity's tax identification number: 62-6000374

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Captain Cary Gensemer

Address: 1004 N. Highland Ave. Murfreesboro TN 37130

Phone number: (615) 971-6187

Email address: cgensemer@murfreesborotn.gov

Parent entity's Edison Vendor ID number, if applicable: _____

TN Department of Safety & Homeland Security

TENNESSEE HIGHWAY SAFETY OFFICE helping you ARRIVE

Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I CRAIG D. INGRAM as the CITY MANAGER of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

CITY MURFREESBORO hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2020-2021 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Cary Genscer Captain	
Name and Title (Printed)	Signature
Name and Title (Printed)	Signature
Name and Title (Printed)	Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

	9.1.20
Signature of Person Granting Authority	Date

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Applied Concepts Inc
855 E Collins Blvd

Richardson, TX 75081-2251

Vendor ID: 0000001380

Contract Number: 00000000000000000000061498

Title: SWC 349 Police Radars & Lidars

Start Date : February 15, 2019 End Date: February 14, 2021

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);

b. Tennessee local governmental agencies;

c. members of the University of Tennessee or Tennessee Board of Regents systems;

d. any private nonprofit institution of higher education chartered in Tennessee; and,

e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Devon Wallace
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-507-6930
Fax: 615-741-0684
Email: Devon.Wallace@tn.gov

Line Information

Line 1
Item ID: 1000184808
Stalker Dual SL
Unit of Measure: EA
Vendor Item/Part #: 805-0022-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$1900.00
2-10 Units:	$1900.00
11-20 Units:	$1880.00
21-49 Units:	$1860.00
50+ Units:	$1849.00

Line 2
Item ID: 1000184809
Stalker Dual DSR
Unit of Measure: EA
Vendor Item/Part #: 806-0022-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$2518.00
2-10 Units:	$2518.00
11-20 Units:	$2498.00
21-49 Units:	$2477.00
50+ Units:	$2467.00

Line 3
Item ID: 1000184810
Stalker DSR 2X
Unit of Measure: EA
Vendor Item/Part #: 807-0002-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$3033.00
2-10 Units:	$3033.00
11-20 Units:	$3004.00
21-49 Units:	$2992.00
50+ Units:	$2982.00

Line 4
Item ID: 1000184811
Stalker II SDR
Unit of Measure: EA
Vendor Item/Part #: 803-0005-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$1385.00
2-10 Units:	$1385.00
11-20 Units:	$1365.00
21-49 Units:	$1344.00
50+ Units:	$1334.00

Line 5
Item ID: 1000184812
Stalker II MDR
Unit of Measure: EA
Vendor Item/Part #: 803-0002-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$2210.00
2-10 Units:	$2210.00
11-20 Units:	$2189.00
21-49 Units:	$2168.00
50+ Units:	$2158.00

Line 6
Item ID: 1000184813
Stalker Patrol
Unit of Measure: EA
Vendor Item/Part #: 809-0002-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$1488.00
2-10 Units:	$1488.00
11-20 Units:	$1468.00
21-49 Units:	$1447.00
50+ Units:	$1437.00

Line 7
Item ID: 1000184814
Stalker RLR
Unit of Measure: EA
Vendor Item/Part #: 808-6125-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$2570.00
2-10 Units:	$2570.00
11-20 Units:	$2529.00
21-49 Units:	$2487.00
50+ Units:	$2467.00

Line 8
Item ID: 1000184815
Stalker XLR
Unit of Measure: EA
Vendor Item/Part #: 808-5025-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$2364.00
2-10 Units:	$2364.00
11-20 Units:	$2323.00
21-49 Units:	$2281.00
50+ Units:	$2260.00

Line 9
Item ID: 1000184816
Stalker XS
Unit of Measure: EA
Vendor Item/Part #: 808-4025-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$1849.00
2-10 Units:	$1849.00
11-20 Units:	$1808.00
21-49 Units:	$1766.00
50+ Units:	$1745.00

Line 10
Item ID: 1000184817
Stalker Parts and Accessories - 5% Off
Unit of Measure: EA
Vendor Item/Part #: STALKER_PARTS_ACCESSORIES
Manufacturer Item #:
Unit Price: $ 0

APPROVED: Michael F. Berry/AWB Digitally signed by Michael F. Perry/AWB DN: cn=Michael F. Perry/AWB, o=Central Procurement Office, ou, email=Tony.Bybee@tn.gov, c=US Date: 2019.02.07 10:45:57 -06'00'
CHIEF PROCUREMENT OFFICER

BY: Devon Wallace
PURCHASING AGENT

2/7/2019
DATE

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Applied Concepts Inc
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Richardson, TX 75081-2251

Vendor ID: 0000001380

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d. any private nonprofit institution of higher education chartered in Tennessee; and,

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Phone: 615-507-6930
Fax: 615-741-0684
Email: Devon.Wallace@tn.gov

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Manufacturer Item #:
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21-49 Units:	$1860.00
50+ Units:	$1849.00

Line 2
Item ID: 1000184809
Stalker Dual DSR
Unit of Measure: EA
Vendor Item/Part #: 806-0022-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$2518.00
2-10 Units:	$2518.00
11-20 Units:	$2498.00
21-49 Units:	$2477.00
50+ Units:	$2467.00

Line 3
Item ID: 1000184810
Stalker DSR 2X
Unit of Measure: EA
Vendor Item/Part #: 807-0002-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$3033.00
2-10 Units:	$3033.00
11-20 Units:	$3004.00
21-49 Units:	$2992.00
50+ Units:	$2982.00

Line 4
Item ID: 1000184811
Stalker II SDR
Unit of Measure: EA
Vendor Item/Part #: 803-0005-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$1385.00
2-10 Units:	$1385.00
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21-49 Units:	$1344.00
50+ Units:	$1334.00

Line 5
Item ID: 1000184812
Stalker II MDR
Unit of Measure: EA
Vendor Item/Part #: 803-0002-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$2210.00
2-10 Units:	$2210.00
11-20 Units:	$2189.00
21-49 Units:	$2168.00
50+ Units:	$2158.00

Line 6
Item ID: 1000184813
Stalker Patrol
Unit of Measure: EA
Vendor Item/Part #: 809-0002-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$1488.00
2-10 Units:	$1488.00
11-20 Units:	$1468.00
21-49 Units:	$1447.00
50+ Units:	$1437.00

Line 7
Item ID: 1000184814
Stalker RLR
Unit of Measure: EA
Vendor Item/Part #: 808-6125-00
Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$2570.00
2-10 Units:	$2570.00
11-20 Units:	$2529.00
21-49 Units:	$2487.00
50+ Units:	$2467.00

Item ID: 1000184815
Stalker XLR
Unit of Measure: EA
Vendor Item/Part #: 808-5025-00 Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$2364.00
2-10 Units:	$2364.00
11-20 Units:	$2323.00

21-4
50+

Line 9
Item ID: 1000184816
Stalker XS
Unit of Measure: EA
V

Line 4
Vendor Item/Part #: 808-4025-00 Manufacturer Item #:
Unit Price: $ 0

1 Unit:	$1849.00
2-10 Units:	$1849.00
11-20 Units:	$1808.00
21-49 Units:	$1766.00
50+ Units:	$1745.00

Line 10
Item ID: 1000184817
Stalker Parts and Accessories - 5% Off
Unit of Measure: EA
Vendor Item/Part #:
STALKER_PARTS_ACCESSORIES
Manufacturer Item #:
Unit Price: $ 0

APPROVED:_____BY: _____ _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT

COUNCIL COMMUNICATION

Meeting Date: 3/25/2021

Item Title: Approval of use of Competitive Sealed Proposals for Professional Collection Services

Department: Purchasing

Presented by: Cathy Smith, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Approval of use of Request for Competitive Sealed Proposals (RFCSP) for professional collection services to assist City departments with collecting delinquent accounts.

Staff Recommendation

Approve the use of RFCSP process for procurement of professional collection services.

Background Information

Staff has used professional collection services for several years in Water Resources and City Court for collecting on delinquent accounts or unpaid tickets. A professional service eliminates the need for staff to perform the time-consuming research and collection process, as well as increases the return on collection monies.

Pursuant to state statute, Council approval is required to use the RFCSP process for procurement of these services.

Council Priorities Served

Responsible budgeting

Using a professional service improves the likelihood of recovery of outstanding money owed to the City.

COUNCIL COMMUNICATION

Meeting Date: 03/25 /2021

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Report of asphalt and concrete purchases.

Staff Recommendation

The asphalt and concrete purchase report, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

Proper procurement ensures best cost savings to the Department and our customers.

Maintain public safety

Maintaining the functionality and safe drivability of roadways focuses on public safety and customer service.

Fiscal Impacts

Purchases are within with the amount listed in FY21 Budget. Asphalt purchases are budgeted at $55,000 and concrete purchases are budgeted at $25,000 for FY21.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/17/2020	Hawkins	307A 64/22	$ 55.38	1.16	$ 64.24	$ 64.24
7/21/2020	Hawkins	Fine Binder Mix	$ 61.57	2.15	$ 132.38	$ 196.62
7/22/2020	Hawkins	411E Mix	$ 64.45	0.98	$ 63.16	$ 259.78
7/23/2020	Hawkins	411E Mix	$ 64.45	1.39	$ 89.59	$ 349.37
9/4/2020	Hawkins	411E 64/22	$ 64.19	0.91	$ 58.41	$ 407.78
10/20/2020	Hawkins	411E 64/22	$ 64.04	13.00	$ 832.52	$ 1,240.30
10/27/2020	Hawkins	Fine Binder Mix	$ 61.20	8.95	$ 547.74	$ 1,788.04
11/2/2020	Hawkins	411E 64/22	$ 63.85	17.96	$ 1,146.75	$ 2,934.79
11/12/2020	Hawkins	307BM 64/22	$ 59.48	1.00	$ 59.48	$ 2,994.27
12/21/2020	Hawkins	411E 64/22	$ 63.56	2.13	$ 135.38	$ 3,129.65
1/6/2021	Hawkins	Binder Mix 64-22	$ 59.42	10.07	$ 598.36	$ 3,728.01
2/4/2021	Hawkins	411E 64/22	$ 62.00	14.10	$ 874.20	$ 4,602.21
2/23/2021	Hawkins	44D 70/22	$ 67.00	21.30	$ 1,427.10	$ 6,029.31
2/24/2021	Hawkins	411E 64/22	$ 62.00	21.12	$ 1,309.44	$ 7,338.75

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/31/2020	Blue Water	E Mix 64-22	$ 78.00	2.03	$ 158.34	$ 158.34
8/14/2020	Blue Water	E Mix 64-22RP	$ 75.00	7.27	$ 545.25	$ 703.59
8/18/2020	Blue Water	E Mix 64-22RP	$ 75.00	2.22	$ 166.50	$ 870.09
8/21/2020	Blue Water	E Mix 64-22	$ 78.00	18.21	$ 1,420.38	$ 2,290.47
8/25/2020	Blue Water	D 64-22RP	$ 83.00	5.16	$ 428.28	$ 2,718.75
8/26/2020	Blue Water	E Mix 64-22	$ 78.00	8.28	$ 645.84	$ 3,364.59
8/26/2020	Blue Water	E Mix 64-22	$ 78.00	5.19	$ 404.82	$ 3,769.41
9/3/2020	Blue Water	E Mix 64-22	$ 78.00	7.74	$ 603.72	$ 4,373.13
10/16/2020	Blue Water	E Mix 64-22	$ 78.00	7.19	$ 560.82	$ 4,933.95
11/18/2020	Blue Water	BM Mix 64-22RP	$ 65.00	5.09	$ 330.85	$ 5,264.80
11/23/2020	Blue Water	BM Mix 64-22RP	$ 65.00	3.63	$ 235.95	$ 5,500.75
11/24/2020	Blue Water	E Mix 64-22 RP	$ 75.00	2.26	$ 169.50	$ 5,670.25
11/25/2020	Blue Water	E Mix 64-22 RP	$ 75.00	2.58	$ 193.50	$ 5,863.75
11/25/2020	Blue Water	E Mix 64-22 RP	$ 75.00	13.43	$ 1,007.25	$ 6,871.00
12/14/2020	Blue Water	E Mix 64-22	$ 78.00	7.03	$ 548.34	$ 7,419.34

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2020	Vulcan	411E PG 64-22	$ 65.30	2.00	$ 130.60	$ 130.60
7/13/2020	Vulcan	411E PG 64-22	$ 65.30	1.23	$ 80.32	$ 210.92
7/14/2020	Vulcan	411E PG 64-22	$ 65.30	1.54	$ 100.56	$ 311.48
7/15/2020	Vulcan	411E PG 64-22	$ 65.30	1.08	$ 70.52	$ 382.00
7/16/2020	Vulcan	411E PG 64-22	$ 65.30	1.10	$ 71.83	$ 453.83
7/20/2020	Vulcan	411E PG 64-22	$ 65.30	1.16	$ 75.75	$ 529.58
7/29/2020	Vulcan	411E PG 64-22	$ 65.30	12.37	$ 807.77	$ 1,337.35
7/30/2020	Vulcan	411E PG 64-22	$ 65.30	4.83	$ 315.40	$ 1,652.75
8/5/2020	Vulcan	307BM PG 64-22	$ 56.80	12.48	$ 708.86	$ 2,361.61
8/6/2020	Vulcan	411E PG 64-22	$ 65.23	13.42	$ 875.39	$ 3,237.00
8/7/2020	Vulcan	411E PG 64-22	$ 65.23	9.13	$ 595.55	$ 3,832.55
8/24/2020	Vulcan	411E PG 64-22	$ 65.23	6.70	$ 437.04	$ 4,269.59
8/26/2020	Vulcan	411E PG 64-22	$ 65.23	9.05	$ 590.34	$ 4,859.93
9/23/2020	Vulcan	411E PG 64-22	$ 65.05	2.23	$ 145.07	$ 5,005.00
10/14/2020	Vulcan	307BM PG 64-22	$ 56.56	17.94	$ 1,014.69	$ 6,019.69
10/14/2020	Vulcan	307BM PG 64-22	$ 56.56	18.06	$ 1,021.47	$ 7,041.16
10/14/2020	Vulcan	411E PG 64-22	$ 64.91	2.03	$ 131.77	$ 7,172.93
10/19/2020	Vulcan	307BM PG 64-22	$ 56.56	8.00	$ 452.48	$ 7,625.41
10/20/2020	Vulcan	411E PG 64-22	$ 64.91	18.03	$ 1,170.33	$ 8,795.74
10/26/2020	Vulcan	411E PG 64-22	$ 64.91	7.01	$ 455.02	$ 9,250.76
10/30/2020	Vulcan	411E PG 64-22	$ 64.91	7.06	$ 458.26	$ 9,709.02
11/3/2020	Vulcan	307BM PG 64-22	$ 56.56	13.44	$ 760.17	$ 10,469.19
11/3/2020	Vulcan	307BM PG 64-22	$ 56.56	2.07	$ 117.08	$ 10,586.27
11/3/2020	Vulcan	307BM PG 64-22	$ 56.56	18.13	$ 1,025.43	$ 11,611.70
11/10/2020	Vulcan	411E PG 64-22	$ 64.72	1.06	$ 68.60	$ 11,680.30
11/13/2020	Vulcan	411E PG 64-22	$ 64.72	1.06	$ 68.60	$ 11,748.90
11/17/2020	Vulcan	411E PG 64-22	$ 64.72	3.09	$ 199.99	$ 11,948.89
11/20/2020	Vulcan	411E PG 64-22	$ 64.72	3.10	$ 200.63	$ 12,149.52
12/2/2020	Vulcan	411E PG 64-22	$ 64.44	5.00	$ 322.20	$ 12,471.72
12/2/2020	Vulcan	411E PG 64-22	$ 64.44	3.95	$ 254.54	$ 12,726.26
12/3/2020	Vulcan	411E PG 64-22	$ 64.44	2.18	$ 140.48	$ 12,866.74
12/3/2020	Vulcan	411E PG 64-22	$ 64.44	2.31	$ 148.86	$ 13,015.59
12/11/2020	Vulcan	411E PG 64-22	$ 64.44	10.21	$ 657.93	$ 13,673.53
12/18/2020	Vulcan	411E PG 64-22	$ 64.44	1.45	$ 93.44	$ 13,766.96

STREET DEPARTMENT CONCRETE PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Nashville Ready Mix	3000 PSI	$ 150.00	2		$ 300.00	$ 300.00
7/14/2020	Nashville Ready Mix	3000 PSI	$ 104.00	1.5		$ 156.00	$ 456.00
7/15/2020	Nashville Ready Mix	3000 PSI	$ 104.00	1.5		$ 156.00	$ 612.00
7/16/2020	Nashville Ready Mix	3000 PSI	$ 104.00	2		$ 208.00	$ 820.00
7/20/2020	Nashville Ready Mix	3000 PSI	$ 105.00	3		$ 315.00	$ 1,135.00
7/21/2020	Nashville Ready Mix	3000 PSI	$ 105.00	2		$ 210.00	$ 1,345.00
7/22/2020	Nashville Ready Mix	3500 PSI	$ 106.00	2		$ 212.00	$ 1,557.00
7/23/2020	Nashville Ready Mix	3500 PSI	$ 104.00	2.5		$ 260.00	$ 1,817.00
7/24/2020	Nashville Ready Mix	3000 PSI	$ 104.00	2		$ 208.00	$ 2,025.00
7/27/2020	Nashville Ready Mix	3500 PSI	$ 107.00	4.25		$ 454.75	$ 2,479.75
7/28/2020	Nashville Ready Mix	3500 PSI	$ 107.00	1.5		$ 160.50	$ 2,640.25
8/3/2020	Nashville Ready Mix	3000 PSI	$ 105.00	1		$ 105.00	$ 2,745.25
8/10/2020	Nashville Ready Mix	3500 PSI	$ 107.00	2		$ 214.00	$ 2,959.25
8/12/2020	Nashville Ready Mix	3500 PSI	$ 107.00	4		$ 428.00	$ 3,387.25
8/14/2020	Nashville Ready Mix	3500 PSI	$ 107.00	3		$ 321.00	$ 3,708.25
8/18/2020	Nashville Ready Mix	3500 PSI	$ 107.00	1		$ 107.00	$ 3,815.25
8/27/2020	Nashville Ready Mix	3500 PSI	$ 107.00	3		$ 321.00	$ 4,136.25
8/19/2020	Nashville Ready Mix	3500 PSI	$ 107.00	2		$ 214.00	$ 4,350.25
8/31/2020	Nashville Ready Mix	3000 PSI	$ 105.00	1.5		$ 157.50	$ 4,507.75
9/2/2020	Nashville Ready Mix	3500 PSI	$ 107.00	2		$ 214.00	$ 4,721.75
9/3/2020	Nashville Ready Mix	3500 PSI	$ 107.00	2.5		$ 267.50	$ 4,989.25
9/16/2020	Nashville Ready Mix	3500 PSI	$ 107.00	2		$ 214.00	$ 5,203.25
9/17/2020	Nashville Ready Mix	3500 PSI	$ 107.00	1.5		$ 160.50	$ 5,363.75
9/18/2020	Nashville Ready Mix	3500 PSI	$ 107.00	2.5		$ 267.50	$ 5,631.25
9/23/2020	Nashville Ready Mix	3500 PSI	$ 107.00	1		$ 107.00	$ 5,738.25
10/2/2020	Nashville Ready Mix	3500 PSI	$ 102.00	3		$ 306.00	$ 6,044.25
10/5/2020	Nashville Ready Mix	3500 PSI	$ 107.00	3		$ 321.00	$ 6,365.25

10/6/2020	Nashville Ready Mix	3500 PSI	$ 107.00	3		$ 321.00	$ 6,686.25
10/7/2020	Nashville Ready Mix	3500 PSI	$ 107.00	4.5		$ 481.50	$ 7,167.75
10/8/2020	Nashville Ready Mix	3500 PSI	$ 107.00	4		$ 428.00	$ 7,595.75
10/12/2020	Nashville Ready Mix	3500 PSI	$ 107.00	4.25		$ 454.75	$ 8,050.50
11/4/2020	Nashville Ready Mix	3500 PSI	$ 107.00	1		$ 107.00	$ 8,157.50
11/5/2020	Nashville Ready Mix	3500 PSI	$ 107.00	3		$ 321.00	$ 8,478.50
11/23/2020	Nashville Ready Mix	3500 PSI w/ accel	$ 118.00	2		$ 236.00	$ 8,714.50
12/7/2020	Nashville Ready Mix	3500 PSI w/ accel	$ 118.00	3		$ 354.00	$ 9,068.50
12/8/2020	Nashville Ready Mix	35000 PSI w/ accel	$ 118.00	1		$ 118.00	$ 9,186.50
12/17/2020	Nashville Ready Mix	3500 PSI w/ accel	$ 111.00	1.5		$ 166.50	$ 9,353.00
12/21/2020	Nashville Ready Mix	3500 PSI w/ accel	$ 111.00	1		$ 111.00	$ 9,464.00
12/22/2020	Nashville Ready Mix	3500 PSI w/ accel	$ 118.00	2		$ 236.00	$ 9,700.00
12/29/2020	Nashville Ready Mix	3500 PSI w/ accel	$ 111.00	4		$ 444.00	$ 10,144.00
12/30/2020	Nashville Ready Mix	3500 PSI w/ accel	$ 110.00	1		$ 110.00	$ 10,254.00
1/5/2021	Nashville Ready Mix	3500 PSI w/ accel	$ 111.00	2.5		$ 277.50	$ 10,531.50

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/16/2020	Orgain Ready Mix	Flowable fill	$ 102.00	8		$ 816.00	$ 816.00
11/19/2020	Orgain Ready Mix	3500 PSI w/ accel	$ 113.00	2		$ 226.00	$ 1,042.00
1/21/2021	Orgain Ready Mix	4000 PSI 1/2"	$ 116.00	3		$ 348.00	$ 1,390.00
1/26/2021	Orgain Ready Mix	3000 PSI	$ 101.00	3		$ 303.00	$ 1,693.00
2/4/2021	Orgain Ready Mix	3000 PSI	$ 114.00	3.5		$ 399.00	$ 2,092.00
2/8/2021	Orgain Ready Mix	3500 PSI w/ accel	$ 114.00	1.5		$ 171.00	$ 2,263.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Smyrna Ready Mix	Flowable Fill	$ 94.00	8	$ 20.00	$ 772.00	$ 772.00
7/31/2020	Smyrna Ready Mix	3500 PSI	$ 107.00	2	$ 105.00	$ 319.00	$ 1,091.00
8/4/2020	Smyrna Ready Mix	3500 PSI	$ 111.00	2		$ 222.00	$ 1,313.00
9/10/2020	Smyrna Ready Mix	3000 PSI	$ 105.00	1		$ 105.00	$ 1,418.00
10/29/2020	Smyrna Ready Mix	3500 PSI	$ 108.00	1		$ 108.00	$ 1,526.00
11/5/2020	Smyrna Ready Mix	Flowable Fill	$ 94.00	2.5		$ 235.00	$ 1,761.00

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jami Coffelt

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Request from Murfreesboro Parks & Recreation for St. Clair Senior Center to hang a banner across East Main Street.

Staff Recommendation

Approve a banner to be displayed from September 27th- October 7th, 2021

Background Information

Saint Clair Senior Center assists in the promotion of the overall health of the elderly in our community by reaching out with services geared towards their needs. The requested banner promotes the annual opportunity for the elderly community to receive yearly vaccinations and health screenings. This opportunity would help to promote the overall well being of our elderly community as well as provide them with information for other health related services they may need.

Council Priorities Served

Establish strong City brand

Banners hung across East Main Street engages our community in various activities and communicates special events to the general public thereby enhancing the City reputation through an active community involvement.

Fiscal Impact

None.

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: MWRD – O&M & AMI – Vehicle Purchase Contract Amendment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract amendment for vehicle purchase from Wilson County Motors.

Staff Recommendation

Approve the amendment to the contract.

Background Information

The double cab trucks included in the contract were no longer in stock and not available to order until October. The dealer was able to offer us two crew cabs in stock for a slight increase. An amendment was drafted to update the truck description and price and was approved by the Purchasing and Legal Departments.

Fiscal Impact

The price per truck will increase approximately $2,100 which is less than 10% of the original price and still within our approved budget.

Attachments

First Amendment

DocuSign Envelope ID: 5705AD95-6267-4CFA-B437-B391EC3AB8B8

FIRST AMENDMENT
TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
WILSON COUNTY MOTORS, LLC

This First Amendment ("First Amendment") to the Contract for Purchase of Vehicles, entered into March 4, 2021 ("Contract"), is effective as of this ___ Day of March, 2021, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, and Wilson County Motors, LLC ("Contractor"), a Tennessee limited liability company.

RECITALS

WHEREAS, on March 4, 2021, the City entered into the Contract with Contractor for the purchase of a 2021 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck pursuant to State of Tennessee Contract Number 64414;

WHEREAS, due to manufacturer supply chain and inventory issues, said Work Truck will not be available to Contractor in a timely manner;

WHEREAS, the City has identified an alternate vehicle which may also be purchased pursuant to State Contract Number 64414 with timely availability; and

WHEREAS, Section 10 of the Contract provides for modifications to the Contract by written agreement of the parties.

NOW THEREFORE, the City and Contractor mutually agree as follows:

1. **Price Quote Sheet:** The Price Quote Sheet referenced in the Contract shall be amended to reflect ***Price Quote Sheet dated February 10, 2021 from Wilson County Motors, LLC for 2021 Chevrolet Silverado 1500 (CK 10543) 4WD Crew Cab 147" Work Truck***, attached hereto as Attachment 1 and incorporated into the Contract by reference.

2. **Duties and Responsibilities of Contractor:** Section 1 of the Contract shall be amended to delete the reference to "2021 Chevrolet Silverado 1500 (CK 10753) 4WD Double Cab 147" Work Truck" and replace it with "2021 Chevrolet Silverado 1500 (CK 10543) 4WD Crew Cab 147" Work Truck."

3. **Price; Compensation; Method of Payment**: Section 3.a of the Contract shall be amended to delete "a price of $26,622.30 each, or a **Total Purchase Price of $53,244.60** as set forth in the Price Quote Sheet dated January 11, 2021" and replace it with "a price of $28, 751.90 each, or a **Total Purchase Price of 57,503.80** as set forth in the Price Quote Sheet dated February 10, 2021."

4. **No Other Amendment or Modification:** Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

ENTERED this the ____ day of March, 2021.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Approved as to form:

DocuSigned by:
Adam F. Tucker
43A2035561E0401...
Adam F. Tucker, City Attorney

WILSON COUNTY MOTORS, LLC

By: Danielle Rodriguez
Danielle Rodriguez, Fleet Manager

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

City Council meetings are available on the City's website for reference to actions taken and discussion made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes in order for these to become the official minutes of the meeting.

Attachments

1. February 4, 2021 (Public Comment)
2. February 4, 2021 (Regular Meeting)
3. February 10, 2021 (Regular Meeting)
4. February 25, 2021 (Regular Meeting)
5. March 4, 2021 (Public Comment)
6. March 4, 2021 (Regular Meeting)
7. March 10, 2021 (Regular Meeting)
8. March 11, 2021 (Special Meeting-Legislature)

February 4, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, February 4, 2021, with Council Member Bill Shacklett present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Kirt Wade
Shawn Wright
Bill Shacklett

Vice-Mayor Scales Harris participated telephonically, and Mayor Shane McFarland was absent and excused from this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Joshua Miller, Administrative Assistant

Council Member Shacklett announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Mr. Ashley Hayes, 816 East Burton Street, Compassion House Ministry, asked Council how his Ministry could help the homeless situation. He stated that he has a plot of land, plus funding, and would appreciate the City working with him on how to best use those resources.

Ms. Angela Bingham, 414 Vaughn Street, asked Council and the City to give their support to the local ministry's efforts to help the homeless.

Ms. Carolyn Young, 1107 North Maple Street, stated that she found two new homeless camps recently made up of hungry young people, some of whom were pregnant. She asked for Council and the City to assist with her efforts to help the homeless.

Ms. Felicia Wade, 1241 Eastwoods Drive, asked Council to stop evicting the homeless from the camps and stated that she does not believe the Council is doing enough to help the homeless.

There were no others present who wished to speak.

Mr. Wade asked Mr. Gary Whitaker and Ms. Angela Jackson to meet with representatives of the ministries and discuss the situation and concerns brought up tonight.

Mr. LaLance and Mr. Martin stated that they believe the City is aware of the issue and are working towards providing help, but that there is not a simple solution.

Council Member Shacklett adjourned this session of the public comment meeting at 6:21 p.m.

_____
MADELYN SCALES HARRIS – VICE-MAYOR

ATTEST:

_____
MELISSA B. WRIGHT - CITY RECORDER

February 4, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:22 p.m. on Thursday, February 4, 2021, with Council Member Bill Shacklett present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Kirt Wade
Shawn Wright
Bill Shacklett

Vice-Mayor Scales Harris participated telephonically, and Mayor Shane McFarland was absent and excused from this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Sam Huddleston, Executive Director/
Development Services
Erin Tucker, Budget Director
Greg McKnight, Planning Director
Beth Prater, Acting City Schools Finance Director
Joshua Miller, Administrative Assistant

Council Member Rick LaLance commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. New Aviation Fuel Farm Design Contract (Airport)
2. Affordable Housing Program Legacy Pointe (Community Development)
3. Cintas Contract Amendment (Facilities)
4. Addition of Database Administrator (Finance)
5. City Manager Approved Budget Amendments (Finance)
6. Purchase of Turnout Gear (Fire Rescue)
7. Mandatory Referral for Abandonment of Sanitary Sewer Easement along Middle Tennessee Boulevard (Planning)
8. Purchase of Ammunition (Police)
9. Central Square and Utility Associates Contract Extensions (Police)
10. REC Project Rollins Contract Renewal (Solid Waste)
11. Asphalt Purchases Report (Water Resources)
12. Approval of Connection Fee for Liberty Station's Water and Sewer (Water Resources)
13. Purchase of 2021 Ford F-350 Super Cab 4x4 for O&M (Water Resources)

14. Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 20 -09 (Water Resources)

(Insert letters from Airport, Community Development, Facilities, Finance (2), Fire Rescue, Planning, Police (2), Solid Waste & Water Resources (4) Departments here.)

Mr. LaLance stepped out of the meeting.

Mr. Martin made a motion to approve the Consent Agenda. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to approval of Minutes of City Council Meetings from November 7, 2019 through January 30, 2020.)

Mr. Wade made a motion to approve the minutes as written and presented for the public comment meeting held on November 7, 2019; the regular meeting held on November 7, 2019; the regular meeting held on November 13, 2019; the regular meeting held on November 21, 2019; the special MED meeting held on December 5, 2019; the regular meeting held on December 5, 2019; the public comment meeting held on December 19, 2019; the regular meeting held on December 19, 2019; the regular meeting held on January 9, 2020; the regular meeting held on January 15, 2020 and the regular meeting held on January 30, 2020. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

Mr. LaLance returned to the meeting.

(Insert letter dated February 4, 2021 here regarding Board of Zoning Appeals (BZA) Member Compensation.)

An ordinance, entitled "ORDINANCE 20-O-46 amending Murfreesboro City Code Appendix A—Zoning, Section 30 regarding compensation of members of the Board of Zoning Appeals; Planning Staff, applicant [2020-806]," which passed first reading on January 21, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Kirt Wade
Shawn Wright
Bill Shacklett

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 20-O-46 here.)

The following letter from the Planning Director was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to sewer allocation variance – New Salem Highway – Waffle House.)

Mr. Greg McKnight, Planning Director, presented the request to approve the proposed New Salem Highway Waffle House's request for additional density above the sewer allocation ordinance's zoning allowance. He stated that the proposed development, Waffle House, will use approximately 3 sfu's more than the ordinance allows, but staff views the advantages of job creation and sales tax revenue as a greater benefit.

Mr. Wade made a motion to approve the proposed New Salem Highway Waffle House's request for additional density above the sewer allocation ordinance's zoning allowance by 2.59 sfu's. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye", except Mr. Martin who voted "Nay".

The following letter from the Planning Director was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to sewer allocation variance – Franklin Road – Andy's Frozen Custard.)

Mr. Greg McKnight, Planning Director, presented the request to approve the proposed Franklin Road Andy's Frozen Custard's request for additional density above the sewer allocation ordinance's zoning allowance. He stated that the proposed development, Andy's Frozen Custard, will use approximately 3.69 sfu's more than the ordinance allows, but staff views the advantages of job creation and sales tax revenue as a greater benefit.

Mr. LaLance made a motion to approve the proposed Franklin Road Andy's Frozen Custard's request for additional density above the sewer allocation ordinance's zoning allowance by 4 sfu's. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye", except Mr. Martin who voted "Nay".

The following letter from the Acting City Schools Finance Director was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to Fiscal Year 2021 Budget Amendment Resolution.)

The following RESOLUTION 21-R-06 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Kirt Wade
Shawn Wright
Bill Shacklett

Nay: None

(Insert RESOLUTION 21-R-06 here amending the 2020-2021 Murfreesboro City Schools Budget (3rd Amendment).)

The following letter from the Budget Director was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to
Fiscal Year 2021 Budget Amendment Ordinance 21-O-02.)

An ordinance, entitled "ORDINANCE 21-O-02 amending the 2020-2021 Budget (4th Amendment)," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Kirt Wade
Shawn Wright
Bill Shacklett

Nay: None

The following letter from the Finance Director was presented to the Council:

(Insert letter dated February 4, 2021 here with
regards to presentation of Annual Audit Report.)

Mr. Jimmy Jobe, Jobe, Hastings, & Associates, presented the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2020 (Fiscal Year 2020) for the City of Murfreesboro. The report expressed an unmodified ("clean") opinion on the City's Financial Statements for Fiscal Year 2020. Mr. Jobe highlighted areas of the report that may be of special interest to Council and answered questions.

Mr. Wade made a motion to accept the audit presented in the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2020 (Fiscal Year 2020) for the City of Murfreesboro. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

The following letter from the City Attorney was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to request
to advertise Request for Competitive Sealed Proposals (RFCSP)
for Insurance Brokerage and Consulting Services.)

Mr. Adam Tucker, City Attorney, presented the request of the Legal Department to solicit proposals via a Request for Competitive Sealed Proposals (RFCSP) for insurance brokerage and consulting services. He stated that the City has not issued an invitation to bid for property insurance and related coverages since Fiscal Year 2017 and that the Legal Department needs expert advice to develop appropriate bid specifications and evaluate the proposals.

Mr. Wade made a motion to approve the advertisement for Request for Competitive Sealed Proposals (RFCSP) for insurance brokerage and consulting services. Mr. Martin

seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to distribution monitoring panel replacements.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve the purchase of two distribution monitoring panels from Hach, Inc. utilizing a GSA discounted price for a total cost of $33,914.

Mr. Martin made a motion to approve the purchase of two distribution monitoring panels from Hach, Inc. for a total cost of $33,914. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to Walter Hill Park erosion repairs engineering Task Order.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve Master Services Agreement Work Authorization No. 4 for engineering services to develop plans and specifications for repairs to Walter Hill Park resulting from stormwater erosion with Energy, Land and Infrastructure, LLC in the amount of $24,960 from the Stormwater Fund.

Mr. Wade made a motion to approve Master Services Agreement Work Authorization No. 4 for engineering services to develop plans and specifications for repairs to Walter Hill Park resulting from stormwater erosion with Energy, Land and Infrastructure, LLC in the amount of $24,960 from the Stormwater Fund. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to TDOT Salem Highway Phase 2 Proposals for Appraisals.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Contract with Boozer & Company, P.C. for appraisal services related to obtaining easements for the Salem Highway Widening Project in the amount of $2,400 per tract, for a total cost of $36,400.

Mr. Martin made a motion to approve the Contract with Boozer & Company, P.C. for appraisal services related to obtaining easements for the Salem Highway Widening Project in the amount of $2,400 per tract, for a total cost of $36,400. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated February 4, 2021 here with regards to Beer Permit Application for Habibi Hookah Cafe at 1644 Middle Tennessee Boulevard.)

Mr. Wade made a motion to approve a Beer Permit for Habibi Hookah Cafe, 1644 Middle Tennessee Boulevard (New Location). Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

Council Member Shacklett announced that there were not any Board and Commission appointments to be considered.

The following statement was presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director that its payment be approved:

From General Fund:

Christy Houston Foundation $ 34,487.38

Mr. Wright made a motion to approve payment of the statement as recommended by the City Recorder/Finance Director. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

Council Member Wade asked staff to begin immediately facilitating finding a replacement store to take the place of the Kroger that was closing on Middle Tennessee Boulevard.

He also asked staff to research and begin the process of renaming Mercury Boulevard to Dr. Martin Luther King Jr. Boulevard.

There being no further business, Council Member Shacklett adjourned this meeting at 6:58 p.m.

_____
MADELYN SCALES HARRIS – VICE-MAYOR

ATTEST:

_____
MELISSA B. WRIGHT - CITY RECORDER

February 10, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 11:30 a.m. on Wednesday, February 10, 2021 in the Community Room at Murfreesboro Municipal Airport, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Angela Jackson, Executive Director/
Community Services
Erin Tucker, Budget Director
Greg McKnight, Planning Director
Pam Russell, Human Resources Director
Joshua Miller, Administrative Assistant

Mayor McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated February 10, 2021 here with regards to approval of Minutes of City Council Meetings from February 6, 2020 through April 30, 2020.)

Mr. Wade made a motion to approve the minutes as written and presented for the public comment meeting held on February 6, 2020; the regular meeting held on February 6, 2020; the regular meeting held on February 12, 2020; the regular meeting held on February 27, 2020; the regular meeting held on March 11, 2020; the regular meeting held on March 19, 2020; the regular meeting held on April 2, 2020; the regular meeting held on April 16, 2020 and the regular meeting held on April 30, 2020. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Budget Director was presented to the Council:

(Insert letter dated February 10, 2021 here with regards to Fiscal Year 2021 Budget Amendment Ordinance.)

An ordinance, entitled "ORDINANCE 21-O-02 amending the 2020-2021 Budget (4th Amendment)," which passed first reading on February 4, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert ORDINANCE 21-O-02 here.)

The following letter from the Budget Director was presented to the Council:

(Insert letter dated February 10, 2021 here with regards to December 2020 Dashboard packet.)

The December 2020 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

The following letter from the City Manager was presented to the Council:

(Insert letter dated February 10, 2021 here with regards to provision for proceeds from sale of Electric Department.)

Mayor McFarland suggested that, as a means to determine how to manage the proceeds from the sale of Murfreesboro Electric Department (M.E.D.), a committee should be created to study this issue; that a Council representative should be on the committee and that Chair of the committee should have investing experience. Mr. Martin suggested that Mr. LaLance should be the Council representative on the Committee due to his background and experience with investing and trusts. Mr. LaLance said that he would be willing to serve but asked the other Council Members to send to the Legal Department what they believed the most pressing issues for the committee to handle. Mayor McFarland stated that he believed that the principal of the proceeds should not be touched and that the City should be able to get back into operating revenue what it used to receive yearly from M.E.D. Council expressed their desire for the City Attorney to prepare a Resolution for the creation of the committee; that Council would each submit suggestions to the City Attorney for individuals to serve on the committee; and that the committee should be made up of five voting members, one of which is a Council representative and three staff members to serve in a non-voting capacity.

The following letter from Mayor was presented to the Council:

(Insert letter dated February 10, 2021 here with regards to process for hiring City Recorder and Treasurer.)

Mr. Craig Tindall, City Manager, stated that with the announced retirement of the current City Recorder and Treasurer, Melissa Wright, that Council needed to determine what process to use for hiring her replacement and that there were three potential processes to use: conduct an internal recruitment; recruit internally and externally, limiting to local candidates; or conduct a national recruitment with the use of a recruiting firm.

Council engaged in discussion regarding the three processes suggested and determined that they would like to utilize an outside recruiting firm to conduct a nationwide search, and that if there were any internal or local candidates it will give them more validity if they are selected.

Mr. Wade made a motion utilize an outside recruiting firm to conduct a nationwide search for the City Recorder and Treasurer position. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

Council requested that the Human Resources Department research outside recruiting firms and return at the next meeting with proposals from firms to handle the search for the City Recorder and Treasurer position.

The City Recorder/Finance Director announced that there was not any licensing nor any statements to be considered.

Mr. LaLance stated that he believes it would be beneficial for the City to have a vision of zoning types, amount for each type, why the amounts were decided for the mix the City should contain, to help guide the current and the future Planning Commission and Council in zoning decisions. Council discussed the current land use plan with staff and Mayor McFarland suggested that a Council Retreat should be held to discuss the matter.

Mayor McFarland addressed feeding of the homeless community on City park property. He brought up safety issues with not being able to verify if there are sex offenders potentially around children in the parks.

There being no further business, Mayor McFarland adjourned this meeting at 1:18 p.m.

_____
SHANE MCFARLAND – MAYOR

ATTEST:

_____
MELISSA B. WRIGHT - CITY RECORDER

February 25, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, February 25, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Sam Huddleston, Executive Director/
Development Services
Kayla Walker, Development Projects Director
Pam Russell, Human Resources Director
Robert Holtz, Building and Codes Director
Jim Kerr, Transportation Director
Matthew Blomeley, Assistant Planning Director
Beth Prater, Interim City Schools Finance Manager
Helen Glynn, Assistant Community Development Director
Teresa Stevens, Sign Administrator
Joshua Miller, Administrative Assistant

Council Member Ronnie Martin commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland proclaimed that, in the City of Murfreesboro, February 25, 2021 would be known as a day to honor Jason Ayers, a Murfreesboro resident and owner of Veterans Pressure Washing, for rendering aid to the citizens of Murfreesboro during the ice and snow storm by providing transportation for essential workers and assisting stuck vehicles.

The Consent Agenda was presented to the Council for approval:

1. Community Investment Program Funds Transfer (Finance)
2. Purchase of Security Services for Citywide Network Infrastructure (Information Technology)
3. Asphalt and Concrete Purchase Report (Street)
4. Purchase of Rock Salt (Street)
5. TDOT Salem Hwy – Contract Supplements – Revisions (Water Resources)
6. Purchase of Sodium Hypochlorite Generator Cell Purchase (Water Resources)

(Insert letters from Finance, IT, Street (2) &
Water Resources (2) Departments here.)

Mr. Wade made a motion to approve the Consent Agenda. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated February 25, 2021 here with regards to approval of Minutes
of City Council Meetings from May 7, 2020 through July 30, 2020.)

Mr. Shacklett made a motion to approve the minutes as written and presented for the regular meeting held on May 7, 2020; the special budget meeting held on May 21, 2020; the regular meeting held on May 21, 2020; the regular meeting held on June 4, 2020; the regular meeting held on June 10, 2020; the regular meeting held on June 18, 2020; the regular meeting held on June 25, 2020; the public comment meeting held on July 9, 2020; the regular meeting held on July 9, 2020; the regular meeting held on July 15, 2020; the regular meeting held on July 23, 2020 and the regular meeting held on July 30, 2020. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Building and Codes Director was presented to the Council:

(Insert letter dated February 25, 2021 here with regards to
an amendment to the Sign Ordinance [2020-802].)

Mr. LaLance made a motion to amend ORDINANCE 20-O-28 to remove reference to Section 25.2-4. Mr. Wright seconded the motion and upon roll call said ordinance was amended by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 20-O-28 amending Murfreesboro City Code, Chapter 25.2 Signs, Sections 25.2-2, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of "External Customer Transaction Portal" and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows and gasoline pumps; (2) prohibiting certain materials from use in signage; (3) reducing the maximum allowable size of temporary signs; and (4) allowing murals on more than two sides of a building," which passed first reading on September 24, 2020, was read

to the Council and offered for passage on second and final reading, as amended, upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was passed by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert ORDINANCE 20-O-28 here.)

The following letter from the City Manager was presented to the Council:

(Insert letter dated February 25, 2021 here with regards to Community Investment Study Group.)

The following RESOLUTION 21-R-07 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-07 here creating Community Investment Study Group.)

Mr. Martin made a motion to appoint Mr. Rick LaLance as the Council representative to the Community Investment Study Group. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye" except Mr. LaLance who voted "Abstain".

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated February 25, 2021 here with regards to scheduling a public hearing for March 25, 2021 for a zoning application for approximately 1.2 acres located along South Bilbro Avenue.)

The following RESOLUTION 21-R-PH-03 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade

Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-PH-03 here with regards to scheduling a public hearing for March 25, 2021 to consider rezoning approximately 1.28 acres located along South Bilbro Avenue and East State Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District (The Row on Bilbro PRD) and City Core Overlay (CCO) District; Blue Sky Construction, Inc., applicant(s) [2020-422].)

The following letter from the Assistant Community Development Director was presented to the Council:

(Insert letter dated February 25, 2021 here with regards to Management and Administrative Services Contract.)

Ms. Helen Glynn, Assistant Community Development Director, presented the request of the Community Development Department to approve the Management and Administrative Services Agreement with BluLynx Solutions, LLC for $57,640 funded from existing administrative CBDG funds to assist the Community Development Department with updating and implementing the 5-year Consolidated Plan (2020-2025) and the Annual Action Plan, updating the Citizen's Participation Plan, and an Analysis to Impediments. Services will also include assistance and training with the HUD IDIS System.

Mr. Wade made a motion to approve the Management and Administrative Services Agreement with BluLynx Solutions, LLC for $57,640 funded from existing administrative CBDG funds. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Project Development Director was presented to the Council:

(Insert letter dated February 25, 2021 here with regards to Old Fire Station No. 4 Restroom Renovation Construction Contract.)

Ms. Kayla Walker, Project Development Director, presented the request to approve the Construction Contract with Boyce Ballard, LLC. in the amount of $115,950 for ADA improvements at Old Fire Station No. 4.

Mr. Shacklett made a motion to approve the Construction Contract with Boyce Ballard, LLC. in the amount of $115,950 for ADA improvements at Old Fire Station No. 4. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Human Resources Director was presented to the Council:

(Insert letter dated February 25, 2021 here with regards to
Recruitment for City Recorder and City Treasurer Position.)

Ms. Pam Russell, Human Resources Director, presented proposals for Council consideration of corporate recruiter firms to conduct the search for the replacement of the City Recorder and Treasurer Position.

Mr. Shacklett made a motion to approve the Professional Services Agreement Proposal with Strategic Government Resources and then withdrew his motion so that Council could further discuss the proposals presented.

Mr. Wright made a motion to approve the Professional Services Agreement Proposal with Baker Tilly US, LLP. for the proposed fee of $24,500. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Information Technology Director was presented to the Council:

(Insert letter dated February 25, 2021 here with regards
approval to purchase PC equipment.)

Mr. Chris Lilly, Information Technology Director, presented the request of the Information Technology Department to approve the purchase of personal computer equipment and technical services for $70,000, which is budgeted in Fiscal Year 2021, utilizing the NASPO ValuePoint Cooperative Purchasing Organization.

Mr. LaLance made a motion to approve the purchase of personal computer equipment and technical services for $70,000, utilizing the NASPO ValuePoint Cooperative Purchasing Organization. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Interim City Schools Finance Manager was presented to the Council:

(Insert letter dated February 25, 2021 here with
regards to School technology purchase.)

Ms. Beth Prater, Interim City Schools Finance Manager, presented the request of the City Schools to approve the purchase of computers from Dell, Inc. through an existing contract with the Wilson County Board of Education in the amount of $172,284 with the funds coming from County Shared Bonds and the 2019 Loan Fund.

Mr. Wright made a motion to approve the purchase of computers from Dell, Inc. through an existing contract with the Wilson County Board of Education in the amount of $172,284 with the funds coming from County Shared Bonds and the 2019 Loan Fund. Mr. Shacklett seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there was not any licensing, board or commission appointments or any statements to be considered.

Mr. Craig Tindall, City Manager, announced that Mr. Eddie Smotherman had been hired as a landscape inspector in the Planning Department and announced the expected upcoming City Council meeting dates for March.

Council Member Bill Shacklett stated that there was an upcoming vaccination day for City Schools teachers and staff and that the new City Schools Superintendent's first day is March 1, 2021.

Mayor McFarland explained that due to a septic issue at the County's Walter Hill Fire Station firefighters were currently sharing City Fire Station No. 7 on Thompson Lane temporarily and that it was good to see them working together.

Mayor McFarland announced that on Alexander Boulevard the City has installed traffic calming devices as part of a traffic calming pilot program.

There being no further business, Mayor McFarland adjourned this meeting at 6:54 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

_____
MELISSA B. WRIGHT - CITY RECORDER

March 4, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:30 p.m. on Thursday, March 4, 2020, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Ronnie Martin
Bill Shacklett
Shawn Wright

Vice-Mayor Scales Harris and Council Member Kirt Wade were absent and excused from this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Joshua Miller, Administrative Assistant

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Mr. Ans Wishing, 962 Alford Road, addressed his interest in a Community Action Platform website which would provide information regarding what is happening in the local community, Middle Tennessee, and the entire state. Mr. Wishing stated that his website is makeadifferencetn.com and invited everyone to participate.

There were no others present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 5:37 p.m.

_____
SHANE MCFARLAND - MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

March 4, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, March 4, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Sam Huddleston, Executive Director/
Development Services
Trey Duke, Director of Schools
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

Council Member Bill Shacklett commenced the meeting by introducing Mr. Trey Duke, Director of Schools, to lead those present with a prayer. Mayor McFarland introduced Nathan Daniel of Boy Scout Troop 398 to lead the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. Annual Audit Contract (Finance)
2. Main Street Banner Request: Historic Downtown Square Christmas Tree Lighting Celebration November 23 – December 3, 2021 (Street)
3. Asphalt Purchases Report (Water Resources)
4. Approval Vehicle Purchases Operation and Maintenance (Water Resources)
5. Replacement of Aerator 1B Impeller (Water Resources)
6. Water Resource Recovery Facility Roof Replacement (Water Resources)

(Insert letters from Finance, Street & Water Resources (4) Departments here.)

