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TUESDAY, OCTOBER 22, 2019
CITY COUNCIL AGENDA
6:00 PM

- I. Call to Order by Chairman Oglesby.
- II. Pledge of Allegiance/Invocation (Councilman Smith).
- III. Special Presentations.

National Domestic Violence Awareness Month Proclamation

By Councilwoman Carol Berz

World Ballet Day Proclamation

By Vice-Chairman Chip Henderson

Order of Business for City Council

- IV. Minute Approval.
- V. **Ordinances – Final Reading:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [An ordinance amending Chattanooga City Code, Part II, Chapter 19, Section 19-86\(b\)\(1\), relating to Qualifications of Journeyman Gas Fitters.](#)
- b. [An ordinance amending Chattanooga City Code, Part II, Chapter 27, Section 27-57\(b\), relating to Master Plumber’s Certificates of Competency.](#)

- VI. **Ordinances - First Reading:**

PUBLIC WORKS AND TRANSPORTATION

Transportation

- a. [MR-2019-0132 Chris Anderson, Agent for the Owner of the Adjacent Property, Georgia-Cumberland Conference of Seventh Day Adventists \(Abandonment\). An ordinance closing and abandoning the unopened 4100 block of Bellview Avenue, as detailed on the attached map, subject to certain conditions. \(District 5\)](#)

VII. **Resolutions:**

FIRE

- a. A resolution authorizing the Chief of the Chattanooga Fire Department to execute a Software Upgrade Agreement (SUA) with Motorola for hardware and software, in the amount of \$266,879.00; and a Maintenance Purchasing Agreement, in the amount of \$296,542.50, for support of the Fire Station Alert System, for a total amount of \$563,421.50.

HUMAN RESOURCES

- b. A resolution authorizing the appointments of Kimberly Nicole Lacey and Beverly Nichols, as special police officers (unarmed) for the McKamey Animal Center, to do special duty as prescribed herein, subject to certain conditions.

MAYOR'S OFFICE

- c. A resolution authorizing the City of Chattanooga to accept a grant from the Tennessee Commission on Children and Youth to Fund Project A.I.D. (Adolescent Intervention and Development) managed through the Family Justice Center, for an amount not to exceed \$34,416.00.
- d. A resolution authorizing the City of Chattanooga to accept a grant from the Department of Justice Office of Victims of Crime (OVC) to fund the creating a new pathways of Hope and Healing Project managed through the Family Justice Center, for an amount not to exceed \$688,160.00.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. A resolution authorizing the approval of Change Order No. 1 (Final) for RTD Construction Company, Inc. of Zephyrhills, FL, relative to Contract No. W-10-004-201, East Brainerd Pump Station Upgrades, for the increased amount of \$210,573.04, to release the remaining contingency amount of \$327,426.96, for a revised contract amount of \$5,592,664.04. (District 4)
- f. A resolution authorizing the award of Contract No. Y-19-010-201 to Tri-State Roofing Contractors, LLC of Chattanooga, TN, Replacement Roofing System for East Lake Senior Center, in the amount of \$34,191.00, plus a contingency amount of \$5,000.00, for a total amount of \$39,191.00. (District 7)

Transportation

- g. A resolution authorizing the Administrator for the Department of Transportation to apply for and, if awarded, accept a grant from the Blue Cross Blue Shield of Tennessee Foundation for the Bike Chattanooga neighborhood station expansion, for an amount not to exceed \$225,000.00.

Agenda for Tuesday, October 22, 2019

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VIII. Purchases.

IX. Other Business.

[Report on Debt Obligation - Motorola Software Upgrade Agreement II \(SUA II\)](#)

X. Committee Reports.

XI. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XII. Adjournment.

TUESDAY, OCTOBER 29, 2019
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order by Chairman Oglesby.
2. Pledge of Allegiance/Invocation (Councilman Ledford).
3. Special Presentation.

Order of Business for City Council

4. Minute Approval.
5. **Ordinances - Final Reading:**

PUBLIC WORKS AND TRANSPORTATION

Transportation

- a. [MR-2019-0132 Chris Anderson, Agent for the Owner of the Adjacent Property, Georgia-Cumberland Conference of Seventh Day Adventists \(Abandonment\). An ordinance closing and abandoning the unopened 4100 block of Bellview Avenue, as detailed on the attached map, subject to certain conditions. \(District 5\)](#)
6. **Ordinances – First Reading: (None)**
7. **Resolutions:**

LEGAL

- a. [A resolution amending Resolution No. 29963 to add the law firm of Bass, Berry & Sims, and authorizes the Office of the City Attorney to engage said law firm for legal services in corporate, transactional, intellectual property & administrative matters for the period of July 1, 2019 through June 30, 2020.](#)

PUBLIC WORKS

Public Works

- b. [A resolution authorizing the approval of Change Order No. 3 for CH2M Hill Engineers, Inc. relative to Contract No. W-15-002-101, Friar's Branch South Chickamauga Creek 5 Interceptor Rehabilitation for additional professional services, in the amount of \\$40,000.00, for a revised contract amount of \\$1,037,690.00. \(Districts 5 & 6\)](#)

Transportation

- c. [A resolution authorizing the Administrator for the Department of Transportation to renew the services agreement between the City of Chattanooga and Sensys America, Inc. for Traffic Infraction Detection and Enforcement Program for one \(1\) year from March 25, 2019 until March 25, 2020, as described in the attached services agreement.](#)

8. Purchases.

9. Other Business.

10. Committee Reports.

11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

12. Adjournment.

Proposed City Council Purchases 10-22-2019

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	SUMMARY Additional Supplementation Requested Collected Prior to Council Session
R190676 Public Works Department	New Blanket Contract - Haworth Open Office Landscape Furniture - City Wide - Facilities Management Division - Public Works Department	-	-	Nashville Office Interior (NOI) 611 3rd Avenue South Nashville, TN 37210	Estimated \$100,000.00 Annually	General Fund	New Blanket Contract - Haworth Open Office Landscape Furniture - City Wide - Facilities Management Division - Public Works Department. The City of Chattanooga will issue an eleven (11) month contract - the State of Tennessee contract dates are September 1, 2019 and will be renewed through August 31, 2020 - with two (2) additional twelve (12) month renewal terms. This contract will be utilizing the State of Tennessee contract number SWC238-64063. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.



City of Chattanooga

Mayor Andy Berke

October 15, 2019

Mr. Justin Holland
Administrator, Public Works Department
Facilities Management Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

Subject: R190676– Haworth Open Office Landscape Furniture – City Wide –
Facilities Management Division – Public Works Department

Dear Mr. Holland:

The Public Works Department may now seek Council approval to issue a blanket contract for Haworth Open Office Landscape Furniture for the Facilities Management Division. The contract will be for eleven (11) months with the option to renew for two (2) additional twelve (12) month terms. The State of Tennessee contract dates are September 1, 2019 and will be renewed through August 31, 2020 with two (2) renewal option. This contract will be utilizing the State of Tennessee contract number SWC238-64063. The estimated annual expenditure for this contract is not to exceed \$100,000. A copy of the State contract is attached. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.

