

Exhibit 2



Furniture, Installation, and Related Products and Services Executive Summary

Lead Agency: City of Charlotte

Solicitation: RFP #269-2019-105

RFP Issued: June 19, 2019

Pre-Proposal Date: PRE-PROPOSAL DATE

Response Due Date: July 30, 2019

Proposals Received: # 14

Awarded to:

The City of Charlotte Department of Procurement issued RFP #296-2019-105 on July 19, 2019 to establish a national cooperative contract for Furniture, Installation, and Related Products and Services.

The solicitation included cooperative purchasing language in Sections 1.1 National Contract and 2.1 Objective:

1.1 National Contract.

The City of Charlotte, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Charlotte is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

2.1 Objective.

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies to determine which Company and Proposed Solution will best meet the City and Participating Public Agencies’ needs for FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES as requested in this RFP.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Charlotte website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR

- The State, SC
- South Carolina website/newsletter
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 30th, 2019 proposals were received from the following offerors:

- HON Co.
- A2S
- Exemplis LLC
- Allsteel, Inc.
- Knoll, Inc.
- OFS Brands
- Kimball Office Group
- Indiana Furniture industries, Inc.
- Humanscale Corp
- Krueger International
- National Office Furniture
- Spacesaver Corp
- Herman Miller
- Fomcore
- Workrite Ergonomics
- Trinity Furniture
- Everest Expedition/Worden
- Furniturelab
- Teknion
- DVO-USA
- Source International Corp
- Trendway
- Haworth, Inc.
- Piedmont Office Suppliers

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Knoll Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Charlotte, OMNIA Partners and Knoll Inc. successfully negotiated a contract, and the City of Charlotte executed the agreement with a contract effective date of January 1st, 2020.

Contract includes:

- Fixed hourly rates for installation, project management, asset management and refurbishment.
- Furniture Storage

Term:

Initial five-year agreement from January 1st, 2020 through December 31st, 2024 with the option to renew for two (2) additional one-year periods through December 31st, 2026.

Pricing/Discount:

- Discount off manufacturer list price ranging from 20% to 68.5%.

OMNIA Partners Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/knoll-inc>

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

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

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

RECITALS

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

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

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

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

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

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

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

CONTRACT

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

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

EXHIBIT A: PRICING SHEET

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: PROPOSAL RESPONSE FORMS

EXHIBIT D: FEDERAL CONTRACT TERMS AND CONDITIONS

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

3. DESCRIPTION OF PRODUCTS AND SERVICES.

3.1. The Company shall be responsible for providing the Products and Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

3.2. The Company shall perform the Services on site at the City's facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES.

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

4.2. NO EXPENSES CHARGEABLE.

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

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS. The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. INVOICES. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov.

4.5. DUE DATE OF INVOICES. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. AUDIT. During the term of this Contract and for a period of one (1) year after termination of

- this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
5. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company provide Products and perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
 6. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
 7. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
 - 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
 - 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
 - 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Products/Services, and status reporting;
 - 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 7.6. Communication among and between the City and the Company's staff;
 - 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
 - 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Products/Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
 - 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
 - 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Products/Services.

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

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

10.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Products/Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

- 11. BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

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

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

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

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

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

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

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

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

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

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

- 13. NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Furniture, Installation, and Related Products and Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

- 14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date.

15. REPRESENTATIONS AND WARRANTIES OF COMPANY.

15.1. GENERAL WARRANTIES.

15.1.1. The Products/Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

15.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

15.1.3. All Products provided and Services performed by the Company and/or its

subcontractors pursuant to this Contract shall meet the highest industry standards and Services shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

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

16. OTHER OBLIGATIONS OF THE COMPANY.

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

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

17. REMEDIES.

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

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

18. TERM AND TERMINATION OF CONTRACT.

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

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

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

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

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

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Products/Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Products/Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

20. CHANGES. In the event changes to the Products/Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Products/Services and time for delivery and completion of the Products/Services, including the impact on all Milestones and delivery dates and any associated price.

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

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

21. CITY OWNERSHIP OF WORK PRODUCT.

- 21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
- 21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent, and shall treat the Intellectual Property as “Confidential Information” pursuant to Section 25 of the Contract.
- 21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

22. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

23. INDEMNIFICATION. Except to the extent any such liability is directly caused by the gross negligence of the Indemnitees, to the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term "Indemnitees" means the City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

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

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

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

25. CONFIDENTIAL INFORMATION.

25.1. CONFIDENTIAL INFORMATION. Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples

of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- 25.1.2. *Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”*
- 25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 25.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.*
- 25.1.5. *Citizen or employee social security numbers collected by the City.*
- 25.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*
- 25.1.7. *Local tax records of the City that contains information about a taxpayer’s income or receipts.*
- 25.1.8. *Any attorney / City privileged information disclosed by either party.*
- 25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

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

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

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

Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

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

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

26. INSURANCE.

26.1. **TYPES OF INSURANCE.** The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

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

26.2. **OTHER INSURANCE REQUIREMENTS.**

26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

26.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.

26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.

26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

- 26.2.5. If any part of the Products/Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
- 27. COMMERCIAL NON-DISCRIMINATION.** As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.
- As a condition of entering into this Contract, the Company agrees to: (i) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (ii) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.
- The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.
- The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.
- 28. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.
- Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

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

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

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

29. MISCELLANEOUS.

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

29.6. FORCE MAJEURE.

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

Section 26 "Insurance"
Section 28 "Notices and Principal Contacts"
Section 29 "Miscellaneous"

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

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

[Signature Page Follows]

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

KNOLL, INC.

BY: Andrew Pierce
(signature)

PRINT NAME: Andrew Pierce

TITLE: Director, Contracting

DATE: 12/09/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: Angie C. Lee
(signature)

PRINT NAME: Angie C. Lee

TITLE: Asst. City Manager

DATE: 1/6/20

EXHIBIT A – PRICING SHEET

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

1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS			
CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antenna Workspaces, Date: March 2019	68.5%	65.5%
Systems Furniture	AutoStrada, Date: March 2019	68.5%	65.5%
Systems Furniture	Currents, Date: March 2019	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: March 2019	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: March 2019	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: March 2019	68.5%	65.5%
Systems Furniture	Series 2, Date: March 2019	68.5%	65.5%
Freestanding Furniture	DatesWeiser, Date: January 2018	41.0%	38.0%
Freestanding Furniture	k. bench, Date: March 2019	68.5%	65.5%
Freestanding Furniture	k. stand, Date: March 2019	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: March 2019	59.5%	56.5%
Freestanding Furniture	KnollStudio Volume I, Date: March 2019	52.5%	49.5%
Freestanding Furniture	KnollStudio Volume II, Date: March 2019	52.5%	49.5%
Freestanding Furniture	KnollStudio (Pixel), Date: March 2019	57.0%	54.0%
Freestanding Furniture	Muuto, Date: Q2 2019	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date: March 2019	57.5%	54.5%
Freestanding Furniture	Tone, Date: March 2019	68.5%	65.5%
Freestanding Furniture	Upstart, Date: March 2019	68.5%	65.5%
Seating / Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: March 2019	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: March 2019	52.0%	49.0%
Soft Seating	k. lounge, Date: March 2019	57.0%	54.0%
Filing Systems, Storage & Equipment	Anchor, Date: March 2019	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: March 2019	59.5%	56.5%
Filing Systems, Storage & Equipment	Template, Date: March 2019	68.5%	65.5%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal / Replacement Parts	24 Response, Date May 2019	40.0%	n/a
3. FIXED MONTHLY RATE FOR STORAGE			\$1.65/sq ft.

EXHIBIT B – SCOPE OF SERVICES

1.1 General Scope.

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

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

1.2 Product Standards and Guidelines.

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

Additionally, applicable products must meet the following specific standards:

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

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

1.3 Pricing.

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

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

1.3.1 Delivery.

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

1.3.1.1 Drop Ship: All deliveries shall be delivered to the site. City or Participating Public Agency is responsible for unloading.