Mayor McFarland announced that Item No. 6 on the Consent Agenda, Water Resource Recovery Facility Roof Replacement, was to be heard at the end of New Business.

Mr. Wade made a motion to approve the Consent Agenda, with the exception of Item No. 6. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated March 4, 2021 here with regards to approval of Minutes of City Council Meetings from August 12, 2020 through October 22, 2020.)

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on August 12, 2020; the regular meeting held on August 20, 2020; the public comment meeting held on September 3, 2020; the regular meeting held on September 3, 2020; the regular meeting held on September 16, 2020; the regular meeting held on September 24, 2020; the public comment meeting held on October 1, 2020; the regular meeting held on October 1, 2020; the regular meeting held on October 14, 2020 and the regular meeting held on October 22, 2020. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated March 4, 2021 here with regards to Plan of Services and annexation for approximately 5.5 acres located along the west side of Gresham Lane, south of Miranda Drive [2020-504].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-01 adopted by the City Council on January 21, 2021, to consider adoption of a Plan of Services for and annexation of approximately 5.5 acres along Gresham Lane; Alcorn Properties, LLC, applicant [2020-504]. Notice of said public hearing was published in the February 16, 2021 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the unanimous recommendation of the Planning Commission to approve the Plan of Services and annexation.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Services and annexation of approximately 5.5 acres located along the west side of Gresham Lane, south of Miranda Drive, step forward to the podium.

There was no one present who wished to speak for or against the proposed Plan of Services or annexation and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 21-R-PS-01 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-PS-01 here with regards to Plan of Services for approximately 5.5 acres along Gresham Lane [2020-504].)

The following RESOLUTION 21-R-A-01 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-A-01 here with regards to annexation for approximately 5.5 acres along Gresham Lane [2020-504].)

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 4, 2021 here with regards to MSA & Task Order-LJA Engineering-2021/22 Sewer Rehabilitation.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve the Master Services Agreement (MSA) and Task Order No. 20210215 with LJA Engineering, Inc. for Sanitary Sewer Rehabilitation in an amount not to exceed $439,500.

Mr. Wade made a motion to approve the Master Services Agreement (MSA) and Task Order No. 20210215 with LJA Engineering, Inc. for Sanitary Sewer Rehabilitation in an amount not to exceed $439,500. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 4, 2021 here with regards to Chemical Bid Extensions for Fiscal Year 2022.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the extension of existing chemical contracts through June 30, 2022 with Hawkins, Inc.; Gulbrandsen Technologies; Univar; and Polydyne for an

estimated annual expense of $368,000; $20,000; $20,000; and $40,000, respectively, with the price of the chemicals reflected in the Fiscal Year 2022 Operating Budget.

Mr. Martin made a motion to approve the extension of existing chemical contracts through June 30, 2022 with Hawkins, Inc.; Gulbrandsen Technologies; Univar; and Polydyne for an estimated annual expense of $368,000; $20,000; $20,000; and $40,000, respectively, with the price of the chemicals to be reflected in the Fiscal Year 2022 Operating Budget. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 4, 2021 here with regards to Granular Activated Carbon Bid.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Contract with Calgon Carbon Corporation for Granular Activated Carbon media in the amount of $122,840 which is funded in the Fiscal Year 2022 Rate-Funded Capital Budget.

Mr. LaLance made a motion to approve the Contract with Calgon Carbon Corporation for Granular Activated Carbon media in the amount of $122,840 which is funded in the Fiscal Year 2022 Rate-Funded Capital Budget. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 4, 2021 here with regards to purchase of Reclaim Water Meters.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the purchase of Reclaim Water Meters from the low bidders, Badger Meter, Inc. and Citco Water in the amounts $12,003 and $66,631, respectively, for a total purchase price of $78,364 which is funded from AMI's approved Fiscal Year 2021 Expenditures Budget.

Mr. LaLance made a motion to approve the purchase of Reclaim Water Meters from the low bidders, Badger Meter, Inc. and Citco Water in the amounts $12,003 and $66,631, respectively, for a total purchase price of $78,364 which is funded from AMI's approved Fiscal Year 2021 Expenditures Budget. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 4, 2021 here with regards to WRRF Roof Replacement.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve the Contract with Perry Roofing Company, Inc. for replacement of the Water Resource Recovery Facility's Main Laboratory and Administration building roof in the amount of $71,400 funded by the Department's Rate Funded Capital Budget.

Mr. Wade made a motion to approve the Contract with Perry Roofing Company, Inc. for replacement of the Water Resource Recovery Facility's Main Laboratory and Administration building roof in the amount of $71,400 funded by the Department's Rate Funded Capital Budget. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated March 4, 2021 here with regards to Beer Permit Applications for Special Events on 5/15/21 at Discovery Center, 502 SE Broad St. and on 6/4/21 at 550 E Main St.)

Mr. LaLance made a motion to approve a Special Event Beer Permit for Wine & Whiskey + Shakesbeer Fundraiser on 5/15/21 at Discovery Center, 502 South East Broad Street and for Secret Garden Party Fundraiser on 6/4/21 at 550 East Main Street. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were not any Board and Commission appointments or any Statements to be considered.

Mayor McFarland invited anyone that is interested in serving on the MED Community Investment Study Group to fill out the application on the City website.

Mayor McFarland announced that he, the Airport Director, and the Chair of the Airport Commission had met with Dr. McPhee regarding changes at the Airport and was hopeful regarding the communication that had occurred.

Mayor McFarland stated his desire to hold a public meeting in a large setting to discuss former employee concerns regarding the MED Pension Plan. He asked that anyone involved with managing the pension be invited including former MED employees, actuaries and auditors.

Council Member Shawn Wright stated his desire to begin the process of a referendum in order to determine if the citizens of the City desired a full-time Mayor or preferred the current system of government. Mayor McFarland asked that the matter be discussed further at a workshop meeting.

Council Member Rick LaLance expressed his desire to schedule a Council Retreat and for the retreat to be self-managed, with no outside mediator, potentially to be scheduled between April and July. The City Manager suggested that June should be a good month to hold a retreat.

There being no further business, Mayor McFarland adjourned this meeting at 6:50 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

March 10, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 11:30 a.m. on Wednesday, March 10, 2021 in the Community Room at Murfreesboro Municipal Airport, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting. Council Member Ronnie Martin arrived late to the meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Sam Huddleston, Executive Director/
Development Services
Erin Tucker, Budget Director
Chad Gehrke, Airport Director
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

Mayor McFarland announced that Item No. 6 on the Agenda, January Dashboard Information, was to be heard first.

The following letter from the Budget Director was presented to the Council:

(Insert letter dated March 10, 2021 here with
regards to January 2021 Dashboard packet.)

The January 2021 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated March 10, 2021 here with regards to approval of Minutes
of City Council Meetings from November 5, 2020 through January 21, 2021.)

Mr. LaLance made a motion to approve the minutes as written and presented for the public comment meeting held on November 5, 2020; the regular meeting held on November 5, 2020; the regular meeting held on November 12, 2020; the regular meeting held on

November 19, 2020; the public comment meeting held on December 3, 2020; the regular meeting held on December 3, 2020; the regular meeting held on December 9, 2020; the regular meeting held on December 17, 2020; the public comment meeting held on January 7, 2021; the regular meeting held on January 7, 2021; the regular meeting held on January 13, 2021; and the regular meeting held on January 21, 2021. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

Mr. Sam Huddleston, Executive Director, Development Services, announced that a public comment meeting was to be held on March 30, 2021 regarding the City's Community Development 2020-2024 Five-Year Consolidated Plan and the 2020 Action Plan.

The following letter from the Assistant Community Development Director was presented to the Council:

(Insert letter dated March 10, 2021 here with regards to
CDBG Property Acquisition of 731 North Walnut Street.)

Mr. Sam Huddleston, Executive Director, Development Services, presented the request of the Community Development Department to approve Community Development Block Grant (CDBG) assistance to Greenhouse Ministries for the purchase of 731 North Walnut Street.

Mr. Wade made a motion to approve Community Development Block Grant (CDBG) assistance to Greenhouse Ministries by providing $125,000 to assist with the purchase of 731 North Walnut Street in which the City will enter into a Sub-recipient agreement with Greenhouse Ministries and Greenhouse Ministries will provide a minimum 25% match in purchase and improvements and will enter a 10-year rental agreement which will end with Greenhouse Ministries receiving the title to the property. Mr. Shacklett seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

Mr. Martin arrived at this time.

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated March 10, 2021 here with regards
to potential renaming of Mercury Boulevard.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the report from the Planning Department regarding the potential renaming of Mercury Boulevard to Dr Martin Luther King Jr Boulevard. Mr. Blomeley stated that the impact to emergency service providers would be minimal, that there would be some impact to property owners and tenants and that this name change would provide an opportunity to rectify a confusing situation with a 600' segment of Mercury Boulevard that is east of South Rutherford

Boulevard. If the name change is implemented staff will recommend incorporating that 600' segment into John Bragg Highway.

Mr. Wade made a motion to send a recommendation to the Planning Commission that they rename Mercury Boulevard to Dr Martin Luther King Jr Boulevard. Mr. Shacklett seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

Mr. LaLance asked that the City consider providing monetary acknowledgement to the property owners and tenants for the hassle involved with changing an address.

The following letter from the City Manager was presented to the Council:

(Insert letter dated March 10, 2021 here
with regards to Impact Fees Analysis.)

Mayor McFarland stated that he would abstain from any discussion regarding the impact fees decision.

Mr. L. Carson Bise II, President of TischlerBise, presented an analysis of the potential revenue that could be produced with the implementation of development impact fees to the City, presented how the computation to determine impact fee amounts is developed, presented a maximum amount that could be charged for recreation and street capital improvement projects, and provided a fee comparison with other municipalities. Mr. Bise answered questions from Council regarding collecting data for implementing fees for schools and emergency services as well as justifying the recreation fee amount. Based on questions and discussion with Mr. Bise, Council directed him to gather data regarding implementing fees for schools and emergency services as well as develop a timeframe for gathering the data and conducting stakeholder meetings.

The following letter from the City Manager was presented to the Council:

(Insert letter dated March 10, 2021 here with
regards to MED Proceeds Committee.)

Mayor McFarland announced that nine people had submitted questionnaires to serve on the MED Proceeds Committee. He suggested that each Council Member select their top four choices and the top four choices would serve on the MED Proceeds Committee with Council Member Rick LaLance as the Council representative. Mr. Bob Mifflin, Mr. Andy Womack, Ms. Amy Farrar, and Mr. Eric Meriwether were selected as the four members of the MED Proceeds Committee.

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated March 10, 2021 here with regards to Beer Permit Applications for Rock N Roll Sushi at 3053 Medical Center Pkwy., Ste. D, Pisco 305 at 452 N Thompson Ln., Ste. C, Fresh Bite at 451 N Thompson Ln, Ste. A and Walmart Fuel Station #5148 at 1157 Fortress Blvd.)

Mr. Wade made a motion to approve Beer Permits for Rock N Roll Sushi, 3053 Medical Center Parkway, Suite D (New Location); Pisco 305, 452 N Thompson Lane, Suite C (New Location); Fresh Bite, 451 N Thompson Lane, Suite A (Ownership and Name Change) and Walmart Fuel Station #5148, 1157 Fortress Boulevard (New Location), pending building and codes inspections. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

Mr. Chad Gehrke, Airport Director, demonstrated the airport's new aviation tracking software, VirTower, that collects real time data regarding flight patterns, flight touchdowns, flight takeoffs, and that the data shows the activity of the Murfreesboro Municipal Airport.

There being no further business, Mayor McFarland adjourned this meeting at 1:32 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

_____
MELISSA B. WRIGHT - CITY RECORDER

March 11, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 4:00 p.m. on Thursday, March 11, 2021 in the Community Room at Murfreesboro Municipal Airport, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Darren Gore, Assistant City Manager
Trey Duke, Director of City Schools
David Ives, Deputy City Attorney
Joshua Miller, Administrative Assistant

The following Murfreesboro State Legislative Delegation were also present:

Senator Shane Reeves
Senator Dawn White
Representative Tim Rudd
Representative Mike Sparks
Representative Bryan Terry

Mayor McFarland opened the meeting by welcoming everyone to the Murfreesboro Municipal Airport and invited the members of the State Legislative Delegation to give an update on the Bills they were working on that affected the City.

The Legislative Members shared their top priorities which included: TANF Planning Grants; Public Safety Initiatives; Violent Mental Health Bill; Campaign Finance Reform; Unborn Child Dignity Act; County Powers Act; Covid Relief; learning loss resulting from Covid and distance learning; TNReady Testing; sex trafficking; Dr. Linda Gilbert Act; Amazing Grace as a State Song; Gun Safe Tax Exemption and Property Tax Relief Bill.

Mr. Trey Duke, Director of City Schools, described the accomplishments of the City School District which included: 75% of the schools in the district listed as award schools at the last measured assessment; four STEM schools in the district and that Murfreesboro City Schools is one of the largest school districts in the State to be recognized by Vanderbilt for our mental health program. He stated that parents pulled about 266 students from the district this year, mostly from kindergarten, and that the demand for summer school was

up. He stressed to the Legislative Delegation that although enrollment numbers for the district were down currently, which will result in less BEP funding, his worry is that enrollment numbers will be elevated next year with less BEP funding to support the district.

Mr. Darren Gore, Assistant City Manager, provided an update regarding the odor issue affecting the City stating that Middle Point Landfill is the cause of the odor due to solid waste not being covered quickly enough as a result of the sheer volume the landfill receives daily. He stated that the landfill expanding could be a real concern for the City regarding the odor issue and described the City's attempts to dry biosolids to reduce the amount taken to the landfill.

Mayor McFarland discussed the MED proceeds study committee that was created and stated that hopefully a City Charter amendment that restricts the way the MED proceeds can be spent will be presented at the next legislative session.

Council Member LaLance addressed his concerns regarding Federal Funds for State and Local Aid being based on unemployment numbers and, that since the City has kept unemployment numbers low, his worry is that the amount of Federal Funds the City receives will be significantly lower than anticipated.

Mr. Russ Farrar, City's Lobbyist, with Ramsey, Farrar, Russell & Smith, L.L.P., introduced the lobbyist team Mr. Ross Smith, Mr. Matt Russell, Mrs. Addison Russell and mentioned the final member of the team former Lt. Governor Ron Ramsey who was not present. Mr. Farrar provided an update on current bills his team were watching that could affect the City and thanked the members of the delegation for their openness to hear from members of his team.

There being no further business, Mayor McFarland adjourned this meeting at 6:02 p.m.

_____

SHANE MCFARLAND - MAYOR

ATTEST:

_____

MELISSA B. WRIGHT - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 03/25/2020

Item Title:	Rezoning property along West Thompson Lane [First Reading]
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Rezone approximately 13.1 acres located along West Thompson Lane, west of Northboro Court.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Black Diamond Development presented a zoning application [2020-418] for approximately 13.1 acres located along West Thompson Lane to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on November 4, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On December 17, 2020 Council held a public hearing and then voted to defer action on first reading after expressing concerns about the plan. The concerns are noted below, along with the applicant's attempt to address those concerns in his latest pattern book.

1) **Density** – The number of townhome units has been reduced by six from 46 to 40, decreasing the overall unit count in the proposed development from 74 to 68. The overall density has decreased from 5.64 dwelling units per acre to 5.21 dwelling units per acre.

2) **Garages for townhome product** – All one-car garages have been eliminated from the plan. All townhomes are now proposed to have two-car garages.

3) **Architectural elevations for single-family detached homes** – Additional architectural elevations have been included in the pattern book for the single-family detached homes.

Council Priorities Served

Expand infrastructure

This applicants for this residential development have indicated that their plans will

incorporate drainage improvements for the adjacent Northboro subdivision.

Attachments:

1. Ordinance 20-OZ-45
2. Maps of the area
3. Planning Commission staff comments from 11/04/2020 meeting
4. Planning Commission minutes from 11/04/2020 meeting
5. King's Landing Villas PRD pattern book
6. Letter from applicant's representative detailing changes to plan
7. Other miscellaneous exhibits

HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

2.24.2021

Margaret Ann Green
City of Murfreesboro Planning Department
111 W. Vine Street
Murfreesboro, TN 37130

Re: Summary of Revisions to the Concept Plan and Rezoning Pattern Book for the Kings Landing PRD

Dear Margaret Ann,

This letter is provided to outline the latest revisions to the Concept Plan and the associated Rezoning Pattern Book for the Kings Landing PRD. The revisions reflect items discussed at the December 17, 2020 City Council public hearing.

The following is a list of the major changes made to the Concept Plan:

1) Revised the overall unit counts for attached homes from 46 to 40, a 6 home reduction. This resulted in the overall reduction in density from 5.64 to 5.21 units per acre. A decrease in density of .43 units per acre.
2) Removed all one car garages on the project. This resulted in the elimination of (21) one car garages in the townhomes portion of the project. Replaced the one car garages with two car garages. This resulted in the addition of 21 garage parking spaces.
3) Provided (3) additional single family home architectural elevations for a total of (5) different architectural looks within the pattern book in order for the ensure a level of architectural interest within the development and meet the stated expectation that the rear elevations of the homes adjacent to the Northboro neighborhood would be primarily brick.
4) Provided additional parking for the overall subdivision bringing the overall parking counts from 420 to 426. The result is the parking designed within this subdivision exceeds the City requirements by 218.
5) Increased the overall open space from 2.11 acres to 3.32 acres by reducing the amount of proposed homes in the development. This reflects an increase of 1.21 acres of green space.

The following pages outline the substantial changes made to each page since our last appearance before the City Council:

Cover Page
- Revised cover by replacing the rendered elevation to reflect the two car garages on the townhomes.
- Updated the sheet index to reflect the new pages representing the additional architectural elevations
- Change submittal date

Page 1 “Development Team & Project Summary”

- Revised the Project Summary to include the new home count, the new homes mixture of three bedroom and two bedroom attached homes, and revised the new density for the development
- Updated the Project Summary table reflecting these changes

Page 6 “Major Thoroughfare Plan/Street Network/ Easements

- Inserted revised site plan

Page 7 “Site Plan”

- Inserted revised site plan.
- Revised the narrative section by changing the unit counts, parking counts, and overall density. See introductory paragraph items 1-6 for exact changes.
- Revised table, “Parking Calculations by Type”
- Expanded the note with an asterisk to better clarify the building materials for the homes and add additional clarification to the homes along the eastern property line.

Page 8 “Architectural Elevations / Attached Homes”

- Inserted new front elevation that replaces the one car garages with two car garages
- Relabeled the new front elevation

Page 9 Changed title to “Architectural Elevations/Option 1”

-Expanded the paragraph regarding building materials being used on the homes throughout the project.

Page 10 Changed title to “Architectural Elevations/Options 2 (All Brick)”

-Removed paragraph referencing building materials.

Page 11 (New Page) “Architectural Elevations/Option 3”

Page 12 (New Page) “Architectural Elevations/Option 4”

Page 13 (New Page) “Architectural Elevations/Option 5”

Page 14 “Conceptual Landscape Plan”

- Inserted revised site plan
-

Page 16

“Amenity Elements / Common Areas/ Mail Kiosk”

- Updated Open Space Calculation table
-

Page 17 “Phasing Plan/Neighborhood Meeting”

- Inserted revised site plan
- Revised the delineation of green space
- Clarified the Phase 1 and Phase 2 areas
-

Page 18 “PRD vs. Bulk Requirements Comparison”

- Updated parking calculations
- Updates home type quantities
- Updated density calculations

Page 19 “Planned Development Criteria”

- Revised FAR, LSR and OSR chart
- Revised 2035 narrative to reflect the new density

If you need any further clarification regarding these changes please me at contact Huddleston-Steele Engineering at 615.893.4084 or email me at Rountree.assoicates@yahoo.com.

Regards,

Clyde Rountree

Clyde Rountree, RLA

HUDDLESTON-STEELE ENG, INC.

Kings Landing Villas

PLANNED RESIDENTIAL DEVELOPMENT

SHEET INDEX

1. DEVELOPMENT TEAM & PROJECT SUMMARY
2. ZONING AND AERIAL MAPS
3. UTILITIES, TOPOGRAPHY & HYDROLOGY
4. EXISTING CONDITIONS
5. EXISTING CONDITIONS
6. MAJOR THOROUGHFARE PLAN/ STREET NETWORK/ EASEMENTS
7. SITE PLAN
8 ARCHITECTURAL ELEVATIONS / ATTACHED HOMES
9. ARCHITECTURAL ELEVATIONS / OPTION 1
10. ARCHITECTURAL ELEVATIONS/ OPTION 2 (ALL BRICK)
11. ARCHITECTURAL ELEVATIONS/ OPTIONS 3
12. ARCHITECTURAL ELEVATIONS / OPTIONS 4
13. ARCHITECTURAL ELEVATION / OPTION 5
14. CONCEPTUAL LANDSCAPE PLAN
15. DETENTION PONDS / SIGNAGE
16. AMENITY ELEMENTS/ COMMON AREA/ MAIL KIOSK
17. PHASING PLAN / NEIGHBORHOOD MEETING
18. PRD VS. BULK REQUIREMENT COMPARISON
19. PLANNED DEVELOPMENT CRITERIA

SUBMITTED MARCH 17, 2021 FOR A MARCH 2021 CITY COUNCIL MEETING

Development Team & Project Summary

Planning and Engineering

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Developer

Black Diamond Development
851 East Jefferson Pike, Murfreesboro, TN. 37130
615.801.2702 randy192413@gmail.com
Randy Friedsam and Kelly Wilson

Owners

Kelly Wilson (5 acres), Burt McCarter (8 Acres)

Architectural Team

J.Taylor Design
310 Uptown Square
Murfreesboro, TN. 37129
615.617.6466
Brian Oliver
Oliver Architecture, P.C
615. 491.3365
brian@oliverarchitecture.com

Project Summary

The northern portion of Murfreesboro continues to be one of the more active areas for development. The proximity to Siegel Elementary, Middle and High Schools make the location highly desirable for growing families. With the development of Tuscany and Generals Landing and now the introduction of the Kings Landing Villas this area is seeing quality new developments with a mixture of single family attached and single family detached homes. This housing mixture broadens the home buying opportunities for a wider market of potential home owners ranging from the first time home buyer to the empty nester. Kings Landing Villas is a residential development on 13.05 acres of land with 68 homes planned. The development will be attached homes with front entry garages and nicely appointed landscaped yards and detached homes with front entry garages and a minimum of 6000 square foot lots. The development will be completed over two phases. Phase 1 includes the construction of 40 single family attached homes and 5 single family detached homes. In addition to the homes will be the construction of a covered pavilion, mail kiosk, dog run and the associated parking. Phase 2 includes the construction of the 23 single family detached dwelling units. Sidewalks will be constructed on both sides of the street throughout the development. The development will have one round-about used for speed abatement and visual interest on the main drive. Kings Landing Villas will have minimum home sizes of 1600 square feet for the single family detached homes and 1000 square feet for the single family attached homes. The overall density of the Phase 1 and Phase 2 developments is 5.21 units per acre. This density is below the current sewer allocations and below the densities of the most recent developments along West Thompson Lane less than a 1/2 mile from the subject property. All common areas including open space, landscaping and stormwater facilities will be maintained by the HOA.

HOME TYPE	SIZE	STORY	QUANTITY	BEDROOMS	PARKING	SPACES REQ/ PROV	ACREAGE	DENSITY (HOME TYPE)
Single-Family Attached	1000 S.F. (Min)	2 Story	40 Dwelling Units	2 and 3 Bedroom	Garage/Driveway	115.5 Req./ 240 Pro.	5.74 ac.	6.96 Unit/Per Acre
Single-Family Detached	1600 S.F. (Min.)	1 or 2 Story	28 Dwelling Units	3 Bedroom	Garage/Driveway	92.4 Req./ 168 Prov.	7.31 ac.	3.83 Unit/Per Acre
68 units in 13.05 acres = overall density of 5.21 per acre								

Zoning and Aerial Maps

Kings Landing Villas

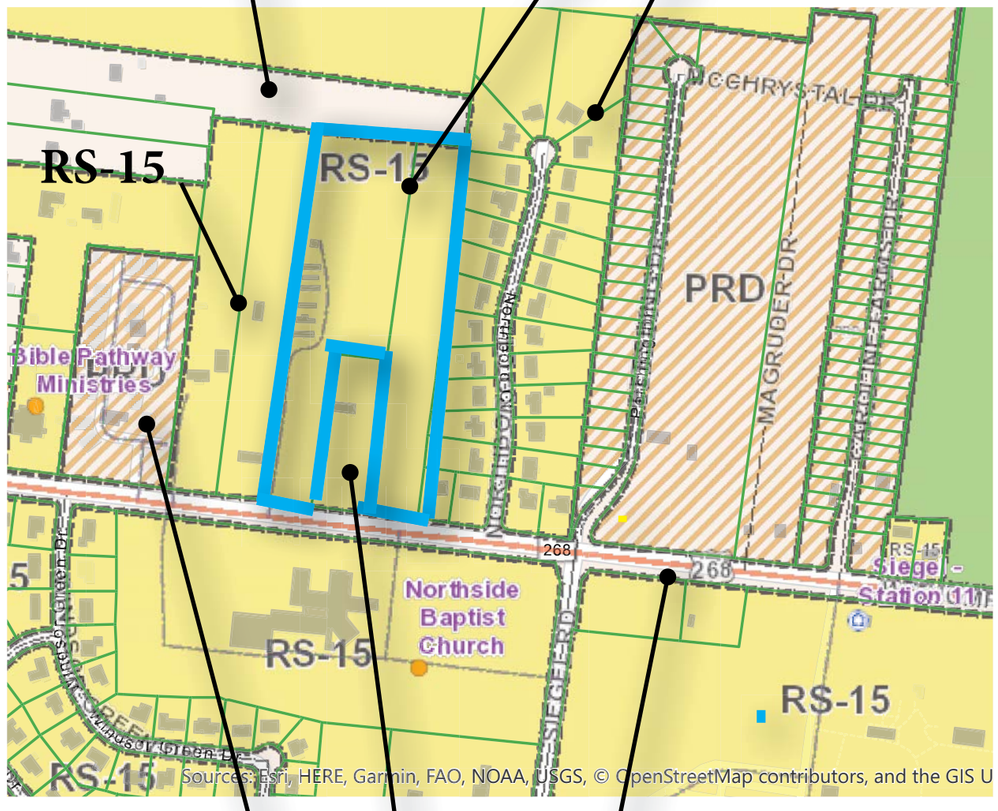
PLANNED RESIDENTIAL DEVELOPMENT

RM (County)

Site (Proposed PRD)

Northboro Neighborhood

Existing trailers to be removed when construction begins



Tuscany

Zoning Map

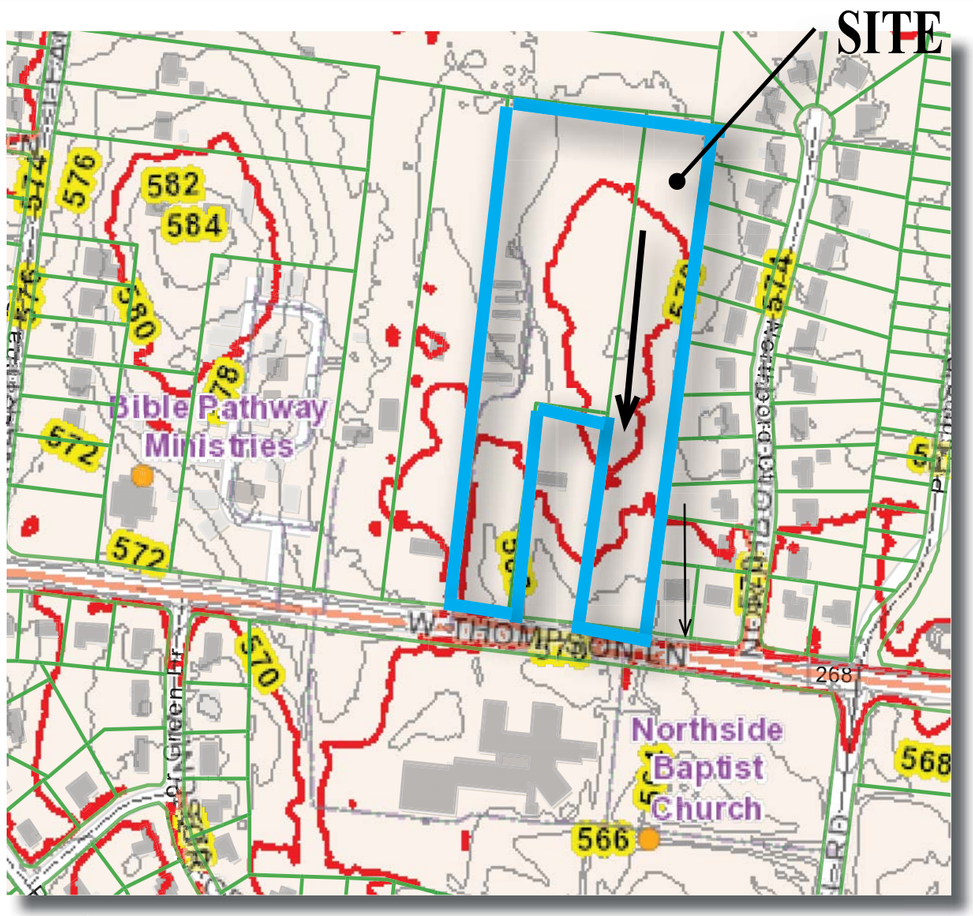
Site

West Thompson Lane

2 ac. property (Existing home to remain)

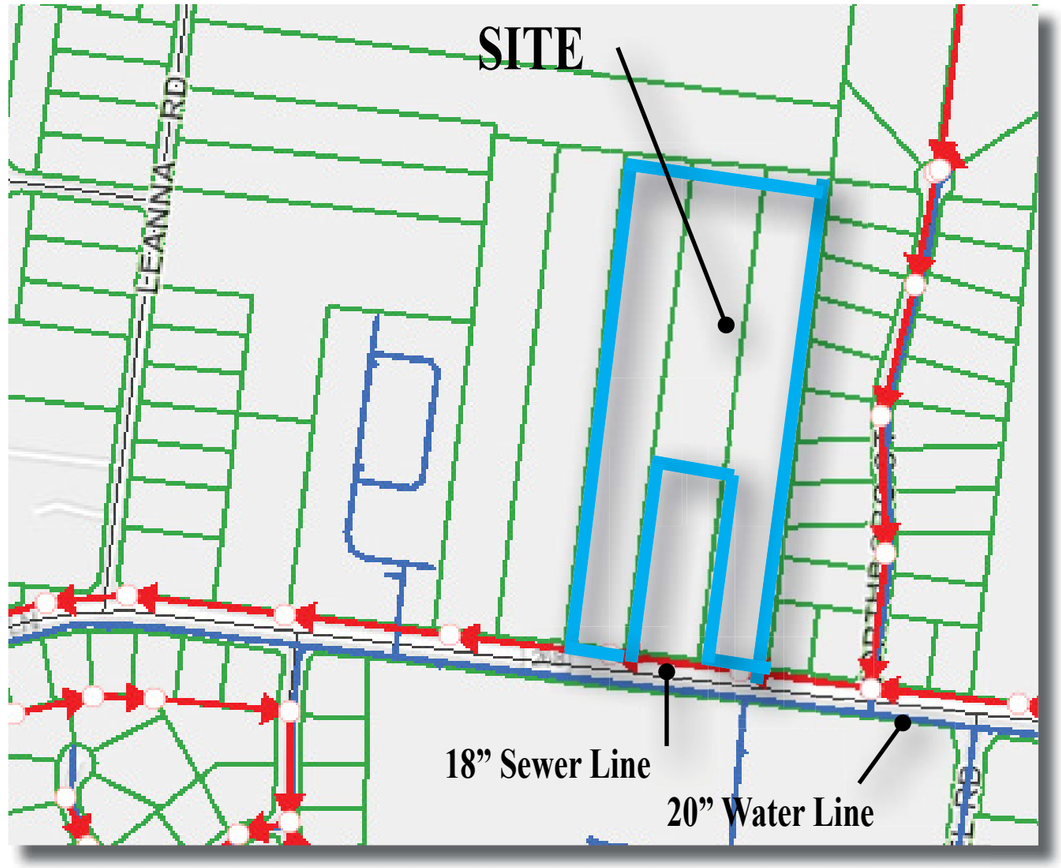
Aerial Location Map

Utilities, Topography & Hydrology



Topography Map

The site drains to the south towards West Thompson Lane. Four feet of grade change exists across the whole site. The proposed residential lots will drain to the street on the front and along three drainage easements in the rear. The site will drain to three detention ponds on the south of the development and will drain under Thompson Lane and eventually into Hooper Bottom. Existing drainage concerns expressed by the adjacent neighborhood will be addressed by the developer during the site plan phase. The developer will be working with the adjacent land owners to address drainage concerns and will assist where possible.



Utilities:

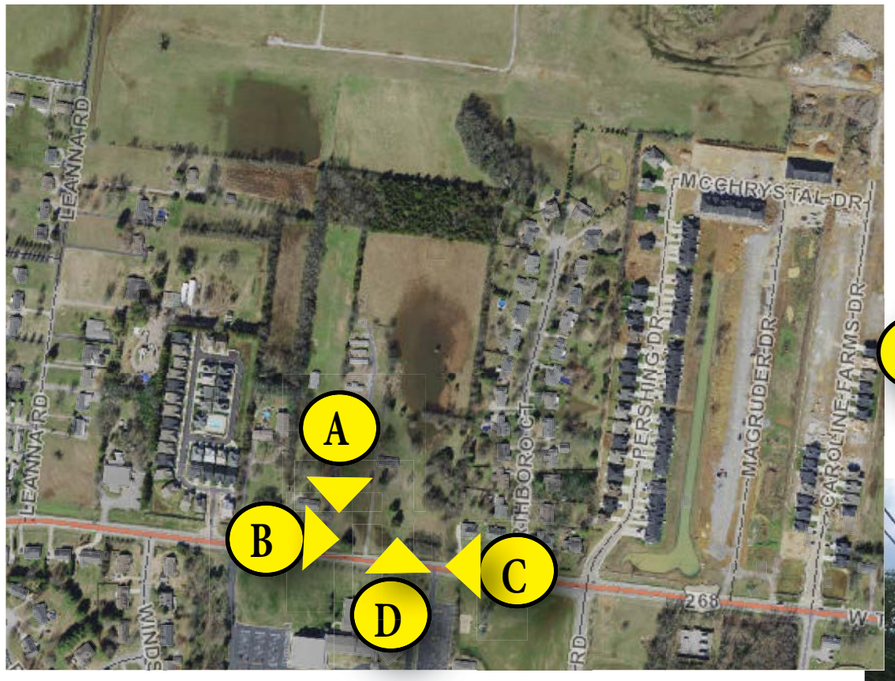
Electricity will be supplied by Middle Tennessee Electric Membership Corporation

Water will be supplied by Murfreesboro Water Resources

Natural gas will be supplied by Atmos Energy

The developer has communicated with Murfreesboro Water Resources to confirm sewer capacity. The density proposed is under the 7 units per acre allocation as stated in the "Sewer Allocation Ordiance."

Existing Conditions



Key Map

North

A View of church across from subject property

B View looking east on West Thompson Lane

C View looking west on West Thompson Lane

D View looking directly onto subject property

Existing Conditions

Key Map

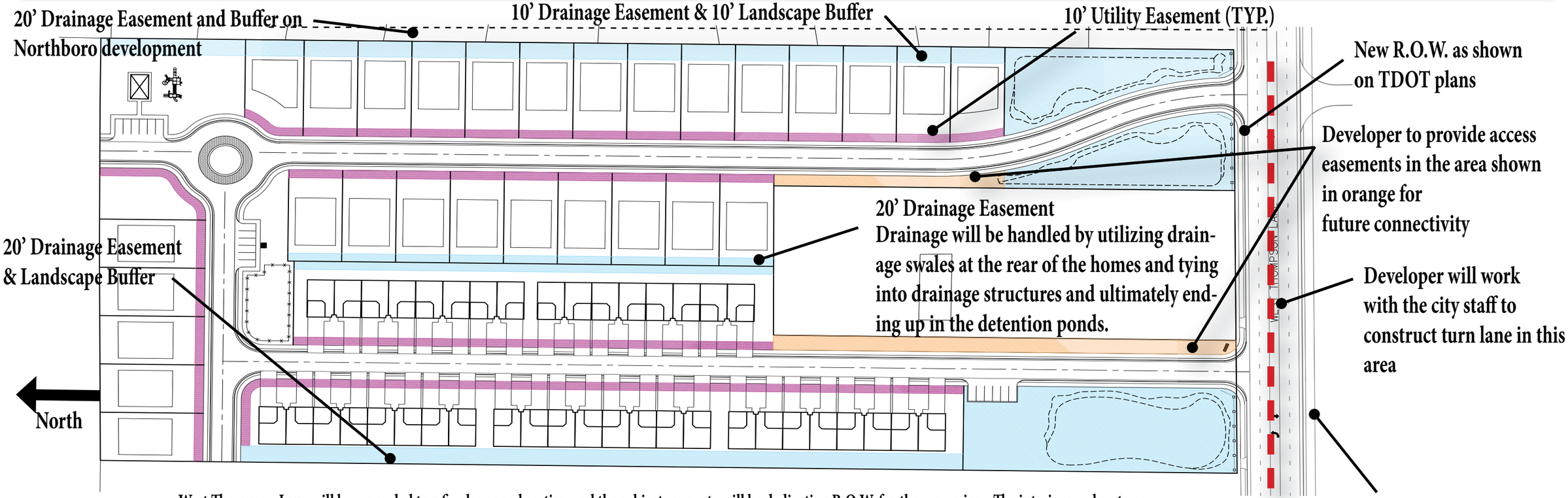
A View looking across subject property

B View of nearby home on Northboro Court

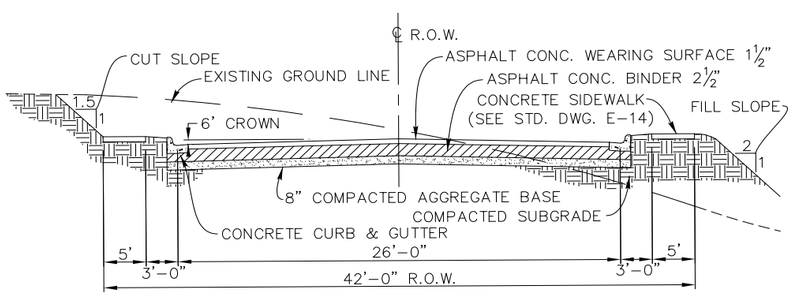
C View of home along West Thompson Lane

D View of subject property from across West Thompson Lane

Major Thoroughfare Plan/Street Network/Easements

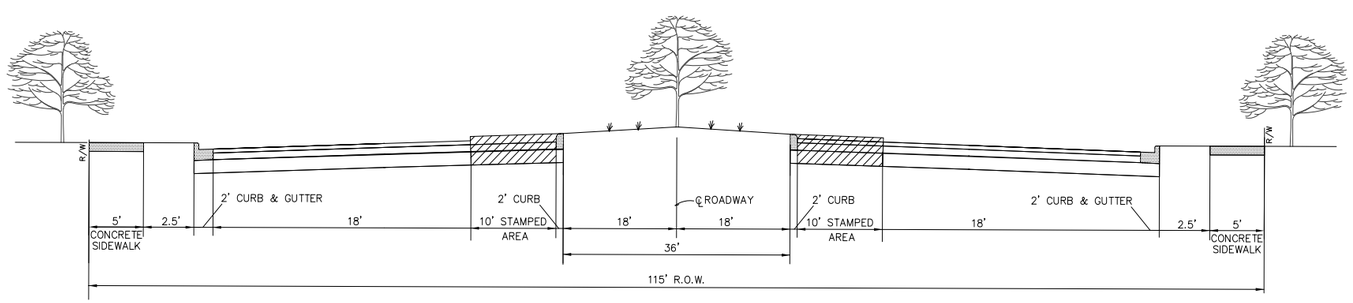


West Thompson Lane will be expanded to a five lane road section and the subject property will be dedicating R.O.W. for the expansion. The interior road systems will be public streets with a 42' R.O.W.. One round-about will be designed into the street network in order to reduce the speed within the neighborhood.



TYPICAL STREET CROSS SECTIONS

N.T.S.



Site Plan

Site Data:
Acreage: 13.05 Acres
Proposed Dwelling units: 68
Density: 68/13.05 AC= 5.21 Dwelling units per acre

28 Detached Single Family Dwellings:
Dwelling Unit Size: (1600 SF Min.)

28 (3 Bedroom) Proposed dwelling units @ 3.3 parking spaces per unit = 92.4 parking spaces required, 112 driveway parking spaces and 56 garage spaces provided.

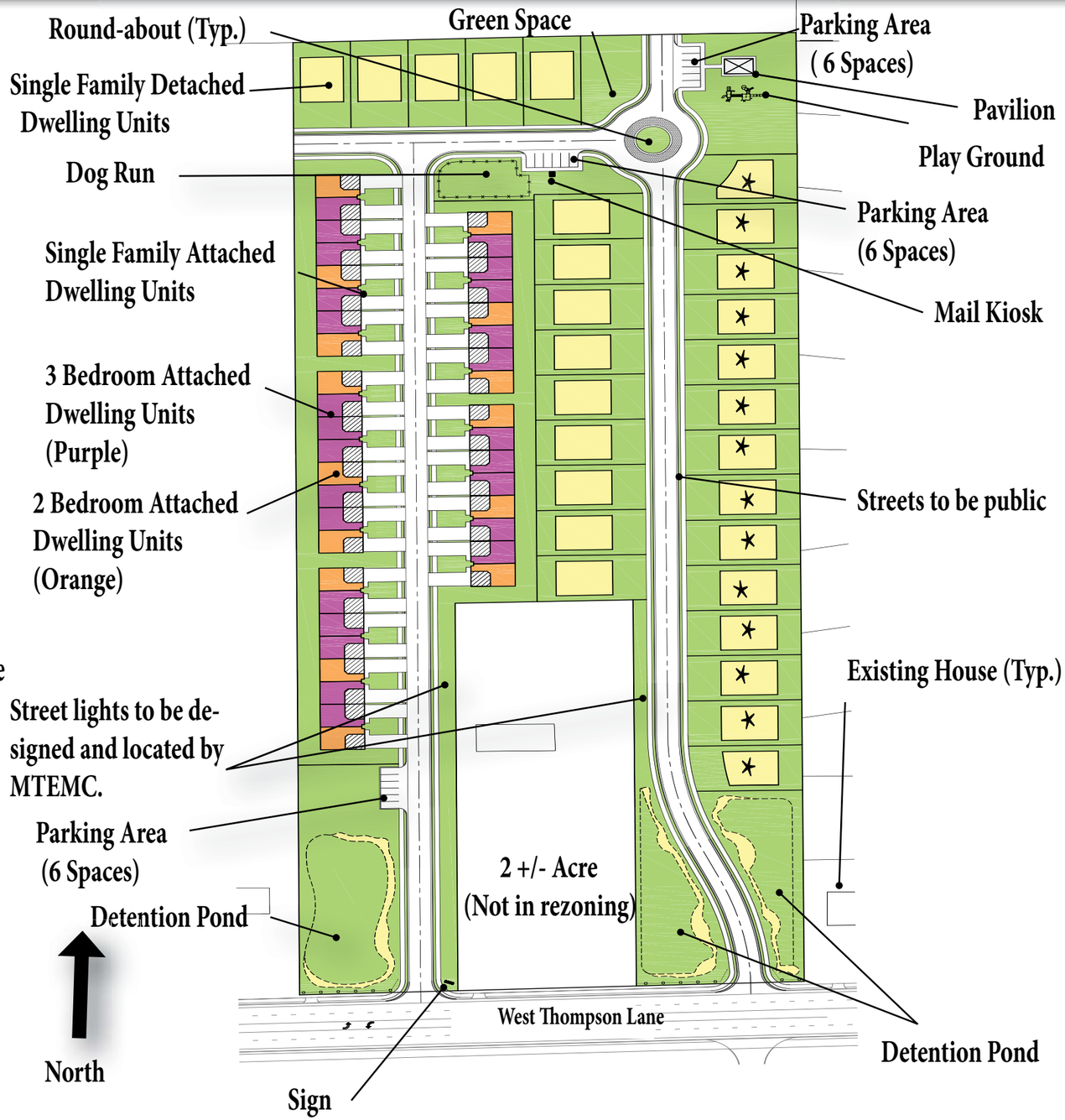
40 Attached Single Family Dwellings:
Dwelling Units Size: (1000 SF Min.)

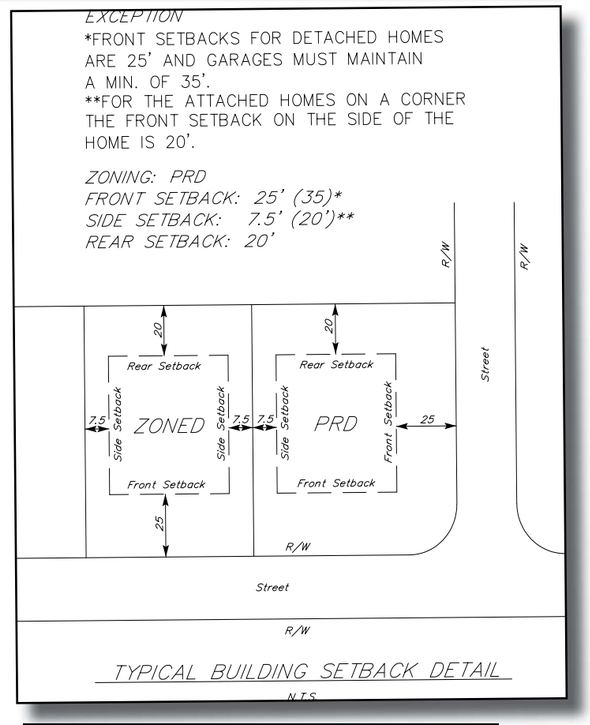
25 (3 Bedroom) Proposed dwelling units @ 3.3 parking spaces per unit = 82.5 parking spaces required, 100 driveway parking spaces and 50 garage spaces provided.

15 (2 Bedroom) Proposed dwelling units @ 2.2 parking spaces per unit = 33 parking spaces required, 60 driveway parking spaces and 30 garage spaces provided.

All unit clusters will be 8 units. The maximum length of building is not to exceed 242'.

Attached Dwelling Units will be under a Horizontal Property Regime Ownership w/City Services and Trash Pick-up
Common areas will be maintained by an HOA

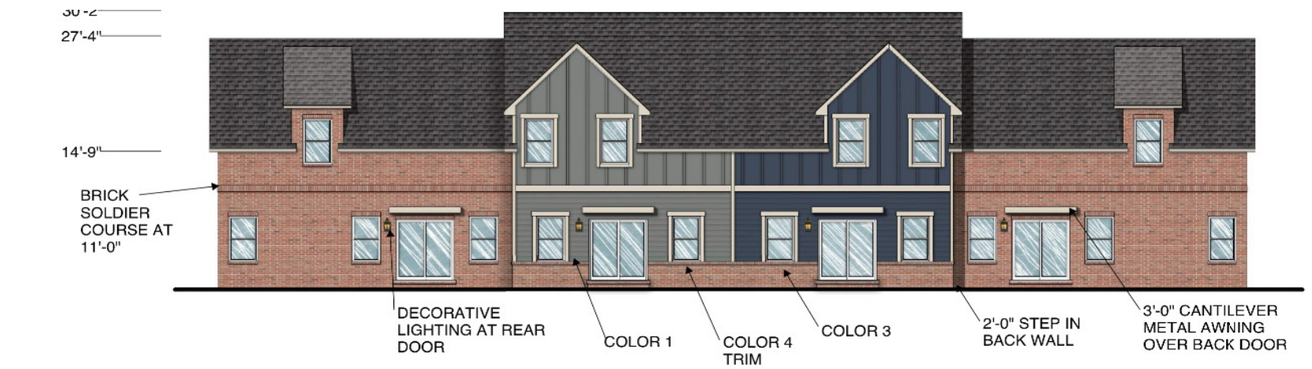


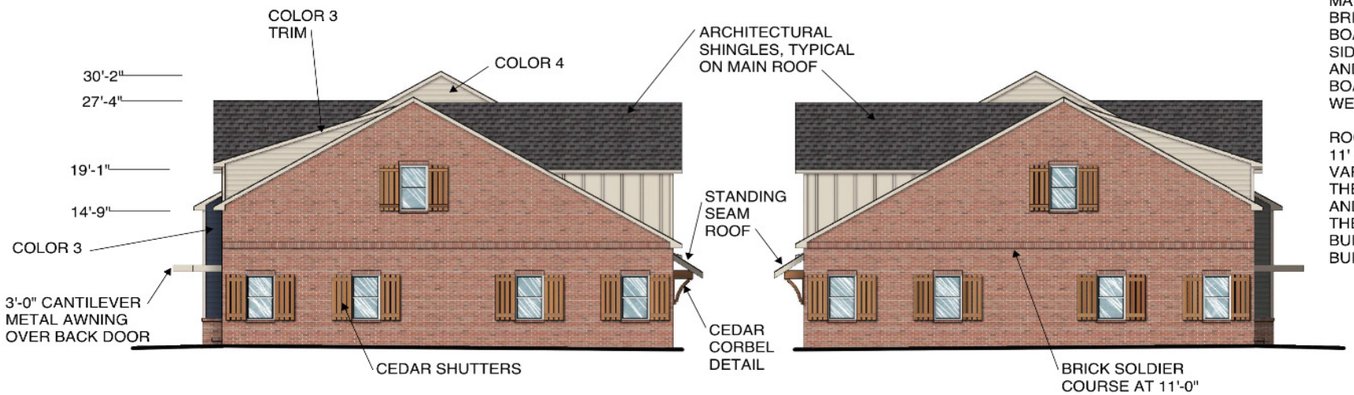


Parking Calculations by Type		
Type	Required	Provided
Total Parking	207.9	426
Driveway Parking		272
Garage Parking		136
Guest Parking		18

* Homes on the lots along the eastern property line of the development tract shall be predominantly brick on the front and side elevations with stone and cementitious siding permitted as secondary and accent materials. In additon, these homes shall have all-brick facades on the rear elevations with the exception of stone accents and stone chimneys.