I recommend approval of this blanket contract to Nashville Office Interior (NOI), 611 3rd Avenue South, Nashville, TN 37210, which has a location in Chattanooga at 4167 South Creek Road, Chattanooga, TN 37406, based on the State of Tennessee bid meeting the specifications for the City of Chattanooga.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/mlm

Attachments



Contract Detail

Contract Pricing Extended to Local Governments and State Agencies

Contract ID: 0000000000000000000000064063 **SWC 238- Office Furniture**
 Buyer Name: Lattner,Lindsey Buyer Email: lindseylattner@tn.gov
 Supplier: Nashville Office Interiors Inc Telephone: 615-741-1035
 Contract Begin Date: 09/01/2019 Contract End Date: 08/31/2022

Contract Line Detail

Item ID	Item Description	Category ID	UNSPSC Code	Line	Unit of Measure	Base Price
1000139197	Furniture Installation Services, Hourly Rate, de-installation and re-installation	83080	72153606	1	HR	45.00000
1000139198	Consulting Services, Furniture -Related, Hourly Rate	83080	72153606	2	HR	65.00000
1000187200	Noise Suppression, Installation Services, Hourly Rate, de-installation and re-installation	84453	81141803	3	HR	153.00000
1000187201	Furniture Installation Services, After-hours and Weekend Hourly Rate, de-installation and re-installation	83080	72153606	4	HR	55.00000
1000187202	Noise Suppression Installation Services, After-hours and Weekend, Hourly Rate, including de-installation and re-installation	84453	81141803	5	HR	226.00000
1000187203	Noise Suppression, Consulting Services, Hourly Rate	84453	81141803	6	HR	154.00000
	Steel Files Storage/Casegoods - X Series, See Chart for Discount Percent	83975	80111617	7	P1	
	Locks- Lock Program, See Chart for Discount Percent	83975	80111617	8	P1	
	Steel Pedestal Storage/Files & Peds- V-Series, See Chart for Discount	83975	80111617	9	P1	
	Seating- Very Side & Task, See Chart for Discount Percent	83975	80111617	10	P1	
	Panels- Unigroup, See Chart for Discount	83975	80111617	11	P1	
	Panels- Unigroup II, See Chart for Discount	83975	80111617	12	P1	
	Worksurfaces- Adjustable Components, See Chart for Discount Percent	83975	80111617	13	P1	
	Pencil Tray/Peds- X Series, See Chart for Discount Percent	83975	80111617	14	P1	
	Tables, Height Adjustable Tables- Hop & Jump Tables, See Chart for Discount Percent	83975	80111617	15	P1	
	Organizational Worktools- Belong & Jumstuff Work Tools, See Chart for Discount Percent	83975	80111617	16	P1	
	Tackboards/Slatwalls- Places, See Chart for Discount Percent	83975	80111617	17	P1	
	Seating/Chairs- Hello, To-do, Harbor Work Lounge, Openst, Poppy, See Chart for Discount Percent	83975	80111617	18	P1	
	Task Seating- Improv, See Chart for Discount Percent	83975	80111617	19	P1	
	Tables, Planes, Compose Wood Storage, Easel- Planes Tables, Compose wood, See Chart for Discount Percent	83975	80111617	20	P1	
	Deskings, Wire Management- Patterns, Reside Deskings, See Chart for Discount Percent	83975	80111617	21	P1	
	Casegoods- Pricelist 1 and 2, National, See Chart for Discount Percent	83975	80111617	22	P1	
	Seating- Tables 3 and 4, National, See Chart for Discount	83975	80111617	23	P1	
	Noise Suppression- Cambridge Sound Masking, See Chart for Discount	83975	80111617	24	P1	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
NASHVILLE OFFICE INTERIORS**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Nashville Office Interiors ("Contractor"), is for goods and services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a C-Corporation

Contractor Place of Incorporation or Organization: 611 3rd Avenue South Nashville, TN 37210

Contractor Edison Registration ID # 0000091567

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Account Manager – This term shall have the meaning as ascribed to it in Contract Section A.9.l.
 - b. Ancillary Items – This term shall mean a Catalog category that includes items such as lockers, marker boards, noise suppression devices. This is a category of furniture that is further outlined in Section A.3.
 - c. Authorized User – This term shall have the meaning as ascribed to it in Contract Section E.7.
 - d. Catalog – This term shall mean the price list submitted in response to RFP #32110-19100, Release # 2 that will become Contract Attachment C. This Catalog shall contain, at a minimum, list price, item description, and part numbers for all goods and services being offered within the scope of this Contract. See Contract Section A.10 and Contract Attachment C for more information.
 - e. Consulting Services – This term shall mean services that include, but may not be limited to, space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, assistance with furniture selection, interior office design, and computerized installation drawings.
 - f. Casegoods – This term shall mean a Catalog category that includes, but is not limited to, bookcases, wardrobes, cabinets, free standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls. This is a category of furniture that is also further outlined in Section A.3.
 - g. Installation Services – This term shall mean services that include, but may not be limited to, all labor required to disassemble, assemble, deliver, set-up, install, or otherwise finish an office installation or remodel project.
 - h. Lead Installer – This term shall have the meaning as ascribed to it in Contract Section A.9.m.
 - i. Open Office Systems Furniture – This term shall mean a Catalog category that consists of objects that are movable, ergonomic, and intended to support the various activities that occur in an office setting. This term shall include items such as open office landscape furniture (i.e. systems furniture), cubicle walls, and cubicle-wall mounted cabinets and shelving, storage, filing, and associated accessories. This is a category of furniture that is also further outlined in Section A.3.
 - j. Seating – This term shall mean a Catalog category that includes, but is not limited to, executive, task/work, guest/side, reception/lounge, conference room, stackable/foldable, and stools. This is a category of furniture that is further outlined in Section A.3.
 - k. State Contract Manager – This term refers to the State contact listed in Contract Section D.2.
 - l. Tables – This term shall mean a Catalog category that includes freestanding units having a work surface that are supported by legs or pedestals and may include drawers, doors, or other storage elements. This is a category of furniture that is also further outlined in Section A.3.
- A.3. Furniture Categories and Requirements. The State's requirements for the Contractor's furniture product line, design, style, materials, workmanship, performance, safety, and services are set forth in this Section A of the Contract. See Attachment D - Office Furniture Renderings for physical representations and supplementary information for selected products. Note that not all options and requirements below may be outlined in the renderings shown in Attachment D. This Contract Section A.3 shall govern in the event of a conflict between the specifications outlined in Attachment D and Contract Section A.3. The furniture categories within the scope of this Contract include the following:

- a. Ancillary Items. The Catalog shall contain ancillary items including, but not limited to, the following:
- o Lockers:
 - Metal or laminate chassis with laminate door front; Doors shall be individually locking with use of a key/core;
 - Size per cubby shall be 18"d x 18"w x 18"h, with a depth or height variance of plus (+) or minus (-) 3"; a width variance of plus (+) or minus (-) 6" of these dimensions; and
 - One adjustable metal shelf per cubby.
 - o Mobile Marker Board:
 - Writable surface to be between 30-48" in width, with a variance of plus (+) or minus (-) 3";
 - Marker and eraser tray or holder to be included; and
 - Shall have marker board surface on both sides.
 - o Noise Suppression Device:
 - The Contractor shall grant the State access to a sound masking system, which will provide ambient background sound to reduce noise distractions, protect speech privacy, and increase office comfort. All components of the sound masking system shall be supplied by the same manufacturer. This sound masking system will be warranted in accordance with Section A.13.
 - The controller shall consist of all electronics required for operating a sound masking system from a single accessible location within the building in which the controller is installed. **Systems with distributed electronic packages above ceilings are not acceptable.** The controller shall provide zone control and shall be sufficient to generate sound masking, audio control, and audio power for a range of coverages. Each audio output shall provide four uncorrelated channels of masking noise to minimize phase interference and hotspots. The complete system shall consume less than 7 watts of power. The unit shall meet all requirements of Underwriters Laboratories (UL), the US and Canadian National Electrical Codes, FCC Part 15, and all pertinent UK and EU codes.
 - The emitter shall be a white finish and consist of a single 1.25" (3.17 cm) full range transducer installed in a sealed airtight enclosure. The enclosure and grill shall be one piece with material meeting UL Standard 2043 requirements for heat and smoke release, in accordance with the provisions of the following codes: National Electric Code, National Fire Protection Association (NFPA) 70; International Mechanical Code, NFPA 5000; Standard for the Installation of Air Conditioning and Ventilating Systems, and NFPA 90A. The emitter shall be provided with internal logic to automatically sequence 4 channels of mutually incoherent masking sound generators when connected with standard CAT type cables. Input and output receptacles shall be standard RJ45 quick connect network type with positive locking. A twist-and-lock mounting ring shall be provided for quick and secure mounting in ceiling materials. The enclosure shall provide a secondary attachment for a security cable where required by local authorities.
 - The cabling shall be plenum-rated UL-listed.
 - Any noise suppression devices in the Catalog shall be equal to or exceed the Cambridge QT Series line. Further testing, specifications, and warranty information can be found at the following URL: <https://cambridgesound.com/wp-content/uploads/2018/09/QtPro-Sound-Masking-System-Specification.docx>
 - Site verification services;
 - Control modules;
 - All white plenum rated UL-listed cabling; and
 - Installation services.
- b. Casegoods. This Catalog shall include contemporary wood veneer freestanding furniture and may include, but not be limited to, the following products:

- Wood breakfront desk approximately 36"d x 72"w with full modesty panel and locking box/box/file pedestal;
 - Wood bridge approximately 24"d x 48"w with full modesty and center drawer;
 - Wood credenza approximately 24"d x 72"w with full modesty panel and locking file/file pedestal;
 - Wood locking 2-drawer lateral file approximately 24"d x 36"w;
 - Wood locking set-on high back organizer approximately 72"w with glass-insert doors, 72"w tackboard, and task light;
 - Wood frame armed guest chair with upholstered seat and back;
 - Round wood table approximately 36"-42" in diameter with wood base; and
 - 5-shelf wood bookcase approximately 36"w.
 - Additionally, any Caseloads in the Catalog must be equal to or exceed the National Escalade, Paoli Kindle, or JSI Vision lines.
- c. Open Office Systems Furniture. The Catalog shall include a variety of component selections such as a full range of drawer and component accessories, variously-sized work surfaces, counter caps, and (but not limited to) the below products:
- Acoustical panels;
 - Fully open frame panels (frame only; no insert tiles);
 - Glazed panels (frame with glass insert);
 - Glazed add-on panels (stackers, toppers) to increase panel height. To be available in frosted and clear glass To be approximately 16" in height;
 - High Pressure Laminate surface panels (finishes shall match all other finishes in the product line);
 - 78-85"h glass or acrylic hinged or sliding door. Shall be lockable; Cable management accessories;
 - Variety of power distribution entry product types, including base and ceiling entry that minimizes the occurrence of harmonics;
 - Slat or rail tile to accommodate paper management accessories;
 - Paper management accessories;
 - Articulating keyboard trays or drawers;
 - Coat hooks;
 - Marker boards, architectural wall, and panel mounted;
 - Tack boards, architectural wall and panel mounted;
 - 18" to 30" deep work surfaces;
 - Lower metal storage components in various depths (fixed BBF and FF pedestal, lateral file, mobile pedestal);
 - Key, wedge, or jetty work surface in 60" and 72" lengths;
 - Free standing items such as mobile box/file pedestal, 3-and-5 shelf metal bookcases, etc.;
 - Repair and replacement parts;
 - Wire management, through panel integrally or attached to surface; and
 - Deeper overhead storage components that are a minimum of 13" inside clear depth.
- All panels and components shall be of a design, material, and workmanship to withstand hard daily usage over an extended life with minimal maintenance and repair needed. All panels shall stand erect and rest firmly on their bases to assure a stable, safe, and stationary work station.
 - Panels shall be capable of being arranged in a variety of configurations and shall have the capability of having two (2), three (3), or four (4) panels radiating from a single point.
 - The panel system shall include panel widths (in 6" increments) from 24" to 48", with a variance of plus (+) or minus (-) 2" and at least four (4) panel heights in ranges from 28" to 36", 42" to 54", 60" to 69", and 80" to 85", with a variance of plus (+) or minus (-) 2".
 - The system shall consist of connectors and panels which meet the fire resistance, safety and performance standards in Business and Institutional Furniture Manufacturers

Association (BIFMA) X5.6, American Society for Testing and Materials (ASTM) C-423, ASTM E-84, NFPA 701, and UL-1268.

- All system electrical components such as task lights and duplex receptacles are to meet all applicable UL requirements.
- Acceptable quality standards for panel fabrics and component fabrics will be manufacturer's qualifying grade that meets all criteria set forth in this Contract.
 - If testing of fabric or any other component is required to determine acceptability, the cost will be borne by the Contractor. The results of any testing by the manufacturer of any items must be provided by the Contractor to the State.
 - All manufacturers shall have a range of panel fabrics in a minimum of eight (8) fabric selections that shall include multiple grades offering a variety of graphics, patterns, and solids in each grade. Fabric selections shall have a minimum of eight (8) colors per selection as printed in the Catalog.
- The Contractor shall have in its product line, two-sided acoustical panels that have a minimum Noise Reduction Coefficient (NRC) rating of .65 and a minimum Sound Transmission Class (STC) rating of .14, as tested in accordance with ASTM-C-423. The Contractor shall provide a copy of the appropriate test results, upon the State's request.
- All surfaces shall resist stain and be easily cleaned.
- All panels shall have a device to make panels plumb and level in order to accommodate floors that are not level.
- The panel system shall allow for minor re-configuration of component loaded panels without disassembly.
- All panel trim and metal components shall be available in matching color selections, with one being medium grey, and shall be aesthetically compatible with the fabric selections.
- Powered panels shall have covers at all locations to comply with UL Listing requirements.
- The Contractor's Catalog shall adhere to the following requirements with respect to panels:
 - The Catalog shall include a full range of panels that incorporate an enclosed integral factory installed raceway for communications and power cables. Minimum capacity shall be six (6) 25-pair telephone cables. Panels with raceways shall include a factory installed electrical distribution system with power harnesses. In retrofit situations, a field installed electrical distribution system shall be available with the same power harness and communication cabling capacity as factory installed.
 - The electrical system shall be UL listed and meet the national electrical codes. The electrical distribution system shall provide a minimum of three (3) 20-amp circuits with duplex receptacles rated at 15 amps minimum. Panel-to-panel connectors must be positively attached without requiring field wiring or exposed wires. Connectors shall accommodate all possible panel connection configurations. Quick connect/disconnect receptacles (15 amp minimum) shall be field installed on each side of the panel. The raceway shall be enclosed but allow ready access to the electrical and cable area.
 - The Catalog shall also include external, add-on cable management capabilities and integral raceways. The electrical distribution system is required to minimize the occurrence of harmonics.