1.3.1.2 Inside Delivery: All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.

1.3.2 Installation.

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

1.3.2.1 Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

1.3.2.2 Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

1.3.2.3 Normal Hours: Normal hours are defined as 7:00 am – 5:00 pm local time.

1.3.2.4 After Hours: After hours are defined as evenings, weekends and holidays.

1.3.2.5 Pricing for installation and services such as design, project management, asset management, refurbishment, and other services are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for City and all Participating Public Agencies and/or by state.

1.3.2.5.1 Design: Company has the capability to recommend and design appropriate layouts to fit the need of the City and Participating Public Agencies.

1.3.2.5.2 Project Management: Company has the ability to provide project management services to help City and Participating Public Agencies complete their projects on-time and within budget.

1.3.3 Storage is priced at a fixed monthly rate.

1.3.4 Pricing for any additional related products, services and solutions offered are defined in Exhibit A.

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

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

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

1.4 Price Adjustments.

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

1.5 Environmental Purchasing Requirements.

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

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

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

1.6 New Products and Services.

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

1.7 Safety.

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

1.8 Warranty.

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

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

EXHIBIT C – PROPOSAL RESPONSE FORMS

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

ADDENDUM #:

Addendum #1
Addendum #2
Addendum #3


**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

July 8, 2019
July 12, 2019
July 18, 2019

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Wayne McDorman
(Please Print Name)

08/01/2019
Date


Authorized Signature

Director Government Sales
Title

Knoll, Inc.
Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

This Proposal is submitted by:

Company Name: Knoll, Inc.

Representative (printed): Wayne McDorman

Address: 1050 K Street, NW

City/State/Zip: Washington, DC 20001

Email address: wmcdorman@knoll.com

Telephone: 703-501-4855
(Area Code) Telephone Number

Facsimile: 202-973-0467
(Area Code) Fax Number

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

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

suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 9. As such, I have elected to do the following:

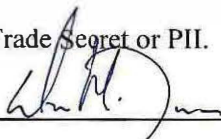
Include exceptions to the Sample Contract in the following section of my Proposal: EXCEPTIONS

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 2.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____

No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed): _____ 

REQUIRED FORM 4 - DELIVERY AND WARRANTY

5. *Payment Terms:*

Net 30 Days

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

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

Expedited Delivery

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

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

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

7. *Warranty: Company must detail the following:*

a. Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

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

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

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

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

c. Availability of replacement parts.

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

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

d. Life expectancy of furniture under normal use.

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

e. Detailed information as to proposed return policy on all furniture.

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

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

Warranty

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

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

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

Product and Period of Warranty

Lifetime: *Antenna Workspaces, AutoStrada, Calibre, Crinion Open Table, Currents, Dividends Horizon, Morrison, Reff Profiles laminate, Rockwell Unscripted, Series 2 Storage, Template, Quoin* and other non-wood components (except cascade edge worksurfaces, operational parts, controls, electrical, Lighting, *Series 2 Veneer Front Storage, digital locks, upholstery, textiles and leathers, special or custom products, see below*)

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

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

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

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

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

1 Year: Light ballasts, bulbs and power supply, seating upholstered arm pads and soft arm pads, wood casegoods upholstered surfaces, *KnollStudio* outdoor product finishes, *k. lounge* upholstery and *k. lounge* fabric, *Rockwell Unscripted* fabric and accessories.

This warranty does not apply to:

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

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

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

The remedies provided above are the Purchaser's sole remedies for any failure of Seller to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Seller, with respect to or arising out of the Product furnished hereunder.



REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN
RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

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

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

A list of current registered and certified MWSBEs can be found at www.charlottebusinessinclusion.com.

Failure to submit this form shall deem a Proposal non-responsive.

Company Name:	Knoll, Inc.
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Please indicate if **your company** is any of the following:

MBE WBE SBE None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

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

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

Objectives

The objectives of this program are:

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

+ To identify potential Diversity suppliers and develop satisfactory working relationships with them.

+ To stimulate affirmative efforts by Knoll management such as sharing expertise and resources where possible.

Implementation

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

Responsibilities

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

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

Outreach Efforts employed by Knoll, Inc.

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

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

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

[Form continues on next page]

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

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #
Connect Systems Inc.	Furniture Installer	M	300327

Total MBE Utilization	6%
Total WBE Utilization	%
Total SBE Utilization	%
Total MWSBE Utilization	6%

Representative (signed): _____

08/01/2019
Date

WALTER McDOERMANN
Representative Name



CBI FORM 4: Letter of Intent

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

Project Name:	Furniture, Installation and Related Products and Services
Project Number:	269-2019-105

To be completed by the Bidder	
Name of Bidder:	Knoll/One CBI LLC Vendor #: 305526
Address:	4020 Yancey Road, Charlotte, NC 28217
Contact Person:	Mary Pelfrey Email: mary.pelfrey@cbi-nc.com
Telephone:	704-564-0320 Fax:

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned SBE and/or MBE.


Identify in complete detail the scope of work to be performed or item(s) to be supplied by the SBE and/or MBE.

Furniture installation services

The prime contractor shall pay the subcontractor the committed goal of % of the monthly amount paid by the city.
 *An estimate of 9% of the 10% committed goal is allotted to this MBE and is based on current committed certified MWSBE businesses. The percentage mix may change as additional suppliers are certified.

To be completed by SBE and/or MBE	
Name of SBE and/or MBE:	Connect Systems Inc. Vendor#: 300327
Address:	1855 Lindbergh Str, Ste 200, Charlotte, NC 28208
Contact Person:	Kevin Delafose Email: kdelafose@connectsystemsinc.com
Telephone:	704-399-8900 Fax:

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the SBE and/or MBE listed above, and that the description, cost and percentage of work to be performed by the SBE and/or MBE as described above is accurate. The SBE and/or MBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder:	 CFO	Date:	12/5/19
SBE/MBE Firm: (Circle one or both)	Kevin Delafose, owner	Date:	12/5/19

CBI FORM 4: Letter of Intent

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

Project Name:	Furniture, Installation and Related Products and Services
Project Number:	269-2019-105

To be completed by the Bidder	
Name of Bidder:	Knoll/One CBI LLC Vendor #: 305526
Address:	4020 Yancey Road, Charlotte, NC 28217
Contact Person:	Mary Pelfrey Email: mary.pelfrey@cbi-nc.com
Telephone:	704-564-0320 Fax:

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned SBE and/or MBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the SBE and/or MBE.


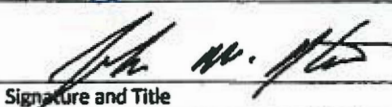
Marketing

The prime contractor shall pay the subcontractor the committed goal of % of the monthly amount paid by the city.

*An estimate of 1% of the 10% committed goal is allotted to this SBE and is based on current committed certified MW/SBE businesses. The percentage mix may change as additional suppliers are certified.

To be completed by SBE and/or MBE	
Name of SBE and/or MBE:	SYNQ Marketing Group LLC Vendor#: 126503
Address:	338 S Sharon Amity Road, Suite 374, Charlotte, NC 28211
Contact Person:	JOHN KEITH Email: john.keith@proforma.com
Telephone:	704-845-8373 Fax:

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the SBE and/or MBE listed above, and that the description, cost and percentage of work to be performed by the SBE and/or MBE as described above is accurate. The SBE and/or MBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder:	 CFO	Date:	12/5/19
<input checked="" type="checkbox"/> SBE/ MBE Firm: (Circle one or both)	 Signature and Title	Date:	12-5-19

Knoll, Inc.

Printed: July 19, 2019

Minority-Owned Dealerships (Page 1 of 1)

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

Principal: David H. Hoy
Telephone: (571) 723-4255
www.cazador.biz

Alaska Native-Owned (ANC). Small disadvantaged and minority-owned business.