Architectural Elevations/ Attached Homes



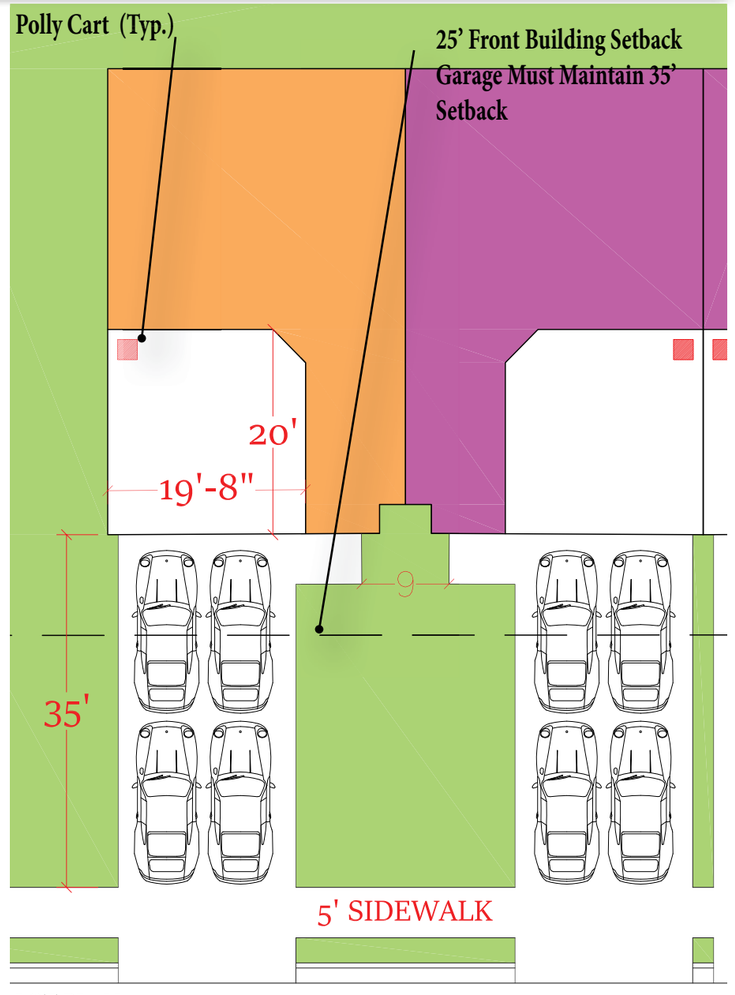


Brick colors will vary

- DARK RED WIRE CUT BRICK BY PALAMETTO BRICK
- LEDGESTONE BY MOUNTAIN STONE
- COLOR 1 ACACIA HAZE SW 9132
- COLOR 2 FADED FLAXFLOWER SW 9146
- COLOR 3 ENDLESS SEA SW 9150
- COLOR 4 CHINA DOLL SW 7517
- COLOR 5 ELEPHANT EAR BY SHERWIN WILLIAMS

THE PROSOSED HOMES HAVE A MIXTURE OF THE FOLLOWING MATERIALS:
BRICK, CULTURED STONE, HARDIE BOARD TYPE CEMENTITIOUS SIDING IN LAP SIDING AND BOARD AND BATTEN DESIGNS. ALL TRIM BOARD TO BE CEMENT BOARD AS WELL.

ROOFS RANGE IN HEIGHTS FROM 11' TO 30' GIVING THE BUILDING A VARIED VISUAL HEIGHT.
THE FLOOR PLAN STEPS BACK AT AND NUMBER OF LOCATIONS ON THE FRONT AND REAR OF THE BUILDING CREATING A VARIED BUILDING PLANE.



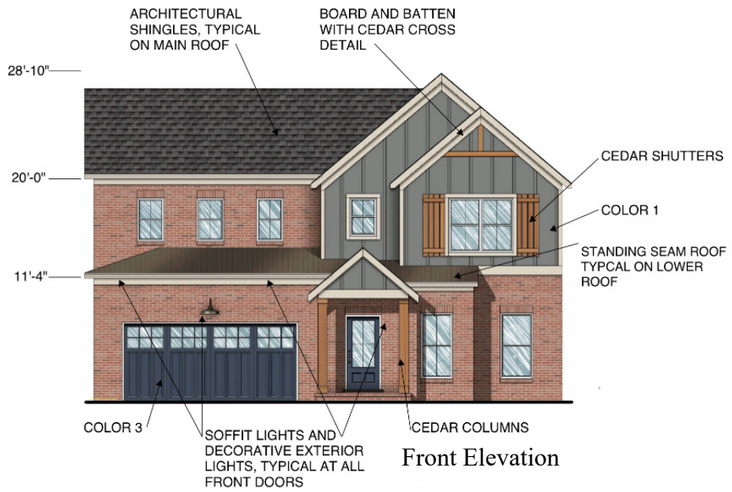
LOT PLAN

COLOR SCHEME (Color schemes will vary on adjacent unit clusters)

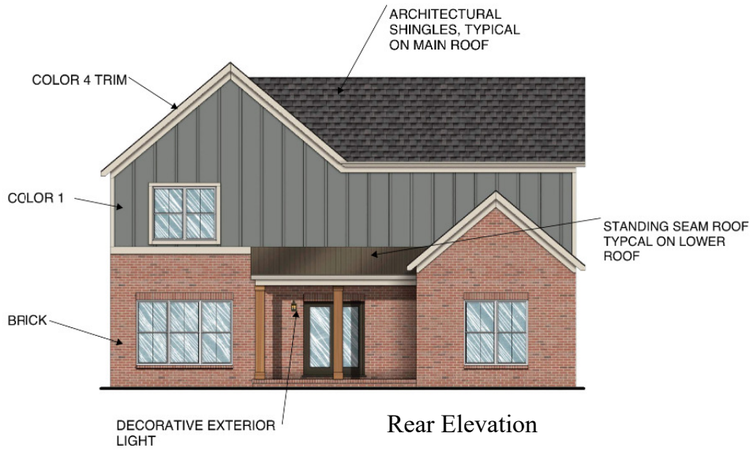
BRIAN D. OLIVER
REGISTERED ARCHITECT
AGRICULTURE
COMMERCE
No. 102371
STATE OF TENNESSEE
9-16-2020

Solid waste containers are to be stored in the garage.

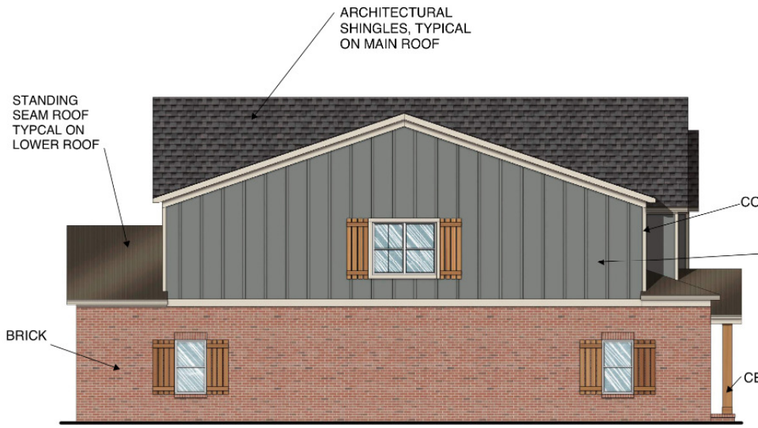
Architectural Elevations/ Option 1



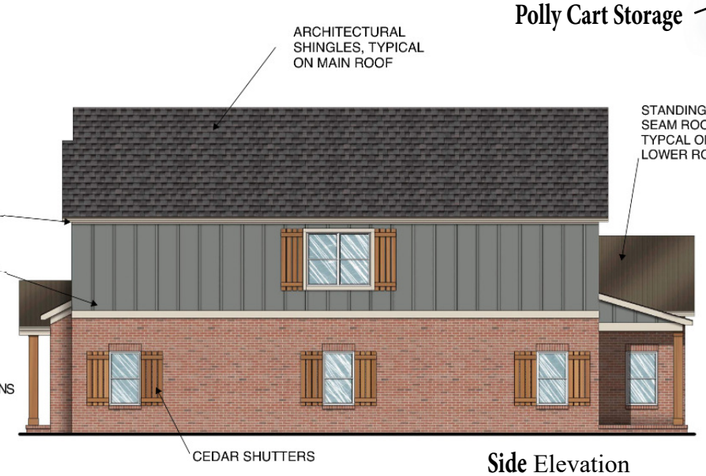
Front Elevation



Rear Elevation



Side Elevation



Side Elevation

DARK RED WIRE CUT BRICK BY PALAMETTO BRICK

COLOR 1 ACACIA HAZE SW 9132

COLOR 3 ENDLESS SEA SW 9150

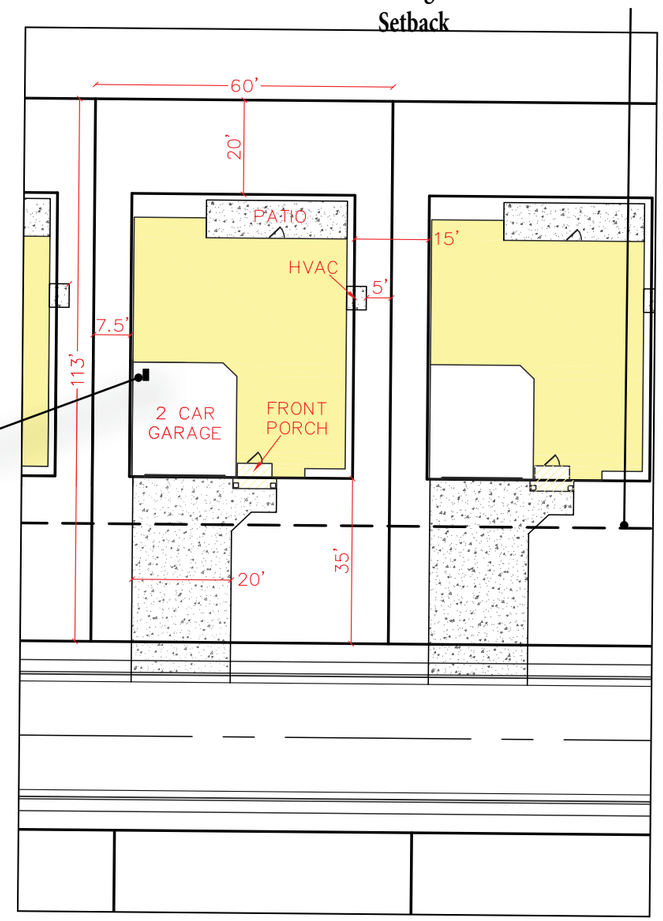
COLOR 4 CHINA DOLL SW 7517

Brick color will vary

THE PROSOSED SINGLE FAMILY HOME IS ONE OF MULTIPLE DESIGNS THAT WILL BE UNTILIZED IN THIS DEVELOPMENT A MIXTURE OF THE FOLLOWING MATERIALS WILL BE USED:
BRICK, CULTURED STONE, HARDIE BOARD TYPE CEMENTITIOUS SIDING IN LAP SIDING AND BOARD AND BATTEN DESIGNS. ALL TRIM BOARD TO BE CEMENT BOARD AS WELL.

ROOFS RANGE IN HEIGHTS FROM 11' TO 28' GIVING THE BUILDING A VARIED VISUAL HEIGHT.
THE FLOOR PLAN STEPS BACK AT AND NUMBER OF LOCATIONS ON THE FRONT AND REAR OF THE BUILDING CREATING A VARIED BUILDING PLANE.

25' Front Building Setback
Garage Must Maintain 35' Setback



Minimum Lot Size: 6000 SF, Minimum Lot Width 60', Minimum Lot Depth 113'

LOT PLAN

Solid waste containers are to be stored in the garage.

The proposed homes are of craftsman style with slightly more contemporary detailing. The primary exterior building material for the single-family detached homes will be brick with the secondary materials to include stone and various types of cemetitious siding. However, the homes along the eastern property line of the development tract shall be predominantly brick on the front and side elevations with stone and cementitious siding permitted as secondary and accent materials. In addition, these homes shall have all-brick facades on the rear elevations with the exception of stone accents and stone chimneys. The water table of the homes will be a complimentary brick defining the base of the homes. The homes will have a stoop style front porch, carriage house garage doors and windows with simple grids. The roof pitches are primary gables with a hip roof over the garage. Shutters will be applied to various windows to add detail.

Architectural Elevations/ Option 2 (All Brick)

Front Elevation

Rear Elevation

Side Elevation

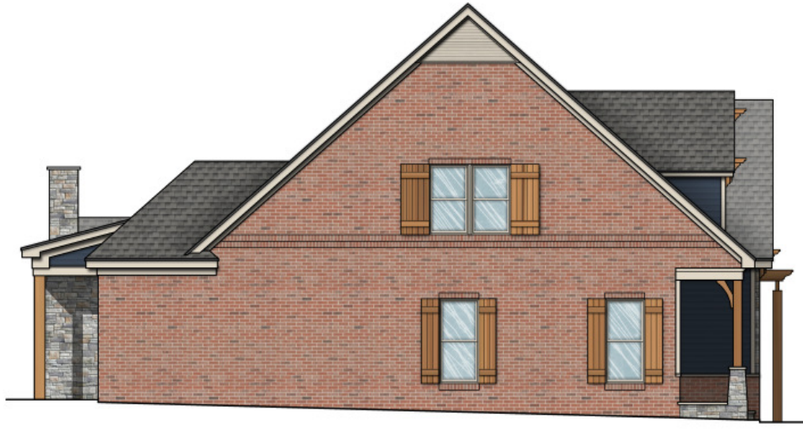
Side Elevation

Architectural Elevations/ Option 3

Front Elevation

Side Elevations

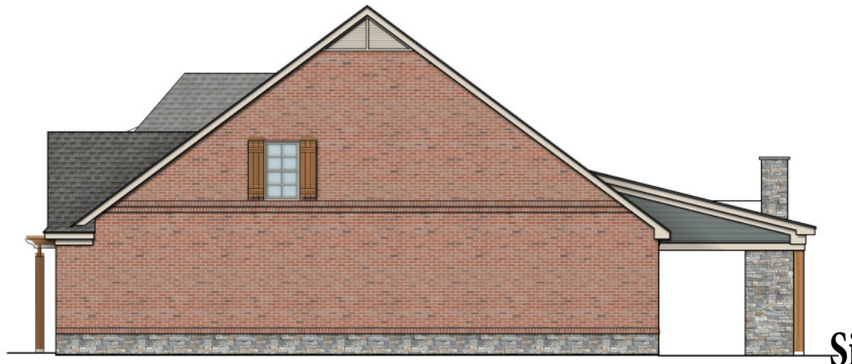
Rear Elevation



Side Elevations

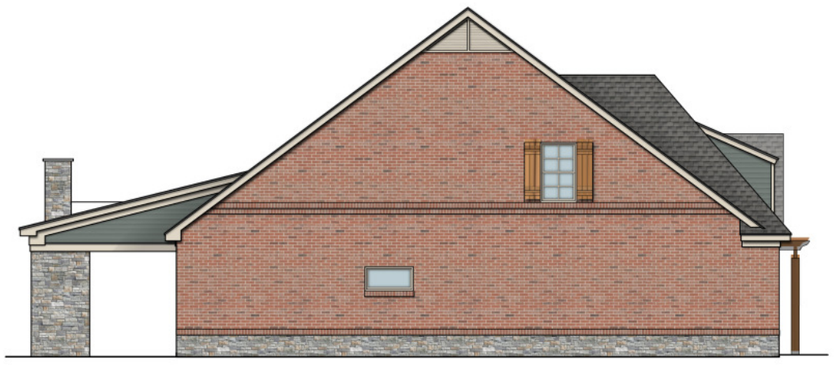
Architectural Elevations/Option 4

Front Elevation



Side Elevations

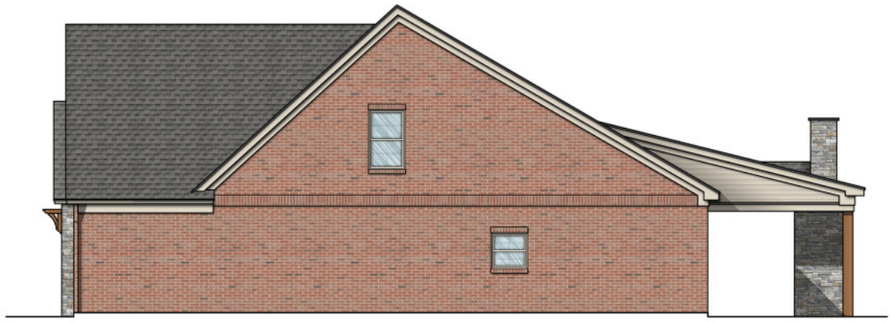
Rear Elevation



Side Elevations

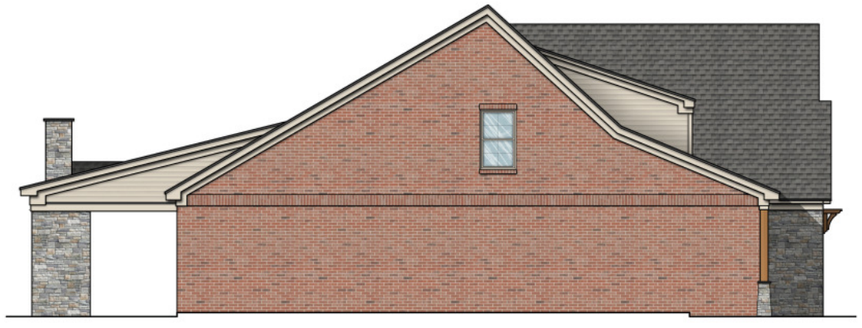
Architectural Elevations/Option 5

Front Elevation



Side Elevations

Rear Elevation



Side Elevations

Conceptual Landscape Plan

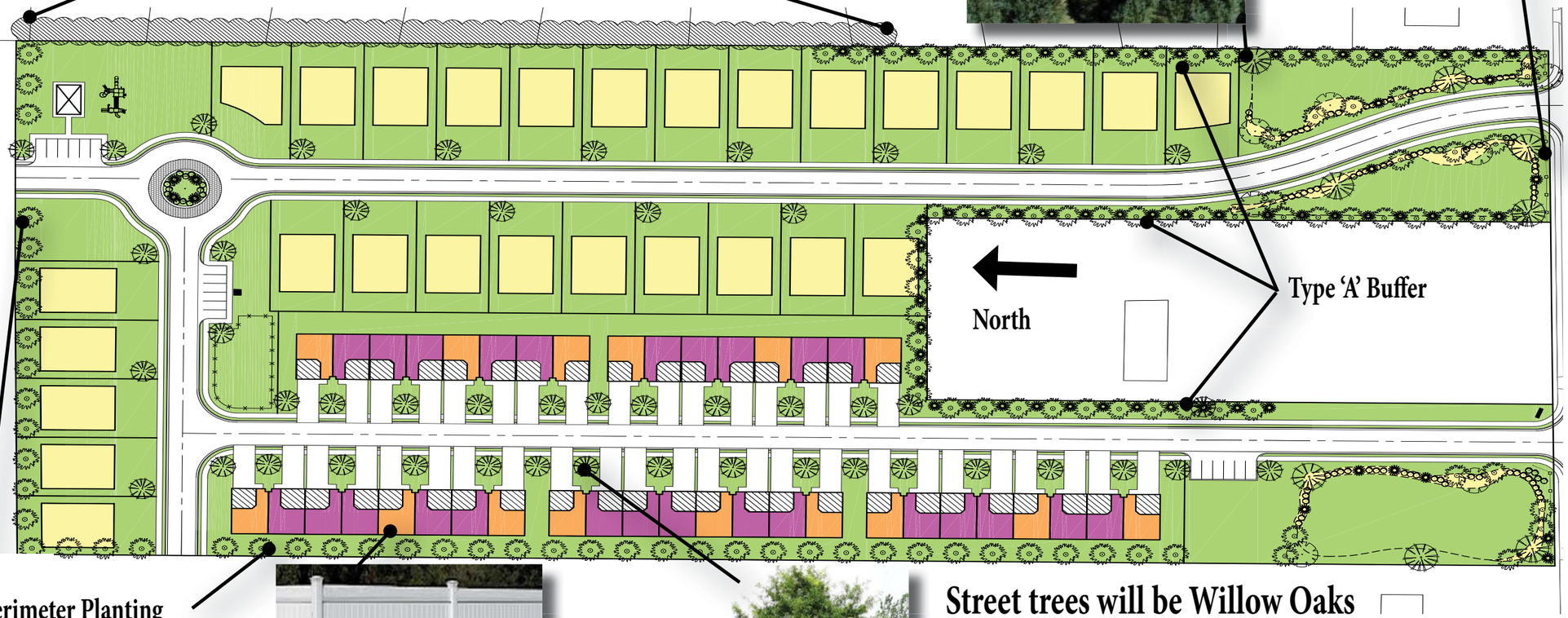
Tulip Poplar

Red Maple

Existing trees to remain along property line in the area shown unless cleared for drainage purposed

Type 'A' Buffer

Enhanced Landscaping along North Thompson Lane

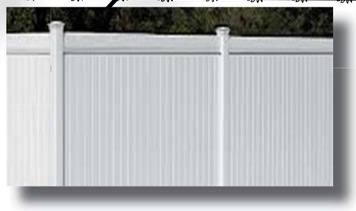


North

Type 'A' Buffer

Perimeter Planting

Perimeter Planting Yard with trees planted at 50' on center. Tulip Poplars and Red Maples (2.5" Cal., 12' Ht., 5' Clear Trunk) will be used.



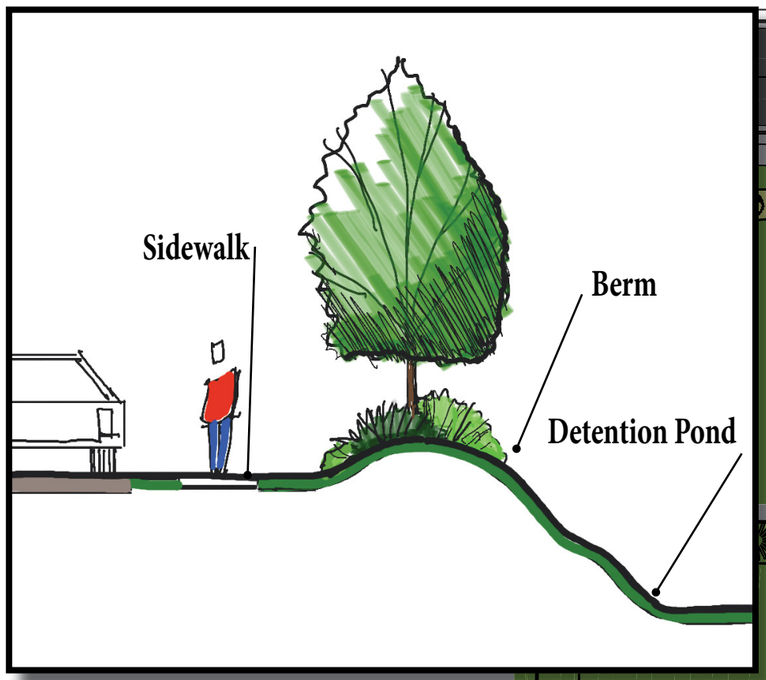
PVC Privacy Fence used in attached home patio screening

Willow Oak

Street trees will be Willow Oaks
(2.5" Cal., 12' Ht., 5' Clear Trunk) Street trees planted outside of the R.O.W. will be maintained by the HOA

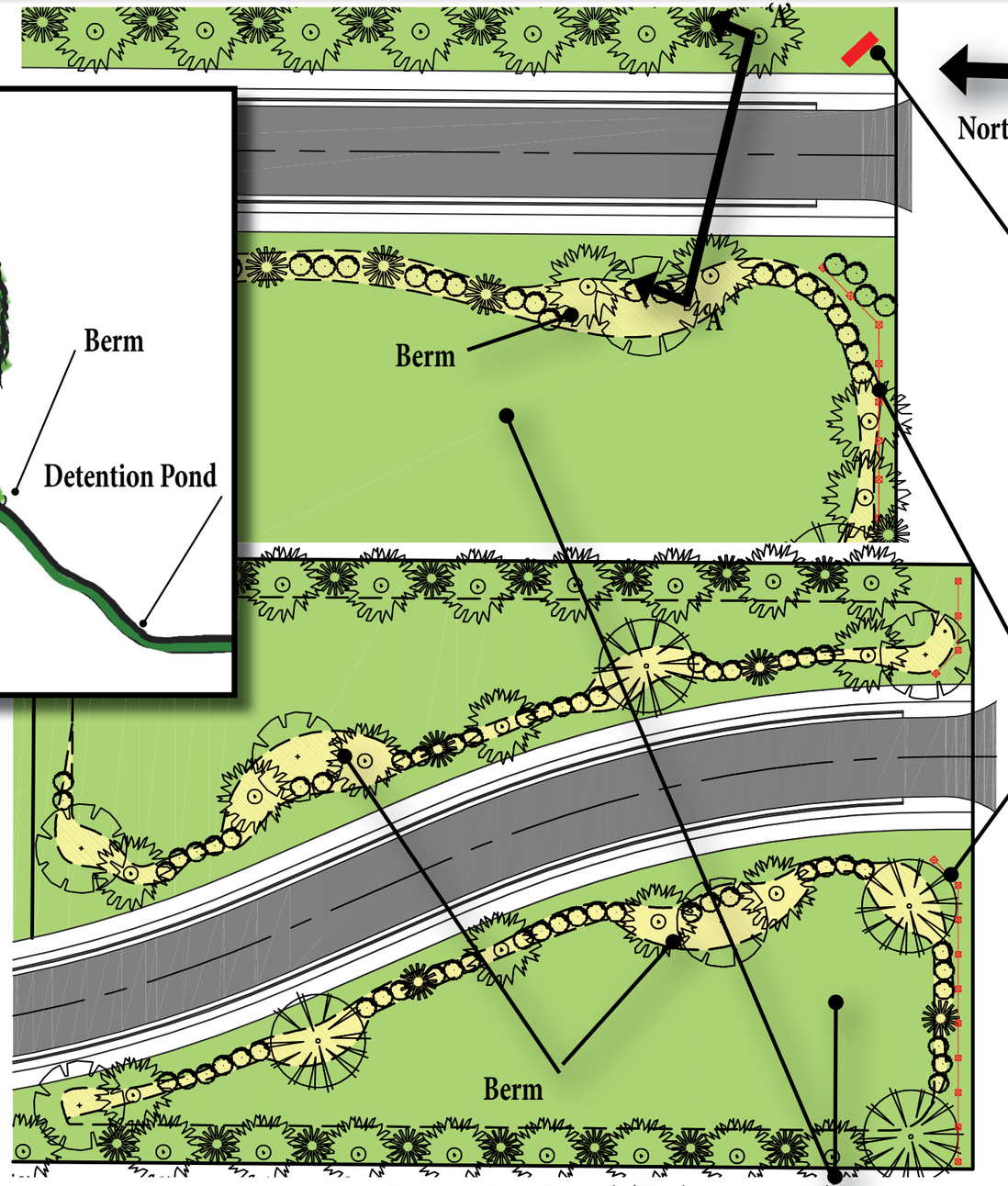
Street trees shall be installed by the developer or builder at the time that 75% of a project's lots are developed and granted certificates of occupancy. If a project is phased then street trees shall be installed at the completion of 75% of phase one. Developer is responsible for establishment of street trees. Location of the street trees shall be coordinated with the location of utility lines and appurtenances to minimize potential conflict. All street tree installation shall be done in accordance with the current City of Murfreesboro Tree Management Ordinance.

Dentention Ponds / Signage



Berm Section 'A' - 'A'

The detention ponds are designed with soft curves to create a more natural look. The ponds will have enhance landscaping and berms to add to their visual qualities.



Detention Pond (Enlargement)

North

Conceptual Signage

Decorative sign wall to be a combination of stone veneer, brick and precast stone sign.

Split Rail Fence

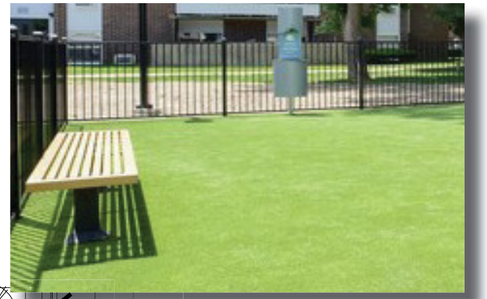
Decorative Landscaping with split rail fence along West Thompson Lane. A double row of shrubs and annual color will be planted.

Amenity Elements / Common Areas/ Mail Kiosk

Open Space Calculations:					
Total Acreage 13.05 x 20 = 2.61 acres of required open space, 3.32 open space provided					
Formal Open Space 13.05 ac x .05 = .65 acres required, .73 acres provided					

Play Ground

Mail Kiosk

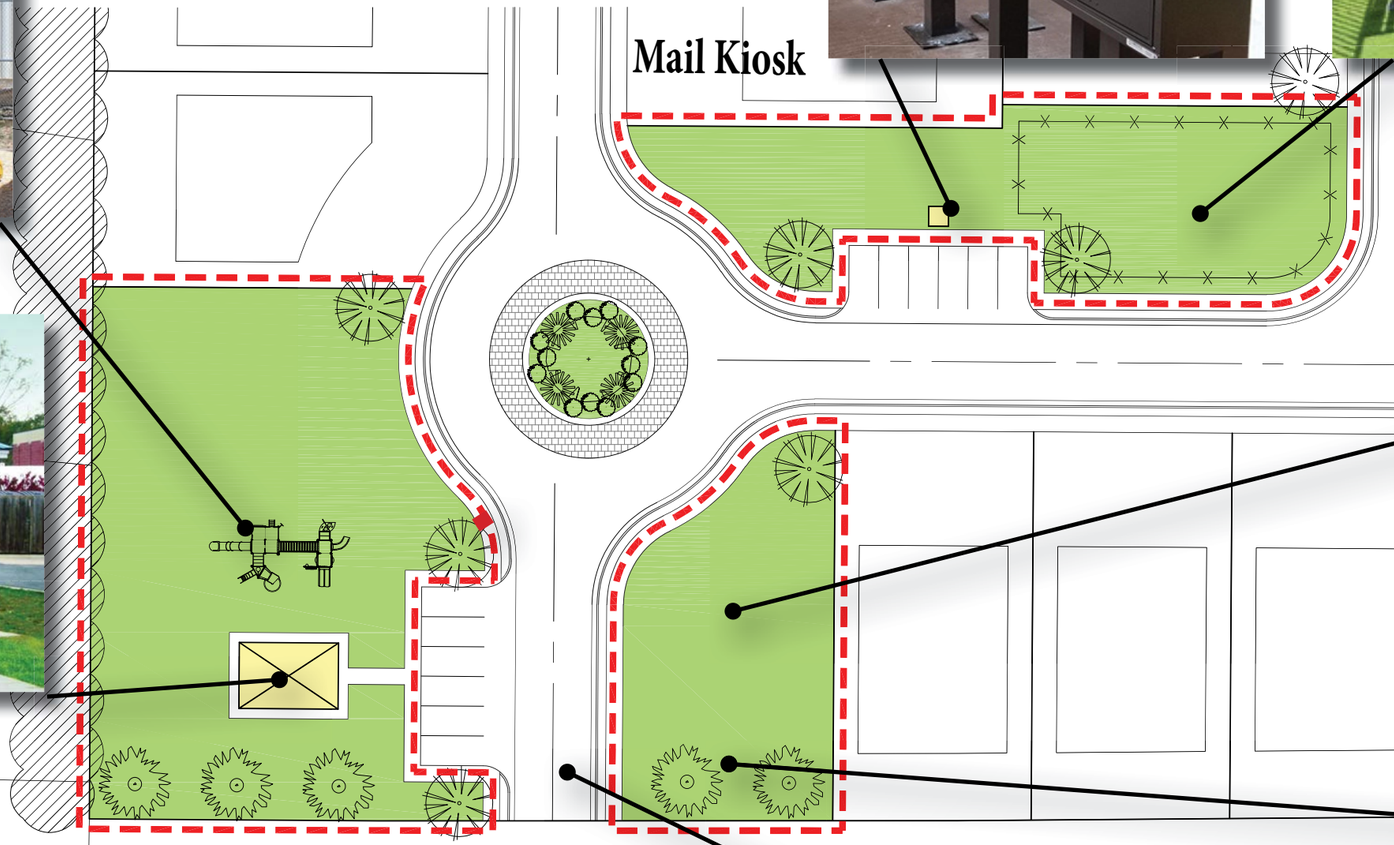


Dog Run Area

Event Lawn

Pavilion

Event Lawn Bench



North

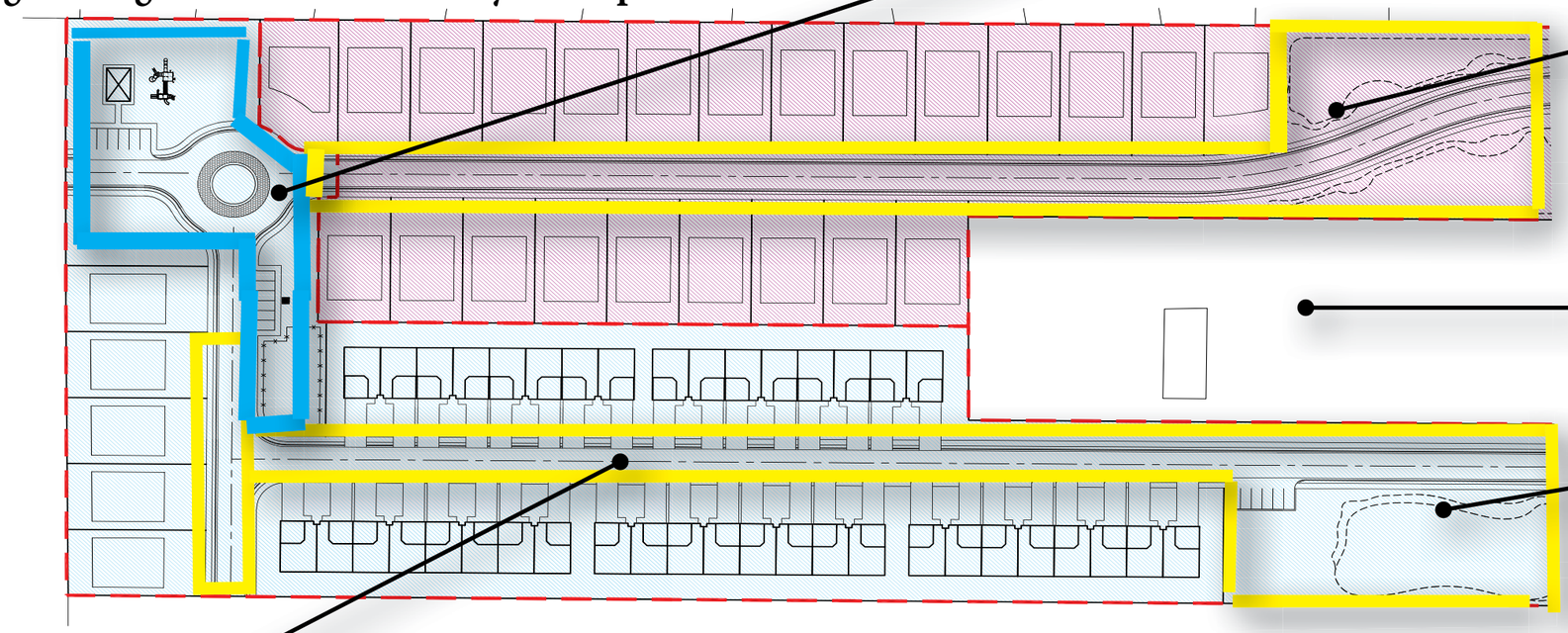
Green Space Area (Outlined by red line)

R.O.W for future connection

Kings Landing has 3.32 acres of total open space of which .73 acres is committed to formal open space. The formal open spaces consists of an event lawn, play ground, pavilion, and benches. Twelve parking spaces are allocated for the open area and will also serve as parking for the mail kiosk and dog run. Six more shared parking spaces have been added to the southern portion of the site.

Phasing Plan / Neighborhood Meeting

On September 29, 2020 a neighborhood meeting was held and was well attended. The primary concern was related to poor drainage conditions in the Northboro neighborhood. The developer and engineering team are committed to addressing on-site drainage issues. There will be a drainage swale along the tree line adjacent to the Northboro neighborhood, depth to be determined by engineering team once field survey is completed.



(Formal open space outlined in blue)

Phase 2 - 5.58 Acres
23 units/5.58 = 4.12 Units/ Acre
(Projected to begin 2023)

2 acre lot not included in the rezoning

Phase 1 - 7.47 Acres
45 Units/7.47 = 6.02 Units/ Acre
(Projected to begin 2021)

(Common open space outlined in yellow)

The project is planned to be completed in two phases. As soon as the zoning and site plan processes are completed, the developer plans to begin work on the project.

North

PRD vs.Bulk Requirement Comparison

RS - 6
Minimum Lot: (Area) 6000 SF
Minimum Yard Requirements:
Front: 35’
Side: 5’
Rear: 20’
Max. Density: 7.2 (D.U./Acre)

Proposed PRD
Lot (Area) 6000 SF
Minimum Yard Requirements:
Front: 35’
Side: 7.5’
Rear: 20’
Max. Density: 68/13.05ac. = 5.21 acres (D.U./Acre)

Parking Requirements:
Required:
28 (3 Bedroom Units)(3.3 Spaces/Unit) = 92.4 Spaces
Provided:
28 (3 Bedroom Units w/2 car garage + 4 Driveway Spaces) = 168

Exceptions Requested:

Fronts of homes can be within the front setback as long as garages maintain a 35’ front setback to allow parking of four cars. Homes will not protrude into front setback more than 10feet..

Front setback will be reduced from 35’ to 20’ where the side of the structure faces the R.O.W.

RS - A2 (Single-family with zero lot line attached/detached)
Minimum Yard Requirements:
Front: 35’
Side: 5’
Rear: 20’
Max. Density: 11.6 (D.U./Acre)

Proposed PRD
Front: 35
Side: 5’
Rear: 20’
Max. Density: 68/13.05 = 5.21 (D.U/Acre)

Parking Requirements:
Required:
Single Family Attached w/garages:
25 (3 Bedrooms) x 3.3 (Spaces/Unit) = 82.5
15 (2 Bedrooms) x 2.2 (Spaces/Unit) = 33
Provided:
Single Family Attached w/garages:
25 (3 Bedroom w/ 2 car garage + 4 Driveway Spaces) = 150
15 (2 Bedroom w/ 2 car garage + 4 Driveway Spaces) = 90

Common parking spaces provided: 18

Planned Development Criteria

Kings Landing Villas

PLANNED COMMERCIAL DEVELOPMENT

General Applicability Per Section 13 - Planned Development Regulations

1. Ownership and division of land: *The site is owned by Kelly Wilson and Burt McCarter. The lot is currently zoned RS-15 and we are requesting the PRD zoning.*
2.Waiver of BZA action: *No action of the BZA shall be required for approval of this planned unit development.*
3.Common open space: *The development will have 3.32 acres of open space and .73 acres of formal open space.*
4.Accessibility to site: *The property is accessible from West Thompson Lane.*
5.Off street parking . *The development is over parked for the residential homes with 18 additional spaces serving the open space areas*
6.Pedestrian circulation: *Sidewalks will be provided on both sides of the new streets.*
7.Privacy and screening: *The development will have a Type 'A' buffer on the eastern property line, and perimeter planting yards on both the northern and western property lines.*
8.Zoning and subdivision modifications proposed: *We are requesting PRD zoning.*
9.Phasing: *The project shall be completed in two phases.*
10.Annexation: *No annexation is required for this site.*
11.Landscaping: *Landscaping will be provided around the perimeter of the development with street planting along the new streets, and decorative landscaping along West Thompson Lane,*
12.Major Thoroughfare Plan: *The PRD is consistent with the Major Thoroughfare Plan and utilizes the five lane expansion of West Thompson Lane.*
13.Applicant contact information: *Contact information is located on sheet 1.*
14.Proposed Signage: *Two new signs are proposed with this development. See sheet 10.*

Section 13 – Project Development Criteria Requirements
1. Identification of existing utilities: *Shown in pattern book sheet 3.*
2/3.Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: *Shown in pattern book sheets 2-5.*
4/5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: *Shown in pattern book page 6-14.*
6. Development schedule: *Phase 1 of the project is currently being projected to start immediately upon permit acquisition. Phase 2 is projected to start in 2023.*
7. Relationship of the planned development to current city polices and plans: *The development is consistent with the new developments in the area*
8. Proposed deviation from zoning and subdivision ordinance: *No deviations are being requested pertaining to the zoning ordiance.'*
9. Site tabulation data for land area, FAR, LSR, and OSR:

		SINGLE FAMILY (28)	SF	MULTI-FAMILY (40)	MF
TOTAL S.F. FLOOR	FAR	50400	0.22	55420	0.22
S.F. GROSS LAND		233534		248294	
S.F. OPEN SPACE	OSR	183134	3.63	92501	1.67
TOTAL S.F. FLOOR AREA		50400		55420	
TOTAL LIVABLE S.F.	LSR	159754	3.17	89772	1.62
TOTAL S.F. FLOOR AREA		50400		55420	

10. The nature and extent of any overlay zones as described in Section 24 and 34: *No overlays affects this development.*

The 2035 plan calls for the subject property to be Suburban Residential which has an emphasis on large properties with visual openness as the primary characteristics and a density of 2.0 to 3.54 units per acre. The recommended density is between .35 and 1 units per acre. This development deviates from the 2035 plan but is consistent with the development patterns that have been occurring in the area over the last five years. The Tuscany and General Landing developments are consistent with the Kings Landing development pattern. This development will be more consistent with the General Residential pattern identified on the 2035 plan. The General Residential designation allows for a density of 3.54 to 8.64 dwelling units per acre. We are proposing a 5.21 density. This development pattern has been generated due to the current market trends in housing types, those being smaller single family detached and attached homes which appeal to both the young family market and the senior adult who is downsizing. The close proximity of the development to the Siegel schools is a key element that is driving the development along West Thompson Lane and diverse home offering allows for more options for a diverse residential make-up.

PRINICIPAL PLANNER: MARGARET ANN GREEN

3.c. Zoning application [2020-418] for approximately 13.1 acres located along the north side of West Thompson Lane to be rezoned from RS-15 to PRD (Kings Landing Villas), Black Diamond Development applicant.

The subject property is located along the north side of West Thompson Lane, just west of Northboro Court (Tax Map 058 Group 087.00 and 088.01). The property consists of 13.1 acres and is zoned RS-15 (Single-family, Residential District). There are currently 4-6 mobile homes located on the property which are used as rental properties. The applicant, Black Diamond Development, is requesting to rezone the subject property to PRD (Planned Residential District) to allow the development of 74 dwelling units, with an overall density of 5.65 dwelling units per acre. The previous version of this plan proposed 71 dwelling units. The current version of the plan includes the removal of one single-family lot and the addition of 4 townhomes, for a net increase of 3 dwelling units. It also removes one roundabout and relocates the second further north.

The subject area completely surrounds a 2.2 acre single-family parcel that is not a part of this application. This parcel is currently developed with an owner-occupied, single-family house.

Adjacent Land Use and Zoning

The majority of the surrounding properties are zoned RS-15. The property to the north is a large, estate lot located in the unincorporated area of Rutherford County and beyond this parcel is agricultural property owned by the City of Murfreesboro and utilized to spray reclaimed water. Tuscany PRD is approximately 345-feet to the west and Generals Landing is approximately 530-feet to the east. Miller Coliseum and Siegel Soccer Complex are further east. Northside Baptist Church is directly to the south of the subject property and Siegel High School is to the southeast.

The applicants have made an application to rezone the property to PRD. The purposes of planned development district regulations are as follows:

1. to promote flexibility in development design and to permit planned diversification in the location of structures; to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities; to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion; to encourage the total planning of land tracts consistent with adopted long-range plans;

2. to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
3. to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;
4. to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
5. to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
6. to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time from home to work;
7. to encourage the revitalization of established commercial centers;
8. to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
9. to encourage design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property; and,
10. to promote the significance of architectural and aesthetic improvements and details in atypical developments.

Kings Landing Villas PRD:

The Kings Landing Villas PRD is a 13.12 acre residential development, consisting of 46 townhomes (single-family attached) and 28 single-family, detached lots. The development proposes public rights-of way, solid waste services to be provided by the City, and the incorporation of street trees within the development. The common areas are to be maintained by a homeowner's association. As is typical of development in Murfreesboro, staff has asked the design team to address improvements to existing infrastructure and has requested conformance with approved *Major Transportation Plan*, TDoT plans, *Subdivision Regulations* and *Street Design Specifications*, and stormwater management. Staff is currently working with the design team regarding site layout, street design, drainage and architecture.

Below is a chart highlighting some elements of the plan.

Use	Min. ft2	Height	Bedrooms	Acres	# units	Density du/ac
single-family, attached	1,000	2-story	2	6.42	46	7.17
single-family, detached	1,600	1 story	3	4.07	28	6.88
Overall PRD	n/a	n/a	n/a	10.49	71	6.77

*The individual acreages were provided by the design team and appear inconsistent with the application which states the development is 13.12 acres.

SINGLE-FAMILY DETACHED HOMES

The single-family detached homes are proposed to be on individual lots of record and back up to the existing, single-family lots along Northboro Court. Each of these homes will have a 2-car minimum garage and each dwelling will maintain a 35-foot front setback allowing 4 cars to park in the driveway. These lots are comparable to the RS-6 zone district. Below are the special standards that apply to RS-6 properties, which appear to be upheld by the plan:

- In the RS-6 district, the facades of principal structures shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade.
- In the RS-6 district, a garage attached to a single-family dwelling shall have a minimum front setback of 35 feet. The remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage in the RS-6 district shall have sufficient width and depth to accommodate four vehicles. A single-family dwelling unit that has no garage shall have a minimum front setback of 35 feet.

SINGLE-FAMILY, ATTACHED TOWNHOMES

The single-family, attached townhomes will be sold under a horizontal property regime (HPR). The 2-bedroom units will have a 1-car garage and the 3-bedroom units will have a 2-car garages. Each dwelling maintains a 35-foot front setback for the garage, however the driveway may only be wide enough to accommodate 3 cars. Parking spaces within garages for multi-family dwellings may be considered as required parking for purposes of this section provided such spaces are used only for parking of automobiles; spaces used or available to be used for the parking or storage of boats, recreation. These units are most closely related to the RS-A Type 2 Suburban Townhomes district. Below are the special standards that apply to RS-A Type 2 properties; the first two appear to be accommodated in the PRD plan. Additional information is needed for the third standard.

- In the RS-A district, the facades of townhouse units shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade.
- In the RS-A district, a row of Type 2 (Suburban Townhouse) townhouses shall consist of a minimum of 3 townhouse units and no more than 8 townhouse units or 240 feet of building length, whichever is less.
- In the RS-A district, Type 2 (Suburban Townhouse) developments shall set aside a minimum of ten percent (10%) of the gross development area as open space. At least fifty percent (50%) of the open space set-aside shall be designated as formal open space and shall be maintained in perpetuity by the developer and/or Homeowners Association (HOA). A formal open space shall consist of a minimum of 5,000 square feet and may include hardscape improvements, street furnishings, recreational facilities, and amenity structures (i.e. gazebos, arbors, band shells, etc.).

Exceptions

The ordinance approving the planned development may provide for such exceptions from the non-overlay district zoning regulations governing use, density, area, bulk, parking, and such Subdivision Regulations as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development. Unless the ordinance approving a planned development contains a clear statement of exceptions to them, the standards and criteria of the district zoning regulations (non-overlay) will apply to all planned developments.

The PRD book does not identify any exceptions for this development. It is not clear yet if the RS-A Type 2 townhomes are meeting the standards for open space and formal open space as previously noted. Staff will clarify the setbacks with the design team to compare them to compatible zone districts. Please see chart below for information.

	Setbacks			Min lot requirements	
	Front (garage)	**Sides**	**Rear**	**Area ft^2**	**Width**
RS-6	35'	5'	20'	6,000	50'
PRD SF lots	35'	7.5'	20'	6,000	50'
RS-A Type 2	35'	5'	20'	2,000	20'
PRD townhomes	35'	7.5'	20'	1,000	?

*For a townhouse development recorded as a horizontal property regime, the minimum lot area and width requirements shall not apply

Future Land Use Map

The Murfreesboro 2035 ***Future Land Use Map*** indicates that Suburban Residential Character (SR) is most appropriate for the subject property.