- The electrical distribution system shall have a conductor size that is a minimum of #12 AWG (American Wire Gauge). Additionally, the electrical distribution system shall include a dedicated neutral wire for each power circuit or an oversized neutral wire (minimum of #10 AWG) for every two (2) power circuits. A minimum of two (2) ground conductors shall be provided for every four (4) circuits (one (1) for equipment ground and one (1) isolated ground).
- The panel electrical component in the raceway shall be an integral part of the panel, both factory and field installed.
- Where power access is not required through panels, a separate extended power connector shall be available to pass power through non-powered raceways.
- Raceway retrofit kits shall be available to convert both non-powered panels to powered panels, and powered panels to non-powered panels. Retrofit kits shall include, but not be limited to, powered base raceway, flexible power connector, and ported raceway cover. Panel base trims with knockouts are acceptable in lieu of ported raceway covers.
- All electrical retrofit kits shall be able to be installed without removing panels from a run.
- Panel base raceways shall be able to be accessed from either side of the panel.
- A specialized panel shall NOT be required to connect the building power distribution source.
- Ceiling power poles shall be able to extend from a 30" h panel (minimum) up to a ceiling height of 12'-0".
- Ceiling power pole shall be able to accommodate cabling while also minimizing additive harmonics.
- All panel duplex receptacles shall allow access, so that circuits can be changed in the field.
- Panel attached wire management components shall be available for routing power cords and cabling from overhead components to the panel or base raceway.
- Work surface attached wire management components shall be available for routing power cords and cabling from underneath a work surface to the panel or base raceway.
- The system shall include a portable (plug-in type) desktop power and data module that can be used to provide electrical power and data connections on top of the work surface.
- The system shall have connectors that can withstand not only the weight of loaded components, but can also take the stress of sliding a work station, intact, under these load conditions.
- The system shall have a connection system which furnishes rigidity while in place and flexibility when re-arranged.
- The connection system shall be non-progressive which allows removal of a panel in the middle of a configuration without disassembly of the entire configuration.
- Panel side rails shall have reveals slotted in a maximum of 1" increments for mounting separately specified panel hung components.
- Side trim rail shall be an integral part of the panel to insure maximum strength for hang on components. "Side trim" refers to the connectors.
- Top, side, and bottom trim shall be available for all panel sizes.

- Panel glides shall allow panels a 1-1/2" maximum range of vertical adjustment to maintain alignment of panel heights.
- Panel doors and frames shall be available for 78" minimum height panels.
- Panel door shall be 36" wide with a minimum clear opening width of 32" to comply with Americans with Disabilities Act ("ADA") and be available in left or right hand.
- Panel door assemblies shall include hinges, door knob, lock and key set. Lever type door knobs shall be available, in order to comply with ADA guidelines.
- Components, unless otherwise specified, shall be panel dependent. Components shall be sized to the indicated panel dimensions; therefore, the State recognizes that the panel dimensions dictate the component dimensions and shall take precedence over component sizes.
- Panels and components shall fit and align properly when in position with good uniformity in product quality. The system shall be void of sharp-edged components.
- Components shall meet all UL Class A fire development requirements and meet standards of ASTM E-84.
- The system shall have positive locking features so that the components will not accidentally detach.
- Work surfaces shall be free from exposed or sharp edges.
- Work surfaces shall be available with a notched opening, or a grommet, or a built in cord drop at the back edge of the work surface. to allow for easier power cord and cable access,
- Work surface grommets may be factory or field installed.
- Work surfaces shall be sized to a single panel of comparable width, or to a panel run of comparable width.
- Work surfaces shall be available in wood laminate finishes and solid laminate colors.
- Work surface support panels, metal leg, and floor supported pedestals shall be available, in addition to cantilever support brackets. Open leg, O-leg, and H-leg, are acceptable.
- Under-cabinet task lights shall be shipped fully assembled, except for mounting hardware.
- Coat hooks shall be available to attach to panels for individual use.
- All filing components such as open shelves, overhead storage with doors, and pedestals shall accommodate a minimum of legal and letter size files.
- Locks with key options of key-alike and master keying shall be the standard product offering on all overhead storage and pedestal filing components.
- Key alike and master keying options are to offer a minimum of 148 key number ranges for all lockable storage.
- To aid workers and in compliance with ADA guidelines, no single storage door will be used that is greater than 48" wide or require an upward or downward force of greater than 5 lbs. to open or close the door.
- All overhead storage components with doors shall be able to be opened or closed from both the seated or standing position, in accordance with ADA guidelines.

- All overhead storage components shall adhere to ADA guidelines.
- Overhead storage components shall be available with a minimum inside clear depth of 12-1/2".
- All overhead storage components shall be available in sizes of 6" width increments (i.e. 30", 36", 42", etc.)
- All overhead storage components shall mount on a single panel of equal width or a panel-run of equal width.
- All overhead storage components shall attach securely into panel side rail slots using a mechanical safety lock type system.
- Doors providing enclosed lockable storage shall be available for standard depth overhead storage components.
- All overhead storage units shall allow a task light of equal or lesser width to be attached to them.
- A minimum 14" high tack surface shall be available for placement under overhead storage components.
- All storage pedestals shall be one piece metal case construction.
- Storage pedestals shall be available in a variety of styles such as fixed or floor supported, mobile, and stationary to serve a variety of functions.
- Stationary pedestals shall fit under the work surface or be used as a freestanding unit. The unit shall have four (4) leveling glides (one (1) in each corner) to allow for a maximum adjustment range of 1".
- All doors and fully loaded pedestal drawers shall work smoothly without binding or racking.
- Metal storage pedestals shall be sized within 1" of the depth of the work surface to maximize storage capacity for user convenience. All file drawers shall be equipped with sides or rails to accommodate both letter and legal hanging file folders and either a side to side or front-to-back configuration.
- Paper management and organizational accessories shall include, but may not be limited to, utility or pencil trays for pedestals, shelf dividers for overhead storage components, and panel mounted types.
- Paper management accessories shall be available in horizontal, vertical, and diagonal configurations and be able to hang on panels or stand alone.
- Marker boards and tack boards shall either attach to panels of equal widths or to architectural walls.
- Marker boards shall have a durable and cleanable writing surface.
- Articulating keyboard trays or drawers in tilt and non-tilt versions and with and without mouse pads shall be available in the product line.
- Keyboard trays shall adjust for a wide range of keyboard sizes.
- Keyboard trays or drawers shall be storable under all work surface sizes.
- Keyboard mechanisms and hardware, when mounted, shall not extend more than 2-1/4" below the work surface.