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

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

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

GBI
7111 Commerce Way
Brentwood, TN 37027

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

Small disadvantaged business in accordance with 13 CFR Part 124.

IDI, Inc.
815 West Congress Street
Lafayette, LA 70501

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

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

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

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

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

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

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

Michigan Minority Business Development Council-rolling up to National Minority Council. Woman-owned status certified through the National Women Business Owners Corporation.

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

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

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

Systema (PR), Inc.
250 F. D. Roosevelt Avenue
San Juan, PR 00918

Principal: Rafael Tamayo
Telephone: (787) 751-5775
Facsimile: (787) 751-1410

Knoll, Inc.

Printed: July 19, 2019

Veteran-Owned Dealerships (Page 1 of 1)

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

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

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

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

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

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

Think Office, LLC
1320 E 68th Avenue #101
Anchorage, AK 99518

Principal: Rod Young
Telephone: (907) 338-4465

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

Knoll, Inc.

Printed: July 19, 2019

Women-Owned Dealerships (Page 1 of 5)

Corporate Concepts, Inc.
500 Water Edge, Ste. 200
Lombard, IL 60148

Principal: Vickie Hansel
Telephone: (630) 691-8800
Facsimile: (630) 691-8873

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

Corporate Concepts, Inc.
205 W. Wacker, Suite 2300
Chicago, IL 60606

Principal: Vickie Hansel
Telephone: (312) 670-0230
Facsimile: (312) 670-4291

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

Corporate Environments
1636 Northeast Expressway
Atlanta, GA 30329

Principal: Karen Hughes
Telephone: (404) 679-8999
Facsimile: (404) 679-8950

WBENC

Corporate Facilities of New Jersey
2129 Chestnut Street
Philadelphia, PA 19103

Principal: Amanda Chevalier
Telephone: (215) 279-9999
Facsimile:

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

Corporate Interior Systems, Inc.
3311 E. Broadway, Ste A
Phoenix, AZ 85040

Principal: Lisa K. Johnson
Telephone: (602) 304-0100
Facsimile: (602) 304-1020

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

Corporate Interior Systems, Inc.
2000 East Speedway Boulevard
Tucson, AZ 85719

Principal: Lisa K. Johnson
Telephone: (520) 300-6811
Facsimile: (520) 300-6518

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

Currimbhoy & Cassidy LLC (Limited Customer Access)
347 West 39th Street, Suite 7W
New York, NY 10018

Principal: Nayana Currimbhoy
Telephone: (212) 967-1868
Facsimile: (212) 494-0049

Woman-owned small business in accordance with 13 CFR Part 127. WBENC, WOSB, NMDC. Limited access via dealer, EvensonBest-NYC.

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

Principal: Debra Hopewell De Clercq
Telephone: (203) 230-9114
Facsimile: (203) 230-9380

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

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

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

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

Knoll, Inc.

Printed: July 19, 2019

Women-Owned Dealerships (Page 2 of 5)

DRB Business Interiors
153 Regent Street
Saratoga Springs, NY 12866

Principal: Dorothy Rogers-Bullis
Telephone: (518) 306-5233
Facsimile: (518) 306-5256

New York WBE

ELEMENTS
2501 Blake Street
Denver, CO 80205

Principal: Traci Lounsbury
Telephone: (303) 471-4334
Facsimile: (303) 471-4330

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

Facilities Resource Group, Inc.
6915 Spanish Fort Boulevard
Spanish Fort, AL 36527

Principal: Nancy Gentry
Telephone: (251) 626-3048
Facsimile: (251) 626-7082

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

G & S Office Supply, Inc.
6425 Polaris Drive, Suite 7
Laredo, TX 78041

Principal: Ronald Levy
Telephone: (956) 722-1773
Facsimile: (956) 722-7440

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

Grassroots Contract Interiors, LLC
737 Main Street, Suite 175
Buffalo, NY 14203

Principal: Katherine Gunsolus
Telephone: (716) 247-5256
Facsimile: (716) 875-2500

75% Woman-owned

Hub Office Furniture, Inc.
#115 1631 Dickson Avenue
Kelowna, BC V1Y 0B5
Canada

Principal: Joanne King
Telephone: (250) 808-5811

Woman-owned business

IDI, Inc.
815 West Congress Street
Lafayette, LA 70501

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

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

IFS Business Interiors
318 North Monroe Street
Tallahassee, FL 32301

Principal: Kelly Kearney
Telephone: (850) 536-0888
Facsimile: (850) 536-0890

Woman-Owned Small Business in accordance with 13 CFR Part 127.

Inspire Business Interiors
725 West Walnut Street
Johnson City, TN 37604

Principal: Tracy Johnson
Telephone: (423) 282-5400
Facsimile: (423) 282-6542

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

Knoll, Inc.

Printed: July 19, 2019

Women-Owned Dealerships (Page 3 of 5)

Interior Resources Group, LLC (Limited Customer Access)
810 Boston Turnpike Road
Shrewsbury, MA 01545
Principal: Karen Boegemann
Telephone: (401) 387-8405

J & P Sales, Inc.
5158 Interstate Drive, Ste. 309
Shreveport, LA 71109
Principal: Judy Conway
Telephone: (318) 635-1551

LaHarpe's Office Furniture
318 President Clinton Avenue
Little Rock, AR 72203
Principal: Rusty Matchett
Telephone: (501) 372-6684
Facsimile: (501) 372-3459

Marigold Home Inc. (Limited Customer Access)
747 State Route 23
Kingston, NY 12401
Principal: Maria Mendoza
Telephone: (845) 338-0800
Facsimile: (845) 338-0811

Michigan Office Design (Limited Customer Access)
26677 West Twelve Mile Road, Suite 165
Southfield, MI 48034
Principal: Sarah Jones
Telephone: (248) 447-7969
Facsimile: (248) 654-1122

Miller's Supplies at Work
1154 Martinsburg Pike
Winchester, VA 22603
Principal: Patricia Miller
Telephone: (540) 662-1824
Facsimile: (540) 662-1632

Perry Office Products, Inc.
1401 North 3rd Street
Temple, TX 76501
Principal: Debra J. Macey
Telephone: (254) 778-4755

RDI
747 Front Street, Suite 100
San Francisco, CA 94111
Principal: Ann Pantera
Telephone: (415) 777-0202
Facsimile: (415) 777-0941

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

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

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

Michigan Minority Business Development Council-rolling up to National Minority Council. Woman-owned status certified through the National Women Business Owners Corporation.

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

Woman-owned.

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

Knoll, Inc.

Printed: July 19, 2019

Women-Owned Dealerships (Page 4 of 5)

Resource One of Illinois, Inc.
321 East Adams
Springfield, IL 62701

Principal: Cynthia A. Davis
Telephone: (217) 753-5742
Facsimile: (217) 753-5748

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

Saxton, Inc.
108 Third Street, Ste. 100
Des Moines, IA 50309-4733

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

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

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

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

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

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

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

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

Spaces Group LLC
7760 Trinity Road, Suite 106
Cordova, TN 38018

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

Woman-owned.

Spaces Group South, LLC
6311 Ridgewood Road, Suite E102
Jackson, MS 39211

Principal: Carol Johnson
Telephone: (601) 472-2000

Woman-owned.

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

Principal: Rosemarie Smith
Telephone: (949) 852-0920
Facsimile: (949) 852-0929

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

Knoll, Inc.

Printed: July 19, 2019

Women-Owned Dealerships (Page 5 of 5)

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

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

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

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

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

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

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

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

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

Systems Source, Inc.
610 West 2nd Avenue
Spokane, WA 99201

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

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

Workscape, Inc.
1900 Lowe Street
Pittsburgh, PA 15220

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

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

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

Principal: Mary Jury
Telephone: (505) 254-2000
Facsimile: (505) 255-8210

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

Knoll, Inc.