Chapter 4 of the Murfreesboro 2035 comprehensive plan describes the SR land use character as:

This community character classification is very different from the Urban and Auto-Urban (General) residential character categories. As new development continues around the City's periphery, a lower density Suburban Residential (SR) development will help to transition rural and urban development. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space. As in the case of many neighborhoods in Murfreesboro, particularly those in West Murfreesboro, or those that currently abut vacant land, the adjacent views that contribute to a semi-rural character are temporary, rather than permanent. The natural open space and views of the landscape are "borrowed" from the adjoining land. Consequently, as additional development occurs abutting these existing neighborhoods, the character will change. This is an important consideration as to the design of new subdivisions and whether they use the adjacent land or incorporate permanent open space into the development to sustain its original character. One means of achieving this character is by clustering development, thereby maintaining an equal or higher density while preserving permanent open space

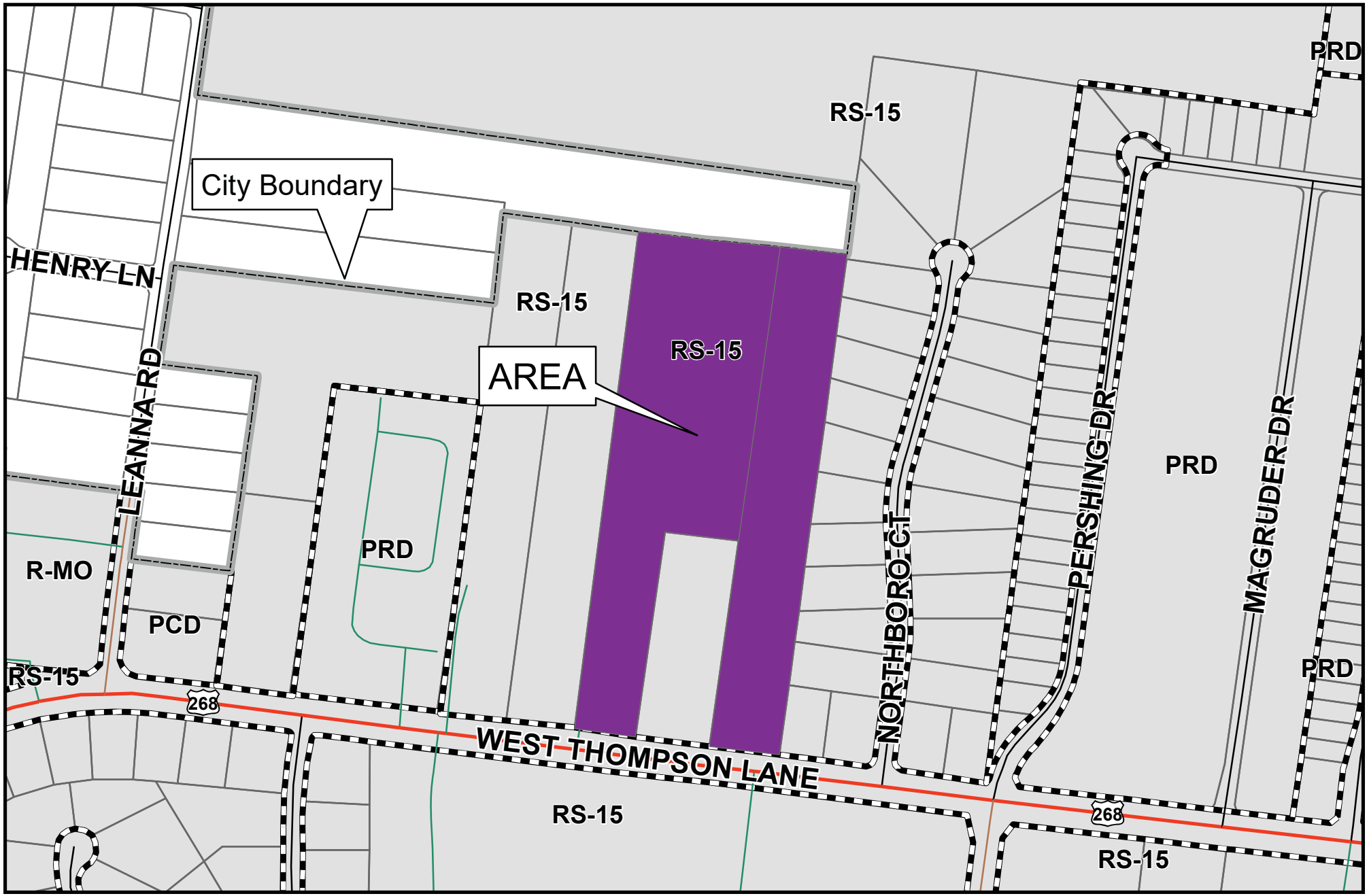
The SR character does allow for smaller lot sizes as shown on the *Kings Landing Villas* PRD plan, provided however, the development options are established which allow for smaller lot sizes in exchange for greater open space, with the additional open space devoted to maintaining the Suburban character and buffering adjacent properties and roads. The *Kings Landing Villas* is inconsistent with the Future Land Use map character descriptions.

The land-use characteristic specified for this property is different than that for Tuscany and Generals Landing, both of which are the Auto-Urban General Residential character (AUR).

Public Hearing

A neighborhood meeting was held on September 29, 2020, at McKnight Park's Pavilion. The Kings Landing Villas program book and other associated materials are included with the agenda materials. Staff will have additional comments regarding the PRD at the public hearing.

The Planning Commission will need to conduct a public hearing on the rezoning, after which it will need to then formulate a recommendation to the City Council.



Rezoning Request for Property Along West Thompson Lane
RS-15 to PRD (Kings Landing Villas PRD)

0 250 500 1,000 1,500 Feet

N W E S

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

Path: X:\FILE_ROOM_FOLDERS\Rezonings\2020\2020-418_Kings_Landing_PRD\Maps\2020-418_Kings_Landing.mxd

City of MURFREESBORO TENNESSEE

Rezoning Request for Property Along West Thompson Lane
RS-15 to PRD (Kings Landing Villas PRD)

0 250 500 1,000 1,500 Feet

N W E S

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

Path: X:\FILE_ROOM_FOLDERS\Rezonings\2020\2020-418_Kings_Landing_PRD\Maps\2020-418_Kings_Landing.mxd

Suburban Residential Character (SR)

SUBURBAN RESIDENTIAL CHARACTER (SR)

This community character classification is very different from the Urban and Auto-Urban (General) residential character categories. As new development continues around the City's periphery, a lower density Suburban Residential (SR) development will help to transition rural and urban development. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space.

As in the case of many neighborhoods in Murfreesboro, particularly those in West Murfreesboro, or those that currently abut vacant land, the adjacent views that contribute to a semi-rural character are temporary, rather than permanent. The natural open space and views of the landscape are "borrowed" from the adjoining land. Consequently, as additional development occurs abutting these existing neighborhoods, the character will change. This is an important consideration as to the design of new subdivisions and whether they use the adjacent land or incorporate permanent open space into the development to sustain its original character. One means of achieving this character is by clustering development, thereby maintaining an equal or higher density while preserving permanent open space.

Development Types:

- Detached residential dwellings.
- Planned developments to provide other housing types (e.g., Auto-Urban attached residential) but with increased open space to preserve a suburban character setting.

Characteristics:

- Similar to Auto-Urban (General) Residential category, there is noticeable accommodation of the automobile on sites. Garages are typically integrated into the front facade of the dwelling with driveways on the side of homes or occupying a portion of the front yard space.
- Development options can be established which allow for smaller lot sizes in exchange for greater open space, with the additional open space devoted to maintaining the Suburban character and buffering adjacent properties and roads.

Density / Height Guidelines:

- 2.0 to 3.54 dwelling units per acre (DU/ac).

City Zoning Districts:

- Single Family Residential Districts:
  - RS-15
  - RS-12
  - RS-10

Neighborhood Conservation Character (NC)

CLASS: NEIGHBORHOOD CONSERVATION (NC)

The Neighborhood Conservation (NC) designation is applied to established neighborhoods that are largely built-out and stable, and where no significant change in development type or pattern is expected or desired. To implement the intent and policies of Chapter 4, *Land Use and Character*, the current zoning designations for these NC areas may warrant repurposing, and their uses and standards may require recalibration, to achieve certain, desired development outcomes. In this way, all existing, stable neighborhoods would transition from their current zoning designation to an "NC" designation, which results in a series of NC subdistricts (i.e., NC-1, NC-2, etc.), each of which is customized for a particular area. Essentially, this would "lock in" standards for each area that reflect and reinforce how the neighborhood originally developed, or has evolved over time, and the existing, prevailing character. This recommended approach to the zoning of existing neighborhoods allows for compatible building additions and site improvements, whereas typical zoning designations may cause such positive actions to require variances or worse, be labeled as "nonconformities."

As a result, desired reinvestment is promoted while ensuring that existing neighborhood character is maintained even with redevelopment or infill activity (although changes in stable neighborhoods generally come from incremental expansion and modification of existing homes over time, and not due to large-scale redevelopment). The Neighborhood Conservation district designation can be further divided into sub-districts to preserve the character of specific neighborhoods.

Development Types:

(Depending on neighborhood-specific standards):

- Detached residential dwellings
- Attached residential and multi-family dwellings
- Public/institutional
- Parks and public spaces

Characteristics:

- Integrity of older, intact neighborhoods protected through customized Neighborhood Conservation zoning with standards that ensure no significant change in the development type or pattern and reinforce existing physical conditions (e.g., lot sizes, building setbacks, etc.).
- Designed to preserve existing housing stock (and avoid excessive nonconformities and variance requests) and parcel sizes, and also to govern periodic infill and/or redevelopment activity within a neighborhood to ensure compatibility.
- Depending on the particular neighborhood, the customized zoning may recognize and embrace small-scale office or retail/service uses that have always been part of the area's fabric. Such uses could also be allowed to expand within certain limits, or a particular Neighborhood Conservation sub-district could provide for new uses of this type to occur on vacant sites at the edge of the neighborhood or other appropriate locations. This can be especially important to neighborhood integrity when older homes are falling into disrepair or are no longer marketable, and conversion to other uses is best for all—but when done compatibly under the Neighborhood Conservation standards.

City Zoning Districts:

- Not Applicable

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	**$700.00**
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	**$950.00**

Procedure for applicant:
The applicant must submit the following information to initiate a rezoning:

1. **A completed rezoning application (below).**
2. **A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)**
3. **A non-refundable application fee (prices listed above).**

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: HUDDLESTON-STEELE ENGINEERING c/o BLACK DIAMOND CONSTRUCTION

Address: 2115 NW BROAD ST. City/State/Zip: MURFREESBORO, TN. 37129

Phone: 615.893.4084 E-mail address: countree.associates@yahoo.com

PROPERTY: _____ **OWNER:** _____

Street Address or property description: 678-688 W. THOMPSON LANE

and/or Tax map #: 058 Group: _____ Parcel (s): 08700, 08801

Existing zoning classification: RS-15

Proposed zoning classification: PRD Acreage: 13.12 ±

Contact name & phone number for publication and notifications to the public (if different from the applicant): CLYDE ROUNTREE OF HUDDLESTON-STEELE ENGINEERING

E-mail: _____

APPLICANT'S SIGNATURE (required): Clyde Rountree

DATE: 9.17.2020

*******For Office Use Only**********

Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

9.17.2020

Mr. Greg McKnight Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: 678-688 West Thompson Lane

Described as Tax Map 058, and parcels 08700 and 08801 consisting of 13.12+/- acres.

Dear Mr. McKnight,

On behalf of our client, Black Diamond Construction, we hereby request to rezone a 13.12 +/-acres located at 678-688 West Thompson Lane to be zoned PRD. The current plan is for the property to be developed with a mixture of single family detached and attached homes.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,

Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 4, 2020

6:00 PM **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair **(virtual)**
Jennifer Garland
Ronnie Martin
Chase Salas
Shawn Wright

STAFF PRESENT
Greg McKnight, Planning Director
Matthew Blomeley, Asst. Planning Dir. **(virtual)**
Marina Rush, Principal Planner
Brenda Davis, Recording Assistant
Teresa Stevens, Sign Administrator
Sam Huddleston, Dev. Services Exec. Director
Angela Jackson, Comm. Services Exec. Director

Chair Kathy Jones called the meeting to order after determining there was a quorum. She explained that, in accordance with the Governor's Executive Order, one member of the Planning Commission (Vice-Chairman Ken Halliburton) and one member of Staff (Assistant Planning Director Matthew Blomeley) would be participating electronically. All votes will be conducted by roll call.

Public Hearings

Zoning application [2020-420] for PS (Planned Signage) Overlay District zoning for Costco Wholesale for approximately 20.2 acres located along Beasie Road and Warrior Drive, Costco Corporation applicant. Ms. Teresa Stevens summarized the staff report which had been provided to the Planning Commission in the agenda packet. The proposed PSO request is to allow larger attached signs for the site than what is currently allowed by the existing Sign Ordinance.

Ms. Stevens began a PowerPoint presentation to explain the applicant's signage package for their warehouse, car wash, tire center, and gas station with canopies. In addition, the applicant has requested for temporary signage to be permitted on their site during construction. The temporary signage would be removed once the construction is completed.

However, they have provided a concept plan with their application that depicts a gas station, convenience store, and fast food restaurants at this location. Ms. Rush stated that the proposed rezoning request for CH is consistent with the recommendations of the comprehensive plan and the future land use map for higher-intensity commercial uses.

Mr. Matt Taylor was in attendance to represent the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

Ms. Jennifer Garland made a motion to approve the request subject to all staff comments, seconded by Mr. Ronnie Martin. Upon roll call, the motion carried by the following vote:

Aye:	**Jennifer Garland**
	Ken Halliburton
	Ronnie Martin
	Chase Salas
	Shawn Wright
	Kathy Jones
Nay:	**None**

Zoning application [2020-418] for approximately 13.1 acres located along the north side of West Thompson Lane to be rezoned from RS-15 to PRD (Kings Landing Villas), Black Diamond Development applicant. Ms. Marina Rush summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet. She made known that during the October 21, 2020 Planning Commission meeting the applicant presented 71 dwelling units. Since that meeting, the applicant, Black Diamond Development, has increased the total number of dwelling units to 74. The plan now includes a density of 5.65 dwelling units per acre.

Continuing, Ms. Rush began to describe the request by stating that the applicant has not identified any exceptions to the Zoning Ordinance for the development. The Murfreesboro 2035 Future Land Use Map indicates that Suburban Residential Character (SR) is the most appropriate land use character for the subject property. However, what is being proposed is more consistent with the Auto-Urban (General) Residential land use character, which allows a higher density. The request is not consistent with the Murfreesboro 2035 Future Land Use Map. With respect to the future land use map, this proposal is situated differently than nearby developments Tuscany and General's Landing, which are already recommended for the Auto-Urban (General) Residential character. The Planning Commission would have to decide if it is appropriate to deviate from the future land use map for this proposal.

A neighborhood meeting was conducted by the developer on September 29, 2020, at McKnight Park. Area residents attended the meeting with concerns regarding drainage and traffic.

Mr. Chase Salas wanted to know how Staff viewed this project with its limited road frontage due to an existing home that would remain between this property. Is this consistent with any other developments that have been presented to the Planning Commission in other areas of the City? Does Staff have any concerns for a development to occur with an existing home between the property? Would the neighborhood have cohesiveness fronting North Thompson Lane? Ms. Rush explained that the proposal does fit for development purposes; however, it would be ideal if that property were also included in this request. If the property with the existing home came forward in the future for development, City Staff would encourage any development to follow the same development pattern as this proposal.

Mr. Clyde Rountree, Mr. Kelly Wilson, Mr. Randy Friedsam, Mr. Enoch Jarrell, and Mr. Brian Oliver were in attendance in the meeting to represent the application. Mr. Clyde Rountree came forward making known he has been working with Ms. Margaret Ann Green to make certain this zoning application satisfies the expectations for the City. Mr. Rountree said that during the neighborhood meeting the residents' main concerns had been drainage. With this proposal the

applicant would be consistent with other developments in the area to attempt to alleviate the concerns with drainage for the adjoining property, the Northboro Court neighborhood. Mr. Rountree began a PowerPoint presentation with the following information:

- The applicant had attempted to purchase the residential home with the two acres from the adjacent property owner, but the owner does not wish to sell.
- A master plan has been provided to address any future development for the two acres, including access.
- A buffer would be included around the two-acre site to provide screening with this proposal.
- The character of the development would be similar to the surrounding area being Auto-Urban (General) Residential.
- The drainage would be directed towards the southern end of the property. The detention areas would be located at the front of the development facing West Thompson Lane. The detention areas have been designed to provide green space from the roadway into the development.
- Only single-family detached homes would be placed directly beside the existing neighborhood, Northboro Court.
- The design of the street network includes a traffic circle as a traffic calming measure for this linear road. This is to prevent speeding or use as a cut-thru street.
- Amenities include a playground, dog park, pavilion, and mail kiosk.
- Guest parking areas have been provided at the north and south side of the development.

- To help with the drainage issues for the Northboro Court neighborhood, they are proposing to remove a portion of an existing buffer/tree line.

- A Type-A buffer would be included for screening beside the adjoining residents. Landscaping would be included along the entryway into the development with street trees. Also, perimeter planting would be placed around the remaining property lines.

Mr. Brian Oliver came forward to begin a PowerPoint presentation to address the architecture with the following information:

- Three different types of single-family homes to choose from.

- Two-bedroom and three-bedroom attached townhomes.

- The townhomes would include different materials such as brick, stone, hardi-board, shutters, and posts.

- They had designed the townhomes as six- and four-unit buildings with different variations of materials and colors in the front and back.

Mr. Enoch Jarrell came forward stating the Northboro Court neighborhood had been constructed back in the 1960s. This neighborhood has flat yards which allows stormwater to stand on their properties. Also, in their neighborhood is an old farm fence and tree rows. The applicant has agreed to survey the rear yards of the adjacent lots in order to place drainage swales. Also, there is an area with an existing tree line that has mostly hackberry trees that need to be removed. The drainage swale would run with this proposal to alleviate some of Northboro Court stormwater drainage issues. Also, they would be addressing off-site drainage occurring towards the north. With that being said, there are a couple of houses at the rear of a cul-de-sac in Northboro Court. Both of these two properties' yards do not naturally drain; therefore, this development would not help the two properties located at the rear of the cul-de-sac. However, it would help the properties that adjoins the subject property.

In addition, Mr. Jarrell stated that West Thompson Lane has been scheduled to be widened to a five-lane cross-section by the State of Tennessee. If this does not occur soon, the developer would be adding a three-lane cross-section with a turn lane for access into the development.

Chair Kathy Jones opened the public hearing.

Ms. Linda Dansby - 3422 Northboro Court – she requested for all the new residential homes that would be adjoining the back of the homes along Northboro Court to be all brick. This would be consistent with their neighborhood and General's Landing. In addition, she complimented Mr. Rountree, Mr. Jarrell, and the design team for their ongoing efforts to address drainage for those in Northboro Court. Northboro Court has never had a stormwater drainage system. Their neighborhood is an older subdivision and they have failed to address drainage. She is thankful for the City's assistance in trying to alleviate the drainage issues with this development. She is in favor of this development as proposed.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

Mr. Ronnie Martin wanted to know if the roundabout was placed for the mail kiosk. Mr. Matthew Blomeley made known the roudabout is for traffic calming. In the future if the property towards the north ever develops this roundabout would discourage this street from being a cut-thru street and would slow down traffic. The stub street would be extended if there is ever a future development to the north. Staff is preparing for the possibility for the City property known as the "Jordan Farm" that is used for the spraying of re-purified water to be developed in the future.

Mr. Ronnie Martin wanted to know if the Caroline Farms development would have a street connection to the north. Mr. Sam Huddleston came forward stating that in Caroline Farms, Quarter Horse Drive is the north/south road proposed to connect to Cherry Lane. The City had purchased property adjacent to the Siegel Soccer Park in anticipation of it being needed for the Cherry Lane project. There would be opportunities for a cross connection to Quarter Horse Drive in the future from the property north of the Kings Landing tract.

Lastly, Mr. Huddleston addressed Mr. Salas' questions regarding the two access points for Kings Landing Villas. There are two lots that total thirteen acres and four hundred feet of frontage. Their design includes 325 feet of separation between two public streets. If the two-acre lot ever develops independently it would have access to either of the two proposed public streets. It would not have a separate drive onto West Thompson Lane. Staff believes it is appropriate for the King's Landing development to have two accesses onto West Thompson Lane.

Mr. Ronnie Martin made a motion to approve the request subject to all staff comments, seconded by Mr. Shawn Wright. Upon roll call, the motion carried by the following vote:

Aye:	**Jennifer Garland**
	Ken Halliburton
	Ronnie Martin
	Chase Salas
	Shawn Wright
	Kathy Jones
Nay:	**None**

Staff Reports and Other Business

Ms. Angela Jackson, Executive Director of Community Services, came forward to explain that during 2017 the Mark Pirtle Blueway Park had been donated to become part of the City's park system. This property consists of 13 acres at the West Fork of Stones River at Farmers Lake. Since then, Staff has been looking for ways to increase connectivity for public access. One, possibility is to create a trail at the east side of the river to connect to the existing greenway. This corridor is approximately 3,640 linear feet. The present owner of the land to be obtained for Costco has agreed to grant the City a Conservation Easement for the Greenway Trail across 1.5 acres along the river.

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ORDINANCE 20-OZ-45 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 13.1 acres along the north side of West Thompson Lane from Residential Single-Family Fifteen (RS-15) District to Planned Residential Development (PRD) District (Kings Landing Villas PRD); Black Diamond Development, applicant [2020-418].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
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_____
Adam F. Tucker
City Attorney

SEAL

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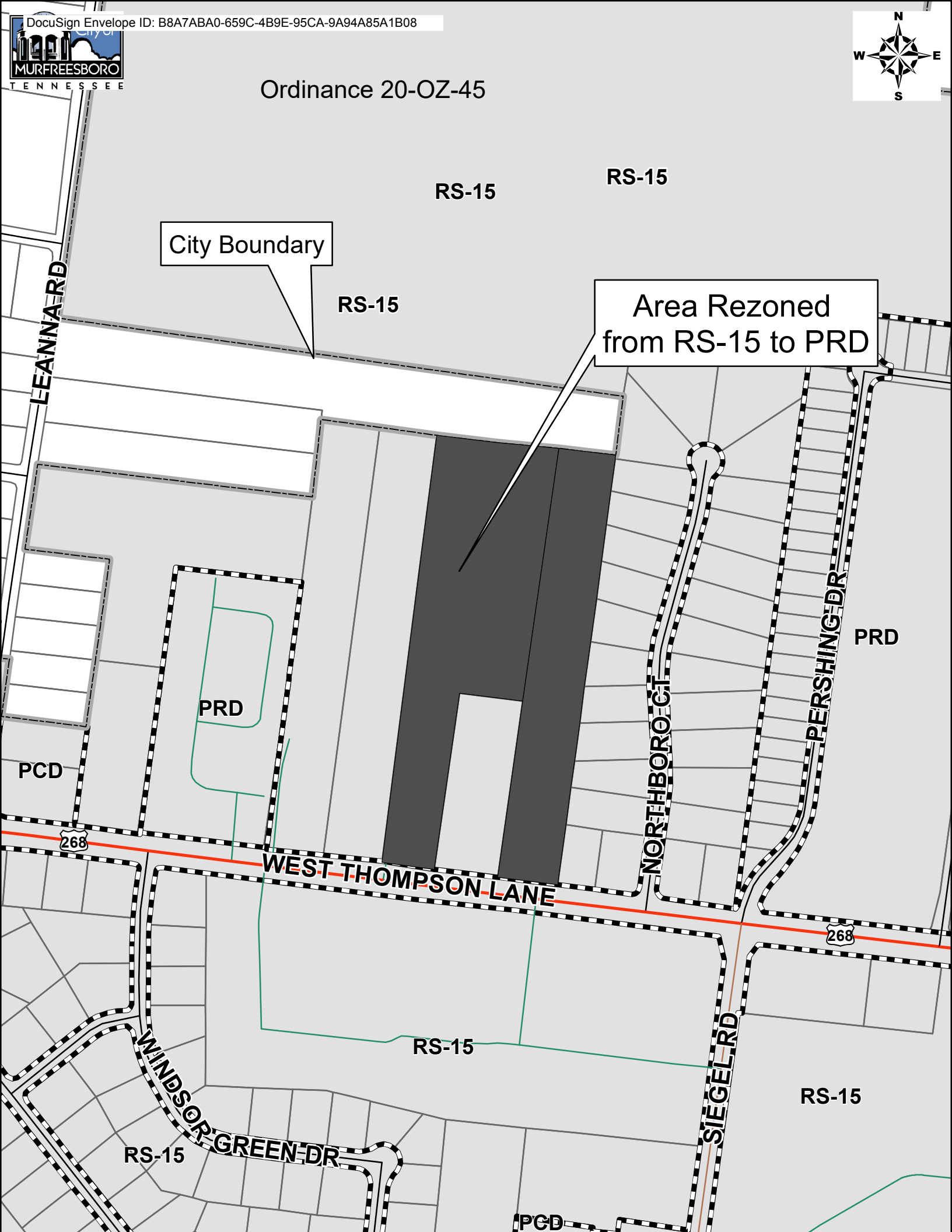
MURFREESBORO
TENNESSEE

Ordinance 20-OZ-45



COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: FY21 Budget Amendment Ordinance

Department: Budget

Presented by: Erin Tucker

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Amendment to the City's FY21 Budget.

Staff Recommendation

Approve Appropriations Ordinance 21-O-04.

Background Information

GENERAL FUND

Wholesale Beer Tax Revenues are projected to come in over budget by $38,000.

Street

Street Department depleted their salt reserves during the February snow and ice storm. $150,000 is needed to replenish this stock. There is a possibility that this will be reimbursed by FEMA if a Federal disaster is declared for Rutherford County.

Street Lighting is projected to go over budget by $100,000 due to additional lighting expenses incurred.

Economic Development

Hotel/Motel Taxes are projected to come in over budget by $520,000. The transfer to the Rutherford County Chamber of Commerce portion of this tax is anticipated to go over budget by $78,000.

Parks & Recreation

The chilling tower and HVAC unit at Patterson Park Community Center is failing and needs to be replaced at an estimated cost of $230,000.

Department Transfers

The Drug Fines revenues are expected to increase by up to $50,000 this year. The General Fund transfers these fines to the Drug Fund. This budgeted transfer needs to be increased in both General Fund and Drug Fund.

Community Development

As in prior years, the Community Development budget is being adjusted to align with the actual grant award for the current year, which was not available until after budget adoption, as well as, the final amounts of carryover from the previous years' grants. Revenues and expenditures are increasing by $357,139.41

DRUG FUND

The additional City Court Revenues of $50,000 and corresponding Transfer in From General Fund of $50,000 will be used for additional undercover operations and related Drug Fund expenses.

DEBT SERVICE FUND

The City refinanced the 2012 TMBF Loan in October. This budget amendment is needed to record the principal, interest and issuance costs related to this debt refinance. The debt and premium proceeds received cover the cost of paying off the old debt.

CAPITAL IMPROVEMENT FUND

The City received $9.67 million in County Shared Bond proceeds from Rutherford County Schools in October. These funds and related capital expenses were not budgeted. This budget amendment will cover capital needs for Schools for the remainder of FY21.

Council Priorities Served

Responsible budgeting

The budget amendments reflect the increased revenues and related expenses for the specified funds.

Fiscal Impact

The amendment to the FY21 Budget will have no effect to fund balance for General Fund, Debt Service and Drug Funds. The Capital Improvement Fund revenue amendment totals $9.67 million and expenditure adjustments total $1.14 million, resulting in an increase to fund balance of $8.5 million to be used for school capital needs.

Attachments

FY21 Budget Ordinance 21-O-04 and Exhibit A

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ORDINANCE 21-O-04 amending the 2020-2021 Budget (5th Amendment).

WHEREAS, the City Council adopted the 2020-2021 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 20-O-18, on June 10, 2020 to implement the 2020-2021 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2020-2021 Budget by this Ordinance to incorporate expenditure decisions made during the 2020-2021 fiscal year.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The 2020-2021 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2020-2021 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
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Adam F. Tucker
City Attorney

SEAL

Exhibit A
Page 1

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Fund				
Revenues	Revenues			
General	Hotel/Motel Tax Revenue	$ 1,600,000.00	$ 2,120,000.00	$ 520,000.00
Police	Drug Related Fines	$ 15,000.00	$ 65,000.00	$ 50,000.00
General	Wholesale Beer Tax	$ 3,614,000.00	$ 3,652,000.00	$ 38,000.00
Community Development	Community Development Grants	$ 1,286,503.00	$ 1,643,642.41	$ 357,139.41
				$ 965,139.41
Expenditures	Expenditures			
Street Department	Sodium Chloride	$ 40,000.00	$ 190,000.00	$ 150,000.00
City Manager Department	Chamber of Commerce	$ 240,000.00	$ 318,000.00	$ 78,000.00
General	Transfer to Drug Fund	$ 25,000.00	$ 75,000.00	$ 50,000.00
Street Department	Street Light - Electric & Maint	$ 2,000,000.00	$ 2,100,000.00	$ 100,000.00
Parks & Recreation Dept.	Buildings Expense	$ 65,770.00	$ 295,770.00	$ 230,000.00
Community Development	Administration	$ 193,300.00	$ 204,250.00	$ 10,950.00
Community Development	Acquisition	$ 350,000.00	$ 409,729.51	$ 59,729.51
Community Development	Public Service Grants	$ 154,968.00	$ -	$ (154,968.00)
Community Development	Child Abuse Prevention	$ -	$ 14,570.00	$ 14,570.00
Community Development	Childcare Services	$ -	$ 11,870.00	$ 11,870.00
Community Development	Youth/Crime Prevention	$ -	$ 9,960.00	$ 9,960.00
Community Development	Healthcare	$ -	$ 42,810.00	$ 42,810.00
Community Development	Job Training	$ -	$ 25,670.00	$ 25,670.00
Community Development	Homeless Prevention	$ -	$ 29,430.00	$ 29,430.00
Community Development	Domestic Abuse	$ -	$ 15,300.00	$ 15,300.00
Community Development	Elderly	$ -	$ 8,390.00	$ 8,390.00
Community Development	Housing Rehabilitation	$ 150,000.00	$ 157,544.90	$ 7,544.90
Community Development	Public Facilities	$ 250,000.00	$ 525,883.00	$ 275,883.00
				$ 965,139.41
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ (3,355,900.00)	$ (3,355,900.00)	-

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Debt Service Fund				
Revenues	Revenues			
	Premiums on Bonds Sold		$ 2,050,000.00	$ 2,050,000.00
	Sale of Bonds		$ 18,760,000.00	$ 18,760,000.00
				$ 20,810,000.00
Expenditures	Expenditures			
	Issuance Cost		$ 139,000.00	$ 139,000.00
	Note Principal		$ 20,671,000.00	$ 20,671,000.00
				$ 20,810,000.00
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ -	$ -	-
Capital Improvement Fund				
Revenues	Revenues			
	County Shared Bonds	$ -	$ 9,668,000.00	$ 9,668,000.00
				$ 9,668,000.00
Expenditures	Expenditures			
	Cap Outlay County Shared Bonds	$ 617,100.00	$ 1,757,100.00	$ 1,140,000.00
				$ 1,140,000.00
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ (1,472,800.00)	$ 7,055,200.00	8,528,000.00

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Drug Fund				
Revenues	Revenues			
	City Court Revenues	$ 25,000.00	$ 75,000.00	$ 50,000.00
	Transfer in from General Fund	$ 25,000.00	$ 75,000.00	$ 50,000.00
				$ 100,000.00
Expenditures	Expenditures			
	Undercover Operations	$ 125,000.00	$ 225,000.00	$ 100,000.00
				$ 100,000.00
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ 1,400.00	$ 1,400.00	-

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Rezoning property along South Bilbro Avenue
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Rezone approximately 1.28 acres located at the northeast corner of South Bilbro Avenue and East State Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Blue Sky Construction, Inc. presented a zoning application [2020-422] for approximately 1.28 acres located at the northeast corner of South Bilbro Avenue and East State Street to be rezoned from RS-8 (Single-Family Residential District 8) and CCO (City Core Overlay District) to PRD (Planned Residential District) and CCO. During its regular meeting on February 3, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will contribute to the continued growth of downtown both as a place to live and to do business.

Attachments:

1. Ordinance 21-OZ-03
2. Maps of the area
3. Planning Commission staff comments from 02/03/2020 meeting
4. Planning Commission minutes from 02/03/2020 meeting
5. The Row on Bilbro PRD pattern book
6. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
FEBRUARY 3, 2021
PROJECT PLANNER: AMELIA KERR

4.a. Zoning application [2020-422] for approximately 1.28 acres located along South Bilbro Avenue and East State Street to be rezoned from RS-8 and CCO to PRD (The Row on Bilbro PRD) and CCO, Blue Sky Construction applicant.

The subject property is located along the east side of South Bilbro Avenue and along the north side of East State Street. The requested area consists of 5 parcels totaling 1.28 acres and is identified as Tax Map 90M, Group K, Parcels 14.00-18.00 (also identified as 217-225 South Bilbro Avenue). The parcels are currently developed with single-family dwellings and are zoned RS-8 (Single-Family Residential District 8). The applicant wishes to rezone the properties to PRD (Planned Residential District). The proposed PRD would consist of an 18-unit townhouse development (The Row on Bilbro PRD). The proposed gross density would be 14.0 dwelling units per acre. The subject property is also located within the City Core Overlay District (CCO). The proposed rezoning would not affect the CCO zoning.

Adjacent Zoning and Land Uses

Surrounding zoning is primarily RS-8 (Single-Family Residential District 8). The primary surrounding land uses are single-family dwellings, although there is a non-conforming duplex located directly to the north of the subject property. The proposed development would include a Type B landscape buffer with a 6' white vinyl privacy fence along both the north and east property lines next to adjacent residential uses.

Proposed PRD

The development would have direct access to East State Street and South Bilbro Avenue. The proposed development would include 3 buildings with two-story townhouse units. Each of the 11 units facing South Bilbro Avenue and East State Street will be 3-bedroom units having rear-entry, two-car garages and roof top patios. The 7 units in the rear of the development will each have 2-bedrooms, a rear patio with a storage room, and surface parking. Garage parking for the development is required to meet parking requirements. The development includes five (5) additional surface parking spaces for guests. The number of guest parking spaces was increased based on the discussion at the last Planning Commission meeting. Primary exterior materials would be painted brick with metal awnings at entrances and cementitious siding for the rooftop patio access projection. Minimum

building setbacks for the development would be 8' feet on the fronts along both South Bilbro Avenue and East State Street and 10' feet on the north and east sides abutting single-family residential zoning. The open space and formal open space calculations have been updated since the last Planning Commission meeting. The pattern book states that the development will include approximately 27% of the total lot as open space. The site is required to contain 5% formal open space the applicant is proposing approximately 8% formal open space. The formal open space internal to the site consists of a courtyard seating area with a stamped concrete patio, an arbor with a fire pit, and enhanced landscaped areas within the open space grass island. The following exceptions to the standard RS-A, Type 3 zoning regulations are proposed:

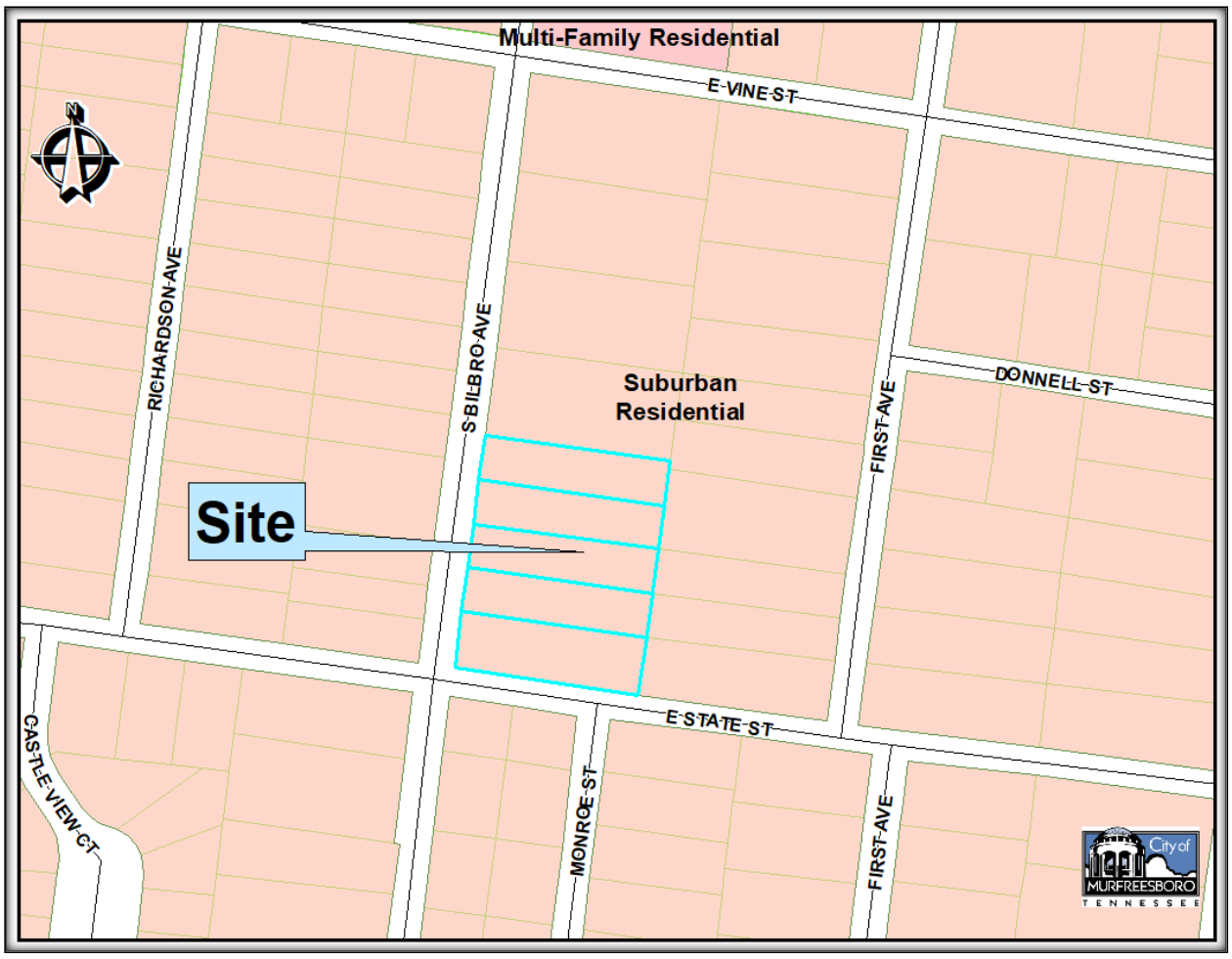
1. front setback to be 8' along South Bilbro Avenue as opposed to the 20' setback (based on the average of the front setbacks on the same block face);
2. front setback to be 8' along East State Street as opposed to the required 16' setback (based on the average of the front setbacks on the same block face);
3. rear setback to be a minimum of 10' along the east lot line as opposed to the 20' required;
4. a reduction in the required 18" "step-up" at the front elevations to a 6" "step-up" (RS-A, Type 3 townhomes are required to have a minimum finished floor elevation of 18" above grade when the front setback is less than 30');
5. an exception to allow the use of solid waste cart valet garbage service in lieu of the required Dumpster;
6. an exception to allow a Type B buffer with a privacy fence in lieu of a Type D buffer along property lines adjacent to single-family residential zoning; and
7. to allow 13 parking spaces in a row without a landscape island as opposed to the standard maximum of 12.

Future Land Use Map

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop with a *Suburban Residential* land use character (see excerpt from the future land use map below). This classification intends to serve as a transition from urban to rural residential development and is predominantly located along the periphery of the City. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation. 2.0-3.54 dwelling units per acre is the recommended density.

While single-family attached residential uses are consistent with the *Suburban Residential* land use character in certain circumstances, the more intense single-

family residential attached use that is proposed -- at 14.0 dwelling units per acre -- is not consistent with the vision for the *Suburban Residential* land use character. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.



Department Recommendation

Staff is supportive of this rezoning request, including the deviation from the future land use map, for the following reasons:

1) the proposed residential land use will be compatible with the surrounding residential land uses;
2) compact, dense development is desirable in and around downtown and promotes walkability; and
3) the proposed development will contribute to the vitality and quality of life of the downtown, continuing the positive trend toward reinvestment in the area.

While Staff is generally supportive of the application and of the land use, several opportunities to improve the application have been identified, including the following:

- Adding the landscape island back to the row of parking spaces in front of the fire pit, which will help to both break up this row of parking spaces and to add an additional barrier for safety purposes between the seating area and the parking lot.
- Increasing the amount of “step-up” at the front of the units in order to increase the amount of privacy for the future residents; and
- Using stamped concrete for all sidewalks in the proposed formal open space area in order to formalize this area and to differentiate it from the rest of the site.

Staff will continue to work with the applicant prior to the Planning Commission meeting on the above items and other miscellaneous revisions to the pattern book.

Action Needed

The applicant and his representative will be available at the Planning Commission meeting to answer questions regarding the proposed rezoning. The Planning Commission needs to conduct a public hearing and then formulate a recommendation to City Council.

HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

12.9.2020

Mr. Greg McKnight
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Rezoning Request
Described as a portion of Tax Map 79, Parcels 58 in Murfreesboro, Tennessee

Dear Mr. Whitaker:

On behalf of our client, Brian Burns and Blue Sky Construction, we hereby request a rezoning of tax map 090P, Parcels 01400, 01500, 01600, 01700 and 01800 consisting of 1.28 acres, currently zoned RS-8 to the new zoning of PRD. The developer plans to remove five homes currently in disrepair and replace them with 18 townhomes. Thank you for your assistance with this request.

Sincerely,

Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	**$700.00**
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	**$950.00**

Procedure for applicant:
The applicant must submit the following information to initiate a rezoning:

1. **A completed rezoning application (below).**
2. **A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)**
3. **A non-refundable application fee (prices listed above).**

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: HUDDLESTON - STEELE ENGINEERING

Address: 2115 N.W BROAD STREET City/State/Zip: MURFREESS

Phone: 615. 893. 4084 E-mail address: rountree.associates@yahoo.com

PROPERTY OWNER: BLUE SKY CONSTRUCTION INC.

Street Address or property description: 6 N. PUBLIC SQUARE

and/or Tax map #: 090P Group: Parcel (s): 01400, 01500, 01600, 01700, & 01800

Existing zoning classification: RS-8

Proposed zoning classification: PPD Acreage: 1.28

Contact name & phone number for publication and notifications to the public (if different from the applicant): CLYDE ROUNTREE - HUDDLESTON-STEELE ENG.

E-mail:

APPLICANT'S SIGNATURE (required): Clyde Rountree

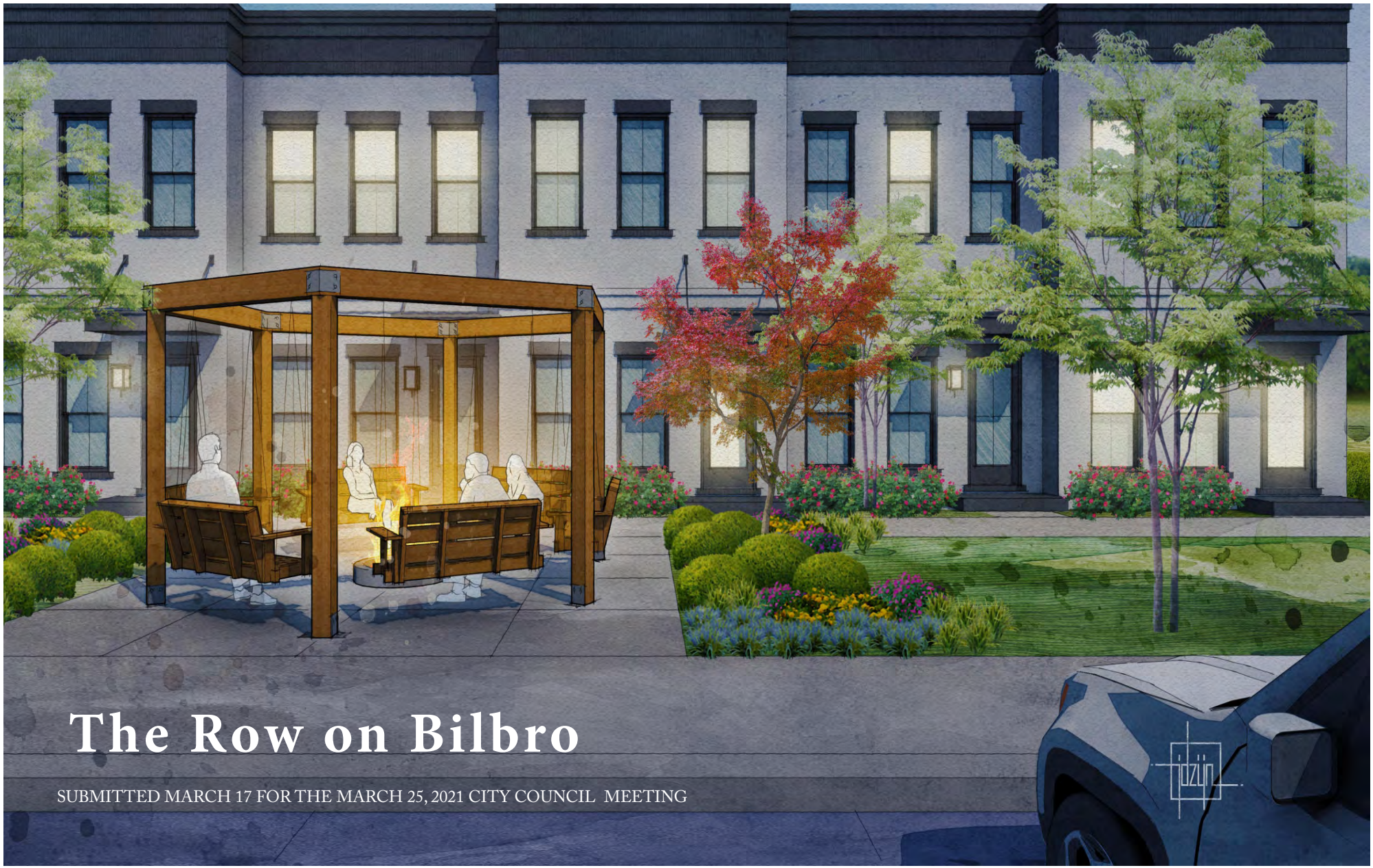
DATE: 12.9.2020

*******For Office Use Only**********

Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

Revised 7/20/2018



The Row on Bilbro

SUBMITTED MARCH 17 FOR THE MARCH 25, 2021 CITY COUNCIL MEETING

SHEET INDEX

1.DEVELOPMENT TEAM & PROJECT SUMMARY

2. ZONING MAP

3. UTILITY MAP

4. HYDROLOGY AND TOPOGRAPHY MAP

5. AERIAL MAP

6. EXISTING CONDITIONS A

7. EXISTING CONDITIONS A - PHOTOS

8. EXISTING CONDITIONS B

9. EXISTING CONDITIONS B - PHOTOS

10. SITE PLAN

11. ARCHITECTURAL PERSPECTIVE

12. ARCHITECTURAL ELEVATIONS (3 BEDROOM)

13. ARCHITECTURAL ELEVATION (2 BEDROOM)

14 CONCEPTUAL LANDSCAPE PLAN

15. OPEN SPACE / AMENITIES

16. DEVELOPMENT STANDARDS

17. PLANNED DEVELOPMENT CRITERIA & 2035 PLAN

Plans Prepared By:

HUDDLESTON-STEELE ENGINEERING, INC.

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129

TELEPHONE: 615-893-4084 FAX: 615-893-0080

Development Team & Project Summary

The Row on Bilbro is a new townhouse development located a few minute walk from the downtown square. The subject property is currently zoned RS-8 within the CCO, and consists of 1.28 acres. The proposed Row on Bilbro will be a 18 home development and will have both two and three bedrooms homes with a minimum size of 1000 square feet. The homes will be two story structure with architecturally contempory facades.

The homes will be painted brick. The townhome building with sides of the building facing the public right-of-way will have architectural details which will give the impression of a front facade through the use of additional windows, and masonry details. The development will have a formal open space which will consist of a fire pit seating area and an enhanced land-scaped garden area. The three bedroom homes will have two car rear entry garage with all parking accessed from the rear of the building. The three bedroom homes will also have roof top patios that will serve as formal open space. The two bedroom units will have surface parking spaces with no garages.