- Keyboard trays or drawers shall have a smooth contoured underside that prevents clothing snags and “knee knock” by the user.
 - CPU holders shall be available to attach to the underside of worksurfaces for individual use.
 - All panel trim, tops, and sides shall be metal.
 - All panels shall have a consistent profile and thickness from the top of the panel down to the floor, including the thickness of the panel base raceway.
 - Any panels and work surfaces in the Catalog shall be comparable to the Haworth Unigroup Too lines.
 - Any steel overhead storage products in the Catalog shall be equal to or exceed the Haworth Unigroup Too line.
 - Any steel pedestal storage products in the Catalog shall be comparable to the Haworth Steel Casegoods X Series and V Series, or Haworth Beside Products lines.
 - All lower storage pedestal (box and file) drawers shall have full extension drawer slides.
 - Any personal lighting products in the Catalog shall be equal to or exceed the Haworth Reed Premier LED Task Light line.
 - Any organizational worktools products in the Catalog shall be equal to or exceed the Haworth Jump Stuff line.
 - Any computer support tools and monitor arms products in the Catalog shall be equal to or exceed the Haworth Ergonomic Worktools line.
- d. Tables. This Catalog shall contain freestanding units having a work surface that are supported by legs or pedestals including, but not limited to, the following:
- Round Table:
 - Steel X-base (shall not be round tubular style);
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Standard dining height (30”h) option to be available in all diameters listed below;
 - Bar height (42”h) option to be available in 30”, 36”, and 42” diameters;
 - Base shall have adjustable glides for leveling;
 - Shall include all necessary hardware for assembly; and
 - Range of sizes to include 30”, 36”, 42”, 48”, and 60” diameter.
 - Rectangular Table:
 - Steel X-base or T-base (shall not be round tubular style);
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Standard dining height (30”h) and bar height (42”h) options to be available;
 - Base shall have adjustable glides for leveling;
 - Shall include all necessary hardware for assembly;
 - Range of sizes to include 24”- 36” depths and 24”- 72” lengths, with a variance of plus (+) or minus (-) 2”; and
 - Casters to be an available option on 24x24 tables.
 - Training Table:
 - Steel C-base or T-base (shall not be round tubular style)
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have a mobile caster option for carpet or hard floor types;
 - Table shall include nesting, flip-top design for easy storage;
 - Shall include all necessary hardware for assembly;

- Tables to be available in sizes 24x54, 24x60, and 24x72, with a variance of plus (+) or minus (-) 2"; and
 - Tables shall have a power module option with wire management.
- Height Adjustable Table;
 - Steel C-base or T-base (shall not be round tubular style);
 - Rectangular Tops to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have adjustable glides for leveling;
 - Height shall be electrically operated (shall not be manual or crank-adjusted). Shall have standard up and down operation buttons (programmable function not necessary);
 - Table shall accommodate a height range in accordance with ANSI/BIFMA X5.5
 - Powered-table shall include a 3-prong plug-in cord with minimum 9' cord length;
 - Table shall be available in 24x60 and 30x72 with a variance of plus (+) or minus (-) 2";
 - Table shall coordinate with panel system widths and depths; and
 - Table shall include base wire management accommodations.
 - Small Meeting Table:
 - Steel post leg or T-base (shall not be round tubular style);
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have adjustable glides for leveling;
 - Shall include all necessary hardware for assembly; and
 - Range of sizes to include 30"x60" and 36"x72", with a variance of plus (+) or minus (-) 2".
 - Conference Table:
 - Steel post leg support (shall not be round tubular style);
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have adjustable glides for leveling;
 - Table shall be available in approximately 48"x96", 48"x120", and 48"x144" sizes;
 - Table shall be able to accommodate data and power as described below:
 - 48"x96": minimum of 4 duplex receptacles and 4 data ports;
 - 48"x120": minimum of 8 duplex receptacles and 8 data ports;
 - 48"x144": minimum of 8 duplex receptacles and 8 data ports; and
 - Table shall include wire management to completely conceal power and data cabling from the underside of the table to the floor.
 - Conference Credenza:
 - Top to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have adjustable glides for leveling; and
 - Credenza doors shall be able to lock with core/key.
 - Side Table:
 - Steel base (shall not be round tubular style);
 - Round or square tops to be high pressure laminate finish with a matching vinyl edge:
 - Overall height to be approximately 16"-18"h;
 - Base shall have adjustable glides for leveling; and
 - Shall include all necessary hardware for assembly.
 - Shall be approximately 24" in diameter with a variance of plus (+) or minus (-) 2".
 - Coffee Table:
 - Steel base (shall not be round tubular style);
 - Rectangular or oval tops to be high pressure laminate finish with a matching vinyl edge;
 - Overall height to be approximately 16"-18"h;
 - Base shall have adjustable glides for leveling; and
 - Shall include all necessary hardware for assembly.

- Dimensions shall be approximately 24"x48" with a variance of plus (+) or minus (-) 2".
- Laptop Table:
 - Steel base stationary or mobile base is acceptable;
 - Top to be high pressure laminate finish with a matching vinyl edge;
 - Overall height to be approximately 30"h, with a variance of plus (+) or minus (-) 2"; and
 - Shall include all necessary hardware for assembly.
- The following requirements apply to each type of table listed above:
 - Vinyl edge to be PVC molding or equal;
 - Minimum top thickness 1.18";
 - Top and vinyl edge to be available in a range of colors to match seating and landscape furniture colors;
 - Minimum of 4 wood laminate patterns and 10 laminate solids/patterns; and
 - Minimum of 4 trim colors and 1 shall be medium grey.
- Any Tables in the Catalog must be equal to or exceed the Haworth Hybrid (round and rectangular tables), Haworth Planes Series (training, small meeting, conference, and height adjustable tables, as well as conference credenza), Haworth Pip (laptop table), and National Footings (side and coffee tables) lines.

e. Seating.

- The following types of seating shall be made available to the State under this Contract:
 - High Back Task Chair:
 - Shall be available in armless, fixed-arm, and height adjustable armed styles; and
 - Minimum back height 42" above finished floor.
 - Mid Back Task Chair:
 - Shall be available in armless, fixed-arm, and height adjustable armed styles: and
 - Minimum back height 37" above finished floor.
 - Oversized Task Chair:
 - Shall be available in armless and height adjustable armed styles;
 - Minimum back height 38" above finished floor;
 - Minimum seat width 23"; and
 - Durability to withstand 350 pounds as per manufacturer's warranty.
 - Task Stool:
 - Shall be available in armless and height adjustable armed styles;
 - Adjustable foot rest or ring shall be available;
 - Minimum adjustable seat height 22"–25" with a 5" maximum range (measured from floor to top of seat); and
 - Minimum back height 42" above finished floor.
 - Additional Task Chair Requirements:
 - A minimum of one high back, mid back, and oversized task chair each shall be used for 24/7, continuous use and operation shift work;
 - The following features apply to each of the high back, mid back, oversized and stool task chairs:
 - Shall be available in mesh back and upholstered back;
 - Armed options to be upholstered or synthetic cushioned arms with a minimum of 2" wide and contoured for comfort;
 - Waterfall or radius seat front;
 - Tilt swivel adjustment;
 - Pneumatic seat height adjustment;
 - Ergonomically contoured back for proper lumbar support;