Printed: July 19, 2019

Minority-Owned Dealerships (Page 1 of 1)

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

Principal: David H. Hoy
Telephone: (571) 723-4255
www.cazador.biz

Alaska Native-Owned (ANC). Small disadvantaged and minority-owned business.

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

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

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

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7111 Commerce Way
Brentwood, TN 37027

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Telephone: (615) 425-5252
Facsimile: (615) 425-5250

Small disadvantaged business in accordance with 13 CFR Part 124.

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Lafayette, LA 70501

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

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

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Kingston, NY 12401

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

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Michigan Office Design (Limited Customer Access)
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Southfield, MI 48034

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

Michigan Minority Business Development Council-rolling up to National Minority Council. Woman-owned status certified through the National Women Business Owners Corporation.

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

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

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250 F. D. Roosevelt Avenue
San Juan, PR 00918

Principal: Rafael Tamayo
Telephone: (787) 751-5775
Facsimile: (787) 751-1410

Knoll, Inc.

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Veteran-Owned Dealerships (Page 1 of 1)

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Telephone: (808) 526-2825
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Veteran-owned small business in accordance with 38 CFR Part 74. Small disadvantaged business in accordance with 13 CFR Part 124.

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Knoll, Inc.

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Women-Owned Dealerships (Page 1 of 5)

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500 Water Edge, Ste. 200
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Principal: Vickie Hansel
Telephone: (630) 691-8800
Facsimile: (630) 691-8873

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

Corporate Concepts, Inc.
205 W. Wacker, Suite 2300
Chicago, IL 60606

Principal: Vickie Hansel
Telephone: (312) 670-0230
Facsimile: (312) 670-4291

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

Corporate Environments
1636 Northeast Expressway
Atlanta, GA 30329

Principal: Karen Hughes
Telephone: (404) 679-8999
Facsimile: (404) 679-8950

WBENC

Corporate Facilities of New Jersey
2129 Chestnut Street
Philadelphia, PA 19103

Principal: Amanda Chevalier
Telephone: (215) 279-9999
Facsimile:

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

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Phoenix, AZ 85040

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Telephone: (602) 304-0100
Facsimile: (602) 304-1020

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Telephone: (520) 300-6811
Facsimile: (520) 300-6518

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

Currimbhoy & Cassidy LLC (Limited Customer Access)
347 West 39th Street, Suite 7W
New York, NY 10018

Principal: Nayana Currimbhoy
Telephone: (212) 967-1868
Facsimile: (212) 494-0049

Woman-owned small business in accordance with 13 CFR Part 127. WBENC, WOSB, NMDC. Limited access via dealer, EvensonBest-NYC.

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

Principal: Debra Hopewell De Clercq
Telephone: (203) 230-9114
Facsimile: (203) 230-9380

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

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

Principal: Debra Hopewell De Clercq
Telephone: (860) 969-8050
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Knoll, Inc.

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Women-Owned Dealerships (Page 2 of 5)

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Telephone: (518) 306-5233
Facsimile: (518) 306-5256

New York WBE

ELEMENTS
2501 Blake Street
Denver, CO 80205

Principal: Traci Lounsbury
Telephone: (303) 471-4334
Facsimile: (303) 471-4330

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

Facilities Resource Group, Inc.
6915 Spanish Fort Boulevard
Spanish Fort, AL 36527

Principal: Nancy Gentry
Telephone: (251) 626-3048
Facsimile: (251) 626-7082

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

G & S Office Supply, Inc.
6425 Polaris Drive, Suite 7
Laredo, TX 78041

Principal: Ronald Levy
Telephone: (956) 722-1773
Facsimile: (956) 722-7440

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

Grassroots Contract Interiors, LLC
737 Main Street, Suite 175
Buffalo, NY 14203

Principal: Katherine Gunsolus
Telephone: (716) 247-5256
Facsimile: (716) 875-2500

75% Woman-owned

Hub Office Furniture, Inc.
#115 1631 Dickson Avenue
Kelowna, BC V1Y 0B5
Canada

Principal: Joanne King
Telephone: (250) 808-5811

Woman-owned business

IDI, Inc.
815 West Congress Street
Lafayette, LA 70501

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

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

IFS Business Interiors
318 North Monroe Street
Tallahassee, FL 32301

Principal: Kelly Kearney
Telephone: (850) 536-0888
Facsimile: (850) 536-0890

Woman-Owned Small Business in accordance with 13 CFR Part 127.

Inspire Business Interiors
725 West Walnut Street
Johnson City, TN 37604

Principal: Tracy Johnson
Telephone: (423) 282-5400
Facsimile: (423) 282-6542

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

Knoll, Inc.

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Women-Owned Dealerships (Page 3 of 5)

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Shrewsbury, MA 01545
Principal: Karen Boegemann
Telephone: (401) 387-8405

J & P Sales, Inc.
5158 Interstate Drive, Ste. 309
Shreveport, LA 71109
Principal: Judy Conway
Telephone: (318) 635-1551

LaHarpe's Office Furniture
318 President Clinton Avenue
Little Rock, AR 72203
Principal: Rusty Matchett
Telephone: (501) 372-6684
Facsimile: (501) 372-3459

Marigold Home Inc. (Limited Customer Access)
747 State Route 23
Kingston, NY 12401
Principal: Maria Mendoza
Telephone: (845) 338-0800
Facsimile: (845) 338-0811

Michigan Office Design (Limited Customer Access)
26677 West Twelve Mile Road, Suite 165
Southfield, MI 48034
Principal: Sarah Jones
Telephone: (248) 447-7969
Facsimile: (248) 654-1122

Miller's Supplies at Work
1154 Martinsburg Pike
Winchester, VA 22603
Principal: Patricia Miller
Telephone: (540) 662-1824
Facsimile: (540) 662-1632

Perry Office Products, Inc.
1401 North 3rd Street
Temple, TX 76501
Principal: Debra J. Macey
Telephone: (254) 778-4755

RDI
747 Front Street, Suite 100
San Francisco, CA 94111
Principal: Ann Pantera
Telephone: (415) 777-0202
Facsimile: (415) 777-0941

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

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

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

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Woman-owned.

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

Knoll, Inc.

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Women-Owned Dealerships (Page 4 of 5)

Resource One of Illinois, Inc.
321 East Adams
Springfield, IL 62701

Principal: Cynthia A. Davis
Telephone: (217) 753-5742
Facsimile: (217) 753-5748

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

Saxton, Inc.
108 Third Street, Ste. 100
Des Moines, IA 50309-4733

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

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

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

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

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

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

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

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Spaces Group LLC
7760 Trinity Road, Suite 106
Cordova, TN 38018

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

Woman-owned.

Spaces Group South, LLC
6311 Ridgewood Road, Suite E102
Jackson, MS 39211

Principal: Carol Johnson
Telephone: (601) 472-2000

Woman-owned.

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

Principal: Rosemarie Smith
Telephone: (949) 852-0920
Facsimile: (949) 852-0929

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

Knoll, Inc.