PROJECT SUMMARY

HOME TYPE	SIZE	STORY	QUANTITY	BEDROOMS	PARKING	SPACES REQ/ PROV	ACREAGE	OVERALL DENSITY
Single-Family Attached	1000 S.F. (Min)	2 Story	18 Dwelling Units	2 and 3 Bedroom	Garage/Driveway	2 and 2 / 2.7 and 4 Pro.	1.28 ac.	18/1.28 = 14.06 Unit/Per Acre

Owner/ Developer

Blue Sky Construction, Inc.
Howard Wilson and Brian Burns
6 N. Public Square
Murfreesboro, TN. 37130
615.405.5647

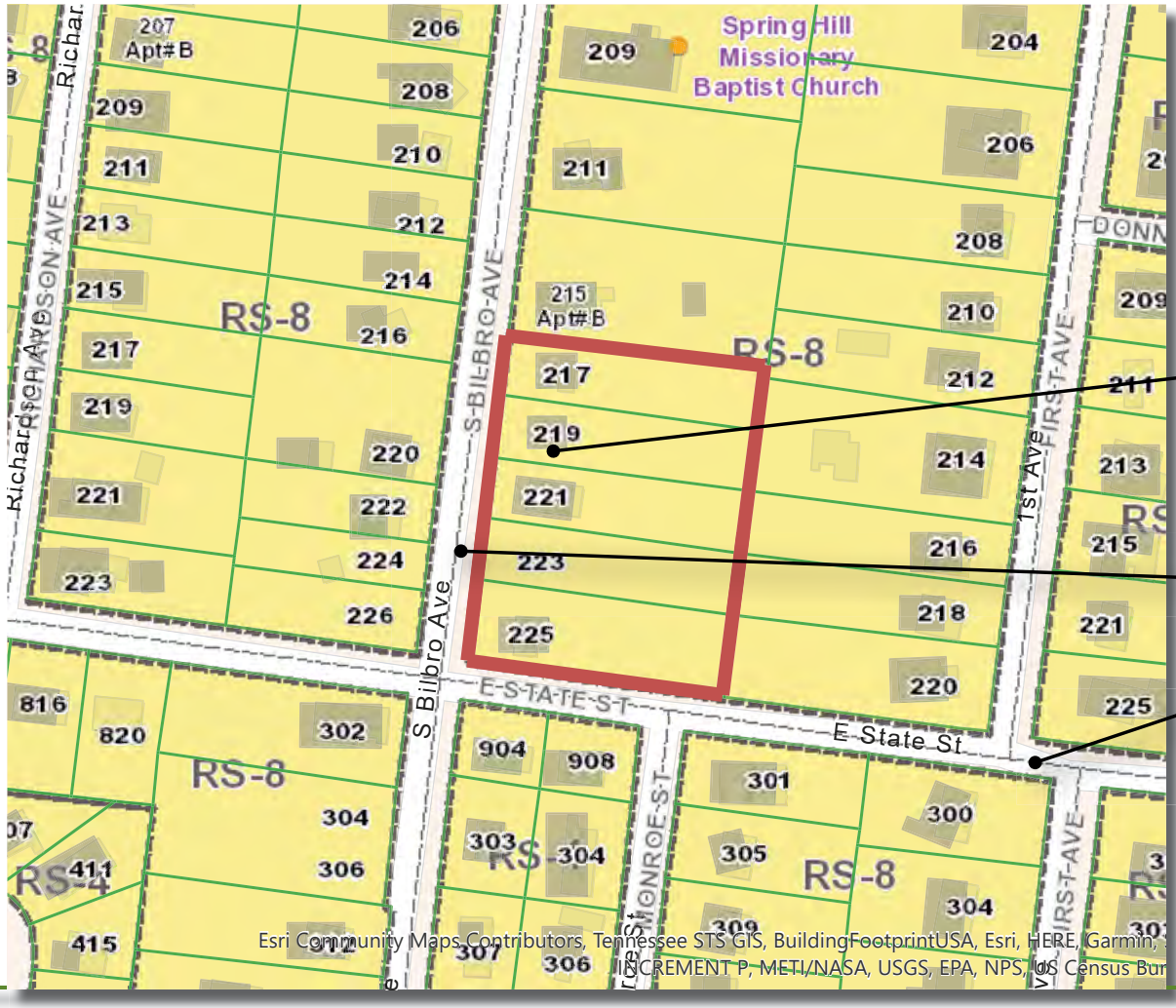
Architecture

J Taylor Designs
Jamie Taylor
310 Uptown Square
Murfreesboro, TN. 37129
615.542.4675
jamie@jtaylordesigns.net

Planning and Engineering

Huddleston-Steele Engineering, Inc.
Clyde Rountree, RLA
2115 N.W. Broad Street
Murfreesboro, TN. 37129

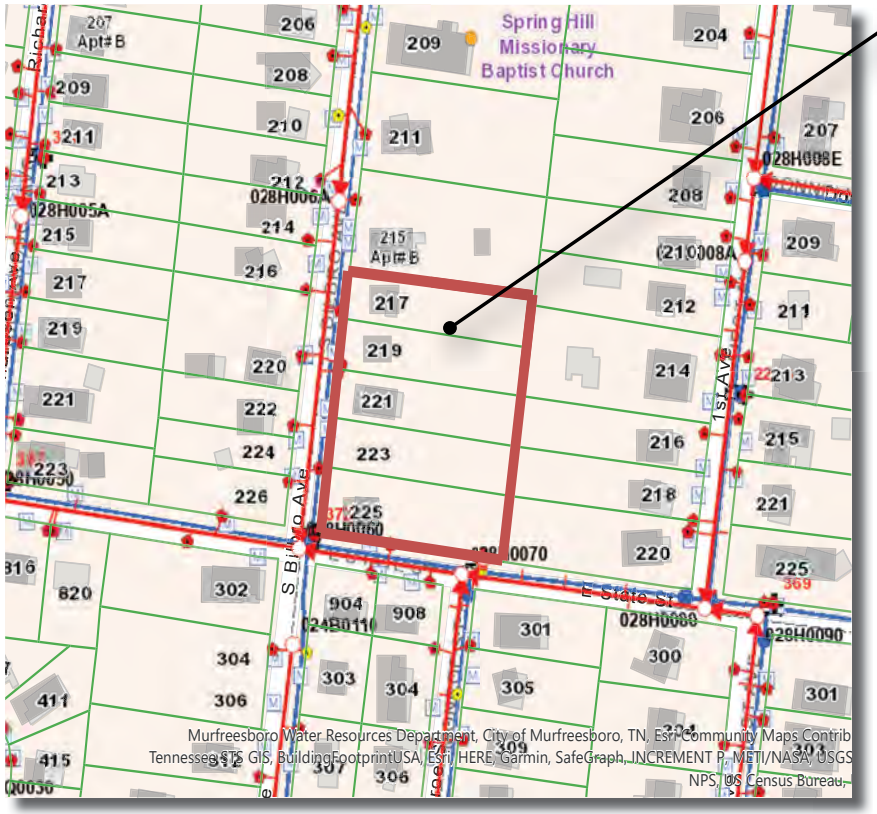
Zoning Map



The subject property is zoned RS-8.
The property is completely surrounded by RS-8.
The subject property is proposed to be rezoned PRD.

HUDDLESTON-STEELE ENGINEERING, INC.

Utility Map



Utility Location Map

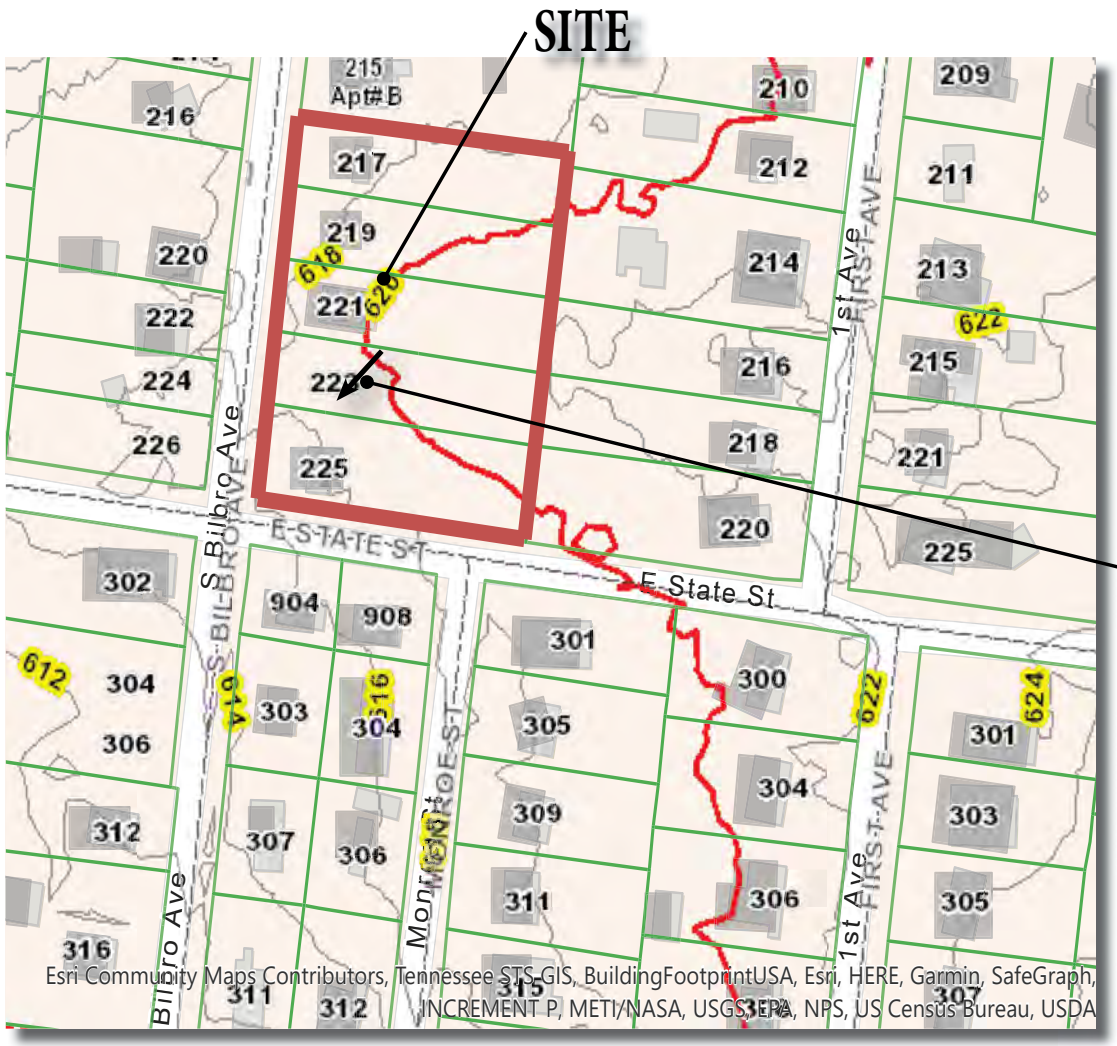
The subject property utility providers:
Water is provided by Murfreesboro Water Resources.
Electric is provided by Middle Tennessee Electric Membership Corporation.
Sewer is provided by Murfreesboro Water Resources.

LEGEND

Water

Sewer

Hydrology & Topography Map



The subject property is relatively flat with 3 feet of grade change rolling from the center of the property to both the north and south. The water flows to the street and is conveyed down South Bilbro.

LEGEND

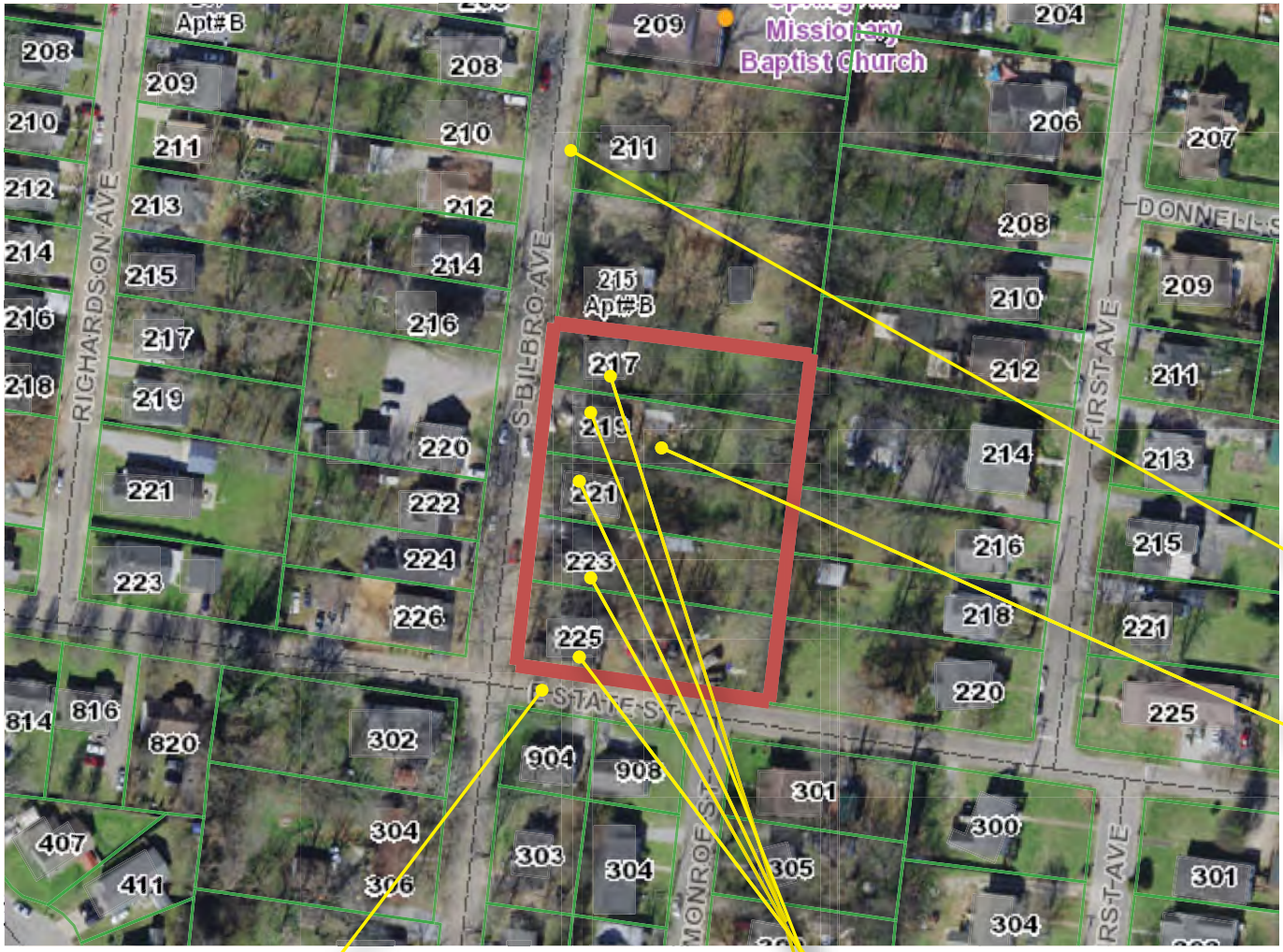
Countour Line

Drainage Direction

NORTH

HUDDLESTON-STEELE ENGINEERING, INC.

Aerial Map



This aerial photograph shows the subject site embedded in an existing neighborhood. The subject property is less than a few blocks away from the downtown square. The homes on the subject property are in a dilapidated condition and will be removed.

South Bilbro Avenue

Site

East State Street

Existing homes to be removed

Aerial Location Map

Existing Conditions A

Existing Conditions A

Existing Conditions B

Existing Conditions B

Site Plan

Site Data:
Acreage: 1.28 Acres
Proposed units: 18
Density: 18/1.28= 14.06 units per acre
Overall Height is 36'

11(3 Bedrooms) Units @ 2 spaces per unit = 22 spaces required, 22 spaces provided; 7 (2 Bedrooms) Units @ 2 spaces required-per unit = 14 Spaces Required, 19 Spaces Provided - Total required parking 36. Total parking provided including garages - 63.

Three bedroom homes will have roof top patios

Single Family Attached Home : 1000 min. sq. of living area

Horizontal Property Regime Ownership

Solid Waste will be handled by Garbage Vallet Service or Dumpster

CPTED principles will be applied to the extent that developer is able. Natural surveillance will be assisted by the visual open quality of the project. The access points are well defined and easy to see. Territorial reinforcement will be established through the utilization of consistency in the landscaping and building materials. The site will be well maintained to prevent the "Broken Window Theory."

Architectural Perspective

Perspective Rendering (South Bilbro Front View)

Architectural Elevations (3 Bedroom)

Architectural Elevations (2 Bedroom)

Conceptual Landscape Plan

Shade Tree

Foundation Planting

Buffer Planting

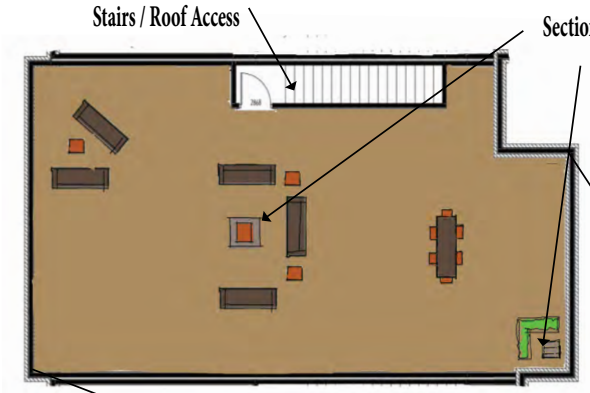
Privacy Fence

NORTH

Note: Sidewalk easement to be dedicated to the City of Murfreesboro

The development will comply with all minimum landscape requirements in Section 27 of the zoning ordinance.

Open Space /Amenities



Roof Top Patio
(Typical on all three bedrooms)

Formal open space provides a more structured environment and is quantified by 5% of the site which is approximately 2788 square feet. The formal open space consisting of a fire pit seating area and landscaped garden area is 4405 square feet.

Formal Open Space Perspective

Development Standards

Development Standards:
Development will include (11) 3-Bedroom townhomes and (7) 2-Bedroom townhomes
The maximum building height of 40'-0"
The units will have 41 surface parking spaces and 22 garage spaces
Solid waste will be through use of carts stored in garages and on patios and serviced individually by a private hauler
Sidewalks will be provided on both South Bilbro Avenue and East State Street
All site utilities will be underground
Monument signage may be associated with this development
The development will be managed by an H.O.A.
Mail delivery will be accommodated via a mail kiosk
Common open space will be maintained by an H.O.A.
All townhomes owners will be required to be a member of the H.O.A.
The garages are to meet minimium parking requirements and the H.O.A. documents must include language that states the garages are to be used for parking of vehicles at all times and may not be used primarily for household storage
All parking will be screened from the public right-of-way
Parking will comply with the Murfreesboro City Core Regulations of two parking spaces per dwelling unit with two or more bedrooms - 36 parking spaces required.
Telecommunication and television equipment shall be located on the rear of the proposed buildings or on the roof top patios
AC units are to be mounted on the roof top in the three bedroom units and located on the ground in the two bedroom units.
Sidewalk will be constructed on South Bilbro and East State Street and dedicated to the City

Building Elevation Materials:
Brick
Metal
Hardie Siding

Allowable Uses:
There will be no other allowable uses permitted with the PRD

SETBACKS TABLE				
SETBACKS	RS-A3	PRD	DIFFERENCE	CCO***
FRONT SETBACK (BILBRO & EAST STATE)	20'	8'	(-) 12'	<20'
NORTH SIDE SETBACK	5'	10'	(+) 5'	5'
EAST SIDE REAR SIDE SETBACK	20'	14'	(-) 6'	5'
DENSITY	12	14.06	(+)2.06	

The following standards shall apply to developments in the RS-A district for Type 3 (Urban Townhouse) developments:
* Maximum building height shall be 42 feet or three stories, whichever is less
** CCO height for principle building. A principal building in the CCO district shall have a height no greater than fifty (50) percent over the highest adjacent building. However, a principal building shall be permitted to have a height of two (2) stories, regardless of the height of adjacent buildings.
***CCO For residential developments, the structure shall be built to the average front setback of all structures on the same block face, provided that no structure shall be built more than thirty (30) feet behind the front property line. No structure shall be built in the public right-of-way.

The land use is inconsistent with the "Suburban Residential" designation as proposed on the 2035 plan. The density being requested is more consistent with the "Auto Urban-Family Residential Character (MF)classification that provides up to 19.93 units per acre within a PRD city zoning district. The project fits well within the expectation for revitalization in the downtown area initiated by the introduction of the City Core Overlay.

Planned Development Criteria & 2035 Plan

General Applicability Per Section 13 - Planned Development Regulations

1. Ownership and division of land: ***The site is owned by the developer identified on Sheet 1, The lot is currently zoned RS-8 in the City of Murfreesboro.***
2.Waiver of BZA action: ***No BZA actions will be required.***
3.Common open space: *16,099 s.f. area will be common open space with 19,000 +/- s.f. of formal open space encompassing the ground level formal open space and the roof top patios.*
4.Accessibility to site: ***The property is accessible from South Bilbro and East State Street.***
5.Off street parking . ***See Sheet 10 for parking calculations***
6.Pedestrian circulation: ***Sidewalks will be construction on the subject property on both South Bilbro Avenue and East State Street***
7.Privacy and screening: ***A privacy fence will seperate the rear parking area from the view of the adjacent neighbors.***
8.Zoning and subdivision modifications proposed: ***A PRD is being requested for the subject property.***
9.Phasing: ***The project shall be completed in one phase.***
10.Annexation: ***No annexation is required for this site.***
11.Landscaping: ***The townhome development will be designed to meet all minimum landscaping requirements outlined in Section 27 of the Zoning Ordinance. The quantities will be consistent with Section 27.***
12.Major Thoroughfare Plan: *The* ***PRD is not impacted by the Major Transportation Plan.***

Section 13 – Project Development Criteria Requirements
1. Identification of existing utilities: ***Shown in pattern book on Sheet 3***
2/3.Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: ***Shown in pattern book Sheet, 5- 9.***
4/5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: ***Shown in pattern book Sheet 10-15.***
6. Development schedule: ***Construction is projected to begin once all zoning and site planning is approved by the City.***
7. Relationship of the planned development to current city polices and plans: ***See page 16.***
8. Proposed deviation from zoning and subdivision ordinance:
#1 front setback to be 8' along South Bilbro Avenue as opposed to the 20' setback (based on the average of the front setbacks on the same block face, (see Page 16) ;
#2 front setback to be 8' along East State Street as opposed to the required 16' setback (based on the average of the front setback on the same block face);
#3 rear setback to be a minimum of 10' along the east lot line as opposed to the 20' required;
#4 a reduction in the required 18" "step-up" at the front elevation to a 6" "step-up" (RS-A, Type 3 townhomes are required to have a minimum finished floor elevation of 18" above grade when the front setback is less than 30');
#5 an exception to allow the use of solid waste cart valet garbage service in lieu of the required dumpster.
#6 an exception to allow a Type B buffer with a privacy fence in liew of a Type D buffer along property lines adjacent to single-family residential zoning; and
#7 to allow 13 parking spaces in a row without a landscape island as opposed to the standard maximum of 12.
Note the landscaping that would be associated with the parking island will be dispersed in the development.

SITE DATA		
Total Land Area	55,756 SF	
Total Open Space	Required: 11,511 SF	Provided: 14,914 SF
*Formal Open Space	Required: 2,787 SF	Provided: 4,405 SF
Total Impervious	41,536 SF	
Total Pervious	14,266 SF	
Total Building Coverage	20,976 SF	
Total Floor Coverage	38,168 SF	
Total Parking Lot Coverage	16,897 SF	
F.A.R.	0.7	
L.S.R.	0.14	
O.S.R.	0.1	

9. **Site tabulation data for land area, FAR, LSR, and OSR:**

MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 3, 2021

MEMBERS PRESENT
Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jennifer Garland **(Virtual)**
Rick LaLance
Chase Salas
Warren Russell
Shawn Wright

STAFF PRESENT
Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Amelia Kerr, Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev't Services Exec. Director

Chair Kathy Jones called the meeting to order after determining there was a quorum. She explained that, in accordance with the Executive Order of the Governor, one member of the Planning Commission (Ms. Jennifer Garland) would be participating electronically. All votes would be conducted by roll call. Continuing, Chair Jones recognized Planning Commission Mr. Rick LaLance as our newest Planning Commissioner.

Chair Kathy Jones asked for a motion to be made to approve the minutes of the January 20, 2021 Planning Commission meeting.

Vice-Chairman Ken Halliburton a motion to approve the minutes from January 20, 2021, seconded by Mr. Warren Russell.

Upon roll call, the motion carried by the following vote:

Aye: Jennifer Garland
Ken Halliburton
Warren Russell
Chase Salas
Shawn Wright
Rick LaLance
Kathy Jones
Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 3, 2021

Public Hearing:

Zoning application [2020-422] for approximately 1.28 acres located along South Bilbro Avenue and East State Street to be rezoned from RS-8 and CCO to PRD (The Row on Bilbro PRD) and CCO, Blue Sky Construction, Inc. applicant. Ms. Amelia Kerr came forward to make known the development would have direct access to East State Street and South Bilbro Avenue. The proposed development would include 3 buildings with two-story townhouse units. Each of the 11 units facing South Bilbro Avenue and East State Street would be 3-bedroom units having rear-entry, two-car garages and roof top patios. The 7 units in the rear of the development would each have 2-bedrooms, a rear patio with a storage room, and surface parking. Garage parking for the development is required to meet minimum parking requirements. The development includes five (5) additional surface parking spaces for guests. The number of guest parking spaces was increased based on the discussion at the last Planning Commission meeting. Primary exterior materials would be painted brick with metal awnings at entrances and cementitious siding for the rooftop patio access projection. Minimum building setbacks for the development would be 8' feet on the fronts along both South Bilbro Avenue and East State Street and 10' feet on the north and east sides abutting single-family residential zoning. The open space and formal open space calculations have been updated since the last Planning Commission meeting. The applicant's pattern book states that the development would include approximately 27% of the total lot as open space. The site is required to contain 5% formal open space, and the applicant is proposing approximately 8% formal open space. The formal open space internal to the site consists of a courtyard seating area with a stamped concrete patio, an arbor with a fire pit, and enhanced landscaped areas within the open space grass island.

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop with a *Suburban Residential* land use character. This classification intends to serve as a transition from urban to rural residential development and is predominantly located along the periphery of the City. The comprehensive

plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation. 2.0-3.54 dwelling units per acre is the recommended density. While single-family attached residential uses are consistent with the *Suburban Residential* land use character in certain circumstances, the more intense single family residential attached use that is proposed -- at 14.0 dwelling units per acre -- is not consistent with the vision for the *Suburban Residential* land use character. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.

Staff is supportive of this rezoning request, including the deviation from the future land use map, for the following reasons:

1) the proposed residential land use will be compatible with the surrounding residential land uses;
2) compact, dense development is desirable in and around downtown and promotes walkability; and
3) the proposed development will contribute to the vitality and quality of life of the downtown, continuing the positive trend toward reinvestment in the area.

While Staff is generally supportive of the application and of the land use, several opportunities to improve the application have been identified, including the following:

- Adding the landscape island back to the row of parking spaces in front of the fire pit, which would help to both break up this row of parking spaces and to add an additional barrier for safety purposes between the seating area and the parking lot.
- Increasing the amount of "step-up" at the front of the units in order to increase the amount of privacy for the future residents; and
- Using stamped concrete for all sidewalks in the proposed formal open space area in order to formalize this area and to differentiate it from the rest of the site.

The following exceptions to the standard RS-A, Type 3 zoning regulations are proposed:

1. front setback to be 8' along South Bilbro Avenue as opposed to the 20' setback (based on the average of the front setbacks on the same block face);

2. front setback to be 8' along East State Street as opposed to the required 16' setback (based on the average of the front setbacks on the same block face);

3. rear setback to be a minimum of 10' along the east lot line as opposed to the 20' required;

4. a reduction in the required 18" "step-up" at the front elevations to a 6" "step-up" (RS-A, Type 3 townhomes are required to have a minimum finished floor elevation of 18" above grade when the front setback is less than 30');

5. an exception to allow the use of solid waste cart valet garbage service in lieu of the required Dumpster. Staff has discussed this request and believes a Dumpster instead of the solid waste cart valet garbage service could be more appropriate.

6. an exception to allow a Type B buffer with a 10-foot privacy fence in lieu of a Type D buffer adjacent to single-family residential zoning; and

7. to allow 13 parking spaces in a row without a landscape island as opposed to the standard maximum of 12.

Mr. Clyde Rountree and Mr. Brian Burns were in attendance for the meeting. Mr. Rountree explained that Mr. Burns had purchased 5 continuous lots. The properties had previously been owned as rental property. Continuing, Mr. Rountree explained that the properties have infrastructure already in place, and the proposed development would be within the City Core Overlay district meeting all guidelines. Lastly, there are no issues regarding the sewer allocation restrictions for this area.

Mr. Rountree began a PowerPoint presentation from the applicant's pattern book to explain the proposed development. He stated that the applicant has requested flexibility regarding the proposed solid privacy fence to change it to a metal fence that would be placed along the property line. Originally, the applicant had provided information for a solid privacy fence along the property line. Now, the applicant would like consideration for a wrought iron metal fence with

the buffer along the back property line. Mr. Burns is committed in securing the entire development.

Mr. Brian Burns stated that he wanted to keep the existing large trees that are on these properties. He feels the solid privacy fence would not work well with the large trees. He prefers to place a wrought iron fence to save as many mature trees as possible.

Mr. Matthew Blomeley stated for clarification that the applicant's pattern book specifically states there will be a solid privacy fence.

Chair Kathy Jones opened the public hearing.

1. **Ms. Tara Syester, 224 South Bilbro Avenue (virtual) –** asked if this development would be a gated community or open to anyone? Currently, there are squatters coming and going into the existing houses on the properties later in the evenings. Also, there is a lot of trash on the properties which needs to be cleaned up.

   Ms. Syester had submitted several photos by email to staff that showed the current condition of the properties which have dilapidated buildings and debris across the properties. These photos were provided to the Planning Commission members.

2. **Mr. Paul Brothers, 220 First Avenue (virtual)** – stated that attached housing would not be conducive to the historic single-family homes in their neighborhood. He stated how the downtown area is at capacity in population. If this type of development is approved, it would provide housing for families with small children. This would increase the downtown population and jeopardize the safety and security for the older population. In addition, the development would create noise, vehicles speeding along State Street, affect the value of homes, increase the crime rate, etc. which would not be safe or reasonable. He requested that additional study be completed to make known how these types of developments address his concerns. Lastly, he requested for the developer to consider single-family homes, duplexes, or commercial properties.

Chair Kathy Jones closed the public hearing.

Chair Jones requested for Mr. Brian Burns to come forward to address the issues from that were made from the residents in this area. Mr. Brian Burns came forward stating he has begun the process to obtain demolition permits for the properties. Weather permitting, the homes should be demolished within the next two weeks. Once all the structures are removed there should not be any trash on the properties. Continuing, Mr. Burns made known the proposed development would not be a gated community. He feels that people want to see the downtown area be revitalized. The proposed development should improve the area and it could help increase the home values for the nearby residential properties.

Vice-Chairman Ken Halliburton wanted to know what would be the price points for the development? Mr. Burns made known the two-bedroom units would be around $249,000 and the three-bedrooms units with the rooftop patios would be around $320,000.

Mr. Rick LaLance expressed his concerns regarding the setbacks and the questionable buffer due to not knowing if any of the existing trees could be saved. Also, due to the setbacks Mr. LaLance stated that he did not want the rooftop patio overlooking onto Mr. Brothers' back yard. Mr. Brian Burns explained the rooftop patio would include a 6-foot wall. In addition, the rooftop patio would include several amenities such as green turf, a fireplace, and grills.

Chair Kathy Jones asked if the units could be raised up to 18 inches. Mr. Brian Burns explained that the property is flat, and the units would be raised from grade 8-10 inches from the sidewalks. Chair Jones asked if there would be handicap parking, in which Mr. Blomeley stated it is not required unless there is an accessible unit. Chair Jones commented that Staff has requested for the landscaping island to be placed in front of the fire pit/formal open space to help break up the long parking area. Mr. Burns stated he was indifferent to that request.

Chair Jones requested for the Planning Commission to discuss the request for a Dumpster instead of carts. Mr. Burns stated he prefers carts due to the potential of non-residents using the

Dumpster. The solid waste for the carts would be picked up by a valet service/private hauler. This would be managed by a Homeowners Association. Mr. Clyde Rountree came forward to explain the layout for the solid waste carts and where they would be stored at each unit. In addition, a solid waste area for a Dumpster enclosure has been allocated if necessary, as an alternative. Ms. Amelia Kerr came forward stating that a Dumpster enclosure has been provided in case the solid waste carts did not work. Mr. Shawn Wright and Mr. Rick LaLance agreed that a Dumpster would become problematic for this development.

Mr. Rick LaLance expressed his concerns how this development had too many units being placed on the property. This is a place for density; however, if the density was reduced, he would feel more comfortable. Mr. Brian Burns stated how this property was in ruin, and to revitalize in this area, density is important. Continuing, Mr. Burns stated how this development being close to East Main Street would encourage nice developments like what he is proposing, not just rental properties.

Vice-Chairman Ken Halliburton commented on how this project would benefit Murfreesboro. This would set the precedent in the downtown area. There is not a lot of land in the downtown area for this type of project.

Mr. Shawn Wright agreed and commented on this being a positive improvement for Murfreesboro.

Mr. Warren Russell commented this project would bring improvements to the area. He opposes a Dumpster being place at this development. He likes the development and prefers carts to be provided with a private hauler.

Mr. Rick LaLance agreed this development is an improvement to the area, and it would provide a lot of good things for the area.

Ms. Jennifer Garland requested for stamped concrete be included around the gazebo and firepit area. The sidewalks should remain smooth.

Vice-Chairman Ken Halliburton made a motion to approve subject to the following conditions:

- **The plan as submitted without a Dumpster;**
- **Stamped concrete at the gazebo and firepit area;**
- **An extra parking space instead of the parking island;**
- **The privacy fence as indicted in the applicant's pattern book.**

The motion was seconded by Mr. Shawn Wright.

Upon roll call, the motion carried by the following vote:

Aye: Jennifer Garland
Ken Halliburton
Warren Russell
Chase Salas
Shawn Wright
Kathy Jones
Nay: Rick LaLance

Plats and Plans:

Caroline Farms, Section 2 [2020-2071] amended final plat for 50 lots on 12.2 acres zoned PRD located along Caroline Farms Drive, Caroline Farms, LLC developer. Mr. Matthew Blomeley began by explaining the amended plat includes a proposed right-of-way for Quarter Horse Drive, which is a proposed three-lane roadway depicted on the 2040 Major Transportation Plan. This right-of-way, which was not shown on the previously-approved version of this plat, would provide a north-south connector from West Thompson Lane to the proposed Cherry Lane. The City has been working in conjunction with the developer of Caroline Farms to establish this roadway to be consistent with the Major Transportation Plan. This right-of-way has always been envisioned to be included as part of the Caroline Farms development. Staff recommends approval of the amended final plat. The developer is ready to record the amended plat immediately upon

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ORDINANCE 21-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.28 acres located along South Bilbro Avenue and East State Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District (The Row on Bilbro PRD) and City Core Overlay (CCO) District; Blue Sky Construction, Inc., applicant(s) [2020-422].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Residential Development (PRD) District and City Core Overlay (CCO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

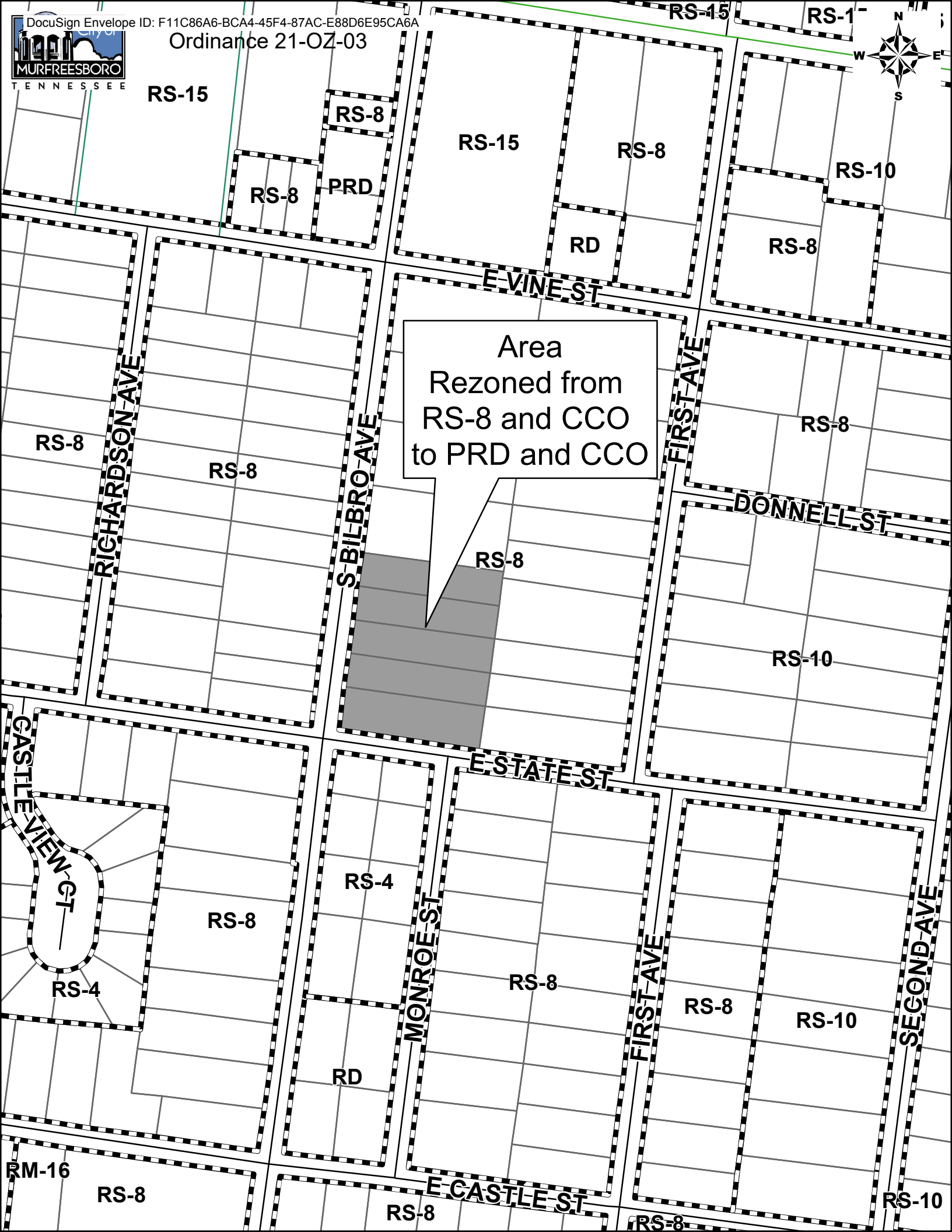
DocuSigned by:
Adam F. Tucker
43A2C6E6D1F94E7...

Adam F. Tucker
City Attorney

SEAL

DocuSign Envelope ID: F11C86A6-BCA4-45F4-87AC-E88D6E95CA6A

Ordinance 21-OZ-03



COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Sewer Allocation Variance- Old Salem Road – The Journey Home

Department: Planning

Presented by: Greg McKnight, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density.

Background Information

A special use permit and a site plan has been submitted to the Planning Department for review for the development of a new facility for The Journey Home mission and group shelter along the east side of Old Salem Road north of Samsonite Boulevard. The property is currently zoned Heavy Industrial (H-I), which per the ordinance only allows 4.0 sfu's/acre. The property is 1.44 acres in size and thus is allowed only 5.6 sfu's. The anticipated usage is 7.0 sfu's; therefore, the development will use more than the ordinance allows by approximately 1.4 sfu's, and the applicant is requesting a variance of 2.0 sfu's. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the impact that this facility will have on the City's needy and homeless populations to be of greater benefit than the requested additional sewer capacity.

Council Priorities Served

Maintain Public Safety

This development will provide safe, temporary housing for families in need.

Concurrence

MWRD concurs with the request based on sewer system capacity.

Fiscal Impact

The development will pay one-time development fees.

Attachments

1. Request Letter with site plan
2. Memo from MWRD

SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING

March 17, 2021

Mr. Darren Gore, P.E.
Murfreesboro Water Resources Department
300 N.W. Broad St.
Murfreesboro, Tennessee 37130

RE: Journey Home Sewer Allocation Variance Request
1231 Old Salem Rd
Murfreesboro, Tennessee
SEC Project No. 20056

Dear Mr. Gore:

Please accept this as our variance request for the proposed Journey HOme to be located at 1231 Old Salem Salem Rd. The property in question is approximately 1.44 acres in size and is zoned Heavy Industrial (HI). The project's site plan will be submitted for approval on March 18, 2021 for a Planning Commission meeting on April 21st. In addition, the project's special use permit application was submitted on March 8th for a Board of Zoning Appeals Meeting on March 24th. The sewer allocation ordinance, allows for 4 sfue/acre or 1,040 gpd/acre sewer flow for HI property. For this property, the allocation ordinance would allow 1,498 gpd or 5.6 sfue. Based on historical flows for the similar facilities in Murfreesboro, the average sewer usage is 7 sfue's.

Given this information, Journey Home requests a variance from the sewer allocation ordinance to grant an **additional 2 sfue** of sewer flow.

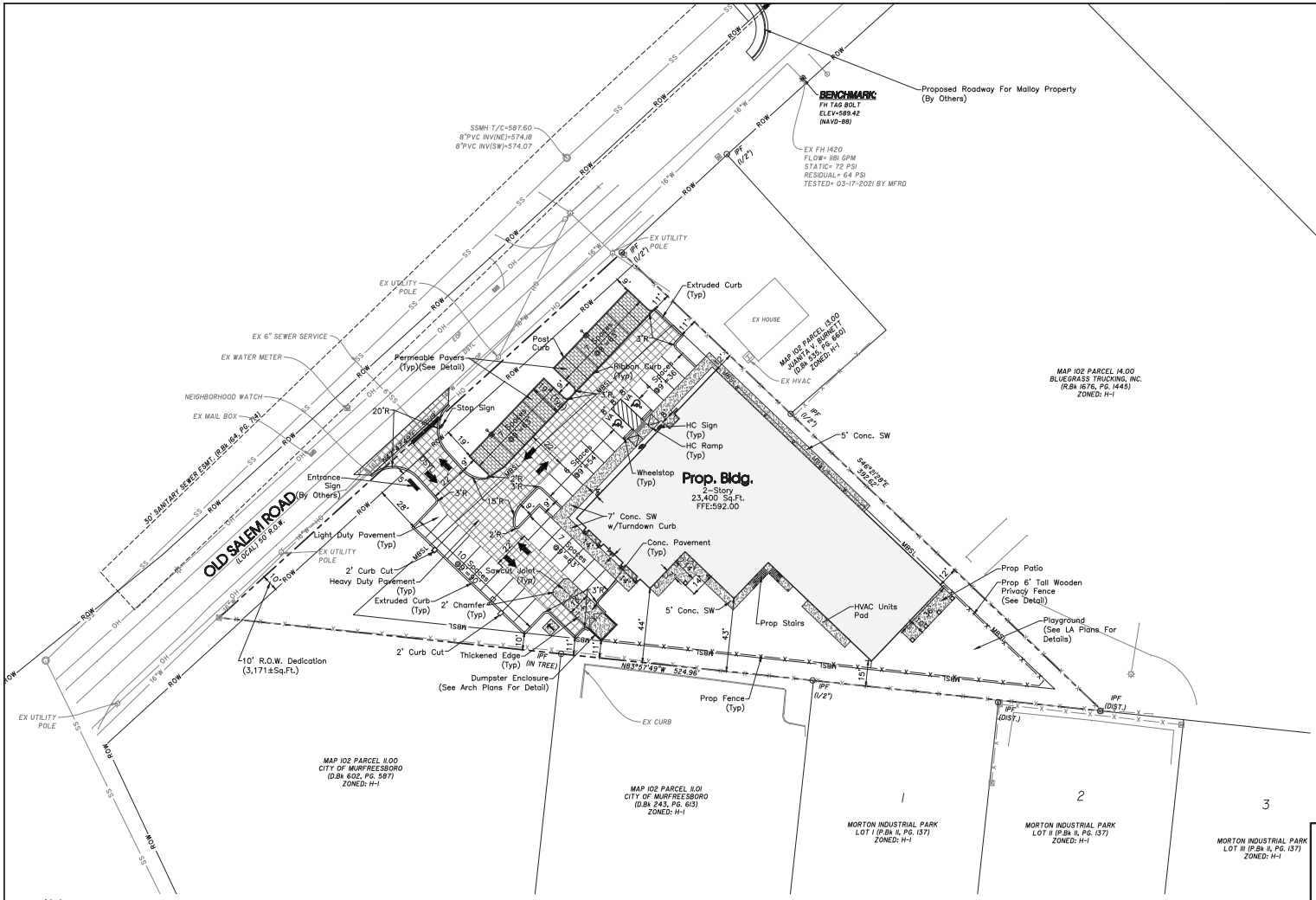
We appreciate the opportunity to present this variance and the opportunity to create new opportunities to better serve the needs of Murfreesboro's most vulnerable population.

If you have any questions or need additional information, please contact me at 890-7901 or via email at mtaylor@sec-civil.com.

Sincerely,

Matt Taylor

Matt Taylor, P.E.
Vice-President
SEC, Inc.



Legend:

EXIST. CONCRETE MONUMENT		BENCHMARK	
IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL	
IRON PIN FOUND (I.P.F.)	V.A.	VAN ACCESSIBLE HANDICAP DESIGNATION	
EXIST. SIGN POST		HC SIGN	
EXIST. SEWER CLEANOUT		PROPOSED SIGN POST	
EXIST. MANHOLE (SEWER & PHONE)		CONCRETE BOLLARD	
EXIST. CATCH BASIN (STORM SEWER)		WHEEL STOP	
EXIST. WATER/GAS VALVE		CONCRETE SIDEWALK	
EXIST. TELEPHONE RISER		EXTRUDED CURB	
EXIST. GAS RISER		CURB & GUTTER	
ELECTRICAL ENCLOSURE		TRAFFIC ARROW	
EXIST. WATER METER		TURN LANE ARROWS	
EXIST. UTILITY POLE		REVISION NUMBER	
EXIST. FIRE HYDRANT	#1	DRAINAGE STRUCTURE DESIGNATION	
POST INDICATOR VALVE	A	DRAINAGE PIPE DESIGNATION	
BLOW OFF VALVE		RIP RAP	
REDUCER		RUNOFF FLOW ARROW	
REMOTE FIRE DEPT. CONNECTION		INLET FILTER PROTECTION	
CONCRETE THRUST BLOCK	63.25 X	PROPOSED SPOT ELEVATION	
DOUBLE DETECTOR CHECK VALVE	(63.25) X	EXIST. SPOT ELEVATION	
FIRE DEPT. CONNECTION		SEWER/STORM FLOW DIRECTION	
FIRE HYDRANT		CATCH BASIN	
GATE VALVE & BOX		CURB INLET	
WATER METER		AREA DRAIN	
GAS METER		HEADWALL	
GREASE TRAP		WINGED HEADWALL	
EXTERIOR CLEANOUT ECO		CONCRETE SWALE	
MANHOLE		TYPE- X- HEADWALL	

EXISTING PHONE	PH
EXISTING ELECTRIC	OH
PROPERTY LINE	
EASEMENTS	
RIGHT OF WAY	ROW
EROSION CONTROL SILT FENCE	SF SF
EROSION EEL	E E E
EXISTING TREELINE	
EXISTING FENCELINE	X X X X
MINIMUM BUILDING SETBACK LINE	
PHASE BOUNDARY	
EXISTING GAS LINE	GAS
PROPOSED GAS LINE	GAS
EXISTING STORM	STM
PROPOSED STORM	STM
EXISTING CONTOUR LINES	601
PROPOSED CONTOUR LINES	601
EXISTING SANITARY SEWER	SS
PROPOSED SANITARY SEWER	SS
EXISTING WATER	W W
PROPOSED WATER	W W

Note:
1) Solid Waste Service Will Be Provided By A Private Hauler.

Pavement Hatch Legend

- Concrete Pavement
- Heavy Duty Asphalt Pavement
- Permeable Pavers
- Light Duty Asphalt Pavement

811 Know what's below. Call before you dig.

Owner/Developer:
The Journey Home, Inc.
P.O. Box 331025
Murfreesboro, TN 37133

Deed Reference:
Tax Map 102, Parcel 12.00
R.Bk. 1224, Pg. 2168

Yard Requirements:
Front: 42'
Side: 10'
Rear: 25'

Intended Use:
Mission & Group Shelter

Land Use Data:
Zoned: H-I
1 - 2-Story Building
Building Ht.: 28'-0"
Ground Floor: 15,998 Sq.Ft.
1 Lot on: 1.44± Acres
F.A.R.= $\frac{17,473}{59,715}$= 29%
Lot Coverage= $\frac{34,081}{59,715}$= 0.57= 57%

Parking Requirement:
$\frac{1\ Space}{1\ Bed}$ x 30 Beds + $\frac{1\ Space}{Employee}$ x 5 Employees + $\frac{1\ Space}{Visitor}$ x 5 Visitors + $\frac{1\ Space}{300\ Sq.Ft.}$ Of Other Use x 8,118 Sq.Ft. = 40 Spaces Required
Provided: 41 Regular + 2 H.C. = 43 Total Spaces Provided

Flood Map No.:
This site lies within Zone X, not in the 100 Year Floodplain, per Community Panel 47149C0260H dated January 5, 2007.

SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
860 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.
The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the owner/developer to ensure that the construction of the site shown on these construction drawings is performed in accordance with the requirements and recommendations of the geotechnical engineering report. It is the responsibility of the owner/developer to ensure that the site is constructed in accordance with the construction plans.

WILLIAM A. TAYLOR 102.002 REGISTERED ENGINEER STATE OF TENNESSEE

REVISED:

Journey Home

Murfreesboro, Tennessee

DRAWN: SJA/CFB3
DATE: 3-18-2021
CHECKED: MAT
FILE NAME: 20056project
SCALE: 1"=30'
JOB NO. 20056

Site Plan

SHEET: C2.0

. . . *creating a better quality of life*

MEMORANDUM

DATE: March 17, 2021

TO: Matthew Blomeley

FROM: Valerie H. Smith

SUBJECT: The Journey Home
1231 Old Salem Road
Sewer Allocation Ordinance
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

Effects within Basin by Providing Variance to Sewer Allocation

The above property is within sewer flow basin MF 06A. There are no capacity concerns within the basin that have been identified. This project will flow into a 21" sewer interceptor at the southwestern edge of the property which has adequate capacity.

Per the most recent sewer connection model of the system, Basin 06A currently has capacity for 3086 connections. By committing sewer service to this development, staff is determining that basin 06's sewer connection capacity will be reduced by one connection, resulting in in 3085 available connections for future developments. Please note that while the Journey Home is counted as one sewer connection, the single-family unit equivalency is determined to be 7.0, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The request is for an allowance of 2 single family units (sfu's) above the 5.6 sfu's allowed per the Ordinance. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Amendment to Contract for Impact Fees

Department: Administration

Presented by: Gary Whitaker, Assistant City Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Amendment to Contract with TishchBise for Impact Fees.

Staff Recommendation

Approve amendment to contract Between TishchBise and City.

Background Information

Council requested staff to prepare an analysis of the potential revenue that would be produced by the imposition of development impact fees. The City retained TischlerBise as consultants. The contract amendment allows for add-ons to the scope of services.

Council Priorities Served

Responsible Budgeting

Implementation of impact fees will assist in funding infrastructure development that is associated with population growth.

Fiscal Impacts

Funding for these additional services, $39,940 will be provided from Economic Development Contractual Services.

Attachment:

Add-On Scope of Service

Section 1. **Scope of Services**

Work Scope

The following scope of work provides detailed steps to ensure that the City's study is completed successfully and meets the requirements of the State of Tennessee impact fee statutes, as well as national case law. This scope covers the calculation of school, fire and police impact fees.