- 5-star metal painted or epoxy coated base. Steel base with poly-caps are acceptable;
 - Minimum of 23" diameter 5-star base; and
 - Dual wheel soft and hard caster options shall be available.
- Upholstered Side Chair (non-ganging):
 - Waterfall or radius seat front;
 - Fixed loop arm and armless options;
 - Upholstered seat and back;
 - Standard glides (for hard and soft flooring surfaces);
 - Caster option available;
 - 4-Leg base;
 - Stacking option available; and
 - Minimum back height 30-1/4" above finished floor.
- Upholstered Side Chair (ganging):
 - Waterfall or radius seat front;
 - Fixed loop arm and armless options;
 - Upholstered seat and back;
 - Standard glides (for hard and soft flooring surfaces);
 - 4-Leg base;
 - Stacking option available; and
 - Minimum back height 30-1/4" above finished floor.
- Polypropylene Side Chair;
 - Waterfall or radius seat front;
 - Armless;
 - Polypropylene seat and back;
 - Standard glides (for hard and soft flooring surfaces);
 - 4-leg or sled base is acceptable;
 - Caster option available for dining height model;
 - Counter and/or bar height option available; and
 - Dining height model shall stack.
- Training Chair;
 - Waterfall or radius seat front;
 - Upholstered seat;
 - Flex back;
 - Polypropylene and upholstered back options shall be available;
 - Armed and armless options shall be available;
 - 4-leg base with casters for hard and soft surfaces; and
 - Shall stack or nest.
- Lounge Chair;
 - Fully upholstered seat, back, and arms;
 - 4" arm width minimum for comfort;
 - Mobile castered option (minimum of 2 wheels);
 - Tablet option shall be available; and
 - Contrasting fabric seat/back/arms.
- Ottoman;
 - Shall be available in cylinder and square shapes;
 - Fully upholstered seat and apron; and
- Shall include mobile casters for hard and soft surface types as options.
- Banquet Seating:
 - Fully upholstered seat and back;
 - Armless;
 - Shall have mid-back and higher back options available;
 - 90-degree vertical back for against-wall or back-to-back applications;
 - Seat height to coordinate with a standard 30"h dining table;
 - Extruded aluminum metal leg with adjustable glides;
 - Contrasting fabric seat and back;

- Coordinating laminate side table; and
 - Powered receptacle option to be available in either the chair or table.
 - All components shall be from the same manufacturer and series
- Classroom Seating (non-educational):
 - Waterfall or radius seat front;
 - Polypropylene seat and back;
 - Folding tablet arm shall be available;
 - Sled or 4-leg base acceptable; and
 - Floor saver glide.
- The high back task chair, mid back task chair, task stool, training chairs, upholstered side chairs (non-ganging), and the polypropylene side chairs, in this category shall be made and supplied by the same manufacturer as the Open Office Systems Furniture products offered under this Contract.
 - The oversized task chair, lounge, banquet, ottoman, upholstered side chair (ganging), and classroom seating may be from a different manufacturer than that of the Open Office Systems furniture.
 - All chairs in this Category shall have options available which include, but are not limited to, fully upholstered shell (back), pneumatic seat height adjustments, upholstered arms, glides, and casters.
 - Seating products shall meet the safety and performance standards of the most recently published edition of BIFMA X5.1.
 - Fabric upholstery and foam on all chairs shall be fire retardant and as appropriate, meet the requirements of State of California Bureau of Home Furnishings and Thermal Insulation, Technical Bulletin 116, Technical Bulletin 117, and Technical Bulletin 133.
 - Fabric upholstery shall meet the safety and performance standards of ASTM E1537 and E1353 and NFPA 701, 260, and 266.
 - Fabric shall be adhered to foam in such a way as to prevent fabric from pulling away from the foam.
 - All Seating shall be available in multiple grades of fabric and vinyl. The Contractor's line shall offer a minimum of ten (10) fabric selections in each grade including a variety of graphics, patterns, and solids, and two (2) vinyl selections. Both fabric and vinyl selections will have a minimum of eight (8) colors per selection as printed in the Catalog. If a fabric selection is discontinued, another comparable fabric selection shall be offered to replace it. Chair trim (any areas which do not receive upholstery fabric including back, base, and arms) and base colors shall be available in a minimum of two (2) choices, including black. After award, and as the situation dictates, The State reserves the right to select additional fabrics, colors, and grades to be added to the Catalog.
 - All adjustment mechanisms shall be within easy reach of the chair user. Adjustments shall be capable of being accomplished without the use of tools.
 - Any Seating products in the Catalog shall be equal to or exceed the Haworth Improv (high back, mid back, oversized task chairs, task stools, upholstered side chairs, classroom seating with folding tablet), Haworth Todo series seating (lounge chair), Haworth Hello series (mobile round ottoman), National Fringe (banquet seating and square ottoman), and Haworth Very series seating (polypropylene side chair and training chair) lines.

A.4. Excluded Furniture Categories. The furniture categories excluded from this contract include the following:

- Artwork;
- Audio-visual-related furniture;
- Auditorium/fixed seating;
- Data fixtures featuring facilitating technology applications or software;
- Education furniture (both higher education and K-12);
- Healthcare or hospital furniture;
- Information Technology furniture;
- Laboratory fixtures and equipment (including, but not limited to, filtration, hoods, plumbing fixtures, and technology applications); and
- Used, remanufactured or refurbished products.