TASK 1: UPDATE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

Given the time that has elapsed since the project inception, TischlerBise will update the population and employment data to the base year 2021.

Meetings:

Discussions with the Planning Department and other relevant staff.

Deliverables:

TischlerBise will prepare an updated Chapter within the Impact Fee Report that discusses the recommended land use factors and projections.

TASK 2: RECOMMEND STUDENT GENERATION RATES

The purpose of this task is to review and understand the current enrollment trends in the City and to determine the likely increase in public school students resulting from new development over the next ten years.

Historical and Projected Enrollment. TischlerBise will review historical and projected enrollment data. This review will provide an understanding of enrollment trends that have occurred overall and by type of school. Finally, we will compare historical and projected enrollment to historical and projected population/housing unit growth in order to establish any relevant trends. Our Team's national perspective related to calculating school impact fees will inform this analysis.

Prepare Student Generation Rates and GIS Support. TischlerBise will review approaches to calculating student generation rates with Murfreesboro Schools staff. This will include a GIS evaluation, if geocoded enrollment data is available.

Meetings:

One (1) meeting conducted as part of Task 3.

Deliverable:

Memorandum on Recommended Student Generation Rates.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-5 may vary somewhat depending on the methodology applied to impact fees.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional fire, police and school capital facilities and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for capital facilities. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for capital facilities addressed in the study.
- Identify actual existing service levels for capital facilities. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for the impact fees.

Meetings:

One (1) meeting with City staff to discuss capital facility needs and levels-of-service.

Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for the impact fee calculation. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology will depend on which is most beneficial for the City. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for additional fire stations while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the City is assured that the maximum

supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

Meetings:
One (1) teleconference with City staff to discuss issues related to allocation methodologies

Deliverables:
"Storyboard" Presentation of Impact Fee Options.

TASK 5: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the fee study.

Deliverables:
Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables:
See Task 7.

TASK 7: PREPARE IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will revise the current draft Impact Fee Report for the City's review. The report will summarize the need for impact fees in the City of Murfreesboro and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type

- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the Impact Fee Report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each activity showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

Meetings:
One (2) meetings/presentations to present the Impact Fee Study with the City Council.

Deliverables:
Draft and final reports and presentation materials for meetings.

TASK 8: STAKEHOLDER OUTREACH

In addition to the meetings with staff and City Council described in the Tasks above, TischlerBise will meet with stakeholders a minimum of two (2) times during the study process. The purpose of this outreach is to allow interested parties to understand assumptions and raise any questions about the technical demographic, cost, revenue, credit, and other data and supporting documentation that is being used in the development of impact fees.

Meetings:
Two (2) meetings with Stakeholder Group.

Deliverables:
Presentation Materials as Appropriate.

Section 2. **Fees**

The hourly rates for our Team are as follows: Carson Bise $200 and Colin McAweeney $190. TischlerBise bills monthly, based on percentage completion for each task.

PROPOSED FEE SCHEDULE FOR SCHOOL, FIRE AND POLICE IMPACT FEE STUDY				
Project Team Member:	**Bise**	**McAweeney**	**Total**	
Job Title:	**Project Manager**	**Analyst**	**Hours**	**Cost**
Hourly Rate*	**$215**	**$190**		
Task 1: Update Land Use Assumptions and Development Projections	4	8	12	$2,380
Task 2: Recommend Student Generation Rates	4	16	20	$3,900
Task 3: Determine Capital Facility Needs and Service Levels	32	24	56	$11,440
Task 4: Evaluate Different Allocation Methodologies	4	4	8	$1,620
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	4	0	4	$860
Task 6: Conduct Funding and Cash Flow Analysis	4	0	4	$860
Task 7: Prepare Impact Fee Reports, Public Presentations	16	32	48	$9,520
Task 8: Stakeholder Outreach	24	0	24	$5,160
Expenses				$4,200
Total Cost:	**92**	**84**	**176**	**$39,940**

TischlerBise
FISCAL | ECONOMIC | PLANNING

Principal Office
4701 Sangamore Road, Suite S240 |
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f) |
carson@tischlerbise.com

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Contract with Quadrex Aviation LLC. for Airport Safety and Capacity Study

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract with Quadrex Aviation to create new standard operating procedures to address dramatic increase in flight training operations.

Staff Recommendation

Approve contract with Quadrex Aviation LLC. for the amount of $29,812.

Background Information

With a national shortage of airline and military pilots, collegiate aviation programs across the country such as the Middle Tennessee State University's (MTSU) Aerospace Department, Professional Pilot Training Program have experienced a dramatic increase in student enrollment applications. The MTSU Professional Pilot Training Program has grown in four years from 389 students in 2016 to 889 students in 2020. That 129% increase in enrollment in the professional pilot training program has resulted in a dramatic increase in aircraft operations and increase in complaints from citizens as well as based and transient pilots. To properly address these complaints and the dramatic increase in operations the City is requesting approval to contract with Quadrex Aviation to assist us in developing new standard operating procedures. An essential part of this contract is also to assist the City with coordination and communication with the Federal Aviation Administration who will ultimately have to approve our proposed procedures ensuring the City is in compliance with its federal grant assurance agreements.

Council Priorities Served

Maintain public safety

Public safety of the flying and non-flying is the first priority followed by the need to create measures so that all people who want to utilize our airport can do so effectively and efficiently.

Operational Issues

To assist with this safety and capacity study the Airport has purchased new technology allowing non-towered general aviation airports to accurately count and monitor aircraft landings and takeoffs. The data that has been collected so far with the new system has been a valuable tool in assisting the City, consultants, the Tennessee Aeronautics Division, and Federal Aviation Administration to realize the impact that flight training operations has had on our airport and community. This safety and capacity study will assist the Airport and our operators in establishing new operating procedures to continue to improve safety, efficiency, and the effectiveness of our airport.

Fiscal Impact

The Airport and Middle Tennessee State University is sharing in the $29,812 cost equally.

Attachments

Quadrex Contact and Attachments

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MURFREESBORO and QUADREX AVIATION, LLC

AIRPORT SAFETY AND CAPACITY STUDY
Murfreesboro Municipal Airport

THIS AGREEMENT is made this ___ day of _____, 2021 by and between Quadrex Aviation, LLC (hereinafter "Quadrex") and the City of Murfreesboro, Tennessee (hereinafter "City"). CITY and Quadrex, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of Quadrex - Quadrex agrees to provide the professional services described in Attachment A – Scope of Services (hereinafter the "Services") attached and incorporated by reference.

2. Schedule of Services - Quadrex shall use its best efforts to complete the Services in a timely fashion to meet CITY's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Attachment C attached hereto.

3. Responsibilities of CITY - CITY shall furnish or make available to Quadrex any and all of its records, maps, or other data which are pertinent to Quadrex's work. CITY shall authorize and assist Quadrex in obtaining any such pertinent information from other public and private sources.

4. Compensation - As compensation for the performance of the Services, CITY shall pay Quadrex its fees and expenses in an amount not to exceed $29,812.00 in accordance with Phase 1 – Safety Analysis of Attachment B attached hereto. Payments are due at the address appearing on the invoice within 30 days following receipt of invoice by CITY. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

5. Termination - This Agreement may be terminated by either party upon not less than thirty (30) days written notice. Quadrex shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project. CITY is entitled to reimbursement for any payment advanced in anticipation of services not yet rendered on the date of notice.

6. Relationship of Parties - Quadrex is and shall at all times during the term of this Agreement be an independent contractor of CITY. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

7. Standard of Care - The standard of care for all professional consulting Services performed or furnished by Quadrex under this Agreement will be the care and skill ordinarily used by the members of Quadrex's profession practicing under similar conditions at the same time and in the same locality. Quadrex makes no warranties, express or implied, under this Agreement or otherwise, in connection with Quadrex's Services.

8. Insurance - Quadrex shall procure and maintain comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of $1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of $1,000,000 per claim. Quadrex will provide a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon. Upon request, an endorsement naming the City as additional insured under the terms of the policy as

follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. Indemnification - Pursuant to *Tennessee Attorney General Opinion 93-01*, CITY will not indemnify, defend or hold harmless in any fashion Quadrex from any claims arising from any failure, regardless of any language in an y attachment or other document that Quadrex may provide. Quadrex shall indemnify CITY, its partners, officers, directors and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of or in any manner connected with, the performance of the Services to the extent caused by Quadrex's negligence.

10. Limitation on Liability - The total liability of Quadrex and its partners, principals, employees and agents to CITY and anyone claiming by, through or under CITY for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the limits of available insurance proceeds.

11. Assignment - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by CITY or Quadrex without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

12. No Consequential Damages - In no event shall Quadrex be liable to CITY or the CITY to Quadrex for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the CITY. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by either party.

13. Mediation - The parties, as a condition precedent to commencing litigation (other than for the non- payment of Quadrex's fees), shall endeavor to resolve their claims by non-binding mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract.

14. Collection Costs - In the event legal action between the parties with respect to any provision of this Agreement, the substantially prevailing party shall be entitled to collect as part of any judgment or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by the party for such action.

15. Other Agreements - (a) The services to be performed by Quadrex are intended solely for the benefit of CITY and its client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee; (f) Any action between the parties arising from this Agreement may only be filed in the courts of Rutherford County, Tennessee; (g) Quadrex shall not be liable for any failure to perform or delay in the performance of the Services due to

circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

QUADREX AVIATION, LLC

By:

_____

Name: David A. Byers

Title: President

Date: _____

CITY OF MURFREESBORO

_____

Name: Shane McFarland

Title: Mayor

Date: _____

APPROVED AS TO FORM:

_____

Name: Adam Tucker

Title: City Attorney

Recommended by Airport Commission: _____

Approved by City Council: _____

Attachment A

SCOPE OF WORK
AIRPORT SAFETY AND CAPACITY STUDY
Murfreesboro Municipal Airport

The City has historically accommodated flight training at MBT and continues to do so. However, with the increase of flight training operations in recent years, safety concerns are beginning to emerge regarding congestion on the airfield and in the traffic pattern during peak periods. The following scope of services has been prepared to evaluate the ability of MBT to enhance safety during peak flight activity operations and to recommend strategies to mitigate safety risks. The objective of the analysis is to assist the City in objectively assessing options to safely accommodate all users of the Airport.

A. Analysis of Existing Conditions

Historical and current aircraft operations and fleet mix data will be reviewed for identifying peak levels of activity and other characteristics of airport use. An on-site field investigation will be conducted to physically document aviation activity that is representative of "busy" days. A review of other relevant data will be completed as a component of this task.

B. Comparative Practices Analysis

Three (3) comparable non-towered general aviation airports that accommodate similar levels of flight training activities will be identified. Each airport's policies, practices, and procedures will be reviewed.

C. Alternatives Analysis

MBT's current airspace and airport layout will be evaluated for identifying "hot spots" and other existing and potential conflicts areas. Relevant operational measures that may enhance safety will be assessed as well as potential capital improvements. As part of the alternatives analysis, a forecast of aeronautical activity at MBT will be prepared to compare against the total level of aeronautical demand on the Airport's airspace and airfield.

D. Comparative Safety Risk Analysis

A draft Comparative Safety Risk Analysis document will be prepared using the information developed from the preceding tasks. The primary purpose of the CSRA is to assess potential risks associated with the safe and efficient operation of the Airport with the assistance of users, subject matter experts (SMEs) and other stakeholders and to identify measures to mitigate those risks. The draft CSRA report will be distributed to key personnel for review and comment.

E. Standard Operating Procedures (SOPs)

At the conclusion of the CSRA evaluation, a draft Standard Operating Procedures document will be developed that reflects the consensus among the stakeholders.

F. Meetings, Presentations, and Coordination

A series of on-site visits will be conducted during the study. These visits include:

1. Initial Site Visit - scheduled to collect data and for familiarization of the layout of the airport. Discussions with aeronautical users, tenants, and others will be included.

2. CSRA Workshop - facilitate meeting with stakeholders and subject matter experts (SMEs) regarding flight training and other operations at MBT. Potential risks associated with the safe and efficient operation of airport will be discussed and measures to mitigate those risks will be identified.

3. City Council Briefings & Workshops - provide briefings to and conduct workshop(s) with the City Council as necessary.

Attachment B
PROJECT BUDGET
AIRPORT SAFETY AND CAPACITY STUDY
Murfreesboro Municipal Airport

TASK		Senior Consultant Task Hrs	Senior Consultant Cost @ $217 /hr	Staff Consultant Task Hrs	Staff Consultant Cost @ $163 /hr	Total Labor Task Hrs	Total Labor Task Labor Cost
PHASE I - SAFETY ANALYSIS							
A.	Analysis of Existing Conditions	8	1,736	8	1,302	16	3,038
B.	Comparative Airports & Practices Analysis	8	1,736	12	1,953	20	3,689
C.	Alternatives Analysis	8	1,736	16	2,604	24	4,340
D.	Comparative Safety Risk Analysis (CSRA)	8	1,736	16	2,604	24	4,340
E.	Develop Standard Operating Procedures	8	1,736	16	2,604	24	4,340
F.	Meetings, Presentations, and Coordination						
	1. Initial Site Visit	4	868	8	1,302	12	2,170
	2. CSRA Stakeholders Workshop	4	868	8	1,302	12	2,170
	3. City Council Meetings & Workshop	4	868	8	1,302	12	2,170
TOTAL PROJECT LABOR		52	11,284	92	14,973	144	26,257

PROJECT EXPENSES	Units	Cost
Travel (MLB-MBT) *[est. $1,147/trip - billed at cost]*	3 trips	3,405
Miscellaneous Expenses	LS	150
TOTAL PROJECT EXPENSES		3,555

TOTAL PROJECT BUDGET	**$ 29,812**

Notes:

[1] This budget is submitted as a not-to-exceed amount inclusive of all costs for the performance of the project. Costs for additional work as authorized by the City shall be at the hourly rates and expenses stated above.

Attachment C
Proposed Project Schedule
AIRPORT SAFETY AND CAPACITY STUDY
Murfreesboro Municipal Airport

Task \ Period	Week														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A. Analysis of Existing Conditions	➡	➡	➡	➡											
B. Comparative Practices Analysis			➡	➡	➡	➡									
C. Alternatives Analysis					➡	➡	➡	➡							
D. Comparative Safety Risk Analysis							➡	➡	➡	➡					
E. Standard Operating Procedures									➡	➡	➡	➡			
F. Meetings, Presentations, and Coordination															
1. Site Visit		▣													
2. CSRA Workshop										▣					
3. City Council Briefings & Workshop												▣			
FINAL REPORT														◘	

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: 2019 Planning Grant Subrecipient Agreement

Department: Community Development

Presented by: Helen Glynn, Assistant Director Community Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

A HUD grant that provides funding for administrative and planning costs for our local Continuum of Care. The City is the applicant and H3ARC is the subrecipient.

Staff Recommendation

Approve the proposed sub-recipient contract with H^3ARC.

Background Information

The Housing, Health and Human Services Alliance of Rutherford County (H^3ARC) is a 501(c)3 organization with members from local governments, community social service agencies, local nonprofits, and area churches working collaboratively to support low income, elderly, homeless, formerly incarcerated and recovery court citizens with services to address physical and mental health, housing, educational opportunities and job skills as well as other wraparound services. The City of Murfreesboro is the collaborative applicant designated by the Continuum of Care (CoC) to apply for this grant on behalf of the CoC. H^3ARC is the decision-making body for the CoC and the Homeless Management Information System (HMIS) lead and conducts the annual Point In Time Count (PITC) of both sheltered and unsheltered homeless individuals and families in the county.

The City and H^3ARC will enter into a sub-recipient agreement to develop more formal decision making and operating standards for the CoC; to continue to develop and improve its coordinated entry system; improve its rating and ranking policies and procedures as well as its outreach and advocacy efforts to the entirety of Rutherford County.

Council Priorities Served

Maintain public safety

To monitor and mitigate homelessness in the City.

Fiscal Impact

All costs are through HUD with no impact to the general fund.

SUB-RECIPIENT AGREEMENT BETWEEN

THE CITY OF MURFREESBORO

AND

HOUSING, HEALTH AND HUMAN SERVICES ALLIANCE OF RUTHERFORD COUNTY (H^3ARC)

PLANNING GRANT

THIS AGREEMENT, entered this _____ day of _____, 2021 by and between the City of Murfreesboro, Tennessee, (herein called the "Grantee") and Housing, Health and Human Services Alliance of Rutherford County (H^3ARC) (herein called the "Sub-recipient").

WHEREAS, the Grantee, designated as the Collaborative Applicant by the Sub-recipient, has applied for and received funds from the United States Government under Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq., as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) or otherwise (the "Act"), and the Continuum of Care Program rule, 24 CFR 578 (the "Rule").

WHEREAS, the Grantee and the Sub-recipient wish to engage the Sub-recipient in utilizing such funds in the amount of $18,541.00 for Grant NumberTN0317L4J101900 for the FY2019 Competition for Continuum of Care planning activities, on the basis for which the submission of the project Application and Grant was approved by HUD, including the certifications, assurances, and any information documentation required to meet the grant award condition.

NOW, THEREFORE, the parties, for mutual good and valuable considerations, including but not limited to the conditions, provisions and limitations set forth below, do here and now agree to bind themselves to the following terms and conditions:

I. SCOPE OF SERVICE

A. Activities

1. The Sub-recipient will be responsible for administering the Continuum of Care Program Grant (Grant Number TN0317L4J101900), a copy of which is attached hereto as **Exhibit A**, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

2. The Sub-recipient shall perform all tasks as described in **Exhibit A** and **Exhibit B**, a copy of which is also attached hereto, and adhere to 24 CFR Part

578, 2 CFR 200 and the Grant Application submitted on the basis of which the Grant was approved by HUD, including all application attachments required to meet the grant award conditions. The Grant Application is incorporated herein as part of this Agreement.

3. Sub-recipient shall operate the project in accordance with the provisions of the Act and all requirements of the Rule.

4. Sub-recipient shall comply with such other terms and conditions as HUD established in the applicable Notice of Funds Availability (NOFA), Funding Opportunity Number FR-6300-N-25 Titled, Continuum of Care Homeless Assistance Competition, CFDA Number 14.267.

5. The Sub-recipient shall maintain records adequate to document compliance with all of 24 CFR 578 and 2 CFR 200, along with such other records the Grantee determines necessary to enable the Grantee to fulfill its responsibilities in the Continuum of Care Program. All records will be retained for a minimum five (5) year period.

6. It is understood that the activities described in the Grant Application as to be performed by the Executive Director may be performed by a staff person who will report to the Executive Director.

B. Personnel

1. The Sub-recipient represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

2. All of the services required hereunder will be performed by the Sub-recipient under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, state and local law to perform such services.

3. Any change in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

C. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated in this Agreement and the Continuum of Care Program requirements, which monitoring will take place at least annually. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of

time after being notified by the Grantee, agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on _____ and end on _____ unless earlier terminated in accordance with Section VI. H. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of Continuum of Care funds.

III. BUDGET

No more than the amounts specified in **Exhibit C** may be expended for any outlined cost category.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$ Eighteen Thousand Five Hundred Forty-One and 00/100 Dollars ($18,541.00). Grantee will not guarantee reimbursement of funds until 2019 Program Year HUD allocation of funds is received via the HUD grant agreement. Grantee will not guarantee reimbursement in the event Continuum of Care funds are not received or are less than the amount allocated for the program.** The Grant funds will be provided on a reimbursable basis for eligible expenses actually incurred by the Sub-recipient, subject to receipt of an acceptable requisition, along with documentation supporting expenses for activities performed in accordance with this Agreement. Payment to the Sub-recipient shall be made in a timely fashion.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. SUB-RECIPIENT CERTIFICATIONS

Sub-recipient certifies the following:

A. Sub-recipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;

B. The address or location of any family violence project assisted under this Agreement and Continuum of Care program will not be made public, except with written authorization of the person responsible for the operation of such project;

C. Sub-recipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;

D. In the case of projects that provide housing or services to families, Sub-recipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;

E. Sub-recipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and

F. Subrecipient will provide information, such as data and reports, as required by HUD.

VI. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this agreement shall be directed to the following agreement representatives:

Grantee	Sub-recipient
Helen Glynn, Assistant Director Community Development PO Box 1139 211 Bridge Avenue Murfreesboro TN 37133-1139 615-890-4660 615-217-2260 – FAX HGlynn@murfreesborotn.gov	Geoffrey Parker Executive Director PO Box 332835 1423 Kensington Square Ct. Murfreesboro, TN 37133

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of the Act and the Rule, with 2 CFR 200 and with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent -contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

E. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City Manager, provided that any modification to the funding and / or budget line items for eligible costs must be approved by HUD prior to execution of any such amendment.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other Federal requirements. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

F. Payment Subject to Funds Availability.

This Sub-recipient Agreement is subject to the appropriation and availability of Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantee reserves the right to terminate this Sub-recipient Agreement upon written notice to the Sub-recipient. The Grantee's right to terminate this Sub-recipient Agreement due to lack of funds is not a breach of this Sub-recipient Agreement by the Grantee. Upon receipt of the written notice, the Sub-recipient shall cease all work associated with the Sub-recipient Agreement. Should such an event occur, the Sub-recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Sub-recipient shall have no right to recover from the Grantee any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

If the cost of the services in **Exhibits A, B and C** exceeds the Continuum of Care Program grant amount, Sub-recipient agrees to use its own financial resources to complete the Project.

G. Progress Reports

The Sub-recipient shall submit reports to the Grantee in the form, content, and frequency as required by the Grantee and the U.S. Department of Housing and Urban Development. The Grantee reserves the right to require the Sub-recipient to submit additional reports in the form, content, and frequency specified by the Grantee.

H. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

VIII. LAWS, ORDERS AND REGULATIONS INCORPORATED

The Sub-recipient agrees to comply and to ensure compliance by each of its employees and subcontractors with the Grantee's and HUD's administrative requirements for the Continuum of Care program, and with all federal, state and local laws, regulations, statutes, ordinances, administrative rules, building codes and executive orders applicable to the Continuum of Care Program assisted project and this Agreement.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this agreement to be effective as of the ___ day of _____, 2021.

CITY OF MURFREESBORO	Housing, Health and Human Services Alliance of Rutherford County (H3ARC)
_____	_____
SHANE McFARLAND, Mayor	Ericka Downing, Board Chair
Attest:	Attest:
_____	_____
MELISSA WRIGHT City Recorder	

Approved as to form:

_____
ADAM TUCKER, City Attorney

Approved by Murfreesboro City Council: _____ , 2021

EXHIBIT A

[Copy of Grant to follow]

EXHIBIT B
PLANNING GRANT PROJECT DESCRIPTION

PLANNING GRANT: TN-510 CoC Planning Application FY2019 TN0317L4J101900

PROJECT DESCRIPTION AS PROVIDED IN APPLICATION AND APPROVED BY HUD

***Total Application and any reference to the Project description, details, scope, and deliverables for the Project is Incorporated herein and made part of this Agreement.**

Project Description

1. Provide a description that addresses the entire scope of the proposed project and how the Collaborative Applicant will use grant funds to comply with the provisions of 24 CFR 578.7.

This project will continue to allow the City of Murfreesboro, the Collaborative Applicant for TN-510, to assist the Housing, Health and Human Services Alliance of Rutherford County (H3ARC), the deliberative body for TN-510, to expand and enhance: its current planning for the CoC, develop more formal decision making and operating standards for the CoC; to continue to develop and improve its coordinated entry system; improve its rating and ranking policies and procedures as well as its outreach and advocacy efforts to the entirety of Rutherford County. H3ARC has a full-time, paid Executive Director that is funded by the City of Murfreesboro General Fund and the Rutherford County General Fund through sub recipient agreements with H3ARC. The planning grant, if awarded, will allow Executive Director dedicate time to the coordination of activities, evaluating the outcomes of funded projects, monitoring and enforcing compliance of program requirements, improving the HUD application process for the CoC and coordinating a sheltered and unsheltered point-in-time count and other required data collection. An important goal of the organization is to work in conjunction with the City and the County to create a system for coordinated service provision and improved collaboration and coordination of services among member agencies, developing community will and funding sources for these efforts, completing a transition of the collaborative applicant to H3ARC staff, streamlining rating and ranking process and supporting the transitions in HMIS and other policies through monitoring.

2. Describe the estimated schedule for the proposed activities, the management plan, and the method for assuring effective and timely completion of all work.

Completing the project will be the responsibility of H3ARC's Executive Director. The Executive Director will have direct supervision of any additional H3ARC personnel. The Director will report monthly to the H3ARC Executive Committee, quarterly

to the Murfreesboro City Council, Rutherford County Commission, and the H3ARC General Membership to assure effective and timely completion of all work. Project work will be conducted throughout the term of the grant agreement with HUD. Planning activities will include quarterly meetings with current projects to evaluate progress towards system performance measures, provide connections to community resources, and technical assistance. In November, the executive director and planning personnel will work with the service delivery committee to assist with carrying out the Housing Inventory Count (HIC) and January Point in Time (PIT) count. Throughout the year, policies and procedures will be reviewed to assist with compliance of HUD requirements and to prepare for the CoC application. Beginning with the April quarterly meeting of H3ARC, technical assistance will be provided to community partners who previously have not applied during the CoC competition period, but who provide services that will best meet the needs of our communities priorities, and increase efficiency of our system. The presence of planning staff will allow our CoC to go into the next CoC application period with more community input and collaboration, and a stronger plan and vision for a stronger system including a strong coordinated entry system, effective supportive services, strong data, and successful outcomes throughout our homeless system.

3. How will the requested funds improve or maintain the CoC's ability to evaluate the outcome of CoC and ESG projects?

H3ARC has been from its inception an association of organizations led by volunteers from member agencies-all with their own jobs and many representing agencies with CoC or ESG projects of their own. This planning grant will allow the H3ARC to hire part time staff to devote the needed time to the above mentioned tasks covered in 24 CFR 578.39. Staff will be able to meet quarterly with projects to assist with technical assistance, resource navigation, and the collection of data related to project and community goals and priorities. Another expected outcome of building a stronger infrastructure if for H3ARC to position itself to assume Collaborative Applicant status from the City of Murfreesboro.

4. How will the planning activities continue beyond the expiration of HUD financial assistance?

The development and enhancement of Policies and Procedures through the funds provided by this grant will continue to guide the work of H3ARC and TN-510 after the grant ends.

EXHIBIT C

PLANNING GRANT: TN-510 CoC Planning Application FY2019 TN0317L4J101900

BUDGET AS PROVIDED IN APPLICATION AND APPROVED BY HUD
***Total Application and Any Reference Of Budget Funds to include Match Funding for the Project is Incorporated Herein and Made Part of This Agreement.**

Funding Request

1. Will it be feasible for the project to be under grant agreement by September 30, 2021? Yes
2. Does this project propose to allocate funds according to an indirect cost rate? No
3. Select a grant term: 1 Year

A description must be entered for Quantity. Any costs without a Quantity description will be removed from the budget.

Eligible Costs:	Quantity AND Description (max 400 characters)	Annual Assistance Requested (Applicant)
1. Coordination Activities	For H3ARC staff salary plus benefits	$5,000
2. Project Evaluation	For H3ARC staff salary plus benefits	$3,000
3. Project Monitoring Activities	For H3ARC staff salary plus benefits	$2,000
4. Participation in the Consolidated Plan		$0
5. CoC Application Activities	For H3ARC staff salary plus benefits	$3,000
6. Determining Geographical Area to Be Served by the CoC		$0
7. Developing a CoC System	H3ARC staff training, travel, supplies	$2,541
8. HUD Compliance Activities	H3ARC staff salary plus benefits	$3,000
Total Costs Requested		$18,541
Cash Match		$20,000
In-Kind Match		$2,500
Total Match		$22,500
Total Budget		$41,041

EXHIBIT D

Sources of Match

The following list summarizes the funds that will be used as Match for the project. To add a Matching source to the list, select the icon. To view or update a Matching source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	$20,000
Total Value of In-Kind Commitments:	$2,500
Total Value of All Commitments:	$40,000

1. Does this project generate program income as described in 24 CFR 578.97 that will be used as Match for this grant? No

Match	Type	Source	Contributor	Date of Commitment	Value of Commitments
Yes	Cash	Government	Rutherford County	06/26/2019	$10,000
Yes	In-Kind	Private	Volunteer Hours of Board Members	10/03/2019	$12,500

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Chaffin Place Improvements – Professional Services Agreement

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Design contract for Chaffin Place improvements near Old Fort Parkway.

Staff Recommendation

Approve design contract with Energy Land and Infrastructure LLC (ELI), in the amount of $112,360 subject to approval by the City Attorney.

Background Information

Staff requested a proposal from ELI for a preliminary and final design for roadway improvements of Chaffin Place near the intersection of Old Fort Parkway. This design will include the widening of Chaffin Place from a four to five-lane curb and gutter section. Also incorporated within this project are signal improvements that will align with planned upgrades along Old Fort Parkway.

Council Priorities Served

Expand Infrastructure

Improvements to this intersection will increase capacity and help traffic flow to alleviate congestion in this highly developed area.

Fiscal Impact

Project costs, including the design work of $112,360, will come from the 2022 CIP funds.

Attachments

Professional Services Contract from Energy, Land, and Infrastructure, LLC.

ENERGY LAND & INFRASTRUCTURE

ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL

February 25, 2021

Chris Griffith
Executive Director of Public Works
City of Murfreesboro
111 W. Vine Street
Murfreesboro TN, 37130

Re: Professional Services Agreement – Chaffin Place Improvements

Dear Mr. Griffith,

Energy Land & Infrastructure, LLC (ELI-LLC) is pleased to offer the following Professional Services Agreement for professional services required for the Chaffin Place improvements and signal modifications near Old Fort Parkway in City of Murfreesboro (Murfreesboro), TN.

ELI-LLC proposed to conduct these professional services at an hourly rate not to exceed **$112,360.00**.

Task/Phase	Amount
Survey and Preliminary Design	$49,698.00
Final Design	$36,144.00
Contract Documents/Specs	$4,518.00
Signal Modifications	$15,000.00
Permit Fees	$1,000.00
ROW Exhibits and Descriptions	$6,000.00
Total	$112,360.00

We appreciate the opportunity to provide this proposed Agreement to you. If you agree to its terms, please sign and return a copy of the attached "Standard Form of Agreement Between Owner and Engineer for Professional Services".

Warmest regards,

ENERGY LAND & INFRASTRUCTURE, LLC

Jay W. Bradley

Jay W. Bradley, PE

Attachments

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

WHEN
"STUDY AND REPORT PHASE" ARE DELETED AND
"RESIDENT PROJECT REPRESENTATION" IS PROVIDED BY OWNER

THIS IS AN AGREEMENT made as of _____, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and Energy Land and Infrastructure, LLC., (ENGINEER).

OWNER intends to secure professional services for the survey, preliminary and final design, signal modifications, right-of-way exhibit and descriptions and the development of contract documents for the Chaffin Place Improvement and Signal Modifications near Old Fort Parkway in the City of Murfreesboro, TN (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1
BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil~~, structural, mechanical and electrical~~ engineering services ~~and customary architectural services~~ incidental hereto.

~~1.2 Study and Report Phase~~
~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data:~~
~~1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will~~ be ~~accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized; Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by~~

~~others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."~~

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

~~1.2A Environmental Assessment~~

~~1.2A.1 Modified Transaction Screen~~

~~A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.~~

~~1.2A.2 Phase I Archeological Survey~~

~~A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.3 Ecological Survey~~

~~An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.4 Wetland Delineation Study~~

~~A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation shall be based on funding sources and findings of the Report.~~

~~1.2A.5 Geotechnical Survey~~

~~A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.~~

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications ~~(which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute)~~.

1.4.2 Provide technical criteria, written descriptions and design data for ~~OWNER's~~ use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are available as part of the Agreement should the OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused

by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Biding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

~~1.6 Construction Phase~~
~~During the Construction Phase:~~

~~1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract, C-700 (20013 ed.) of the Engineer's Joint Contract Documents Committees said the Standard General Conditions document is amended by Owner. The extent and limitations of the duties, responsibilities and authority of ENGINEER are provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. OWNER will issue instructions to Contractor(s) through ENGINEER or inform ENGINEER of instructions issued to Contractor(s) and ENGINEER will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions, as modified in wiring~~

~~1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:~~

~~1.6.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones~~

and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. ENGINEER will be OWNER's agent under OWNER's supervision

1.6.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. As OWNERS's representative, ENGINEER shall have authority, upon prior approval by OWNER, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9 Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work,

ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.

1.6.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

~~1.7 Operational Phase~~

~~During the Operational Phase, ENGINEER shall, when requested by OWNER:~~

~~1.7.1 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

~~1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

~~1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.~~

~~The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."~~

SECTION 2
ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, ~~mechanical and electrical~~ engineering~~ and customary architectural~~ design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services

in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8 ~~If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs ~~1.2.3~~ and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

(See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specification occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3
OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 City Engineer shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

~~3.4.4 property, boundary, easement, right-of-way, topographic, and utility surveys;~~

~~3.4.5 property descriptions;~~

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

~~3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.~~

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER ~~and the Resident Project Representative (and any assistants)~~ will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for

coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4
PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 [Reserved]

4.3 Upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the ~~Study and Report Phase~~, Preliminary Design Phase and Final Design Phase shall each be considered complete ~~at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project~~ as defined in Exhibit A Section 4.

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of

separate prime contracts if the Project involves more than one prime contract.

4.8 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2 If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4. through 4.10, inclusive, will be modified accordingly.

SECTION 5
PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning ~~and Study Report Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1A For Basic Design Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
T.B.D.

5.1.1.1A One Prime Contract. If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed **$112,360.00**. This amount does not include utility designs, which be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost plus or incentive savings provisions for the Contractor's basic compensation, an amount equal to _ % of the Construction Cost for such services.~~

5.1.1.2 ~~Several Prime Contracts. If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be~~

added to the aforementioned not to exceed amount. of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operation Phase services furnished under paragraph 1.7); but, if any prime contract contains cost plus or incentive savings provisions for Contractor's basic compensation, ____ % of the Construction Cost for such services.

5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1., on the basis of Salary Costs times a factor of _____ for services rendered by principals and employees assigned to resident Project representation.

5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of _____ for services rendered by principals and employees engaged directly on the Project.

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule Salary Costs times a factor of 2.75.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of $1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.

5.1.4.2 For work designed or specified but not constructed, the lowest *bona fide* bid received from a qualified bidder for such work; or, if the work is not bid, the lowest *bona fide* negotiated proposal for such work.

5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon hours worked on the Project at the hourly rates in Section 8.4. ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall pay ENGINEER upon its statement with 30 days, provided the statement are in proper order and all supporting documentation has been provided to OWNER.

5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount,

~~if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.~~

~~*Phase*~~	~~*Percentage*~~
~~Study and Report~~	~~NA~~
~~Preliminary Design~~	~~35%~~
~~Final Design~~	~~40%~~
~~Bidding or Negotiating~~	~~5%~~
~~Construction~~	~~20%~~
~~Operational~~	~~NA~~
	~~100%~~

5.3 Other Provisions Concerning Payments

5.3.1 [Reserved].

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses, ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4. Salary Costs used as a basis for payment mean the fees specified in Section 8.4

5.4.2 Reimbursable Expenses mean the actual, reasonable expenses, if authorized in advance by OWNER, incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section l.

SECTION 6
CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

6.2 Opinions of Cost

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Costs

provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will determine, with advise and consent of OWNER types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2. If the lowest responsible proposal or bid exceeds the established Construction Cost limit OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent, or character to the extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3", ENGINEER shall modify the Contract Documents necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its fees and Reimbursable Expenses for such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the rejected bid.

SECTION 7
GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. OWNER may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five days written notice, which notice will direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, OWNER will pay ENGINEER all fees and Reimbursable Expenses incurred to date of termination.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project.. Any reuse without written verification or adaption by ENGINEER for

the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall by only to the extent allowed by law, indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of $1,000,000 in errors and omissions insurance.

7.4 Controlling Law

This Agreement is to be governed by the laws of the State of Tennessee.

7.5 Successors and Assigns

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution

If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

SECTION 8
EXHIBITS AND SPECIAL PROVISIONS

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of three pages.

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of six pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of four pages.

~~8.1.4 Exhibit D, "Special Provisions," consisting of __ pages.~~

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the

purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, during the term of the Agreement the maximum billing rates shall be as follows:

Principal Engineer	$195.00/hour
Senior Project Manager	$170.00/hour
Project Manager	$150.00/hour
Senior Engineer	$145.00/hour
Project Engineer	$125.00/hour
Senior Designer	$115.00/hour
Engineering EIT	$100.00/hour
Design CADD Technician	$100.00/hour
Drafting Technician	$75.00/hour
Registered Surveyor	$120.00/hour
Survey Technician	$80.00/hour
2-Man Survey Crew	$120.00/hour
3-Man Survey Crew	$145.00/hour
Technical/Clerical Support	$60.00/hour

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:	ENGINEER:
CITY OF MURFREESBORO	**ENERGY LAND AND INFRASTRUCTURE, LLC.**
By: _____	By: _____
Title: _____	Title:
Address for giving notice: Engineering Department City of Murfreesboro P.O. Box 1139 Murfreesboro, Tennessee 37133-1139	Address for giving notice: 745 South Church, Suite 805 Murfreesboro, Tennessee 37130 Phone

APPROVED AS TO FORM:

_____
Attorney for the City of Murfreesboro, Tennessee

EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, between the City of Murfreesboro, Tennessee, (OWNER) and ELI, Inc. (ENGINEER), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

2. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

3. The Basic Services relating to **surveying** and included in the Basic Services fee shall include a topographic survey with reference points, control traverses, bench marks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.

4. As part of the **Preliminary Design Phase**, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the proposed horizontal alignment, preliminary profile, right-of-way, property lines, and necessary cross drains. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

   The Project will be designed in one phase. Phase 1 (Roadway and Bridge Improvements) is defined as at the northeast corner of North Thompson Lane and Robert Rose Drive in Murfreesboro, TN.

   Phase 1: The Preliminary Design Phase Services will be completed, and ENGINEER's documentation and opinion of costs submitted within 180 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 14-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the **Final Design Phase**, ENGINEER shall prepare construction documents. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER. These drawings will show the proposed horizontal alignment, proposed profile, right-of-way, property lines, and necessary storm drainage design for the roadway. The drawings will also include the proposed improvements to the existing box culvert and related storm drainage system within the project area.

Phase 1: The Final Design Phase Services will be completed, and ENGINEER's opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

Develop legal descriptions, sketches, and any field staking related to the ROW acquisition.

Develop NOI and SWPPP and submit to State for approval.

~~6. Section 1.5, **Bidding or Negotiation Phase**, is modified as follows:~~

~~The ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents. Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.~~

~~7. Section 1.6, Construction is modified as follows:~~

~~Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. It shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.~~

~~8. Section 1.7, Operational Phase, is modified as follows:~~

~~Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.~~

APPENDIX 1 TO EXHIBIT A

The following tasks are excluded from the basic engineering services, but may be provided as additional services if requested by the City:

A. Tree survey or landscape design.
B. Traffic study.
C. Offsite Road or Offsite Infrastructure Improvements.
D. Utility Relocation, Extensions or Evaluations. Design of relocations could be provided as additional services.
E. Flood Study (FEMA) or Drainage Study. The project area is within the FEMA floodplain. Drainage design for this project will be limited to any new construction.
F. Electrical Design for supply or lighting, or lighting design (Except for coordination as outlined above)
G. Environmental Permitting, detailed assessment, or Mitigation. Initial review of the project area indicates that there are no streams or wetlands in the project area. ELI staff will make a site visit to confirm conditions during the preliminary phase of work.
H. Public Meetings or Hearings. No public meetings or hearings are expected. Project meetings with City staff are included.
I. Construction Layout / Staking. Survey control for the Contractor or requested survey during construction may be provided as additional services.
J. Construction Administration / Inspection

EXHIBIT B BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.6.2.1 and 1.6.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

B6.01 *Project Manager*

A. ENGINEER shall furnish a Project Manager ("PM") to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER's advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER's existing staff. The PM as defined in this Exhibit B.

~~B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:~~

- ~~Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.~~
- ~~Maximize continued pro-active planning during construction to reduce problems during execution.~~
- ~~Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.~~
- ~~Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.~~
- ~~Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.~~
- ~~Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.~~
- ~~Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.~~
- ~~Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.~~

~~Project Manager, shall not supervise, direct, or have control over the Contractor's Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques,~~

sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
    a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

    b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.

    c. Coordinate with the local utility providers when the following tests are required:
        i. Low Pressure Air Testing of Sanitary Sewer
        ii. Infiltration/Exfiltration Testing
        iii. Manhole Vacuum Testing

5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Reports:*

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

9. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

10. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Project Manager shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

6. Authorize OWNER to occupy the Project in whole or in part.

~~Scope of Services for Providing Record Survey~~

~~Paragraph 1.7.5 & 2.1.11 of the Agreement is hereby amended and supplemented to include the following agreement of the parties:~~

~~B6.03 Record Surveying Services~~

~~A. ENGINEER shall provide the following surveying services to establish Record drawings for Robert Rose Drive Improvement. The surveying services under this Exhibit B will provide services to the following degree, inasmuch as the estimated time for providing these services as defined within Appendix 1 of this Exhibit is not exceeded:~~

~~a. Horizontal and Vertical control loops providing accurate horizontal and vertical control data for construction as requested.~~
~~b. Record Drawings of Roadway for Utilities providing an accurate representation of actual placement of utilities after construction operations.~~

~~B. The duties and responsibilities of the surveyors are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents. The Record survey shall consist of the following attributes:~~

~~a. Potable Water Main – horizontal location and elevation of top of nut on bonnet of valves. All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.~~
~~b. Sanitary Sewer – horizontal location of manholes and inverts of pipe; location of any sanitary sewer service cleanouts.~~
~~c. Storm Sewer – horizontal location of manholes, inlets and junctions and inverts of pipe.~~
~~d. Underground Electrical/Telephone/Cable – horizontal location of conduit bank will be based on input from project walk-through with project superintendent.~~
~~e. Overhead Electric/Telephone/Cable – horizontal location of pole line.~~
~~f. Natural Gas Mains – All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.~~

~~C. The Record survey **shall not consist** of the following attributes unless directed by Owner to capture said attributes:~~

~~a. Sub-grade elevations within the cross-section of the proposed roadway.~~
~~b. Curb line horizontal or vertical locations.~~
~~c. Final topographic elevations of roadway after serving its intended use.~~

APPENDIX 1 TO EXHIBIT B

CIVIL ENGINEERING AND LAND SURVEYING
HOURLY RATE SCHEDULE

Principal Engineer	$195.00/hour
Senior Project Manager	$170.00/hour
Project Manager	$150.00/hour
Senior Engineer	$145.00/hour
Project Engineer	$120.00/hour
Senior Designer	$115.00/hour
Engineering EIT	$100.00/hour
Design CADD Technician	$100.00/hour
Drafting Technician	$75.00/hour
Registered Surveyor	$120.00/hour
Survey Technician	$80.00/hour
2-Man Survey Crew	$120.00/hour
3-Man Survey Crew	$145.00/hour
Technical/Clerical Support	$60.00/hour

EXHIBIT C

DISPUTE RESOLUTION

DISPUTE RESOLUTION PROCEDURES

1. Disputes

1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.

1.2 ENGINEER and the OWNER will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.

1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.

1.4 The parties must:

a. Attempt to resolve all Disputes promptly, equitably and in a good faith manner, and

b. Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

1.5 With respect to matters concerning Change Orders for modification of the GMP or Project Schedule, ENGINEER must first follow the provisions of any Claim procedure established by the ENGINEER Agreement before seeking relief under these Procedures.

2. Arbitration

2.1 Except as provided in Section 5 hereof, any Dispute that has not been resolved by negotiation will be decided by binding arbitration conducted in accordance with the Construction Industry Rules of the AAA; provided however, the matter will not be submitted to the AAA for administration.

a. The matter will be heard by an arbitrator who has 10 or more years of experience handling construction litigation matters in Rutherford, Davidson, or Williamson counties (the "Arbitrator").

b. The parties will agree upon the Arbitrator within five days of the Notice.

c If the parties are unable to agree, each party will exchange within 10 days of the Notice a list of five attorneys qualified as set forth in Section 2.1(a). The OWNER will compare lists and a name that first appears on the OWNER's list that also appears on the ENGINEER's list will serve as the Arbitrator. If not name appears on both lists, the two attorneys first appearing on each list will select a third qualified attorney to serve as the Arbitrator.

2.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.

2.3 In connection with such arbitration, each Party is entitled to conduct not more than five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.

2.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.

2.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").

a. Each Party's Proposed Resolution must be fully dispositive of the dispute.

b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.

c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.

d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.

e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.

f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.

3. **Continuing Work** Unless otherwise agreed to in writing, ENGINEER must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the OWNER will continue to make payment to ENGINEER in accordance with the ENGINEER Agreement.

4. **Exceptions**

4.1 Neither the OWNER nor ENGINEER are not be required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the OWNER and ENGINEER.

4.2 The OWNER or ENGINEER may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is

enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the OWNER for permitting, the excise of governmental police powers for the benefit of public health, safety, and welfare, or other actions taken in the OWNER's regulatory capacity.

4.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Acquisition of Right of Way and Easements for Warrior Drive

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Acquisition of property for the Warrior Dr. Widening project at New Salem Highway.

Staff Recommendation

Approve funding for the acquisition of right of way and easements.

Background Information

A combination of right of way and utility easements are required from three total parcels for the Warrior Drive intersection project. Using the estimated assessed values, the cost of acquired ROW and easements is estimated to be approximately $24,500 from three parcels which includes one parcel being donated.

The attached table includes the current status of ROW acquisition and the negotiated or estimated assessed values. Of the three properties, the City has reached an agreement with the Houseman and Kimbro Brothers Properties. No agreement has been reached with the Y-Group property to date. If an agreement is not able to be reached with the Y-Group, staff recommends proceeding with condemnation after appraising the property and depositing the appraised value into court.

Council Priorities Served

Expand infrastructure

Improvement of City streets enhances the function and safety of the City's roadway system.

Fiscal Impact

The cost associated with the acquisitions for this project, estimated to be $24,500, will paid by the allocated project funds as show in the 2019 CIP Budget.

Attachments

Table of ROW and easements needed for the Warrior Dr. intersection.

City of MURFREESBORO TENNESSEE

Warrior Dr. Widening Project

Right of Way Acquisition Table				
Parcel	**Owner**	**Description**	**Negotiated**	**Estimated/Assessed Value**
Map 102 Parcel 39.02	Kimbro Brothers Equities	ROW, Public Utility Easement, and Sidewalk Easement	Yes	Donated
Map 102 Parcel 39.03	Patricia A. Houseman	ROW, and Public Utility Easement	Yes	$19,500
Map 102 Parcel 39.08	The Y Group L.L.C.	ROW and Public Utility Easement	No	$5,000
			Total	$24,500

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Final Change Order for Robert Rose Drive-Right Turn Lane

Department: Engineering

Presented by: Chris Griffith - Executive Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Final Change Order to reflect actual work performed and final contract amount.

Staff Recommendation

Approve the final change order with Bell and Associates.

Background Information

The Robert Rose Drive right turn lane extends from Thompson Lane back approximately 700 feet and includes ADA and signal improvements within the project. Bell and Associates submitted the low bid in the amount of $1,208,196 and was awarded the contract in December 2019.

The project had several delays that included utility conflicts as well as workforce reductions due to the pandemic. It was agreed upon between the City and contractor to extend the contract time 90 days from original completion date. Also, during construction actual quantities used varied based on actual field conditions. A detailed list of the increased and decreased construction items as well as a time extension request is included in the Final Change Order attached for your review.

Council Priorities Served

Expand infrastructure

Improvement of City streets enhances the safety, traffic flow, and livability for motorists and pedestrians within the City.

Fiscal Impact

The construction cost increased from $1,208,196 to $1,256,877, amounting to a $48,681 change order. This increase can be accommodated by the funds allocated for this project that were within the 2019 CIP Budget.

Attachments

Robert Rose Drive right turn lane Final Summary Change Order.

CONTRACT CHANGE ORDER		Order No. Final
Contract For: **Robert Rose Turn Lane** **Murfreesboro, TN**		Date: 12/14/20 State: Tennessee County: Rutherford
Owner	**City of Murfreesboro**	
Contractor	**Bell and Associates Construction**	
Description of Changes	DECREASE In Contract Price	INCREASE In contract Price
ITEMS TO BE REMOVED *(See Attached Detail)*	$ 135,333.25	
ITEMS TO BE ADDED & OVERRIDDEN *(See Attached Detail)*		$ 184,014.28
Totals	$ 135,333.25	$ 184,014.28
Net Change In Contract Price		$ 48,681.03
Justification: 1.		
Original Contract Amount:		$ 1,208,195.70
The Amount of the Contract Will Be Changed by this Change Order:		$ 48,681.03
Change by Previous Change Order No. 1:		$ 0.00
The Contract Total Including this and Previous Change Orders Will be:		$ 1,256,876.73
Notice to Proceed Date		March 25, 2020
Contract Start Date		March 25, 2020
Contracted Consecutive Calendar Days		180
Original Contracted Completion Date		September 21, 2020
The Contract Period Provided for Completion Will be (Changed) by this change order by: Days		90
Contract Period Changed by Previous Change Orders: (Days)		0
Revised Contracted Date of Completion		December 20, 2020
This document will become a supplement to the contract and all provisions will apply hereto:		
Requested (Owner) Chris Griffith – Exec. Dir. Of Public Works, City of Murfreesboro		(Date)
Recommended (Owner's Architect/Engineer) Jay W. Bradley, Energy Land & Infrastructure		(Date) 03-16-21
Accepted (Contractor) Matt Touloeisani, Bell and Associates		(Date) 03/16/2021
This information will be used as a record of any changes to the original construction contract		

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER:
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

PROJECT:
Robert Rose Turn Lane

APPLICATION NO: *8*
USED FOR FINAL CHANGE ORDER

PERIOD TO: *December 15, 2020*

PROJECT NOS: *219320*

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Bell & Associates Construction, LP
PO Box 363
Brentwood, TN 37024

VIA ARCHITECT:
Energy Land & Infrastructure
745 S. Church Street, Suite 805
Murfreesboro, TN 37130

CONTRACT FOR: *$1,208,195.70*

CONTRACT DATE: *December 19, 2019*

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,208,195.70
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,208,195.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,256,876.73
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,256,876.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 903,668.18
8. CURRENT PAYMENT DUE		$ 353,208.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ (48,681.03)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	
Total approved this Month	$0.00	
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor and City Representative certifies that to the best of their knowledge, completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates of Payment were issured and payments received from the Owner, and that current payment shown herein is now due.

CITY REPRESENTATIVE:

By: _____ Date: _____

CONTRACTOR:

By: _____ Date: 12/07/20

State of: TN County of: Davidson
Subscribed and sworn to before me this 7th day of December, 2020
Notary Public: Cynthia Maxwell
My Commission expires: 11/8/21

Cynthia Maxwell
State of Tennessee Notary Public
Davidson County

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 353,208.55

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Jayce Bradley Date: 12.14.20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

James M. Hart 12/8/2020

CONTINUATION SHEET

AIA DOCUMENT G703 PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 12/7/2020
PERIOD TO: December 15, 2020
ARCHITECT'S PROJECT NO: Robert Rose Turn Lanes

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
105-01	CONSTRUCTION STAKES, LINES AND GRADES	$ 25,000.00	$ 22,500.00	$ 2,500.00		$ 25,000.00	100.00%		$0.00
201-01	CLEARING AND GRUBBING	$ 33,000.00	$ 33,000.00	$ -		$ 33,000.00	100.00%		$0.00
201-07.01	REMOVAL AND DISPOSAL OF BRUSH AND TREES	$ 15,000.00	$ 15,000.00	$ -		$ 15,000.00	100.00%		$0.00
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	$ 3,480.00	$ 3,587.30	$ -		$ 3,587.30	103.08%	($107.30)	$0.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	$ 250.00	$ -	$ 250.00		$ 250.00	100.00%		$0.00
202-08.15	REMOVAL OF CURB & GUTTER	$ 4,428.00	$ 3,888.00	$ -		$ 3,888.00	87.80%	$540.00	$0.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	$ 22,680.00	$ 22,680.00	$ -		$ 22,680.00	100.00%		$0.00
203-02.02	BORROW EXCAVATION (GRADED SOLID ROCK)	$ 48,600.00	$ 27,123.60	$ -		$ 27,123.60	55.81%	$21,476.40	$0.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	$ 13,320.00	$ -	$ -		$ -		$13,320.00	
203-04	PLACING AND SPREADING TOPSOIL	$ 1,200.00	$ -	$ 1,200.00		$ 1,200.00	100.00%		$0.00
203-05	UNDERCUTTING	$ 23,400.00	$ -	$ -		$ -		$23,400.00	
203-06	WATER	$ 340.00	$ -	$ -		$ -		$340.00	
203-07	FURNISHING & SPREADING TOPSOIL	$ 12,000.00	$ 2,400.00	$ 9,600.00		$ 12,000.00	100.00%		$0.00
209-05	SEDIMENT REMOVAL	$ 600.00	$ -	$ -		$ -		$600.00	
209-08.09	FILTER SOCK CHECK DAM	$ 750.00	$ 500.00	$ -		$ 500.00	66.67%	$250.00	$0.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	$ 38,378.00	$ 21,526.40	$ 1,351.60		$ 22,878.00	59.61%	$15,500.00	$0.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	$ 2,400.00	$ 8,430.00	$ -		$ 8,430.00	351.25%	($6,030.00)	$0.00
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	$ 23,400.00	$ -	$ 23,693.40		$ 23,693.40	101.25%	($293.40)	$0.00
307-02.07	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B	$ 20,350.00	$ 9,775.70	$ 16,918.00		$ 26,693.70	131.17%	($6,343.70)	$0.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	$ 2,640.00	$ -	$ -		$ -		$2,640.00	
402-02	AGGREGATE FOR COVER MATERIAL (PC)	$ 671.00	$ -	$ -		$ -		$671.00	
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	$ 2,175.00	$ -	$ 2,175.00		$ 2,175.00	100.00%		$0.00
407-02.14	ASPHALT PAVEMENT REPAIR	$ 3,200.00	$ -	$ 3,200.00		$ 3,200.00	100.00%		$0.00
411-02.10	ACS MIX (PG70-22) GRADING D	$ 55,970.00	$ -	$ 81,487.10		$ 81,487.10	145.59%	($25,517.10)	$0.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	$ 19,220.00	$ -	$ 24,500.00		$ 24,500.00	127.47%	($5,280.00)	$0.00
604-02.01	CLASS A CONCRETE (BOX BRIDGES)	$ 82,600.00	$ 90,300.00	$ 2,100.00		$ 92,400.00	111.86%	($9,800.00)	$0.00
604-02.02	STEEL BAR REINFORCEMENT (BOX BRIDGES)	$ 20,850.00	$ 23,724.00	$ -		$ 23,724.00	113.78%	($2,874.00)	$0.00
604-07.01	RETAINING WALL (WALL #1)	$ 94,820.00	$ 94,820.00	$ -		$ 94,820.00	100.00%		$0.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	$ 5,400.00	$ 2,880.00	$ -		$ 2,880.00	53.33%	$2,520.00	$0.00
611-09.02	REWORK CATCHBASIN	$ 3,000.00	$ 9,000.00	$ 3,000.00		$ 12,000.00	400.00%	($9,000.00)	$0.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	$ 15,000.00	$ 15,000.00	$ -		$ 15,000.00	100.00%		$0.00
620-05	CONCRETE PARAPET WITH STRUCTURAL TUBING	$ 36,500.00	$ 32,850.00	$ 3,650.00		$ 36,500.00	100.00%		$0.00
701-01.01	CONCRETE SIDEWALK (4")	$ 29,260.00	$ -	$ 34,100.50		$ 34,100.50	116.54%	($4,840.50)	$0.00
701-02	CONCRETE DRIVEWAY	$ 4,180.00	$ -	$ 7,799.00		$ 7,799.00	186.58%	($3,619.00)	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 12/7/2020
PERIOD TO: December 15, 2020
ARCHITECT'S PROJECT NO: Robert Rose Turn Lanes

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
701-02.01	CONCRETE CURB RAMP (RETROFIT)	$ 16,830.00	$ -	$ 18,942.00		$ 18,942.00	112.55%	($2,112.00)	$0.00
701-02.03	CONCRETE CURB RAMP	$ 3,960.00	$ -	$ 3,960.00		$ 3,960.00	100.00%		$0.00
702-01.01	EXTRUDED SLOPING CURB	$ 1,292.00	$ -	$ 5,474.00		$ 5,474.00	423.68%	($4,182.00)	$0.00
702-01	CONCRETE CURB	$ 4,400.00	$ -	$ 6,600.00		$ 6,600.00	150.00%	($2,200.00)	$0.00
702-03	CONCRETE COMBINED CURB & GUTTER	$ 25,650.00	$ 30,096.00	$ 2,462.40		$ 32,558.40	126.93%	($6,908.40)	$0.00
705-02.02	SINGLE GUARDRAIL (TYPE 2)	$ 312.00	$ -	$ 312.00		$ 312.00	100.00%		$0.00
706-01	GUARDRAIL REMOVED	$ 880.00	$ 1,124.00	$ -		$ 1,124.00	127.73%	($244.00)	$0.00
706-10.26	ROUNDED END ELEMENT	$ 600.00	$ -	$ 600.00		$ 600.00	100.00%		$0.00
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	$ 2,400.00	$ 606.00	$ -		$ 606.00	25.25%	$1,794.00	$0.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	$ 6,350.00	$ 5,421.00	$ -		$ 5,421.00	85.37%	$929.00	$0.00
712-01	TRAFFIC CONTROL	$ 30,000.00	$ 30,000.00	$ -		$ 30,000.00	100.00%		$0.00
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	$ 48,000.00	$ 27,100.00	$ -		$ 27,100.00	56.46%	$20,900.00	$0.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	$ 2,660.00	$ 2,128.00	$ -		$ 2,128.00	80.00%	$532.00	$0.00
712-05.01	WARNING LIGHTS (TYPE A)	$ 2,660.00	$ 1,672.00	$ -		$ 1,672.00	62.86%	$988.00	$0.00
712-06	SIGNS (CONSTRUCTION)	$ 616.00	$ 1,352.00	$ 768.00		$ 2,120.00	344.16%	($1,504.00)	$0.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	$ 4,872.00	$ 2,352.00	$ -		$ 2,352.00	48.28%	$2,520.00	$0.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	$ 276.00	$ -	$ 173.28		$ 173.28	62.78%	$102.72	$0.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	$ 102.00	$ -	$ 97.07		$ 97.07	95.17%	$4.93	$0.00
713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	$ 330.00	$ -	$ -		$ -		$330.00	
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	$ 13,000.00	$ 13,000.00	$ -		$ 13,000.00	100.00%		$0.00
716-02.01	PLASTIC PAVEMENT MARKING (4" LINE)	$ 5,500.00	$ -	$ 2,238.50		$ 2,238.50	40.70%	$3,261.50	$0.00
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	$ 605.50	$ -	$ 574.00		$ 574.00	94.80%	$31.50	$0.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS- WALK)	$ 1,088.00	$ -	$ 2,026.40		$ 2,026.40	186.25%	($938.40)	$0.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	$ 3,894.00	$ -	$ 550.00		$ 550.00	14.12%	$3,344.00	$0.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	$ 2,700.00	$ -	$ 3,510.00		$ 3,510.00	130.00%	($810.00)	$0.00
716-02.10	PLASTIC PAVEMENT MARKING (6" LINE)	$ 1,460.80	$ -	$ 1,339.80		$ 1,339.80	91.72%	$121.00	$0.00
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	$ 324.00	$ -	$ 243.00		$ 243.00	75.00%	$81.00	$0.00
716-04.15	PLASTIC PAVEMENT MARKING-BIKE SYMBOL/ARROW	$ 1,650.00	$ -	$ 1,650.00		$ 1,650.00	100.00%		$0.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	$ 2,700.00	$ -	$ 3,510.00		$ 3,510.00	130.00%	($810.00)	$0.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	$ 6,448.00	$ -	$ 260.00		$ 260.00	4.03%	$6,188.00	$0.00
717-01	MOBILIZATION	$ 60,000.00	$ 60,000.00	$ -		$ 60,000.00	100.00%		$0.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	$ 319.00	$ 145.20	$ -		$ 145.20	45.52%	$173.80	$0.00
740-11.02	TEMPORARY SEDIMENT TUBE 12IN (SLOPES/CATCH BASINS)	$ 422.40	$ 363.00	$ -		$ 363.00	85.94%	$59.40	$0.00
801-01	SEEDING (WITH MULCH)	$ 560.00	$ -	$ -		$ -		$560.00	
801-03	WATER (SEEDING & SODDING)	$ 2,200.00	$ -	$ -		$ -		$2,200.00	

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CONTINUATION SHEET

AIA DOCUMENT G703 PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 12/7/2020
PERIOD TO: December 15, 2020
ARCHITECT'S PROJECT NO: Robert Rose Turn Lanes

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
803-01	SODDING (NEW SOD)	$ 23,535.00	$ -	$ 18,000.00		$ 18,000.00	76.48%	$5,535.00	$0.00
714-04.03	CONDUIT (2IN SCHEDULE 40 PVC)	$ 390.00	$ 910.00	$ -		$ 910.00	233.33%	($520.00)	$0.00
714-04.04	CONDUIT (4IN SCHEDULE 40 PVC)	$ 3,300.00	$ 11,440.00	$ -		$ 11,440.00	346.67%	($8,140.00)	$0.00
714-04.05	CONDUIT (5IN SCHEDULE 40 PVC)	$ 6,120.00	$ 6,120.00	$ -		$ 6,120.00	100.00%		$0.00
714-72.06	4IN RIGID CONDUIT	$ 1,000.00	$ 1,750.00	$ 3,000.00		$ 4,750.00	475.00%	($3,750.00)	$0.00
714-72.07	5IN RIGID CONDUIT	$ 1,500.00	$ 2,850.00	$ -		$ 2,850.00	190.00%	($1,350.00)	$0.00
730-01.91	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	$ 1,500.00	$ 1,500.00	$ -		$ 1,500.00	100.00%		$0.00
730-01.92	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	$ 1,500.00	$ -	$ 1,500.00		$ 1,500.00	100.00%		$0.00
730-03.25	PULL BOXES (PB1-24" X 36" X 18")	$ 2,600.00	$ 650.00	$ 3,900.00		$ 4,550.00	175.00%	($1,950.00)	$0.00
730-03.26	PULL BOXES (PB2-12" X 18" X 18")	$ 1,100.00	$ -	$ 1,650.00		$ 1,650.00	150.00%	($550.00)	$0.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	$ 1,822.50	$ 1,800.00	$ 150.00		$ 1,950.00	107.00%	($127.50)	$0.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	$ 2,065.50	$ 3,842.00	$ 170.00		$ 4,012.00	194.24%	($1,946.50)	$0.00
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	$ 1,000.00	$ -	$ -		$ -		$1,000.00	
730-12.02	CONDUIT 2" DIAMETER (PVC)	$ 450.00	$ 2,655.00	$ 360.00		$ 3,015.00	670.00%	($2,565.00)	$0.00
730-12.03	CONDUIT 3" DIAMETER (PVC)	$ 110.00	$ 4,235.00	$ -		$ 4,235.00	3850.00%	($4,125.00)	$0.00
730-12.04	CONDUIT 4" DIAMETER (PVC)	$ 2,275.00	$ 2,795.00	$ 130.00		$ 2,925.00	128.57%	($650.00)	$0.00
730-13.13	VEHICLE DETECTOR (TEMPORARY RADAR)	$ 45,000.00	$ 45,000.00	$ -		$ 45,000.00	100.00%		$0.00
730-14.02	SAW SLOT	$ 8,410.00	$ -	$ 10,170.00		$ 10,170.00	120.93%	($1,760.00)	$0.00
730-14.03	LOOP WIRE	$ 2,580.00	$ -	$ 2,940.00		$ 2,940.00	113.95%	($360.00)	$0.00
730-23.30	PEDESTRIAN POLE TYPE A (BLACK, INCLUDES FOUNDATION	$ 7,200.00	$ -	$ 14,400.00		$ 14,400.00	200.00%	($7,200.00)	$0.00
730-26.11	PEDESTRIAN SIGNAL HEAD, PUSHBUTTON & 15" SIGN	$ 5,200.00	$ -	$ 10,400.00		$ 10,400.00	200.00%	($5,200.00)	$0.00
790-50.03	1PH TRANSFORMER PAD (INSTALL ONLY)	$ 550.00	$ 1,100.00	$ -		$ 1,100.00	200.00%	($550.00)	$0.00
795-01.12	16IN DIP SLIP JOINT WATER LINE (CLASS 52)	$ 13,600.00	$ 13,897.50	$ -		$ 13,897.50	102.19%	($297.50)	$0.00
795-06.09	CONNECT TO 16IN WATER LINE (TS&V)	$ 60,000.00	$ 60,000.00	$ -		$ 60,000.00	100.00%		$0.00
795-06.39	CUT AND CAP 16IN WATER LINE	$ 3,000.00	$ 3,000.00	$ -		$ 3,000.00	100.00%		$0.00
795-13.01	DI FITTINGS (class 52)	$ 27,360.00	$ 52,397.28	$ -		$ 52,397.28	191.51%	($25,037.28)	$0.00
795-14.02	CLASS B CONCRETE	$ 11,000.00	$ 12,237.50	$ -		$ 12,237.50	111.25%	($1,237.50)	$0.00
795-15.10	30IN STEEL CASING PIPE OPEN CUT METHOD	$ 4,000.00	$ 3,000.00	$ -		$ 3,000.00	75.00%	$1,000.00	$0.00
797-05.01	8IN DIP GRAVITY SEWER 0FT-6FT DEPTH (CLASS 350)	$ 4,800.00	$ 2,560.00	$ -		$ 2,560.00	53.33%	$2,240.00	$0.00
797-05.02	8IN DIP GRAVITY SEWER 6FT-12FT DEPTH (CLASS 350)	$ 12,800.00	$ 14,800.00	$ -		$ 14,800.00	115.63%	($2,000.00)	$0.00
797-05.41	6IN DIP SERVICE LATERAL	$ 1,800.00	$ 1,620.00	$ -		$ 1,620.00	90.00%	$180.00	$0.00
797-06.90	OPEN CUT 16IN STEEL CASING PIPE	$ 2,000.00	$ 2,000.00	$ -		$ 2,000.00	100.00%		$0.00
797-07.04	48IN MANHOLE 8FT-10FT DEPTH	$ 8,000.00	$ 8,000.00	$ -		$ 8,000.00	100.00%		$0.00
797-07.05	48IN MANHOLE 10FT-12FT DEPTH	$ 10,000.00	$ 10,000.00	$ -		$ 10,000.00	100.00%		$0.00
797-07.62	MANHOLE MODIFICATION	$ 1,000.00	$ 3,000.00	$ -		$ 3,000.00	300.00%	($2,000.00)	$0.00

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797-10.02	CONNECT 8IN SEWER TO EXIST. MANHOLE	$ 3,000.00	$ 3,000.00	$ -		$ 3,000.00	100.00%		$0.00
797-10.06	CONNECT 6IN LATERAL TO SEWER LINE	$ 6,000.00	$ 6,000.00	$ -		$ 6,000.00	100.00%		$0.00
797-11.39	TV INSPECTION	$ 1,504.00	$ 1,504.00	$ -		$ 1,504.00	100.00%		$0.00
	ADDED ITEMS:								
730-10.02	MESSENGER CABLE - 1/4" DIAMETER	$ -	$ 595.20			$ 595.20		($595.20)	$0.00
730-14.01	SHIELDED DETECTOR CABLE	$ -	$ 5,065.50			$ 5,065.50		($5,065.50)	$0.00
721-01.06	IRRIGATION SYSTEM (REPAIR)	$ -		13,624		$ 13,623.50		($13,623.50)	$0.00
	GRAND TOTALS	$ 1,208,195.70	$ 903,668.18	$ 353,208.55	$0.00	$ 1,256,876.73		($48,681.03)	$0.00

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BELL
& ASSOCIATES CONSTRUCTION

Bell and Associates Construction, L.P.
1000 Health Park Drive, Suite 150
Brentwood, TN 37027

Project Name: Robert Rose Turn Lane
Location: Murfreesboro, TN
The intersection of North Thompson Lane and Robert Rose Drive

Scope: Road Widening, Box Culvert Extension, and Construction of a Retaining Wall

ESTIMATED QUANTITIES:

Item #	Description	Est. Qty.	Prev. Qty.	Current Qty.	Total Qty.	Unit	Unit Price	Estimated Total	Previous Total	Current Total	To Date Total
105-01	CONSTRUCTION STAKES, LINES AND GRADES	1	0.9	0.1	1	LS	$25,000.00	$ 25,000.00	$ 22,500.00	$ 2,500.00	$ 25,000.00
201-01	CLEARING AND GRUBBING	1	1		1	LS	$33,000.00	$ 33,000.00	$ 33,000.00	$ -	$ 33,000.00
201-07.01	REMOVAL AND DISPOSAL OF BRUSH AND TREES	1	1		1	LS	$15,000.00	$ 15,000.00	$ 15,000.00	$ -	$ 15,000.00
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	348	358.73		358.73	S.Y.	$10.00	$ 3,480.00	$ 3,587.30	$ -	$ 3,587.30
202-03.01	REMOVAL OF ASPHALT PAVEMENT	25	0	25	25	S.Y.	$10.00	$ 250.00	$ -	$ 250.00	$ 250.00
202-08.15	REMOVAL OF CURB & GUTTER	738	648		648	L.F.	$6.00	$ 4,428.00	$ 3,888.00	$ -	$ 3,888.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	1890	1890		1890	C.Y.	$12.00	$ 22,680.00	$ 22,680.00	$ -	$ 22,680.00
203-02.02	BORROW EXCAVATION (GRADED SOLID ROCK)	1080	602.75		602.747	C.Y.	$45.00	$ 48,600.00	$ 27,123.60	$ -	$ 27,123.60
203-03	BORROW EXCAVATION (UNCLASSIFIED)	333	0		0	C.Y.	$40.00	$ 13,320.00	$ -	$ -	$ -
203-04	PLACING AND SPREADING TOPSOIL	120	0	120	120	C.Y.	$10.00	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00
203-05	UNDERCUTTING	780	0		0	C.Y.	$30.00	$ 23,400.00	$ -	$ -	$ -
203-06	WATER	17	0		0	M.G.	$20.00	$ 340.00	$ -	$ -	$ -
203-07	FURNISHING & SPREADING TOPSOIL	240	48	192	240	C.Y.	$50.00	$ 12,000.00	$ 2,400.00	$ 9,600.00	$ 12,000.00
209-05	SEDIMENT REMOVAL	10	0		0	C.Y.	$60.00	$ 600.00	$ -	$ -	$ -
209-08.09	FILTER SOCK CHECK DAM	3	2		2	EACH	$250.00	$ 750.00	$ 500.00	$ -	$ 500.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	1238	694.4	43.6	738	TON	$31.00	$ 38,378.00	$ 21,526.40	$ 1,351.60	$ 22,878.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	40	140.5		140.5	TON	$60.00	$ 2,400.00	$ 8,430.00	$ -	$ 8,430.00
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRAI	260	0	263.26	263.26	TON	$90.00	$ 23,400.00	$ -	$ 23,693.40	$ 23,693.40
307-02.07	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRAI	185	88.87	153.8	242.67	TON	$110.00	$ 20,350.00	$ 9,775.70	$ 16,918.00	$ 26,693.70
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	2.4	0		0	TON	$1,100.00	$ 2,640.00	$ -	$ -	$ -
402-02	AGGREGATE FOR COVER MATERIAL (PC)	12.2	0		0	TON	$55.00	$ 671.00	$ -	$ -	$ -

ESTIMATED QUANTITIES:

Item #	Description	Est. Qty.	Prev. Qty.	Current Qty.	Total Qty.	Unit	Unit Price	Estimated Total	Previous Total	Current Total	To Date Total
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	2.5	0	2.5	2.5	TON	$870.00	$ 2,175.00	$ -	$ 2,175.00	$ 2,175.00
407-02.14	ASPHALT PAVEMENT REPAIR	40	0	40	40	S.Y.	$80.00	$ 3,200.00	$ -	$ 3,200.00	$ 3,200.00
411-02.10	ACS MIX (PG70-22) GRADING D	386	0	561.98	561.98	TON	$145.00	$ 55,970.00	$ -	$ 81,487.10	$ 81,487.10
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	3844	0	4900	4900	S.Y.	$5.00	$ 19,220.00	$ -	$ 24,500.00	$ 24,500.00
604-02.01	CLASS A CONCRETE (BOX BRIDGES)	118	129	3	132	C.Y.	$700.00	$ 82,600.00	$ 90,300.00	$ 2,100.00	$ 92,400.00
604-02.02	STEEL BAR REINFORCEMENT (BOX BRIDGES)	20850	23724		23724	LB	$1.00	$ 20,850.00	$ 23,724.00	$ -	$ 23,724.00
604-07.01	RETAINING WALL (WALL #1)	862	862		862	S.F.	$110.00	$ 94,820.00	$ 94,820.00	$ -	$ 94,820.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	60	32		32	L.F.	$90.00	$ 5,400.00	$ 2,880.00	$ -	$ 2,880.00
611-09.02	REWORK CATCHBASIN	1	3	1	4	EACH	$3,000.00	$ 3,000.00	$ 9,000.00	$ 3,000.00	$ 12,000.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	1	1		1	EACH	$15,000.00	$ 15,000.00	$ 15,000.00	$ -	$ 15,000.00
620-05	CONCRETE PARAPET WITH STRUCTURAL TUBING	146	131.4	14.6	146	L.F.	$250.00	$ 36,500.00	$ 32,850.00	$ 3,650.00	$ 36,500.00
701-01.01	CONCRETE SIDEWALK (4")	4180	0	4871.5	4871.5	S.F.	$7.00	$ 29,260.00	$ -	$ 34,100.50	$ 34,100.50
701-02	CONCRETE DRIVEWAY	380	0	709	709	S.F.	$11.00	$ 4,180.00	$ -	$ 7,799.00	$ 7,799.00
701-02.01	CONCRETE CURB RAMP (RETROFIT)	510	0	574	574	S.F.	$33.00	$ 16,830.00	$ -	$ 18,942.00	$ 18,942.00
701-02.03	CONCRETE CURB RAMP	180	0	180	180	S.F.	$22.00	$ 3,960.00	$ -	$ 3,960.00	$ 3,960.00
702-01.01	EXTRUDED SLOPING CURB	76	0	322	322	L.F.	$17.00	$ 1,292.00	$ -	$ 5,474.00	$ 5,474.00
702-01	CONCRETE CURB	4	0	6	6	C.Y.	$1,100.00	$ 4,400.00	$ -	$ 6,600.00	$ 6,600.00
702-03	CONCRETE COMBINED CURB & GUTTER	45	52.8	4.32	57.12	C.Y.	$570.00	$ 25,650.00	$ 30,096.00	$ 2,462.40	$ 32,558.40
705-02.02	SINGLE GUARDRAIL (TYPE 2)	12	0	12	12	L.F.	$26.00	$ 312.00	$ -	$ 312.00	$ 312.00
706-01	GUARDRAIL REMOVED	110	140.5		140.5	L.F.	$8.00	$ 880.00	$ 1,124.00	$ -	$ 1,124.00
706-10.26	ROUNDED END ELEMENT	2	0	2	2	EACH	$300.00	$ 600.00	$ -	$ 600.00	$ 600.00
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	1200	303		303	L.F.	$2.00	$ 2,400.00	$ 606.00	$ -	$ 606.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	127	108.42		108.42	TON	$50.00	$ 6,350.00	$ 5,421.00	$ -	$ 5,421.00
712-01	TRAFFIC CONTROL	1	1		1	LS	$30,000.00	$ 30,000.00	$ 30,000.00	$ -	$ 30,000.00
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	960	542		542	L.F.	$50.00	$ 48,000.00	$ 27,100.00	$ -	$ 27,100.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	70	56		56	EACH	$38.00	$ 2,660.00	$ 2,128.00	$ -	$ 2,128.00
712-05.01	WARNING LIGHTS (TYPE A)	70	44		44	EACH	$38.00	$ 2,660.00	$ 1,672.00	$ -	$ 1,672.00
712-06	SIGNS (CONSTRUCTION)	77	169	96	265	S.F.	$8.00	$ 616.00	$ 1,352.00	$ 768.00	$ 2,120.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	348	168		168	L.F.	$14.00	$ 4,872.00	$ 2,352.00	$ -	$ 2,352.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	46	0	28.88	28.88	LB	$6.00	$ 276.00	$ -	$ 173.28	$ 173.28
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	6	0	5.71	5.71	S.F.	$17.00	$ 102.00	$ -	$ 97.07	$ 97.07
713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	3	0		0	EACH	$110.00	$ 330.00	$ -	$ -	$ -
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	2	2		2	EACH	$6,500.00	$ 13,000.00	$ 13,000.00	$ -	$ 13,000.00
716-02.01	PLASTIC PAVEMENT MARKING (4" LINE)	1	0	0.407	0.407	L.M.	$5,500.00	$ 5,500.00	$ -	$ 2,238.50	$ 2,238.50
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	173	0	164	164	L.F.	$3.50	$ 605.50	$ -	$ 574.00	$ 574.00

ESTIMATED QUANTITIES:		Est.	Prev.	Current	Total			Estimated	Previous	Current	To Date
Item #	Description	Qty.	Qty.	Qty.	Qty.	Unit	Unit Price	Total	Total	Total	Total
716-02.03	PLASTIC PAVEMENT MARKING (CROSS- WALK)	160	0	298	298	L.F.	$6.80	$ 1,088.00	$ -	$ 2,026.40	$ 2,026.40
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	177	0	25	25	L.F.	$22.00	$ 3,894.00	$ -	$ 550.00	$ 550.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	10	0	13	13	EACH	$270.00	$ 2,700.00	$ -	$ 3,510.00	$ 3,510.00
716-02.10	PLASTIC PAVEMENT MARKING (6" LINE)	664	0	609	609	L.F.	$2.20	$ 1,460.80	$ -	$ 1,339.80	$ 1,339.80
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	12	0	9	9	S.F.	$27.00	$ 324.00	$ -	$ 243.00	$ 243.00
716-04.15	PLASTIC PAVEMENT MARKING-BIKE SYMBOL/ARRO	3	0	3	3	EACH	$550.00	$ 1,650.00	$ -	$ 1,650.00	$ 1,650.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	0.9	0	1.17	1.17	L.M.	$3,000.00	$ 2,700.00	$ -	$ 3,510.00	$ 3,510.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	4960	0	200	200	L.F.	$1.30	$ 6,448.00	$ -	$ 260.00	$ 260.00
717-01	MOBILIZATION	1	1		1	LS	$60,000.00	$ 60,000.00	$ 60,000.00	$ -	$ 60,000.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	145	66		66	S.Y.	$2.20	$ 319.00	$ 145.20	$ -	$ 145.20
740-11.02	TEMPORARY SEDIMENT TUBE 12IN (SLOPES/CATCH I	128	110		110	L.F.	$3.30	$ 422.40	$ 363.00	$ -	$ 363.00
801-01	SEEDING (WITH MULCH)	20	0		0	UNIT	$28.00	$ 560.00	$ -	$ -	$ -
801-03	WATER (SEEDING & SODDING)	20	0		0	M.G.	$110.00	$ 2,200.00	$ -	$ -	$ -
803-01	SODDING (NEW SOD)	2615	0	2000	2000	S.Y.	$9.00	$ 23,535.00	$ -	$ 18,000.00	$ 18,000.00
714-04.03	CONDUIT (2IN SCHEDULE 40 PVC)	30	70		70	L.F.	$13.00	$ 390.00	$ 910.00	$ -	$ 910.00
714-04.04	CONDUIT (4IN SCHEDULE 40 PVC)	150	520		520	L.F.	$22.00	$ 3,300.00	$ 11,440.00	$ -	$ 11,440.00
714-04.05	CONDUIT (5IN SCHEDULE 40 PVC)	180	180		180	L.F.	$34.00	$ 6,120.00	$ 6,120.00	$ -	$ 6,120.00
714-72.06	4IN RIGID CONDUIT	20	35	60	95	L.F.	$50.00	$ 1,000.00	$ 1,750.00	$ 3,000.00	$ 4,750.00
714-72.07	5IN RIGID CONDUIT	20	38		38	L.F.	$75.00	$ 1,500.00	$ 2,850.00	$ -	$ 2,850.00
730-01.91	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPI	1	1		1	LS	$1,500.00	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00
730-01.92	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPI	1	0	1	1	LS	$1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00
730-03.25	PULL BOXES (PB1-24" X 36" X 18")	4	1	6	7	EACH	$650.00	$ 2,600.00	$ 650.00	$ 3,900.00	$ 4,550.00
730-03.26	PULL BOXES (PB2-12" X 18" X 18")	2	0	3	3	EACH	$550.00	$ 1,100.00	$ -	$ 1,650.00	$ 1,650.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	1215	1200	100	1300	L.F.	$1.50	$ 1,822.50	$ 1,800.00	$ 150.00	$ 1,950.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	1215	2260	100	2360	L.F.	$1.70	$ 2,065.50	$ 3,842.00	$ 170.00	$ 4,012.00
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	500	0		0	L.F.	$2.00	$ 1,000.00	$ -	$ -	$ -
730-12.02	CONDUIT 2" DIAMETER (PVC)	50	295	40	335	L.F.	$9.00	$ 450.00	$ 2,655.00	$ 360.00	$ 3,015.00
730-12.03	CONDUIT 3" DIAMETER (PVC)	10	385		385	L.F.	$11.00	$ 110.00	$ 4,235.00	$ -	$ 4,235.00
730-12.04	CONDUIT 4" DIAMETER (PVC)	175	215	10	225	L.F.	$13.00	$ 2,275.00	$ 2,795.00	$ 130.00	$ 2,925.00
730-13.13	VEHICLE DETECTOR (TEMPORARY RADAR)	1	1		1	EACH	$45,000.00	$ 45,000.00	$ 45,000.00	$ -	$ 45,000.00
730-14.02	SAW SLOT	1682	0	2034	2034	L.F.	$5.00	$ 8,410.00	$ -	$ 10,170.00	$ 10,170.00
730-14.03	LOOP WIRE	4300	0	4900	4900	L.F.	$0.60	$ 2,580.00	$ -	$ 2,940.00	$ 2,940.00
730-23.30	PEDESTRIAN POLE TYPE A (BLACK, INCLUDES FOUNI	2	0	4	4	EACH	$3,600.00	$ 7,200.00	$ -	$ 14,400.00	$ 14,400.00
730-26.11	PEDESTRIAN SIGNAL HEAD, PUSHBUTTON & 15" SIGN	4	0	8	8	EACH	$1,300.00	$ 5,200.00	$ -	$ 10,400.00	$ 10,400.00
790-50.03	1PH TRANSFORMER PAD (INSTALL ONLY)	1	2		2	EACH	$550.00	$ 550.00	$ 1,100.00	$ -	$ 1,100.00

ESTIMATED QUANTITIES:

Item #	Description	Est. Qty.	Prev. Qty.	Current Qty.	Total Qty.	Unit	Unit Price	Estimated Total	Previous Total	Current Total	To Date Total
795-01.12	16IN DIP SLIP JOINT WATER LINE (class 52)	160	163.5		163.5	L.F.	$85.00	$ 13,600.00	$ 13,897.50	$ -	$ 13,897.50
795-06.09	CONNECT TO 16IN WATER LINE (TS&V)	2	2		2	EACH	$30,000.00	$ 60,000.00	$ 60,000.00	$ -	$ 60,000.00
795-06.39	CUT AND CAP 16IN WATER LINE	2	2		2	EACH	$1,500.00	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00
795-13.01	DI FITTINGS (class 52)	2280	4366.4		4366.44	LBS.	$12.00	$ 27,360.00	$ 52,397.28	$ -	$ 52,397.28
795-14.02	CLASS B CONCRETE	20	22.25		22.25	C.Y.	$550.00	$ 11,000.00	$ 12,237.50	$ -	$ 12,237.50
795-15.10	30IN STEEL CASING PIPE OPEN CUT METHOD	20	15		15	L.F.	$200.00	$ 4,000.00	$ 3,000.00	$ -	$ 3,000.00
797-05.01	8IN DIP GRAVITY SEWER 0FT-6FT DEPTH (Class350)	60	32		32	L.F.	$80.00	$ 4,800.00	$ 2,560.00	$ -	$ 2,560.00
797-05.02	8IN DIP GRAVITY SEWER 6FT-12FT DEPTH (class 350)	128	148		148	L.F.	$100.00	$ 12,800.00	$ 14,800.00	$ -	$ 14,800.00
797-05.41	6IN DIP SERVICE LATERAL	30	27		27	L.F.	$60.00	$ 1,800.00	$ 1,620.00	$ -	$ 1,620.00
797-06.90	OPEN CUT 16IN STEEL CASING PIPE	20	20		20	L.F.	$100.00	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00
797-07.04	48IN MANHOLE 8FT-10FT DEPTH	1	1		1	EACH	$8,000.00	$ 8,000.00	$ 8,000.00	$ -	$ 8,000.00
797-07.05	48IN MANHOLE 10FT-12FT DEPTH	1	1		1	EACH	$10,000.00	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
797-07.62	MANHOLE MODIFICATION	1	3		3	EACH	$1,000.00	$ 1,000.00	$ 3,000.00	$ -	$ 3,000.00
797-10.02	CONNECT 8IN SEWER TO EXIST. MANHOLE	2	2		2	EACH	$1,500.00	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00
797-10.06	CONNECT 6IN LATERAL TO SEWER LINE	1	1		1	EACH	$6,000.00	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00
797-11.39	TV INSPECTION	188	188		188	L.F.	$8.00	$ 1,504.00	$ 1,504.00	$ -	$ 1,504.00
	ADDED ITEMS:										
730-10.02	MESSENGER CABLE - 1/4" DIAMETER	0	240		240	L.F.	$2.48	$ -	$ 595.20	$ -	$ 595.20
730-14.01	SHIELD DETECTOR CABLE	0	3070		3070	L.F.	$1.65	$ -	$ 5,065.50	$ -	$ 5,065.50
721-01.06	IRRIGATION SYSTEM (REPAIR)	0	0	1	1	LS	$13,623.50	$ -	$ -	$ 13,623.50	$ 13,623.50
								TOTALS		$ 353,208.55	$ 1,256,876.73

ENERGY LAND & INFRASTRUCTURE

ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL

March 15, 2021

Chris Griffith
Executive Director of Public Works
111 West Vine Street
Murfreesboro, TN 37133

Re: Robert Rose Turn Lane
Contract Time Extension

Dear Mr. Griffith:

This letter serves as recommendation to extent the Robert Rose Drive contract time by 90 calendar days. The requested time extension was due to extraneous factors during construction such as:

- issues related to reduction of work force due to the COVID-19 pandemic
- resolution of water and sewer conflicts and the associated road closures. It was anticipated the water and sewer could be constructed concurrently but due to required clearance, the lines had to be constructed consecutively
- overhead electric relocations delay in construction

Please see the attached letter from Bell and Associates Construction dated March 16, 2021. ELI, recommends approval of the contract extension in the amount of 90 calendar days. If you have any questions, please feel free to give me a call.

Regards,

ENERGY LAND & INFRASTRUCTURE, LLC

Jay W. Bradley

Jay W. Bradley, PE

Attachments

March 16, 2021

City of Murfreesboro, Engineering Department
Chris Griffith, P.E. | Executive Director of Public Works
111 West Vine Street
Murfreesboro, TN 37130

Re: Robert Rose Turn Lane – City of Murfreesboro – Time Extension Request

Mr. Griffith,

Bell and Associates Construction Company, LLC is requesting that a time extension be granted to the Robert Rose Turn Lane project. Differing and unforeseen site conditions were encountered in multiple locations throughout the jobsite, which resulted in the need for additional work and additional time to perform this work.

As documented in previous correspondence, the Robert Rose Turn Lane construction schedule was heavily impacted due to COVID-19, weather, and constructability issues encountered with utility relocation processes. During early stages of the project there was correspondence that the intent was to construct the retaining wall in two phases. "Phase 1" of the retaining wall would be constructed from the existing box culvert at Regions Bank entrance to the existing Middle Tennessee Electric power pole in conflict. This would allow for the new pole to be set, overhead utility relocation to be performed by Middle Tennessee Electric, and old pole removed. The understanding was we would perform "Phase 1" of the retaining wall to move forward with the project and time would start upon mobilizing back to site to continue "Phase 2" of the retaining wall and the other work items associated with the project once the pole was removed. However, the City of Murfreesboro required Notice to Proceed to be issued at the start of "Phase 1" on March 25, 2020, due to liability purposes. It was in agreeance that time would be added on to the back end of the project to compensate for time lost during the overhead electric utility relocation process. Comcast, AT&T, and Middle Tennessee Electric were disconnected from the existing pole and the existing pole was removed on July 14, 2020, 111 days from when Notice to Proceed was issued. With COVID-19 lessening the traffic load at the time, it was in the community's best interest to complete the sewer and water main relocation in conjunction with the overhead utility relocation. Also, to aid the project in moving forward, we continued to find work in other areas of the project by completing Wingwall 2 & 3

as time allowed bouncing between other jobs. During these times we were not operating at full capacity.

In conclusion, we are requesting that an additional **90 calendar days** be added to the schedule to compensate for the additional work and constraints listed in detail above. The original schedule allowed a construction duration for this project that was 180 calendar days starting on the same date as the notice to proceed dated, March 25, 2020 with a completion date of September 21, 2020. With the additional 90 calendar days requested, the revised completion date for the project is on or before, December 20, 2020.

Respectfully,

BELL & ASSOCIATES CONSTRUCTION, LP

Matt Touloeisani
Assistant Project Manager

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Insurance Brokerage and Risk Management Services

Department: Legal/Risk Management

Presented by: Adam Tucker, City Attorney

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract with Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher") for insurance brokerage and risk management services

Staff Recommendation

Award contract for insurance brokerage and risk management services to Gallagher, subject to final approval of the contract's terms and conditions by the City Attorney.

Background Information

At its February 4, 2021 meeting, City Council approved the City Attorney's request to solicit proposals for insurance brokerage and risk management services via a Request for Competitive Sealed Proposals (RFCSP). The City issued this RFCSP on February 9th and received six proposals, all but two of which were excluded from further evaluation due to their nonresponsive cost proposals.

City staff evaluated the two responsive proposals submitted by Gallagher and Willis Towers Watson Southeast, Inc. As shown on the Consensus Scorecard attached hereto, both firms scored very well with cost being the criteria where the proposals differed most significantly. Members of the evaluation committee subsequently met with and interviewed both firms. Both firms are international brokerage firms that maintain a local presence in Middle Tennessee, and both demonstrated that they were had the experience, qualifications, and expertise to provide the City with the brokerage and consulting services it requires. Finally, however, the recommendation that Council award the contract to Gallagher, in large part, is based on the fact that Gallagher's proposed cost was roughly 30% lower than that proposed by Willis Towers Watson.

Gallagher's services will include those specified in Exhibit B.

Council Priorities Served

Responsible budgeting

Engaging the services of an insurance broker and risk management consultant should assist the City in obtaining the best and broadest insurance coverage available, at the most competitive costs for all insurance coverages.

Fiscal Impact

Gallagher's fee will be $30,000 per year for three years, with the option to renew for two additional one-year terms. This fee will be paid from the City's Self-Insured Risk Fund

Attachments

Exhibit A: Evaluation Scorecard

Exhibit B: Services and Fees

Evaluation Scorecard
Proposals for Insurance Brokerage and Risk Management Services

Vendor	Experience and Qualifications	Strategic Approach	Data Analysis	Communications	Support and Administration	Cost	Total Score
Arthur J. Gallagher & Co.	27.8	28.2	9.2	9.6	9.2	8.8	92.8%
Willis Towers Watson Southeast, Inc.	25.8	28	9.2	9	8.8	6.2	87.0%
Marsh and McLennan Agency	0	0	0	0	0	0	0%
Alliant Insurance Services, Inc.	0	0	0	0	0	0	0%
Tennessee Risk Management Partners LLC	0	0	0	0	0	0	0%
Commercial Insurance Associates	0	0	0	0	0	0	0%

Evaluation Criteria (Maximum Score = 100)

Experience and Qualifications (30%)

- *Qualifications of firm, team, and individual(s) assigned to the project*
- *Knowledge and experience in general*
- *List of principal markets or insurance carriers used for the following insurance coverages: general liability; law enforcement liability; E&O Evaluation Criteria and Description Weight liability; employment practices liability; auto liability and property damage; property; inland marine; cyber; crime; umbrella/excess; and flood.*
- *Experience doing similar work, especially for similar government entities*
- *List of current public entity accounts served by your team*
- *References for three current clients and reference to a former client you lost within the last five years, all of whom are government entities or if not government entities are similar in size to the City*
- *Proof of firm's financial strength*
- *Identify any error and omissions claims against your team, your branch, and/or your firm*

Strategic Approach (30%)

- *Demonstration of understanding of the City's needs:*
- *Plan to address City's needs, including evaluating and refining the City's risk management program*
- *Plan of implementation*
- *Plan for support and maintenance*

Data Analysis (10%)

Reporting and analytics capabilities; sample reports may be included in the appendix to the proposal

Communications (10%)

- *Means of updating clients on risk management trends, changes in compliance requirements and regulations, and best practices*
- *Overall communications strategy and responsiveness to client questions*

Support and Administration (10%)

- *Description of loss control services:*
- *Subject matter experts and the types of services that will be made available to the City*
- *Ability to provide either real property appraisals to replacement cost or to provide access to discounted or cost-efficient appraisals*
- *Approach to monitoring the performance of carriers and vendors*

Cost (10%)

- *Provide annual cost of service to the City:*
- *City will consider fee-structured, commission, and hybrid agreements; if proposing commissions identify all applicable commission rates*
- *Identify any fees associated with the services requested in the City's requested scope of services*

EXHIBIT B
SERVICES AND FEES

Over the term of this Agreement, Gallagher agrees to provide the Services set forth in Section 4 of the RFCSP issued on February 9, 2021 as well as those additional services and programs set forth in Gallagher's proposal dated March 5, 2021. Such services and programs shall include, but are not limited to:,

- Provide consultation to City on risk exposures, existing coverage, and the desirability and/or feasibility of potential insurance program changes, limit and retention analysis and other data analysis as recommended by Gallagher.
- Negotiate insurance renewals and representing the City, as directed, in other negotiations with insurers, underwriters, and insurance regulatory authorities and other parties concerning the City's risk management program.
- As requested by the City, (i) prepare bid specifications and soliciting bids/proposals from insurers intended to secure the best and broadest insurance coverages that meet the City's needs at the most competitive cost; (ii) evaluate carriers and proposals on the basis of including administration, coverage, claim payment procedures, customer service, reserve establishment policies, financial soundness, and other relevant factors; (iii) identify the most cost-beneficial coverage or packages from the proposals; and (iv) provide all insurance bids/proposals to the City Attorney; and (v) make coverage recommendations to the City Attorney
- Request mid-term change endorsements, when requested by the City or when otherwise necessary, ensuring accuracy and delivery in a timely manner.
- Administration of insurance program (only if applicable), including policy review and issuance, invoicing, coordination and/or issuance of required documentation, i.e., automobile identification cards, certificates of insurance, and other program administration, as required by the City.
- Review accounting and billing data; audit information from insurance carriers to ensure accuracy.
- Provide loss control consultation as needed
- Provide claims advocacy as needed
- Cost and premium allocation for different City departments

Gallagher's proposed fee for the above services is as follows:

- Year 1: $30,000
- Year 2: $30,000
- Year 3: $30,000

This compensation is in consideration of the scope of work outlined in the solicitation and schedule of insurance below. It is agreeable that if Gallagher represents the City in procuring additional lines of insurance coverage outside of the below, then compensation will be collected on a commission basis for those new lines of coverage.

- Property
- Crime
- Cyber Liability

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Agreement for Fencing Installation and Relocation at Miller Coliseum & Caroline Farms

Department: Project Development

Presented by: Kayla Walker

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract for the fencing installation and relocation between Miller Coliseum & Caroline Farms.

Staff Recommendation

Approve the contract with Premier Fence, LLC.

Background Information

This project consists of the construction of approximately 3,000 linear feet of fence from Thompson Lane to the northern property of TMC and the relocation of approximately 200 linear feet of the western paddock fencing along proposed Quarter Horse Drive. Staff issued an ITB, and Premier Fence, LLC was the lowest bidder with a price of $36,189 for the project scope. The fencing was a part of the MOU with MTSU executed September 2017.

Council Priorities Served

Expand Infrastructure

The fencing is a part of the North Murfreesboro Greenway Connector and is identified in the City's Greenways, Blueways, and Bikeways Master Plan as connecting Siegel Schools, Miller Coliseum and Siegel Park.

Fiscal Impact

The project costs, $36,189, are consistent with the 2019 CIP Budget and funded with the 2019 Loan.

Attachments

Agreement for the Fencing Installation and Relocation at Miller and Caroline Farms

Agreement
for
Fencing Installation and Relocation at Miller and Caroline Farms

This Agreement is entered into and effective as of the ____ day of _____ 2021, by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **Premier Fence LLC**, a limited liability corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-14-2021 – Fencing Installation & Relocation at Miller and Caroline Farms, issued 02/5/2021 (the "Solicitation");
- Contractor's Proposal dated 02/23/2021 ("Contractor's Proposal");
- Contractor's Price Proposal dated 02/23/2021 (the "Price Proposal");
- Premier Fence LLC Quote #1304 dated 03/01/2021 and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation
- Fourth, Premier Fence, LLC Quote #1304 dated 03/01/2021; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

a. Scope of Work. Contractor shall provide the City with Fencing Installation and Relocation in accordance with the Contractor's Proposal dated 02/23/2021, Contractor's Quote #1304, and the specifications listed in City ITB-14-2021 dated 02/05/2021. In addition to work specified in ITB-14-2021, Premier Fence, LLC (Contractor) agrees, per quote #1304 dated 3/1/2021 to provide:
200 ft. of fence relocation-remove existing fence, re-use material that can be re-used, supply remainder of material, install 24 ft. tube frame double drive gate with 4 "H" braces.

b. Supervision and Superintendence of Work.
   i. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
   ii. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

c. Labor, Materials, and Equipment.
   i. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Proposal dated 02/23/2021. The Contractor will at all times maintain good discipline and order at the site.

ii. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation and completion of the work.

iii. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.

e. Use of Premises.

i. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.

ii. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

f. Safety and Protection.

i. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby,
2. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
3. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

ii. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.

iii. Middle Tennessee State University will be responsible for the relocation of all horses within the impacted paddocks at the Horse Science Facility as stated in their letter dated March 19, 2021 (Attachment A).

g. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.

h. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.

i. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.

j. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.

2. Term. Contractor's performance may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City.

b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.

c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment. The price for the goods and other services to be provided under this Agreement is set forth in the Contractor's (Premier Fence) Proposal dated 02/23/2021, for $32,275.92 and in Premier Fence, LLC Quote #1304 for $3913.00, for a total price of **$36,188.92.** Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each

payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records, and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

6. **Indemnification.**

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. <u>Copyright, Trademark, Service Mark, or Patent Infringement</u>.

   i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such

settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    a. Procure for the City the right to continue using the products or services.
    b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor: Attn: Walter F. Donnell II
Premier Fence LLC
1354 W. College St.
Murfreesboro, TN 37129

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a

manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations

of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

21. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

PREMIER FENCE LLC

By:_____
Walter F. Donnell, Managing Member

APPROVED AS TO FORM:

_____
Adam F. Tucker, City Attorney

Assistant Vice President of Events and Transportation
MTSU Box 130
Murfreesboro, TN 37132
Office: (615) 898-5002
Fax: (615) 494-8600

MIDDLE TENNESSEE STATE UNIVERSITY

ATTACHMENT A

Kayla Walker
Director, Project Development
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130

March 19, 2021

Dear Ms. Walker,

This letter is confirmation for the City of Murfreesboro that, once the City begins construction of the Mary Miller Dr. extension, Middle Tennessee State University is committed to the relocation of all horses within the impacted paddocks at our Horse Science Facility located at 304 w. Thompson LN.