- A.5. Consulting Services. The Contractor shall provide Consulting Services, upon written request of the Authorized User. Any Consulting Services fee shall be quoted, ordered and billed separately in accordance with the payment methodology outlined in Section C.3. Acceptance and approval of Consulting Services will be at the sole discretion of the Authorized User.
- A.6. Installation Services. Installation of products requiring custom or complex fitting due to the nature of the product (such as a panel or rotary file system) and for which the cost is not included in the List Price, shall be quoted, ordered and billed separately, in accordance with the payment methodology outlined in Section C.3. Acceptance and approval of labor for installation of such products will be at the sole discretion of the Authorized User.
- A.7. Testing. If testing of fabric or any other component is required by the State to determine acceptability, the cost will be borne by the Contractor. Where testing is required, Contractor shall provide one (1) complete set of each applicable test report to verify that the proposed items meet or exceed minimum standards. Test results from the manufacturer or a certified testing laboratory are acceptable and must be the most recent test report, as provided by the manufacturer or certified testing laboratory. Should there be any resultant discrepancy between the following listed publications and this Contract, this Contract shall take precedence. Below is a listing of Minimum Testing Standards for Furniture that must be met. The most current test date shall apply for each standard.
- a. American National Standards Institute (ANSI) / Business and Institutional Furniture Manufacturers Association (BIFMA) Safety and Performance Standards:
 - i. ANSI/BIFMA X5.1 – Office Seating;
 - ii. ANSI/BIFMA X5.4 – Lounge and Public Seating;
 - iii. ANSI/BIFMA X5.5 – Desk Products;
 - iv. ANSI/BIFMA X5.6 – Panel Systems; and
 - v. ANSI/BIFMA X5.9 – Storage.
 - b. American Society for Testing and Materials (ASTM) standards that must be met for applicable equipment are below:
 - i. ASTM C-423 sound absorption and sound absorption co-efficient by the reverberation method;
 - ii. ASTM E-84-18b standard method for testing of surface burning characteristics of building materials;
 - iii. ASTM E15137-16 fire testing of upholstered furniture; and
 - iv. ASTM E1353-16 cigarette ignition resistance of components of upholstered furniture.
 - c. National Fire Protection Association (NFPA) standards that must be met for applicable equipment are below:
 - i. NFPA 701 – Standard Methods of Fire Tests for Flame Propagation of Textile and Films;
 - ii. NFPA 260 – Standard Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture; and
 - iii. NFPA 266 – Standard Method of Test for Fire Characteristics of Upholstered Furniture Exposed to Flaming Ignition Source.
 - d. Underwriter's Laboratories, Inc. (UL) standards that must be met for applicable equipment are below:
 - i. UL-723 - Standard for Test for Surface Burning Characteristics of Building Materials; and
 - ii. UL 1286 – Standard for Office Furnishings.
 - e. California Bureau of Home Furnishings and Thermal Insulation (CAL) standards that must be met for applicable equipment are below:
 - i. CAL 116 – Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Upholstered Furniture;
 - ii. CAL 117 – Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Filling Materials Used In Upholstered Furniture; and
 - iii. CAL 133 – Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Seating Furniture Used in Public Occupancies.
- A.8. Reporting. Reporting shall provide statistical data on all purchases made from the Contract by Authorized Users. All quarterly reports shall be submitted to the State within thirty (30) calendar days after the end of the quarter in the template provided by the State in Microsoft Excel.
- a. Quarterly Usage Reports. The Quarterly Usage Report will be detailed and broken down by line item and include, but not be limited to the following:

- i. Contract number;
 - ii. Identify State or local entity;
 - iii. Contract line item number;
 - iv. Name of Authorized User;
 - v. Address of Authorized User;
 - vi. City of Authorized User;
 - vii. Order date;
 - viii. Invoice number;
 - ix. Item or service description;
 - x. Item or service category (i.e., Ancillary, Casegoods, Open Office Systems Furniture, Tables, Seating, Installation or Consulting);
 - xi. Manufacturer item number;
 - xii. List price;
 - xiii. Discount percentage;
 - xiv. Quantity ordered; and
 - xv. Amount billed.
- b. Inventory Report. Contractor shall provide a detailed and vetted furniture inventory report within five (5) business days from delivery of product, in format and of components acceptable to the State.
 - c. Custom Reports. The Contractor shall provide mutually agreed upon custom reports, as requested periodically by the State, at no additional charge to the State. The Authorized User may request custom reports from time-to-time. The Contractor shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.

A.9. Service Level Agreements.

- a. Quotes. Contractor shall provide a quote response within five (5) business days (and drawings if necessary within ten (10) business days) of receipt of request from the State.
- b. Order Confirmation. Contractor shall provide acknowledgement, in writing, of receipt of a purchase order and placement of an order within two (2) business days of receipt of a purchase order.
- c. Purchase Orders. All goods and services to be furnished under this Contract shall be ordered by issuance of a purchase order document or purchase order number. The purchase order will indicate the detailed item description and shall include the details outlined in subsections 1 through 4 below. All purchase orders are subject to the terms and conditions of this Contract. In the event of any conflict between a purchase order and this Contract, this Contract shall control.
 - a. Purchase Order: Each purchase order shall reference this Contract by name and number and must be signed by an authorized signatory. Each purchase order shall include the following information at a minimum:
 - 1. Ship to address;
 - 2. Bill to address;
 - 3. Total Invoice Amount; and
 - 4. Details about the goods or service being provided – model number and all accessories shall be noted.
- d. Delivery. The Contractor shall deliver all goods within thirty (30) days of purchase order issue. Standard delivery of all goods will be inside and ready for use, unless otherwise stated on the Authorized User's purchase order. "Inside" means any location within an Authorized User's occupied building. "Ready for use" means the product is unpacked, assembled, inspected, and accepted by the Authorized User. The Contractor shall anticipate and make necessary arrangements for access to the delivery location considering presence and availability of loading docks, parking, and hours of operation.
 - a. Shipping Confirmation. Contractor shall provide acknowledgement, in writing, of manufacturer's ship date within two (2) weeks of receipt of a purchase order and subsequent order placement.
 - b. Delivery Confirmation. Contractor shall provide acknowledgement, in writing, of arrival of any goods and the receipt of these goods by an Authorized User within two (2) business days.

- e. Rush Delivery. At an Authorized User's request, the Contractor shall deliver the goods as a rush delivery quicker than the requirement outlined in Contract Section A.9.d. The timeframe for the rush delivery will be mutually agreed upon in writing, between the Authorized User and Contractor, and shall be consistent with the rush delivery options offered by the manufacturer of the goods being purchased. The expedited delivery cost shall be at the Authorized User's expense at the rate charged to the Contractor. The Contractor shall provide the Authorized User with the shipping and handling receipt from the delivery carrier as proof of cost for reimbursement to the Contractor.
 - a. During the period the goods are in transit or possession of the carrier, up to and including the date of acceptance by the State, the Contractor shall be responsible for all risk of loss or damage to the goods.
- f. F.O.B. Destination. All goods, with the exception of rush deliveries, shall be delivered F.O.B. Destination.
- g. Rejected Items or Late Delivery. In the event the Contractor fails to meet the requested delivery date, the Authorized User may cancel such order at that time, provided equipment has not been shipped from the Contractor's warehouse.
- h. Delivery Clean Up. The Contractor shall be responsible for the removal and disposal of all packaging materials, and any other debris resulting from the standard delivery of goods, from the Authorized User's location.
- i. Installation.
 - a. Contractor shall schedule installation with STREAM personnel within five (5) business days of receipt of product.
 - b. Contractor shall provide confirmation of completion or punch list of installation including implementation schedule for final completion of said punch list within two (2) business days of original scheduled installation.
 - c. Contractor shall complete all outstanding punch list items within a maximum of twenty one (21) days unless granted additional time, in writing, by the State.
 - d. Contractor shall provide acknowledgement project closeout and invoice all product and labor within five (5) days of completion.
- j. Returns and Restocking Fee. The State requires that each Contractor have no return or restocking fees for any products returned within thirty (30) days of receipt.
- k. Implementation and Transition. The Contractor shall provide a detailed implementation plan to the State Contract Manager describing all the activities necessary to successfully make operational the full scope of services required by the Contract within ten (10) working days of the Effective Date of this Contract. The Contractor shall obtain State approval of its implementation plan prior to implementation.
- l. Customer Service and Account Management
 - a. Service Organization: The Contractor is required to have a service organization that provides service satisfying the requirements of this Contract with representation to all of Tennessee's geographical areas. The Contractor will assign an account number to the State.
 - b. Account Manager: The Contractor shall supply an Account Manager to be the first point of contact with the State regarding this Contract, who shall be located within twenty (20) miles of the STREAM office in Nashville, Tennessee, on a regular basis for in-person meetings with State staff. This person will become familiar with the Contract, the State Agencies, and be prepared to handle all service issues and billing inquiries promptly. The Account Manager will be required to attend and participate in a quarterly business update meeting.
 - c. Quarterly Business Update: Each quarter, the Account Manager will review orders for goods, installation and consulting service orders, and, if applicable, substitutions or changes in the goods or product lines offered. The Account Manager will also present on the quarterly reports as described in Section A.8.
 - d. Weekly Review Meetings: Contractor shall participate in weekly review meetings and will be able to inform the State on the Contractor's performance on the service level agreements outlined in Contract Section A.9.

e. Hours of operation: The minimum hours of customer service operation will be Monday - Friday, 7:00 am to 5:00 pm CST, excluding State of Tennessee Holidays.

m. Lead Installer. The Contractor shall establish a Lead Installer for each project who will be the main on-site point of contact for the State during installation. The Lead Installer shall be responsible for activities including, but not limited to: attending pre-install meetings if requested by the State, confirming delivery dates, confirming installation dates, providing contact information for gaining building or dock access, reporting missing, delayed, or damaged items to the State and the Contractor, confirming receipt of drawings prior to install, ensuring all relative paperwork is signed and returned in a timely manner, attending punch walk-through, ensuring completion of punch list items, and reporting any electrical or data issues.

A.10. Catalog. The Catalog submitted in response to RFP #32110-19100, will be incorporated into Contract Attachment C. This Catalog shall contain, at a minimum, list price, item description, and part numbers for all goods within the scope of this Contract. The Contractor shall provide updates throughout the life of the contract within five (5) business days when requested by the State Contract Manager or any Authorized User. The State will request catalog updates no more frequently than on a quarterly basis.

A.11. E-Procurement Supplemental Category Management Functionality – Overview and Commitment. The Contractor shall participate in the TN SmartShop initiative. TN SmartShop is an e-marketplace of active statewide contracts where local governments and municipalities can leverage the buying power of the State to purchase goods and services.

A.12. 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.

A.13. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: one (1) year after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. During 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.

A.14. 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.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on September 1, 2019 ("Effective Date") and extend for a period of thirty-six (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.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, 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.
- B.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. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.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 Twenty Million Dollars (\$20,000,000.00) ("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.
- C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three hundred and sixty-five (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 copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the 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.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Attachment C and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. 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 Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

- 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) State Designer Name
 - (4) Contract number (assigned by the State);
 - (5) Customer account name: State Agency & Division Name;
 - (6) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (7) Contractor name;
 - (8) Contractor Tennessee Edison registration 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 (as stipulated in Section C.3.) 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 Section A and in accordance with payment terms and conditions set forth in Section C;
- (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 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.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. 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.
- C.7. 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 the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. 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.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

- (1) An "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

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.

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.

D. MANDATORY TERMS AND CONDITIONS:

D.1. 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.

D.2. 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 or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Lindsey Lattner, Category Specialist
Department of General Services
Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.,
Nashville, Tennessee 37243
Lindsey.Lattner@tn.gov
Telephone # 615-741-9282
Fax # 615-741-0684

The Contractor:

Joey McKinney, Account Manager
Nashville Office Interiors
611 3rd Ave. South
Nashville, TN 37210
Joey@noi-tn.com
Telephone # 615-329-1811
Fax # 615-329-1322

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.

D.4. 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.

- D.5. 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.
- D.6. 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.
- D.7. 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.
- D.8. 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.

- D.9. 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.
- D.10. 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 Attachment A, 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.
- D.11. 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.
- D.12. 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.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, 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.
- D.16. 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 from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. 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, 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.

- D.18. 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 detailed in Section C.1. and as may be amended, 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.
- D.19. 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.

- D.20. 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.
 - d. 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.
- D.21. 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.

- D.22. 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.
- D.23. 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

- 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 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.
- D.25. 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.
- D.26. 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.

- D.27. 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.
- D.28. 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.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. 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), which includes Attachments A-D;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. 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 Contract. The Contractor 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.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. 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.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella

policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation 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.
 - 2) 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:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

- D.33. 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.
- D.34. 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.

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 Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

- E.3. 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.

- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.6. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 32110-19100, (Attachment B) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's 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>.

- E.7. 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);

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	SWC 238
CONTRACTOR LEGAL ENTITY NAME:	Nashville Office Interiors
EDISON VENDOR IDENTIFICATION NUMBER:	91567

The Contractor, identified above, does hereby attest, certify, warrant, and assure 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.


CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Rick Peppers, President

PRINTED NAME AND TITLE OF SIGNATORY

8/22/19
DATE OF ATTESTATION

LETTER OF DIVERSITY COMMITMENT



611 3rd Avenue South
Nashville, TN 37210

8/21/2019

Ms. Lindsey Lattner,

Nashville Office Interiors is committed to achieving or surpassing a goal of 5 percent spend with certified diversity business enterprise firms on State of Tennessee contract # SWC 238 Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of 5% participation on the SWC 238 by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

Office Force, Small Business
- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

5%.
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

Furniture Installation

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # SWC 238

Nashville Office Interiors is committed to working with the Go-DBE office to accomplish this goal.

Regards,


Rick Peppers, President

PRICING AND CATALOG

Subcategory	Item Description	Catalog	End User Discount
FM	Steel Files Storage/Casegoods	X-Series	72.00%
HA	Locks	Lock Program	78.00%
VS	Steel Pedestal Storage/Files & Peds	V-Series	78.00%
VY	Seating	Very Side & Task	60.00%
AA	Panels	Unigroup	85.75%
AC	Panels	Unigroup II	85.75%
CA	Worksurfaces	Adaptable Components	85.75%
FP	Pencil Tray/Peds	X-Series	72.00%
ED	Tables, Height Adjustable Tables	Hop & Jump Tables	62.00%
YA	Organizational Worktools	Belong & Jumpstuff Work Tools	65.00%
BA	Tackboards/Slatwalls	Places	85.75%
QA	Seating/Chairs	Hello, To-do, Harbor Work Lounge, Openst, Poppy	59.50%
JA	Task Seating	Improv	72.00%
TA	Tables, Planes, Compose Wood Storage, Easel	Planes Tables, Compose Wood	66.50%
PT	Desking, Wire Management	Patterns, Reside Desking	60.00%
NL1	Casegoods, Pricelist 1 and 2	National	58.25%
NL2	Seating, Tables 3 and 4	National	58.25%
CB	Noise Suppression	Cambridge Sound Masking	39.70%

Furniture Installation Services Hourly Rate (including de-installation and re-installation)	\$45.00
Furniture After-hours and Weekend Installation Services Hourly Rate (including de-installation and reinstallation)	\$55.00
Noise Suppression Installation Services Hourly Rate (including de-installation and re-installation)	\$153.00
Noise Suppression After-hours and Weekend Installation Services Hourly Rate (including de-installation and re-installation)	\$226.00
Furniture -Related Consulting Services Hourly Rate	\$65.00
Noise Suppression -Related Consulting Services Hourly Rate	\$154.00