Sincerely,

Ron Malone
Asst. V.P. B & F, MTSU
PKS Bldg. Room 209
Murfreesboro, TN 37132
OFFICE: (615)898-2853
FAX: (615)494-8600

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Guardrail Replacement

Department: Street Department

Presented by: Raymond Hillis

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Agreement for guardrail replacement with LU Inc.

Staff Recommendation

Approve the Agreement for Guardrail Replacement with LU Inc.

Background Information

This agreement allows the Street Department the capabilities to respond to damaged guardrails and provide safer roadways for motorists.

The City sought bids for this service in February. Two bids were received, and LU's bid at $131,753 was the lowest. LU was also a responsive bidder and is judged to be capable of fulfilling the contract requirements.

Council Priorities Served

Responsible Budgeting

LU Inc. submitted the lowest responsible and responsive bid of the vendors that participated.

Fiscal Impact

Funding for the Guardrail Replacement services is accommodated with Risk Management funds and Street Department Budget.

Attachments

Agreement for Guardrail Replacement

Contract for Guardrail Replacement

This Contract is entered into and effective as of the ____ day of _____, 2021, by and between the **City of Murfreesboro**, a municipal corporation of the state of Tennessee (the "City"), and Lu Inc., a corporation of the state of Tennessee ("Contractor").

This Contract consists of the following documents:

- This document;
- ITB-16-2021 Guardrail Replacement, issued 02/22/2021 (the "Solicitation");
- Contractor's Proposal, dated 03/09/2021("Contractor's Proposal");
- Contractor's Price Proposal, dated 03/09/2021 (the "Price Proposal"), included as Attachment A; and,
- Any properly executed amendments to this contract.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority);
- Second, this Contract;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal (Attachment A).

1. **Duties and Responsibilities of Contractor.**

   a. *Scope of Work*. Contractor agrees to provide the services based on "ITB-16-2021-Guardrail Replacement" listed under "Bid Specifications" of the ITB, for the price of $**131,753.04**.

   b. *Supervision and Superintendence of Work*.

      i. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Scope of Work and the Contract documents.

      ii. Contractor will keep on the work site at all times during work progress a competent resident superintendent, who shall not be replaced without written notice to the City except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

   c. *Labor, Materials, and Equipment*.

      i. Contractor will provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract documents. The Contractor will at all times maintain good discipline and order at the site.

ii. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation and completion of the work.

iii. All materials will be new, except as otherwise provided it the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

iv. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. *Substitute Materials or Equipment*. If it is indicated in the specifications that Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if Contractor wishes to furnish or use a proposed substitute, Contractor shall, promptly after the award of the Contract, make written application to the City's designated representative for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the City's designated representative, who shall be the sole judge of equality.

e. *Warranty and Guarantee*. The Contractor warrants to the City that:

i. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;

ii. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;

iii. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;

iv. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and

v. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be

latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Contractor gives to the City a five (5) year warranty on the materials and workmanship for the Work, and upon final payment, Contractor shall assign any manufacturer's warranties for materials or equipment used on the Project to the City. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.

The warranties set forth in the preceding paragraph are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

f. *Subcontractors*.

i. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.

ii. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

iii. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.

iv. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written contract between Contractor and the subcontractor.

g. *Permits*. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.

h. *Use of Premises*.

i. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.

ii. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

i. *Safety and Protection*.

i. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the work and other persons who may be affected thereby,
(2) All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
(3) Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

ii. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.

j. *Emergencies*. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.

k. *Cleaning Up*. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.

l. *Coordination of Work*.

i. The City may perform additional work related to the Project by itself, or may let other direct contracts for additional work, which shall contain general conditions similar to these. Contractor will afford the other Contractors who are parties to such direct contracts (or the City, if the City is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate Contractor's work with theirs.

ii. If any part of Contractor's work depends for proper execution or results upon the work of any such other Contractor (or City), Contractor will inspect and promptly report to the City's designated representative in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to report shall constitute an acceptance of the other work as fit and proper for the relationship of Contractor's work except as to defects and deficiencies that may appear in the other work after the execution of Contractor's work.

iii. Contractor will do all cutting, fitting and patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City's designated representative.

m. *Access to the Work*. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.

n. *Contractor's Continuing Obligation*. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.

2. **Duties and Responsibilities of City**.

a. *Communications to Contractor*. The City will issue all communications to Contractor through the City's Director of Project Development, or the Director's designee. Such individual shall be the City's representative during the construction period.

b. *Clarifications and Interpretations*. The City's designated representative will issue with reasonable promptness written clarifications or interpretations of the Contract documents (in the form of drawings or otherwise) as the City may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract documents.

c. *Work Changes*. The City reserves the right to order work changes in the nature of additions, deletions, or modification, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time of termination. All

changes will be authorized by written change order signed by the City. The change order will include conforming changes in the Contract and termination time. Work shall be changed, and the Contract price and termination time shall be modified only as set out in the written change order. Any adjustment in the Contract sum resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

3. **Term.** The term of this Contract shall be for one year, commencing on the Effective Date, and expires on _____, and may be automatically renewed in one year increments for an additional two (2) years at the discretion of the City.

4. **Payment.**

    a. Payment will be made by the City after services have been received, accepted, and properly invoiced. Once Contractor has submitted an invoice, the City will issue payment within thirty (30) days from submittal. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Building and Codes Department.
    b. If any payment becomes more than ten (10) days past due, Contractor shall have the option to discontinue the Work by sending written notice to the City that said Work shall be immediately discontinued until such payment is made. Continuation of work after default in payment shall not constitute a waiver of this provision.
    c. Payment for work performed in accordance with the Contract shall be made upon completion of the Work described in this Contract.

5. **Final Inspection.** Contractor and City agree to conduct an inspection of the Project prior to completion in order to develop a written punch list of any incomplete items and the existence of any discrepancies and any other observable defects in the Work. Contractor shall promptly complete the punch list.

6. **Labor and Materials**. Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Project. All materials left over from the construction are the property of the Contractor. Contractor assumes no responsibility or liability for defects in the existing design or engineering of the Project.

7. **Price.** The price for services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of **$131,753.04.**

8. **Termination.** Contractor's services may be terminated in whole or in part:

    a. Upon 30-day prior notice, for the convenience of the City.
    b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
    c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notified the other party of its intent to terminate,

stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any other terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

11. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the Contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.

12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

13. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

16. **Indemnification and Hold Harmless.**

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

   i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

   ii. If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

      a. Procure for the City the right to continue using the products or services.
      b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
      c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

   iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the

claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

17. **Insurance.** During the term of this Contract, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents.".

18. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

19. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

20. **Entire Contract.** This Contract, Solicitation, Contractor's Proposal and any Amendments, set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. No supplement, modification or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic, or other cause of similar or dissimilar nature beyond its control.

22. **Governing Law and Venue**. The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this contract may only be filed in the courts of Rutherford County, Tennessee.

23. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

24. **Notices.** Notices to City regarding any part of this Contract including but not limited to notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the address set forth below.

    a. Notices to City shall be sent to:

    Department: City of Murfreesboro Administration
    Attention: City Manager
    Address: Post Office Box 1139
    111 West Vine Street
    Murfreesboro, TN 37133-1139

    b. Notices to Contractor shall be sent to:

    Contractor: Lu, Inc.
    Attention: Novice Cole
    Address: P.O. Box 607
    Kingston Springs, TN 37082

25. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved and signed by the Mayor. When it has been so signed, this Contract shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties enter into this contract as of the _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Lu, Inc.

By:_____
Novice J. Cole, Jr., President

APPROVED AS TO FORM:

_____
Adam F. Tucker, City Attorney

PURCHASING DEPARTMENT
BID FORM

You are invited to bid on the following:	Title: Guardrail Replacement

INSTRUCTIONS:
All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary to provide this service, freight, delivery, installation. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	108	LF.	G-Rail @ Br. Ends	$ 61.88	$ 6,683.04
2	100	LF.	Single G-Rail (Post 7' -3')	$ 27.50	$ 2,750.00
3	2500	LF.	Single G-Rail (Type 2)	$ 24.00	$ 60,000.00
4	10	EA.	Flared End	$ 62.50	$ 625.00
5	10	EA.	Rounded End	$ 62.50	$ 625.00
6	4	EA.	Type 13	$ 1,062.50	$ 4,250.00
7	4	EA.	G-Rail Anchor (Type in-line)	$ 656.25	$ 2,625.00
8	4	EA.	G-Rail Anchor (Type 21)	$ 2,250.00	$ 9,000.00
9	4	EA.	TYPE 38	$ 3,062.50	$ 12,250.00
10	400	LF.	Metal Beam Guard Fence	$ 63.60	$ 25,440.00
11	500	LF.	Guard Rail Removal	$ 3.63	$ 1,815.00

12	500	LF.	Re-Align G. Rail (Vert/Horiz.)	$ 6.88	$ 3,440.00
13	1	LS.	Traffic Control	$ 1,125.00	$ 1,125.00
14	1	LS.	Mobilization	$ 1,125.00	$ 1,125.00

GRAND TOTAL: $131,753.04

NOTE: All prices quoted shall remain firm for period of 365 calendar days after the due date of the bid submittal, unless a longer period has been agreed upon by both parties.

COUNCIL COMMUNICATION

Meeting Date: 03/25/2021

Item Title: Purchase of Rock Salt

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase of 1500 tons of rock salt under the State Contract.

Staff Recommendation

I respectfully request approval to purchase 1500 tons of rock salt on the TDOT contract with Morton Salt to replenish what was used this winter in the amount of $122,490.

Background Information

The purchase of rock salt will enable the City to be better equipped for the removal of snow and ice during the winter season.

Pursuant to T.C.A. § 12-3-1201(b), where any local or private act, charter or general law requires that a local governmental unit purchase by competitive bidding, the local unit of government may, notwithstanding the local or private act, charter or general law, purchase without public advertisement or competitive bidding, under the Department of General Services, Central Procurement Office. Furthermore, Murfreesboro City Code § 2-10(a)(3) authorizes purchases without competitive bidding as permitted under T.C.A. §12-3-1201.

Council Priorities Served

Responsible Budgeting

Proper procurement ensures the best cost savings to the Department and our customers.

Maintain Public Safety

Maintaining the functionality and safe drivability of our roadways focuses on public safety and customer service.

Fiscal Impact

The purchase of these materials will be paid from the Sodium Chloride line item once

the budget amendment is approved by Council.

Attachments

State Contract 66848

DocuSign Envelope ID: F733B973-7485-4B6A-85E6-6B89303DCC6D

MORTON SALT

December 1, 2020

City of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37130

Dear Sir/Madam:

Morton Salt, Inc. is pleased to offer you the following pricing and quantities of bulk rock salt for deicing purposes for the 2020 to 2023 winter seasons. Please review, sign and return by email to alorenzini@mortonsalt.com. All terms & conditions from the Tennessee SWC #507 apply.

Description	Valid from	Valid to			Min Order
Bulk Safe-T-Salt	June 1, 2020	May 31, 2023	Delivered		22 TON
	NASHVILLE STOCKPILE		300 TON	81.66 USD	per TON

Per the SWC #507, there is a 0/120% minimum-maximum purchasing provision for the estimate listed above. Any tonnage requests above 120% for the estimate listed above will be based on product availability. If you would like to increase this estimate next season, please contact your Morton Salt representative.

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.

Please review your account information and advise if any changes are needed.

Delivery Address:

City of Murfreesboro
4753 Florence Rd
Murfreesboro, TN 37129-2926

Acceptance:

Approved by: DocuSigned by: Craig Tindall 242A8A86DF6749B... Date: 12/17/2020

APPROVED AS TO FORM
DocuSigned by: Adam F. Tucker 43A2605E51F9401...
Adam F. Tucker, City Attorney

This is your confirmation; No further acknowledgement will be sent.

444 W Lake Street, Suite 3000 **TEL** 312.807.2000
Chicago, IL 60606 **WEB** mortonsalt.com

MORTON SALT, INC.
A K+S GROUP COMPANY

If you have any questions, please contact your Morton Salt representative:

Sr Bid Analyst: Andrew Lorenzini
Phone: 312-807-2859
Email: alorenzini@mortonsalt.com

To place an order, please contact our Customer Service Department:

Phone: 855-665-4540
Fax: 630-861-2735
Email: buyroadsalt@mortonsalt.com

Our offices are open from 7:30am to 4:30pm
For your convenience, MasterCard, VISA and American Express are accepted.

We trust this quotation meets your approval and that we will have the privilege of supplying your bulk deicing salt needs this coming winter season.

Sincerely,

Morton Salt, Inc.

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Morton Salt Inc
444 W Lake St Ste 3000
Chicago, IL 60606

Vendor ID: 0000115284

Contract Number: 00000000000000000000066848

Title: SWC 507 Rock Salt

Start Date: June 01, 2020
End Date: May 31, 2023
Two, 1-year renewal options remain

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);

b. Tennessee local governmental agencies;

c. members of the University of Tennessee or Tennessee Board of Regents systems;

d. any private nonprofit institution of higher education chartered in Tennessee; and,

e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Parker Birt
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-291-5948
Fax: 615-741-0684
Email: Parker.Birt@tn.gov

Line Information

Line 1
Item ID: 1000177330
Rock Salt, TDOT Region 2, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-2
Manufacturer Item #:
Unit Price: $ 87.53

Line 2
Item ID: 1000177331
Rock Salt, TDOT Region3, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-3
Manufacturer Item #:
Unit Price: $ 75.6

Line 3
Item ID: 1000177332
Rock Salt, Non-TDOT, Region 2, Super District 4, Clay County
Unit of Measure: NS
Vendor Item/Part #: MOR-4
Manufacturer Item #:
Unit Price: $ 83.44

Line 4
Item ID: 1000177333
Rock Salt, Non-TDOT, Region 2, Super District 4, Cumberland County
Unit of Measure: NS
Vendor Item/Part #: MOR-5
Manufacturer Item #:
Unit Price: $ 89.73

Line 5
Item ID: 1000177334
Rock Salt, Non-TDOT, Region 2, Super District 4, DeKalb County
Unit of Measure: NS
Vendor Item/Part #: MOR-6
Manufacturer Item #:
Unit Price: $ 87.25

Line 6
Item ID: 1000177335
Rock Salt, Non-TDOT, Region 2, Super District 4, Fentress County
Unit of Measure: NS
Vendor Item/Part #: MOR-7
Manufacturer Item #:
Unit Price: $ 93.11
Line 7
Item ID: 1000177336
Rock Salt, Non-TDOT, Region 2, Super District 4, Jackson County
Unit of Measure: NS
Vendor Item/Part #: MOR-8
Manufacturer Item #:
Unit Price: $ 84.38
Line 8
Item ID: 1000177338
Rock Salt, Non-TDOT, Region 2, Super District 4, Pickett County
Unit of Measure: NS
Vendor Item/Part #: MOR-10
Manufacturer Item #:
Unit Price: $ 88.95
Line 9
Item ID: 1000177339
Rock Salt, Non-TDOT, Region 2, Super District 4, Putnam County
Unit of Measure: NS
Vendor Item/Part #: MOR-11
Manufacturer Item #:
Unit Price: $ 86.04
Line 10
Item ID: 1000177340
Rock Salt, Non-TDOT, Region 2, Super District 4, White County
Unit of Measure: NS
Vendor Item/Part #: MOR-12
Manufacturer Item #:
Unit Price: $ 87.39
Line 11
Item ID: 1000177341
Rock Salt, Non-TDOT, Region 2, Super District 5, Bledsoe County
Unit of Measure: NS
Vendor Item/Part #: MOR-13
Manufacturer Item #:
Unit Price: $ 93.83
Line 12
Item ID: 1000177342
Rock Salt, Non-TDOT, Region 2, Super District 5, Cannon County
Unit of Measure: NS
Vendor Item/Part #: MOR-14
Manufacturer Item #:
Unit Price: $ 83.63
Line 13
Item ID: 1000177343
Rock Salt, Non-TDOT, Region 2, Super District 5, Coffee County
Unit of Measure: NS
Vendor Item/Part #: MOR-15
Manufacturer Item #:
Unit Price: $ 83.47

Line 14
Item ID: 1000177344
Rock Salt, Non-TDOT, Region 2, Super District 5, Franklin County
Unit of Measure: NS
Vendor Item/Part #: MOR-16
Manufacturer Item #:
Unit Price: $ 84.34
Line 15
Item ID: 1000177345
Rock Salt, Non-TDOT, Region 2, Super District 5, Grundy County
Unit of Measure: NS
Vendor Item/Part #: MOR-17
Manufacturer Item #:
Unit Price: $ 87.95
Line 16
Item ID: 1000177346
Rock Salt, Non-TDOT, Region 2, Super District 5, Marion County
Unit of Measure: NS
Vendor Item/Part #: MOR-18
Manufacturer Item #:
Unit Price: $ 86.865
Line 17
Item ID: 1000177347
Rock Salt, Non-TDOT, Region 2, Super District 5, Sequatchie County
Unit of Measure: NS
Vendor Item/Part #: MOR-19
Manufacturer Item #:
Unit Price: $ 91.53
Line 18
Item ID: 1000177348
Rock Salt, Non-TDOT, Region 2, Super District 5, Van Buren County
Unit of Measure: NS
Vendor Item/Part #: MOR-20
Manufacturer Item #:
Unit Price: $ 88.77
Line 19
Item ID: 1000177349
Rock Salt, Non-TDOT, Region 2, Super District 5, Warren
Unit of Measure: NS
Vendor Item/Part #: MOR-21
Manufacturer Item #:
Unit Price: $ 83.44
Line 20
Item ID: 1000177350
Rock Salt, Non-TDOT, Region 2, Super District 6, Bradley County
Unit of Measure: NS
Vendor Item/Part #: MOR-22
Manufacturer Item #:
Unit Price: $ 97
Line 21
Item ID: 1000177352
Rock Salt, Non-TDOT, Region 2, Super District 6, McMinn County
Unit of Measure: NS
Vendor Item/Part #: MOR-24
Manufacturer Item #:
Unit Price: $ 95.14

Line 22
Item ID: 1000177353
Rock Salt, Non-TDOT, Region 2, Super District 6, Meigs County
Unit of Measure: NS
Vendor Item/Part #: MOR-25
Manufacturer Item #:
Unit Price: $ 100
Line 23
Item ID: 1000177354
Rock Salt, Non-TDOT, Region 2, Super District 6, Polk County
Unit of Measure: NS
Vendor Item/Part #: MOR-26
Manufacturer Item #:
Unit Price: $ 100.27
Line 24
Item ID: 1000177355
Rock Salt, Non-TDOT, Region 2, Super District 6, Rhea County
Unit of Measure: NS
Vendor Item/Part #: MOR-27
Manufacturer Item #:
Unit Price: $ 97
Line 25
Item ID: 1000177356
Rock Salt, Non-TDOT, Region 3, Super District 7, Davidson County
Unit of Measure: NS
Vendor Item/Part #: MOR-28
Manufacturer Item #:
Unit Price: $ 74.31
Line 26
Item ID: 1000177357
Rock Salt, Non-TDOT, Region 3, Super District 7, Macon County
Unit of Measure: NS
Vendor Item/Part #: MOR-29
Manufacturer Item #:
Unit Price: $ 79.09
Line 27
Item ID: 1000177358
Rock Salt, Non-TDOT, Region 3, Super District 7, Smith County
Unit of Measure: NS
Vendor Item/Part #: MOR-30
Manufacturer Item #:
Unit Price: $ 77.91
Line 28
Item ID: 1000177359
Rock Salt, Non-TDOT, Region 3, Super District 7, Sumner County
Unit of Measure: NS
Vendor Item/Part #: MOR-31
Manufacturer Item #:
Unit Price: $ 75.77
Line 29
Item ID: 1000177360
Rock Salt, Non-TDOT, Region 3, Super District 7, Trousdale County
Unit of Measure: NS
Vendor Item/Part #: MOR-32
Manufacturer Item #:
Unit Price: $ 75.29

Line 30
Item ID: 1000177361
Rock Salt, Non-TDOT, Region 3, Super District 7, Williamson County
Unit of Measure: NS
Vendor Item/Part #: MOR-33
Manufacturer Item #:
Unit Price: $ 74.46
Line 31
Item ID: 1000177362
Rock Salt, Non-TDOT, Region 3, Super District 7, Wilson County
Unit of Measure: NS
Vendor Item/Part #: MOR-34
Manufacturer Item #:
Unit Price: $ 76.55
Line 32
Item ID: 1000177363
Rock Salt, Non-TDOT, Region 3, Super District 8, Cheatham County
Unit of Measure: NS
Vendor Item/Part #: MOR-35
Manufacturer Item #:
Unit Price: $ 73.68
Line 33
Item ID: 1000177364
Rock Salt, Non-TDOT, Region 3, Super District 8, Dickson County
Unit of Measure: NS
Vendor Item/Part #: MOR-36
Manufacturer Item #:
Unit Price: $ 77.73
Line 34
Item ID: 1000177365
Rock Salt, Non-TDOT, Region 3, Super District 8, Hickman County
Unit of Measure: NS
Vendor Item/Part #: MOR-37
Manufacturer Item #:
Unit Price: $ 75.77
Line 35
Item ID: 1000177366
Rock Salt, Non-TDOT, Region 3, Super District 8, Houston County
Unit of Measure: NS
Vendor Item/Part #: MOR-38
Manufacturer Item #:
Unit Price: $ 81
Line 36
Item ID: 1000177367
Rock Salt, Non-TDOT, Region 3, Super District 8, Humphrey County
Unit of Measure: NS
Vendor Item/Part #: MOR-39
Manufacturer Item #:
Unit Price: $ 81
Line 37
Item ID: 1000177368
Rock Salt, Non-TDOT, Region 3, Super District 8, Maury County
Unit of Measure: NS
Vendor Item/Part #: MOR-40
Manufacturer Item #:
Unit Price: $ 77.55

Line 38
Item ID: 1000177369
Rock Salt, Non-TDOT, Region 3, Super District 8, Montgomery County
Unit of Measure: NS
Vendor Item/Part #: MOR-41
Manufacturer Item #:
Unit Price: $ 75.95
Line 39
Item ID: 1000177370
Rock Salt, Non-TDOT, Region 3, Super District 8, Robertson County
Unit of Measure: NS
Vendor Item/Part #: MOR-42
Manufacturer Item #:
Unit Price: $ 77.81
Line 40
Item ID: 1000177371
Rock Salt, Non-TDOT, Region 3, Super District 8, Stewart County
Unit of Measure: NS
Vendor Item/Part #: MOR-43
Manufacturer Item #:
Unit Price: $ 77.55
Line 41
Item ID: 1000177372
Rock Salt, Non-TDOT, Region 3, Super District 9, Bedford County
Unit of Measure: NS
Vendor Item/Part #: MOR-44
Manufacturer Item #:
Unit Price: $ 82.77
Line 42
Item ID: 1000177373
Rock Salt, Non-TDOT, Region 3, Super District 9, Giles County
Unit of Measure: NS
Vendor Item/Part #: MOR-45
Manufacturer Item #:
Unit Price: $ 85.44
Line 43
Item ID: 1000177374
Rock Salt, Non-TDOT, Region 3, Super District 9, Lawrence County
Unit of Measure: NS
Vendor Item/Part #: MOR-46
Manufacturer Item #:
Unit Price: $ 82.44
Line 44
Item ID: 1000177375
Rock Salt, Non-TDOT, Region 3, Super District 9, Lewis County
Unit of Measure: NS
Vendor Item/Part #: MOR-47
Manufacturer Item #:
Unit Price: $ 80.55
Line 45
Item ID: 1000177376
Rock Salt, Non-TDOT, Region 3, Super District 9, Lincoln County
Unit of Measure: NS
Vendor Item/Part #: MOR-48
Manufacturer Item #:
Unit Price: $ 81.48

Line 46
Item ID: 1000177377
Rock Salt, Non-TDOT, Region 3, Super District 9, Marshall County
Unit of Measure: NS
Vendor Item/Part #: MOR-49
Manufacturer Item #:
Unit Price: $ 78.63
Line 47
Item ID: 1000177378
Rock Salt, Non-TDOT, Region 3, Super District 9, Moore County
Unit of Measure: NS
Vendor Item/Part #: MOR-50
Manufacturer Item #:
Unit Price: $ 78.63
Line 48
Item ID: 1000177379
Rock Salt, Non-TDOT, Region 3, Super District 9, Perry County
Unit of Measure: NS
Vendor Item/Part #: MOR-51
Manufacturer Item #:
Unit Price: $ 83.38
Line 49
Item ID: 1000177380
Rock Salt, Non-TDOT, Region 3, Super District 9, Rutherford County
Unit of Measure: NS
Vendor Item/Part #: MOR-52
Manufacturer Item #:
Unit Price: $ 81.66
Line 50
Item ID: 1000177381
Rock Salt, Non-TDOT, Region 3, Super District 9, Wayne County
Unit of Measure: NS
Vendor Item/Part #: MOR-53
Manufacturer Item #:
Unit Price: $ 82.44

APPROVED: Michael F Perry Digitally signed by Michael F. Perry DN: cn=Michael F. Perry, o=State of Tennessee, ou=Central Procurement Office, email=mike.perry@tn.gov, c=US Date: 2020.05.22 11:27:14 -05'00'
CHIEF PROCUREMENT OFFICER

BY: Parker Birt Digitally signed by Parker Birt DN: cn=Parker Birt, o=General Services, ou=CPO, email=parker.birt@tn.gov, c=US Date: 2020.05.22 11:11:28 -05'00'
PURCHASING AGENT

DATE

TN Department of General Services

MEMO

SWC #507 Rock Salt
Contract Information and Usage Instructions

Contract Period:
Start Date – June 1, 2020
End Date – May 31, 2023, with 2 one-year renewal options remaining.

Summary/Background Information:
This contract includes product and delivery of Rock Salt for all State agencies, local governmental units, higher education institutions, and eligible 501(c)(3) tax-exempt corporations. It should be noted that purchases fewer than 150 tons may utilize this contract but are not required to. All orders of 150 tons or larger are required to use this contract.

State Contract Administrator:
Parker Birt
Category Specialist
Central Procurement Office
(615) 291-5948
Parker.Birt@tn.gov

Contractor Contact Information:

Cargill Inc.
Edison Contract Number: 66844
Vendor Number: 582
Deseree Carver
(800) 600-7258
customercareroadsafety@cargill.com
24950 Country Club Blvd., Suite 450
North Olmstead, OH 44070

Compass Minerals America, Inc
Edison Contract Number: 66866
Vendor Number: 685
Austin Welch
(800) 323-1641
highwaygroup@compassminerals.com
9900 W 109th St. Suite 100
Overland Park, KS 66210

Detroit Salt Company LLC
Edison Contract Number: 66847
Vendor Number: 186980
Richelle Labut
(313) 841-5144 ext. 7112
sales@detroitsalt.com
12841 Sanders St.
Detroit, MI 48217

Morton Salt Inc.
Edison Contract Number: 66848
Vendor Number: 115284
Andrew Lorenzini
(312) 807-2859
alorenzini@mortonsalt.com
444 W Lake St. Ste. 3000
Chicago, IL 60606

Usage Instructions:

1. **Specific Ordering Information:**
   - Locate the Contractor that is appropriate for your county/bin location through the "SWC 507 Rock Salt TDOT and County Pricing Sheet" listed on the following website; https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html
   - Contact the appropriate Contractor and submit a purchase order for your needs.
   - Please see the contract line items for pricing information

2. **General Delivery Information:**
   - Pick up is not allowed on this contract. All salt must be delivered directly to the purchasing agency by the Contractor.
   - Deliveries must be completed during regular State business hours (Monday - Friday, 8:00 AM – 4:30 PM, excluding authorized State holidays), unless otherwise requested by the purchasing agency.

3. **Minimum Order Requirements:**
   Individual orders for less than 150 tons are exempt from purchase from this contract. User agencies will purchase by applicable purchasing procedures.

4. **Local Government/Non-TDOT Usage Instructions:**
   - Non-TDOT entities will purchase salt using the Non-TDOT pricing that is outlined in the "SWC 507 Rock Salt TDOT and County Pricing Sheet."

   - Non-TDOT entities must have an *estimated* quantity in to the Contractor by October 1; however, this notice does not commit any user entity to any purchase.

   - If a Non-TDOT entity informs their Contractor of their intent to purchase by October 1 of each contract year the Contractor will be obligated to provide service to that respective Non-TDOT entity. However, if a Non-TDOT entity fails to make this notification it will be left to the discretion of the Contractor as to whether they will

service the requesting Non-TDOT entity.

- Non-TDOT purchases will be capped at 120%. After a Non-TDOT entity purchases 120% of their total estimate, it becomes the discretion of the Contractor as to whether they can meet the additional requests. Contractors should make every effort to service Non-TDOT entities that have additional requests and should not deny requests if they have the capacity to service them.

Region and Super District Breakdown for SWC #507: Rock Salt

REGION 1

Super District 1
Carter
Greene
Hamblen
Hancock
Hawkins
Johnson
Sullivan
Unicoi
Washington

Super District 2
Anderson
Cocke
Grainger
Jefferson
Knox
Sevier
Union

Super District 3
Blount
Campbell
Claiborne
Loudon
Monroe
Morgan
Roane
Scott

REGION 2

Super District 4
Clay
Cumberland
DeKalb
Fentress
Jackson
Overton
Pickett
Putnam
White

Super District 5
Bledsoe
Cannon
Coffee
Franklin
Grundy
Marion
Sequatchie
Van Buren
Warren

Super District 6
Bradley
Hamilton
McMinn
Meigs
Polk
Rhea

REGION 3

Super District 7
Davidson
Macon
Smith
Sumner
Trousdale
Williamson
Wilson

Super District 8
Cheatham
Dickson
Hickman
Houston
Humphrey
Maury
Montgomery
Robertson
Stewart

Super District 9
Bedford
Giles
Lawrence
Lewis
Lincoln
Marshall
Moore
Perry
Rutherford
Wayne

REGION 4

Super District 10
Benton
Carroll
Dyer
Gibson
Henry
Lake
Obion
Weakley

Super District 11
Chester
Crockett
Decatur
Hardeman
Hardin
Henderson
Madison
McNairy
Haywood

Super District 12
Fayette
Lauderdale
Shelby
Tipton

Invitation to Bid (ITB)
For SWC 507 Rock Salt
Event # 32110-11462

1. Section 1 -- Background Information

1.1. The purpose of this solicitation is for the State of Tennessee to secure a statewide contract ("SWC") for Rock Salt across the State. This contract will be available for use for all Tennessee State Agencies and other Authorized Users across the State. While the total purchases of any individual item on the contract are not known, the Central Procurement Office has attempted to give an accurate estimate of probable purchases and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the State will buy any or all estimated amounts. The historical State spend from June 1, 2017 to January 13, 2020 was $15,185,000.

1.2. **Statewide Contract**. The purpose of this Invitation to Bid is to establish a source or sources of supply for all Tennessee State Agencies, Tennessee local governmental entities, the board of trustees of the University of Tennessee system, the Tennessee board of regents system or the state university boards, and the nonprofit entities identified in Tenn. Code Ann. § 33-2-1001.

1.3. **Pre-response Conference Notification**. The Central Procurement Office will hold a pre-response conference for this solicitation at the date, time, and location specified below:

Date/Time: March 18, 2020 at 10:30 am CST
Location: No in-person location available
Join via WebEx at:
https://tngov.webex.com/tngov/j.php?MTID=me0541e95887a632a706d2b8f22e599d2
Call-in Option: 415-655-0003
Meeting Access Code: 643 639 940
Meeting Password: pgMQpBET523

Prospective respondents are encouraged to attend this pre-response conference; however, attendance is not mandatory in order to submit a response. The Central Procurement Office conducts pre-response conferences to discuss and answer questions prior to response due date. The pre-response conference is for informational purposes only. Nothing stated at the pre-response conference shall change the solicitation unless the change is reflected in writing and disseminated to all prospective respondents that attended the pre-response conference.

1.4. **Accommodation for People with Disabilities**. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-response conference or other scheduled function should contact the Solicitation Coordinator to discuss any auxiliary aids or services needed. Such contact should be made no less than three (3) business days prior to the public meeting to allow time for the Solicitation Coordinator to provide needed aids or services.

1.5. **Questions**. Respondents may submit written questions about this ITB to the Solicitation Coordinator. All questions must be submitted no later than March 24, 2020.

1.6. **Responses Due**. The response must be received by the State on or before the date and hour designated for the response opening. Responses that are submitted untimely shall be rejected.

2. Award Criteria

2.1 **Option to Award by Line Items or Grouped Lines.** The State may award a single contract for all line items or group of line items to the respondent whose response meets the requirements and criteria in this ITB at the lowest cost. Alternatively, the State may award separate contracts for each line items or group of line items using the following methods:

Award by Line Items: The State may award a single contract or separate contracts to the respondent whose response meets the requirements and criteria in this ITB at the lowest cost. Each award will be made by the following method: Award by Line Item.

To determine the respondent with the lowest cost per line item, line item totals shall be calculated by adding the unit price and delivery charge price, in accordance with the Evaluation Model.

Award by Grouped Lines: In the event a Respondent is awarded all Line Items within a group, then contracts may be awarded by Grouped Lines according to the following method:

Group 1 – TDOT Locations, Each County
Group 1 – TDOT Locations, Each Super District
Group 1 – TDOT Locations, Each Region
Group 2 – Non-TDOT Locations, Each County
Group 2 – Non-TDOT Locations, Each Super District
Group 2 – Non-TDOT Locations, Each Region

3. Standard Terms of the Solicitation

3.1. **Respondent Registration**. Pursuant to Tenn. Code Ann. § 4-56-105 all respondents must be registered prior to the issuance of a contract or a purchase order. Respondents can register online at the State of Tennessee Supplier Portal:

https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST

3.2. **Respondent's Ability to Perform.** The State shall have the right to require evidence of the respondent's ability to perform the services or deliver the goods required pursuant to the terms and conditions of this ITB.

3.3. **Quality of Workmanship and Materials**. Unit price responses are requested on goods or services that equal or exceed the specifications, unless the specifications limit the dimensions, brands, or model of goods or services. The absence of detailed specifications or the omission of detailed descriptions shall mean that only the best commercial practices and only first quality goods and workmanship shall be supplied.

3.4. **Performance**. The respondent who is awarded a contract will be responsible for delivering the goods or providing the services set out in this ITB. All goods or services are subject to inspection and evaluation by the State.

3.5. **Clarifications**. The State reserves the right to conduct clarifications or negotiations with one or more respondents. All communications, clarifications, and negotiations shall be conducted in a manner that is fair and transparent.

3.6. **Negotiations**. The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

3.7. **Response Cancellation and Rejection**. The State may cancel this ITB in its entirety and reissue it in whole or in part.

The State may reject any or all responses in its sole discretion. Additionally, the State may reject a response that: (a) qualifies the offer to provide goods or services as required by this ITB; (b) proposes alternative goods or services unless expressly requested by this ITB; (c) involves collusion, consultation, communication, or agreement among respondents; (d) includes information the respondent knew or should have known was materially incorrect; or (e) does not comply with the terms, conditions, specifications, or performance requirements of this ITB.

After the State opens the responses, no price changes shall be permitted except

pursuant to target pricing or best and final offer negotiations as specified in this ITB.

3.8. **Communications and Contacts.** Prospective respondents must direct communications concerning this ITB to the following person designated as the Solicitation Coordinator:

Parker Birt
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
615-291-5948
Parker.Birt@tn.gov

Unauthorized contact about this ITB with employees or officials of the State of Tennessee except as detailed in this ITB may result in disqualification from consideration under this procurement process. Notwithstanding the foregoing, respondents may alternatively contact:

Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran owned, businesses owned by persons with disabilities and small businesses as well as general, public information relating to this ITB (visit https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html for contact information); and

The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and associated federal regulations:

Helen Crowley
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102
615-741-1035
Helen.Crowley@tn.gov

3.9. **Responses Submitted by Mail**. If submitting a response by mail: (1) all prices must be typed or written in ink on the "Line Details" portion of this ITB; (2) any corrections, erasures, or other alterations to prices must be initialed by the respondent; and (3) the response shall be manually signed by the respondent in ink. Each individual response must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the response opening date. Responses should be mailed in a properly labeled sealed envelope to the following address:

Bidder Services
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102.

Failure to comply with these requirements may result in rejection of the response.

3.10. **Models Included in Response**. All goods identified in the response must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of response opening. Goods may include internal refurbished or reconditioned components normally used in the manufacturing process and deemed and warranted and sold as new equipment by the manufacturer.

3.11. **Respondent Certification**. By signing or electronically submitting the response, the respondent agrees to the terms and conditions of this ITB and certifies that all goods or services included in the response meet or exceed the Scope or Specifications of this ITB. The respondent agrees that, if it is awarded a contract, it will deliver goods or services that meet or exceed the specifications in this ITB.

3.12. **Exceptions or New Terms or Conditions**. Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive. A response deemed nonresponsive will not be considered for an award of a contract.

3.13. **Conflict of Interest**. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this ITB:

a. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

b. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

c. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.14. **Specifications Govern**. Brands or model numbers identified in the specifications of this ITB are deemed to meet all written specifications. In the event of a conflict between specified brands and models and the written specifications, the conflict shall be resolved in favor of the written specifications.

3.15. **Firm Offer**. The response constitutes a firm offer that is irrevocable for ninety (90) days. An award of a contract shall, subject to necessary State approvals, be binding on the respondent without any further action by the respondent.

3.16. **F.O.B. Destination**. Respondent's prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State.

3.17. **Tax Exemption.** The State of Tennessee is exempt from local, state, and federal excise taxes. These taxes shall not be included in respondent's prices. The successful

respondent shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this ITB.

3.18. **Prompt Pay Discount**. Any prompt pay discounts offered by respondents shall be extended to all authorized users of the contract.

3.19. **Fixed Discount or Surcharge**. The percent discount or surcharge per line item must be fixed for the contract's term.

3.20. **On-site Inspection**. All respondents should visit the site to take exact measurements and examine the premises to become familiar with any problems or unusual circumstances. No allowances will be made by the State for errors in quotations due to any respondent not visiting the site prior to submitting their response. Respondents shall be responsible for their own measurements.

3.21. **Used Equipment**. When this ITB authorizes offers of used items, no used item is acceptable if serial numbers or any other manufacturer's identifying label or markings have been removed, obliterated, or changed in any way.

3.22. **Tennessee Contractor License**. Respondents shall be properly licensed as of the date it files a response to this ITB and shall provide evidence of compliance with all applicable provisions of the Contractors Licensing Act of 1994, Tenn. Code Ann. § 62-6-101, *et seq.* in providing the specified information within this ITB. Any response that does not comply with Tenn. Code Ann. § 62-6-119, when applicable, shall be rejected.

3.23. **Purchase of Materials for Highways or Roadways**. Respondents must comply with Tenn. Code Ann. § 54-5-135 when purchasing materials used for highway or road construction, resurfacing, or maintenance.

3.24. **Energy Star Products**. Any goods ordered by the State must be Energy Star certified and meet applicable Energy Star specifications for energy efficiency.

3.25. **Safety of Chemical Products**. All respondents awarded a contract must maintain, for all of its chemical products available under this Contract, a Safety Data Sheet ("SDS") on the chemical manufacturer's website. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is accessible to the public, free of charge.

3.26. **Professional Licensure**. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a respondent provides for consideration and evaluation by the State as a part of a response to this ITB, shall be properly licensed to render such opinions. Upon submitting the response, the respondent (and respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any respondent to submit evidence of proper licensure.

3.27. **Department of Revenue Registration**. Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this ITB. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

3.28. **Prohibition of Illegal Immigrants**. Any respondent awarded a contract shall comply with Tenn. Code Ann. § 12-3-309 and submit semi-annual attestations to the State.

3.29. **Inspection of Procurement File**. All respondents have the right to inspect the procurement file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested respondents should contact the Solicitation Coordinator following the response opening date or once the file is open for the seven (7) day inspection period. A "Notice of Intent to Award" letter will be sent to all respondents detailing which respondent(s) has been recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the procurement file will be provided to the respondent.

3.30. **Protest by Respondent**. Pursuant to Tenn. Code Ann. § 12-3-514, any actual respondent may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: https://www.tn.gov/generalservices/procurement.html. If a written protest and a protest bond are not received by the end of the seven-day period to protest, then the Solicitation Coordinator will proceed with the contract award.

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation
The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)
Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)
"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)
"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars ($10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)
"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:
https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html

Instructions
As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at:
https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215
directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ( )	Email:
Does the Respondent qualify as the diversity business enterprise? ___ Yes ___ No If yes, which designation does the Respondent qualify? ___MBE ___WBE ___DSBE___SDVBE __SBE Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	**% of Contract**	**Estimated Amount**	**MBE/ WBE/ SDVBE/ SBE / DSBE Designation**	**Currently Certified (Yes or No)**
Business Name: Contact Name: Contact Phone:				
Business Name: Contact Name: Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810
We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____

Printed Name and Title of Signatory _____

Statewide Contract # SWC 507 Rock Salt

4. SCOPE:

4.1. **Scope.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed in the Scope or Specifications set forth in the Invitation to Bid and meet all service and delivery timelines as specified by the Invitation to Bid.

4.2. **Warranty Clauses:**

4.2.1. **Warranty.** Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

4.2.2. **Warranty for Resale of Goods.** For all goods provided under this Contract, Contractor shall pass-through to the State any manufacturers' warranties. In addition, for a period of one (1) year after any receipt of any goods under this Contract, Contractor expressly warrants that all such goods are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects; (d) in conformity with the intended purpose and for the particular purpose for which they were designed; and (e) in conformity with Contractor's samples, if any.

4.3. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

5. TERM OF CONTRACT:

5.1. **Term of Contract.** This Contract shall be effective on June 01, 2020 ("Effective Date") and extend for a period of 36 months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

5.2. **Renewal Options**. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to 2 renewal options under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

5.3. **Term Extension.** The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option.

6. PAYMENT TERMS AND CONDITIONS:

6.1. **Estimated Liability.** The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be $30,000,000 ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

6.2. **Price Changes.** Prices identified in the Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source, shall remain firm for 365 days ("Firm Price Period").

a) Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.

b) Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include independently verifiable documentation that supports Contractor's request for a price increase; not constitute an increase in Contractor profit; and reflect a price increase that is applicable to all of Contractor's customers.

c) Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

6.3. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

6.4. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Contract. Contractor shall submit invoices and necessary supporting documentation to the State Agency that requested goods or services no later than thirty (30) days after goods or services have been provided.

a) Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

1. Invoice number (assigned by the Contractor);
2. Invoice date;
3. Contract number (assigned by the State);
4. Purchase order number (assigned by the State);
5. Customer account name: The State of Tennessee;
6. Customer account number (assigned by the Contractor to the above-referenced Customer);
7. Contractor name;
8. Contractor Tennessee Edison supplier ID number;
9. Contractor contact for invoice questions (name, phone, or email);
10. Contractor remittance address;
11. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
12. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
13. Applicable payment methodology of each good or service invoiced;
14. Amount due for each compensable unit of good or service; and
15. Total amount due for the invoice period.

b) Contractor's invoices shall:

1. Only include charges for goods delivered or services provided as described in this Contract and in accordance with payment terms and conditions set forth in this Contract;
2. Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
3. Not include a line item for Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal Property taxes, or income taxes; and
4. Include shipping or delivery charges only as authorized in this Contract.

The timeframe for payment (or any discounts) begins only when the State is in receipt of an undisputed invoice that meets the minimum requirements of this Section.

6.5. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

6.6. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with this Contract, to not constitute proper compensation for goods delivered or services provided.

6.7. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

6.8. **Prerequisite Documentation**. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a) The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b) The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

7. MANDATORY TERMS AND CONDITIONS:

7.1. **Substitute Items Offered by the Contractor.** In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.

7.2. **Minimum Order.** Individual orders for less than 150 tons are exempt from purchase from this contract. User agencies will purchase by applicable purchasing procedures.

7.3. **Purchase Order Release.** Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.

7.4. **Delivery.** Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. All quotations shall be F.O.B. destination.

7.5. **Required Approvals.** The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

7.6. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a party.

The Contractor:

Contractor
Contractor's Contact Name & Title
Address
Email Address
Telephone Number

State of Tennessee:

Parker Birt
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
615-291-5948
Parker.Birt@tn.gov

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

7.7. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties and approved by all applicable State officials.

7.8. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

7.9. **Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

7.10. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

7.11. **Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

7.12. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an

employee of the State of Tennessee.

7.13. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

7.14. **Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, 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:

1. Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
2. Layoff or termination;
3. Rates of pay or other forms of compensation; and
4. Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

7.15. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a) The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-.html, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation

that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b) Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c) The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d) The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e) For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

7.16. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

7.17. **Monitoring.** The Contractor's activities conducted and records maintained, pursuant to this Contract, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

7.18. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.

7.19. **Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

7.20. **Independent Contractor.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties are independent contracting

entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not employees or agents of the other party.

7.21. **Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

7.22. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

7.23. **Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

7.24. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and

provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

7.25. **Statewide Contract Reports.** All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

a) Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by State Agencies, including State Agencies of the judicial or legislative branch, local governmental entities in the State of Tennessee, including but not limited to educational institutions, local governmental authorities, quasi-governmental bodies ("Other Governmental Bodies"), and certain not-for-profit entities under Tenn. Code Ann. § 33-2-1001. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency, Other Governmental Body or not-for-profit entity
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

b) Diversity Business and Subcontractor Usage Reports: The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, persons with disabilities, and Tennessee service-disabled veterans. Such reports shall be submitted to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

c) Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

7.26. **HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health

Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a) Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Contract.

b) Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c) The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

7.27. **Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

7.28. **Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 -- 608. Compliance with applicable registration requirements is a material requirement of this Contract.

7.29. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

7.30. **Force Majeure**. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

7.31. **State and Federal Compliance.** The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

7.32. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 -- 408.

7.33. **Entire Agreement.** This Contract is complete and contains the entire understanding between the parties relating to its subject matter, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.

7.34. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

7.35. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

7.36. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a) any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b) this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);

c) any clarifications of or addenda to the Contractor's response seeking this Contract;

d) the Invitation to Bid, as may be amended, requesting responses in competition for this Contract;

e) any technical specifications provided to respondents during the procurement process to award this Contract; and,

f) the Contractor's response seeking this Contract.

7.37. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

7.38. **Insurance Requirements:**

7.38.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to

represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

7.38.2. **Workers' Compensation and Employer Liability Insurance.**

a) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

c) In an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

d) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

1. The Contractor employees fewer than five (5) employees;

2. The Contractor is a sole proprietor;

3. The Contractor is in the construction business or trades with no employees;

4. The Contractor is in the coal mining industry with no employees;

5. The Contractor is a state or local government; or

6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

7.38.3. **Commercial General Liability Insurance.**

a) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

7.38.4. **Automobile Liability Insurance**

a) In the event that the Contractor (1) owns, leases, or otherwise operates an automotive vehicle and (2) intends to use such vehicle in furtherance of their Contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract, then the Contractor shall provide to the State proof of the Contractor's automobile liability insurance policy. Such automobile liability insurance policy shall maintain limits not less than the minimum liability limits established by the relevant authority under which said vehicle is licensed. Such verification is required whether or not the State intends to reimburse the Contractor for mileage.

b) If the Contractor DOES NOT (1) own, lease, or otherwise operate an automotive vehicle or (2) WILL NOT operate or otherwise employ a personal vehicle in furtherance of their contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract, then the Contractor shall provide to the State a letter signed by the Contractor certifying as to the above. In the event that such situation changes over the course of the Term of this Contract as described in provision 1) above, the Contractor shall inform the State and provide proof of automobile liability insurance before such time as the Contractor shall use such vehicle in furtherance of their Contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract.

7.38.5. **Pollution/Environment Liability Coverage**

a) Coverage would respond to claims from 3rd parties for bodily injury, property loss or property damage resulting from any unexpected release of pollutants or hazardous waste exposure during the contractor's performance of duties under the contract. This type of coverage would also cover clean-up costs caused by contamination and associated with the release of toxic waste materials.

b) The Contractor shall maintain Pollution/Environment Liability Coverage with a minimum of one million dollars ($1,000,000) per occurrence with an aggregate limit of at least one million dollars ($1,000,000).

7.39. **Major Procurement Contract Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

7.40. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal

law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

8. **SPECIAL TERMS AND CONDITIONS:**

8.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

8.2. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

8.3. **Authorized Users -- Statewide Contract.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies.

The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);

b) Tennessee local governmental agencies;

c) the board of trustees of the University of Tennessee system, the Tennessee board of regents system, or the State university boards;

d) any private nonprofit institution of higher education chartered in Tennessee; and,

e) any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and

Substance Abuse Services or the Department of Intellectual and Developmental Disabilities to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

8.4. **State of Tennessee Administrative Fee.** A one percent (1%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract for non-TDOT locations. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract usage of all Authorized Users. The administrative fee is due to the State no later than forty-five (45) days after the end of the specified reporting period, as detailed below:

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:
Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:
Contract Administrator
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Email: CPO.SWC@tn.gov

8.5. **Additional Lines, Items or Options.** At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a) After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

1. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
2. Any pricing related to the new lines, items, or options;
3. The expected effective date for the availability of the new lines, items, or options; and
4. Any additional information requested by the State.

b) The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c) To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d) Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

8.6. **Survival.** The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.