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Women-Owned Dealerships (Page 5 of 5)

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

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

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

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

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

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

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

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

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

Systems Source, Inc.
610 West 2nd Avenue
Spokane, WA 99201

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

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

Workscape, Inc.
1900 Lowe Street
Pittsburgh, PA 15220

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

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

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

Principal: Mary Jury
Telephone: (505) 254-2000
Facsimile: (505) 255-8210

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

KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

REQUIRED FORM 6

July 19, 2019

Dealer Name/Address Status JDE# Oracle# DIV REG	Telephone Facsimile	Contact Name	e-mail
Alabama			
Business Interiors, Inc. , 1141 Lagoon Business Loop, Montgomery, AL 36117 Knoll 1003950 1028 S ATL	PH: (334) 396-4404 FX: (334) 396-4440	Alan Pizzitola	apizzitola@businteriors.com
Business Interiors, Inc. , 799 James Record Road, Suite 2A9, Huntsville, AL 35824 Knoll 1003950 1028 S ATL	PH: (256) 551-0051 FX: (256) 519-2466	Alan Pizzitola	apizzitola@businteriors.com
Business Interiors, Inc. (HDQ) , 2309 5th Avenue South, Birmingham, AL 35233 Knoll 1003950 1028 S ATL	PH: (205) 939-1008 FX: (205) 939-3349	Alan Pizzitola	apizzitola@businteriors.com <i>General e-mail:</i> biinfo@businteriors.com
Facilities Resource Group, Inc. , 6915 Spanish Fort Boulevard, POB 7583, Spanish Fort, AL (Mailing ZIP: 36577) (Physical ZIP: 36527) Knoll 1180807 6095 S MIA	PH: (251) 626-3048 FX: (251) 626-7082	Robin Gentry Nancy Gentry	rgentry@frginteriors.com ngentry@frginteriors.com
HST Corporate Interiors, LLC , 2309 5th Avenue South, Birmingham, AL 35233 Limited 1280299 8075 S ATL Limitation: GSA and U.S. Communities Only	PH: (205) 939-1008 FX: (205) 939-3349	Larry Carr	lcarr@hstci.com
Alaska			
Think Office, LLC , 1320 East 68th Avenue, Ste. 101, Anchorage, AK 99518 Knoll 1278464 8031 W SEA	PH: (907) 338-4465 FX: (907) 338-4475	Rod Young	rod@thinkofficellc.com
Arizona			
Corporate Interlor Systems, Inc. (HDQ) , 3311 E. Broadway, Suite A, Phoenix, AZ 85040 Knoll 1004696 1085 W PHO	PH: (602) 304-0100 FX: (602) 304-1020	Lisa Johnson	ljohnson@cisinphx.com
Corporate Interlor Systems, Inc. , 2000 East Speedway Boulevard, Tucson, AZ 85719 Knoll 1004696 1085 W PHO	PH: (520) 300-6811 FX: (520) 300-6518	Lisa Johnson	ljohnson@cisinphx.com <i>General e-mail:</i> sales@cisinphx.com
Arkansas			
Calvert McBride , 3811 Planters Road, P.O. Box 6337, Fort Smith, AR 72908 (FedEx ZIP: 72908) Knoll 1004568 1050 S DAL	PH: (479) 646-8311 FX: (479) 646-6036	Kevin McBride	kevinmcbride@calvertmcbride.com
LeHarpe's Office Furniture , 318 President Clinton Avenue, P.O. Box 3817, Little Rock, AR 72203 (FedEx ZIP: 72201) Knoll 1003917 1025 S DAL	PH: (501) 372-6684 FX: (501) 372-3459	Russell Matchett	rmatchett@laharpes.com
California			
Desert Business Interiors , 74210 Highway 111, Ste. C, Palm Desert, CA 92260 Knoll 1233387 7038 W LAN	PH: (760) 340-1112 FX: (760) 340-1833	Jason Cason Cathy Galletta	jcason@desertbusinessinteriors.com cgalletta@desertbusinessinteriors.com
KBM-Hogue (HDQ) , 225 West Santa Clara Street, Ste. 1550, San Jose, CA 95113 Knoll 1004145 1036 W SFN	PH: (408) 351-7100 FX: (408) 938-0699	Stan Vuckovich	stan.vuckovich@kbm-hogue.com <i>General e-mail:</i> sales@kbm-hogue.com
KBM-Hogue , 250 Montgomery Street, Ste. 1400, San Francisco, CA 94104 Knoll 1424229 56212 W SFN	PH: (415) 788-4888 FX: (415) 788-0972	Stan Vuckovich	stan.vuckovich@kbm-hogue.com <i>General e-mail:</i> sales@kbm-hogue.com
KBM-Hogue , 1610 R Street, Suite 270, Sacramento, CA 95811 Knoll 1424231 56211 W SFN (Can market to GSA/U.S. Communities in the Fresno, CA market as well)	PH: (916) 455-1515 FX: (916) 455-1551	Stan Vuckovich	stan.vuckovich@kbm-hogue.com <i>General e-mail:</i> sales@kbm-hogue.com
MG West (HDQ) , 2 Shaw Alley, 3rd Floor, San Francisco, CA 94105 Knoll 1004146 1037 W SFN Deactivating-working on phase out plan in process.	PH: (415) 284-4800 FX: (415) 284-0150	Andrew Sullivan	andrew@mgwest.com
MG West , 3945 Freedom Circle, Suite 110, Santa Clara, CA 95054 Knoll 1365613 14232 W SFN Deactivating-working on phase out plan in process.	PH: (408) 883-8022 FX:	Andrew Sullivan	andrew@mgwest.com <i>General e-mail:</i> inquiry@mgwest.com
RDI (Ibox Enterprises dba) , 747 Front Street, Suite 100, San Francisco, CA 94111 Knoll 1067680 3231 W SFN	PH: (415) 777-0202 FX: (415) 777-0941	Ann Pantera	ann.pantera@rdi-sf.com
Sierra School Equipment Company , 1911 Mineral Court, P.O. Box 80667, Bakersfield, CA 93308-0667 Knoll 1004829 1105 W LAN FedEx/UPS ZIP Code: 93308-6812	PH: (661) 399-2993 FX: (661) 399-0218	Michael McDermott	mikemcdermott@sssecinc.com
Smart Office Interiors , 601 Pine Avenue, Suite A, Goleta, CA 93117 Knoll 1185387 6173 W LAN	PH: (805) 965-8585 FX: (805) 965-5119	Robert McInerney	robert@smartofficeinteriors.com
Systems Source, Inc. (HDQ) , 4685 MacArthur Court, Suite 100, Newport Beach, CA 92660 Knoll 1004713 56639 W LAN	PH: (949) 852-0920 FX: (949) 852-0929	Rosemarie Smith	rsmith@systemssource.com
Systems Source, Inc. , 601 West 5th Street, STE 400, Los Angeles, CA 90071 Knoll 1004713 56639 W LAN	PH: (310) 234-9814 FX: (310) 234-9434	Rosemarie Smith	rsmith@systemssource.com
Systems Source, Inc. , 530 B Street, Suite 110, San Diego, CA 92101 Knoll 1348590 11168 W LAN	PH: (619) 822-2453 FX:	Rosemarie Smith	rsmith@systemssource.com
Western Office LA (HDQ) , 500 Citadel Drive, Ste. 250, Los Angeles, CA 90040 Knoll 1004143 1035 W LAN	PH: (323) 271-1800 FX: (323) 271-1801	Jonathan Felton	jfelton@westernoffice.com <i>General e-mail:</i> info@westernoffice.com
Western Office LA , 515 South Figueroa Street, Suite 101, Los Angeles, CA 90071 Knoll 1004143 1035 W LAN	PH: (323) 271-1800 FX:	Jonathan Felton	jfelton@westernoffice.com <i>General e-mail:</i> info@westernoffice.com
Western Office LA , 611 Anton Boulevard, Suite 350, Costa Mesa, CA 92626 Knoll 1004143 1035 W LAN	PH: (714) 559-7700 FX:	Jonathan Felton	jfelton@westernoffice.com <i>General e-mail:</i> info@westernoffice.com
Colorado			
ELEMENTS Denver , 2501 Blake Street, Denver, CO 80205 Knoll 1264069 7671 W PHO	PH: (303) 471-4334 FX: (303) 471-4330	Traci Lounsbury	tlounsbury@workplaceelements.com

KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

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Dealer Name/Address Status	JDE#	Oracle#	DIV	REG	Telephone Facsimile	Contact Name	e-mail
Connecticut							
Arenson Office Furnishings, Inc., 300 First Stamford Place, Stamford, CT 06902					PH: (203) 348-2900	Carl Milianta	cmilianta@aof.com
Knoll 1005083 1130 N NYC					FX: (203) 348-0055		information@aof.com
De Clercq Office Group, Ltd. (HDQ), 112 Rowayton Avenue, Rowayton, CT 06853					PH: (203) 831-5007	Dan De Clercq	dan@dog-office.com
Knoll 1102697 4360 N NYC					FX: (203) 831-5010		
De Clercq Office Group, Ltd., 1227 Whitney Avenue, Hamden, CT 06517					PH: (203) 230-9144	Debra Hopewell De Clercq	deb@dog-office.com
Knoll 1258074 7538 N BOS					FX: (203) 230-9380		
De Clercq Office Group, Ltd., 36 Huyshope Avenue, Hartford, CT 06106					PH: (860) 969-8050	Debra Hopewell De Clercq	deb@dog-office.com
Knoll 1258074 7538 N BOS GPS Address: 10 Sequassen Street, Hartford, CT 06106					FX:		
DC							
EvensonBest LLC, 1000 Vermont Avenue NW, 7th Floor, Washington, DC 20005					PH: (202) 540-5700	Vernon Evenson	vevenson@evensonbest.com
Knoll 1265224 7701 N WAS					FX: (202) 540-5701		General e-mail: info@evensonbest.com
MOI, Inc., 111 K Street NE, 8th Floor, Washington, DC 20002					PH: (202) 469-7600	David Noel	dnoel@moi.com
Knoll 1004365 1043 N WAS					FX: (202) 469-7699		General e-mail: info@moi.com
Delaware							
Corporate Facilities, Inc., 919 North Market Street, Suite 425, Wilmington, DE 19801					PH: (302) 425-3700	Robert Chevalier	robert@cfi-knoll.com
Knoll 1004597 1057 N PHI					FX: No number at this time.		General e-mail: info@cfi-knoll.com
Florida							
Beaux-Arts Group (HDQ) (Beaux-Arts Installation Group dba), 400 North Ashley Drive, Suite 800, Tampa, FL 33602-4301					PH: (813) 880-8686	Bill Everett	beverett@bagcontract.com
Knoll 1214722 6651 S MIA					FX: (813) 889-8707	Anne Adams Everett	aadams@bagcontract.com
							General e-mail: info@tampa@bagcontract.com
Beaux-Arts Group (Beaux-Arts Installation Group dba), 13100 Westlinks Terrace, Unit 11, Ft. Myers, FL 33913					PH: (239) 280-1399	Bill Everett	beverett@bagcontract.com
Knoll 1214722 6651 S MIA					FX: (239) 225-1430	Anne Adams Everett	aadams@bagcontract.com
							General e-mail: info@ftmyers@bagcontract.com
Beaux-Arts Group (Beaux-Arts Installation Group dba), 4750 New Broad Street, Suite 150, Orlando, FL 32814					PH: (407) 302-0092	Bill Everett	beverett@bagcontract.com
Knoll 1347106 10892 S MIA					FX: (407) 302-3329	Anne Adams Everett	aadams@bagcontract.com
							General e-mail: info@orlando@bagcontract.com
Beaux-Arts Installation Group Disney, 400 North Ashley Drive, Suite 800, Tampa, FL 33602-4301					PH: (813) 880-8686	Bill Everett	beverett@bagcontract.com
Knoll 1337021 9828 S MIA					FX: (813) 889-8707	Anne Adams Everett	aadams@bagcontract.com
Business Interiors, Inc., 223 West Gregory Street, Pensacola, FL 32502					PH: (850) 266-9266	Alan Pizzitola	apizzitola@businteriors.com
Knoll 1003950 1028 S ATL					FX: (850) 469-1981		General e-mail: biinfo@businteriors.com
CBI, 888 East Las Olas Boulevard, Ste. 600, Ft. Lauderdale, FL 33301					PH: (954) 315-3100	David Longo	david.longo@cbi-nc.com
Knoll 1351233 11659 S MIA					FX: (954) 767-0320		General e-mail: cbi@cbi-se.com
CBI, 6 East Bay Street, Ste. 100, Jacksonville, FL 32202					PH: (904) 343-9852	David Longo	david.longo@cbi-nc.com
Knoll 1391646 17569 S MIA					FX: (904) 212-2361		General e-mail: cbi@cbi-se.com
IFS Business Interiors, 318 North Monroe Street, Tallahassee, FL 32301					PH: (850) 536-0888	Christopher Kearney	ckearney@ifsbi.com
Knoll 1035016 2175 S MIA					FX: (850) 536-0890	Kelly Kearney	kkearney@ifsbi.com
Georgia							
Corporate Environments of Georgia, Inc., 1636 Northeast Expressway, Atlanta, GA 30329					PH: (404) 679-8999	Karen Hughes	khughes@corporateenvironments.com
Knoll 1004590 1054 S ATL					FX: (404) 679-8950		
Mason, Inc., 2301-B Rowland Avenue, P.O. Box 9944, Savannah, GA 31412					PH: (912) 232-4192	Joseph Conners, Jr.	jconners@mason-inc.com
Knoll 1005094 1134 S ATL Physical ZIP: 31404					FX: (912) 234-3654		
Hawaii							
Corporate Environments International LLC, 841 Bishop Street, Ste. 1188, Honolulu, HI 96813					PH: (808) 526-2825	Michael Yasui	myasui@ceihawaii.com
Knoll 1019436 1946 W SFN					FX: (808) 526-1762		
Idaho							
Sprague Solutions, 615 West Hays Street, Boise, ID 83702					PH: (208) 331-7737	Daniel Sprague	daniel@spraguesolutions.com
Knoll 1190431 6262 W SEA					FX: (208) 331-7797		
Illinois							
Corporate Concepts, Inc. (HDQ), 500 Waters Edge, Ste. 200, Lombard, IL 60148					PH: (630) 691-8800	Vickie Hansel	vhansel@corpconc.com
Knoll 1004622 1065 W CHI					FX: (630) 691-8873	Larry Zerante	lzerante@corpconc.com
						Jennifer Cusack	jcusack@corpconc.com
Corporate Concepts, Inc., 205 West Wacker, Suite 2300, Chicago, IL 60606					PH: (312) 670-0230	Vickie Hansel	vhansel@corpconc.com
Knoll 1004622 1065 W CHI					FX: (312) 670-4291	Larry Zerante	lzerante@corpconc.com
						Jennifer Cusack	jcusack@corpconc.com
Resource One of Illinois, Ltd., 321 East Adams, Springfield, IL 62701					PH: (217) 753-5742	Cynthia Davis	cdavis@resourceoneoffice.com
Knoll 1003929 1027 W CHI					FX: (217) 753-5748	Craig Mannschreck	cmannschreck@resourceoneoffice.com

KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

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Dealer Name/Address Status JDE# Oracle# DIV REG	Telephone Facsimile	Contact Name	e-mail
Indiana			
RJE Business Interiors, Inc. (HDQ), 621 East Ohio Street, Indianapolis, IN 46202 Knoll 1004687 1082 S IND	PH: (317) 293-4051 FX: (317) 297-8513	Dennis Sponsel	dsponsel@rjefurn.com
RJE Business Interiors, Inc., 301 West Jefferson Boulevard, Fort Wayne, IN 46802 Knoll 1358619 50260 S IND	PH: (260) 702-3030	Dennis Sponsel <i>General e-mail:</i> rje@rjefurn.com	dsponsel@rjefurn.com
Iowa			
Saxton, Inc. (HDQ), 600 3rd Street, SE, Ste. 300, Cedar Rapids, IA 52401-2010 Knoll 1004637 1070 W STL	PH: (319) 365-6967 FX: (319) 365-2316	Kim Augspurger	kim-augspurger@saxtoninc.com
Saxton, Inc., 108 Third Street, Suite 100, Des Moines, IA 50309-4733 Knoll 1004639 1072 W STL	PH: (515) 244-6116 FX: (515) 244-6351	Kim Augspurger	kim-augspurger@saxtoninc.com
Kansas			
Evologic LLC, 14950 West 86th Street, Lenexa, KS 66215 Knoll 1177680 6033 W STL	PH: (913) 894-6273 FX: (913) 894-8890	Trisha Allenbrand	tallenbrand@spacesinc.com
Spaces, Inc., 14950 West 86th Street, Lenexa, KS 66215 Knoll 1004811 1100 W STL	PH: (913) 894-8900 FX: (913) 894-8890	Trisha Allenbrand Chris McCormack	tallenbrand@spacesinc.com cmccormack@spacesinc.com
Kentucky			
Happy's of Madisonville, Inc., 62 South Main Street, Madisonville, KY 42431 Knoll 1004768 1097 S IND	PH: (270) 821-6300 FX: (270) 821-7801	Ronnie Vaughn	ronnie@happys.com
RJE Business Interiors, Inc., 257 East Short Street, Lexington, KY 40507 Knoll 1428412 59505 S IND	PH: (859) 231-7774 FX: (859) 233-9623	Dennis Sponsel	dsponsel@rjefurn.com rje@rjefurn.com
RJE Business Interiors, Inc., 732 West Main Street, Louisville, KY 40202 Knoll 1428412 59505 S IND	PH: (502) 566-3000 FX: (502) 785-8400	Dennis Sponsel	dsponsel@rjefurn.com rje@rjefurn.com
Louisiana			
AOS Architectural Interiors (Associated Office Systems of Louisiana, Inc. dba), 400 Poydras Street, Ste. 1700, Texaco Center, New Orleans, LA 70130 Knoll 1004723 1090 S HOU	PH: (504) 561-8400 FX: (504) 561-1155	Shelby Russ, Jr. <i>General e-mail:</i> neworleansales@a-o-s.net	s.russ@thinkaos.com
AOS Architectural Interiors (Associated Office Systems of Louisiana, Inc. dba), One American Place, 301 Main Street, Suite 1610, Baton Rouge, LA 70801 Knoll 1004723 1090 S HOU	PH: (225) 766-5558 FX:	Shelby Russ, Jr. <i>General e-mail:</i> neworleansales@a-o-s.net	s.russ@thinkaos.com
IDI, Inc. (Innovative Intelligent Design, Inc. dba), 815 West Congress Street, Lafayette, LA 70501 Knoll 1005101 1136 S HOU	PH: (337) 236-9107 FX: (337) 236-9108	Heather Trosclair Byron Trosclair	heather@idi4design.com byron@idi4design.com
J & P Sales, Inc., P.O. Box 3929, Shreveport, LA 71133 Knoll 1218002 6726 S HOU <i>FedEx Address: 5158 Interstate Drive, Ste. 309, Shreveport, LA 71109</i>	PH: (318) 635-1551 FX: (318) 635-1584	Judy Conway Prentice Conway	judyconway@bellsouth.net
Maine			
Office Resources, Inc., 22 York Street, Suite 101, Portland, ME 04101 Knoll 1331601 9588 N BOS	PH: (207) 775-5344 FX: (207) 775-6731	Paul Fraser Kevin Barbary	PaulFraser@ori.com KevinBarbary@ori.com
Maryland			
MOI, Inc. (Headquarters), 1801 Porter Street, Suite 100, Baltimore, MD 21230 Knoll 1004365 1043 N WAS	PH: (443) 780-2000 FX:	David Noel <i>General e-mail:</i> BaltimoreOpportunities@moi.com	dnoel@moi.com
Massachusetts			
Interior Resources Group, LLC, 810 Boston Turnpike Road, Shrewsbury, MA 01545 Limited 1318263 71052 N BOS	PH: (401) 374-8405 FX:	Karen Boegemann	kboegemann@irg-mwbe.com
Office Resources, Inc. (HDQ), 263 Summer Street, Boston, MA 02210 Knoll 1004871 1115 N BOS	PH: (617) 423-9100 FX: (617) 423-5590	Paul Fraser Kevin Barbary	PaulFraser@ori.com KevinBarbary@ori.com
Office Resources, Inc., 810 Boston Turnpike Road, Shrewsbury, MA 01545 Knoll 1004871 1115 N BOS	PH: (508) 719-0219 FX: (508) 719-0220	Paul Fraser Kevin Barbary Robert Tenaglia	PaulFraser@ori.com KevinBarbary@ori.com roberttenaglia@ori.com
Michigan			
American Interiors Detroit, 29550 Hudson Drive, Novi, MI 48377 Knoll 1084380 3999 S IND	PH: (248) 624-2255 FX: (248) 624-7755	Steve Essig	steve@aminteriors.com
Lakeshore Furniture LLC, 450 West Hackley Avenue, Muskegon, MI 49444 Knoll 1164297 5750 S IND	PH: (231) 733-0604 FX: (231) 733-6502	Travis Griffith	travisg@lsfurniture.online
Metro Business Interiors, Inc., 520 West Main Street, P.O. Box 1144, Benton Harbor, MI 49023-1144 (Physical ZIP: 49022) Limited 1004721 1089 S IND <i>"Essentials" Only Product</i>	PH: (269) 926-0911 FX: (269) 926-0581	Matthew Luxem	matluxem@gmail.com
Michigan Office Design, 26677 West Twelve Mile Road, Suite 165, Southfield, MI 48034 Limited 1004866 1113 S IND <i>All Products + Essentials: Wayne County, Blue Cross/Blue Shield, Karmanos, Fanuc Robotics, Henry Ford Health Systems, Continental Teves, Creative Foam & GM Call Centers</i>	PH: (248) 447-7969 FX: (248) 654-1122	Sarah Jones	sjones@moddesign.net
Pinnacle Design (Consumer Office Furniture, Inc. dba), 3700 Bay Road, Saginaw, MI 48603 Knoll 1084383 4000 S IND	PH: (989) 790-7240 FX: (989) 790-1191	Sam Shaheen Peter Shaheen	sam@shaheendevlopment.com peter@shaheendevlopment.com

KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

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Dealer Name/Address Status JDE# Oracle# DIV REG	Telephone Facsimile	Contact Name	e-mail
Minnesota			
Parameters, Ltd., 705 Marquette Avenue, South, Suite 1000, Minneapolis, MN 55402(Mail & Packages) Knoll 1004629 1067 W CHI <u>Deliveries & Drop Ship:</u> Baker Center Loading Dock, Attn: Parameters - 705 Building, STE 1000, 114 South 8th ST, Minneapolis, MN 55402	PH: (952) 903-5200 FX: (952) 903-5293	David Haines Lauri Bolin	davidh@parameters.com lbolin@parameters.com General e-mail: info@parameters.com
Mississippi			
Spaces Group South, LLC, 6311 Ridgewood Road, Suite E102, Jackson, MS 39211 Knoll 1431366 64606 S ATL <u>UPS/FedEx address:</u> 1060 E County Line Road, #3A-332, Ridgeland, MS 39157	PH: (601) 472-2000 FX:	Carol Johnson	cjohnson@spacesgrp.com General e-mail: info@spacesgrp.com
Missouri			
CI Select (HDQ), 11840 Westline Industrial Drive, Suite 100, St. Louis, MO 63146 Knoll 1004634 1068 W STL	PH: (314) 909-1990 FX: (314) 909-1911	Claire Erker Brian Heigel	cerker@ciselect.com bheigel@ciselect.com General e-mail: info@ciselect.com
NewGround International, Inc., 15450 South Outer Forty DR, STE 300, Chesterfield, MO 63017 Limited 1007057 1143 W STL Major projects controlled by Dealer - All Knoll Product	PH: (636) 898-8100 FX: (636) 898-8111	Deanna Schoen	dschoen@newground.com
Nebraska			
Business World Products of Hastings, Inc., 634 West Second Street, POB 972, Hastings, NE 68902 Knoll 1004914 1120 W STL FedEx/UPS ZIP Code: 68901	PH: (402) 463-9660 FX: (402) 463-9712	Michael Schmidt Mike Florek	mschmidt@bwphastings.com mikef@bwphastings.com
CI Select, 4614 Dodge Street, Omaha, NE 68132 Knoll 1428414 59503 W STL	PH: (402) 925-3200 FX:	Claire Erker Brian Heigel	cerker@ciselect.com bheigel@ciselect.com General e-mail: info@ciselect.com
Nevada			
Western Office, 5565 S. Decatur Boulevard, Ste. 108, Las Vegas, NV 89118 Knoll 1013146 1813 W PHO	PH: (702) 347-5500 FX: (702) 347-5501	Mike Dona Greg Dona	MDona@westernoffice.com GDona@westernoffice.com
New Hampshire			
Office Resources, Inc., 22 Deer Street, Portsmouth, NH 03801 Knoll 1005154 1140 N BOS	PH: (603) 645-9808 FX: (603) 645-6798	Paul Fraser Kevin Barbary Doug Ellis	PaulFraser@ori.com KevinBarbary@ori.com dougellis@ori.com
New Jersey			
Arenson Office Furnishings, Inc., 90 Woodbridge Center Drive, Ste. 160, Woodbridge, NJ 07095-1142 Knoll 1004728 1091 N NYC	PH: (732) 283-9395 FX: (732) 283-9198	Carl Millianta	cmilianta@aof.com
CFI GOV LLC, 2129 Chestnut Street, Philadelphia, PA 19103 (Physical: 28 South Broadway, Gloucester City, NJ 08030) Limited 1334394 75760 N PHI Limitation: GSA, US Communities & States Government (DE, E. PA and S. NJ)	PH: (856) 603-0546 FX: (856) 662-5787	Amanda Chevalier	achevalier@cfinj-knoll.com
Corporate Facilities of New Jersey, 6950 Sherman Lane, Pennsauken, NJ 08110 Knoll 1151479 5428 N PHI	PH: (856) 662-5200 FX: (856) 662-5787	Amanda Chevalier	achevalier@cfinj-knoll.com General e-mail: info@cfi-knoll.com
EvensonBest LLC, 400 Connell Drive, Ste. 2100, Berkeley Heights, NJ 07922 Knoll 1192307 6290 N NYC	PH: (908) 663-2700 FX: (908) 663-2701	Vernon Evenson	vevenson@evensonbest.com General e-mail: info@evensonbest.com
Feigus Office Furniture, 2604 Allantic Avenue, Suite 100, Wall, NJ 07719 Knoll 1005088 1132 N NYC	PH: (732) 780-6665 FX: (732) 528-7007	Brad Feigus	brad@feigus.com
New Mexico			
Workspace Dynamics, Inc., 4711 Lomas Boulevard NE, Albuquerque, NM 87110 Knoll 1061756 2837 W PHO	PH: (505) 265-7651 FX: (505) 255-8210	Mary Jury	mjury@wsdnm.com
New York			
A. R. Kropp Co. & Sons (A. R. Kropp LLC d/b/a), 1515-B Fifth Industrial Court, Bay Shore, NY 11706 Limited 1443050 79685 N NYC	PH: (631) 549-9240 FX: (631) 423-3661	Tim Kropp Greg Kropp	timothykropp@arkshelving.com gregkropp@arkshelving.com
Arenson Office Furnishings, Inc. (HDQ), 1115 Broadway, 6th Floor, New York, NY 10010 Knoll 1004594 1055 N NYC	PH: (212) 633-2400 PH: (212) 633-2777	Carl Millianta	cmilianta@aof.com information@aof.com
Currimbhoy & Cassidy, LLC, 347 West 39th Street, Suite 7W, New York, NY 10018 Limited 1282750 8143 N NYC Limitation: Limited to servicing one customer, EvensonBest LLC.	PH: (212) 967-1868 FX: (212) 494-0049	Nayana Currimbhoy Paul Cassidy	nayana@currimbhoy-cassidy.com paul@currimbhoy-cassidy.com
David G. Rosen, Inc., 25 South Service Road, Suite 210, Jericho, NY 11753 Knoll 1003998 1031 N NYC	PH: (516) 333-3535 FX: (516) 333-0338	David Rosen	dgrfurn@optonline.net
DRB Business Interiors, 153 Regent Street, Saratoga Springs, NY 12866 Knoll 1275378 7941 N BOS	PH: (518) 306-5233 FX: (518) 306-5256	Daniel Bullis	dbullis@drbbusinessinteriors.com
EvensonBest LLC (HDQ), 641 Avenue of the Americas, 6th Floor, New York, NY 10011 Knoll 1005001 1127 N NYC	PH: (212) 549-8000 FX: (212) 549-8212	Vernon Evenson	vevenson@evensonbest.com General e-mail: info@evensonbest.com
Global Packing Solutions, 70 East Sunrise Highway, Suite 611, Valley Stream, NY 11581 Limited 1443053 79688 N NYC	PH: (516) 568-2080 FX: (516) 568-1274	Emmett Walker Mitchell Sloane	ewalker@glopacilk.com msloane@glopacilk.com
Grassroots Contract Interiors, 737 Main Street, Suite 175, Buffalo, NY 14203 Knoll 1314997 9059 N BOS Mailing Address: P.O. Box 43, Buffalo, NY 14201	PH: (716) 247-5256 FX: (716) 875-2500	Katherine Gunsolus Tim Hutton	katherine@gcibuffalo.com tim@gcibuffalo.com

KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

July 19, 2019

Dealer Name/Address	Status	JDE#	Oracle#	DIV	REG	Telephone	Facsimile	Contact Name	e-mail
Just the Right Stuff, Inc. , 103 Twin Oaks Drive, Syracuse, NY 13206						PH: (315) 433-1309		Dave Constas	dconstas@justtherightstuff.com
Knoll 1328205 9459 N BOS						FX: (315) 463-7118		Neil Greenson	ngreenson@justtherightstuff.com
Kinahan Associates LLC , 8799 Wedgefield Lane, Cicero, NY 13039						PH: (315) 572-2308		Kelly Kinahan	kelly@kinahanassociates.com
Limited 1443052 79687 N BOS						FX:			
Lane Office , 256 West 38th Street, 5th Floor, New York, NY 10018						PH: (212) 233-4100		Gregory Burke	greg@laneoffice.com
Knoll 1004952 1122 N NYC						FX: (212) 693-2124		Avery Wasoleck	avery@laneoffice.com
Marigold Home Inc. , 747 State Route 28, Kingston, NY 12401						PH: (845) 338-0800		Maria Mendoza	maria@marigold-home.com
Limited 1260214 51514 N NYC						FX: (845) 338-0811			
Office Resources, Inc. , 1501 Broadway, Suite 802, New York, NY 10036						PH: (212) 704-9848		Paul Fraser	PaulFraser@ori.com
Knoll 1004281 1040 N NYC						FX: (212) 944-8264		Kevin Barbary	KevinBarbary@ori.com
Weeks Lerman Group, LLC (The) , 58-38 Page Place, Maspeth, NY 11378						PH: (718) 803-5000		Sid Lerman	sid@weekslerman.com
Knoll 1061366 2809 N NYC						FX: (718) 628-7724			
North Carolina									
CBI (HDQ) , 4020 Yancey Road, Charlotte, NC 28217						PH: (704) 525-7630		Dave Longo	david.longo@cbi-nc.com
Knoll 1004647 1075 S CHA						FX: (704) 527-9361			
CBI , 625 Oberlin Road, Raleigh, NC 27605						PH: (919) 991-1077		Dave Longo	david.longo@cbi-nc.com
Knoll 1072252 3532 S CHA						FX: (919) 991-1066			
CBI , 322 East Chapel Hill Street, Durham, NC 27701						PH: no land line		David Longo	david.longo@cbi-nc.com
Knoll 1072252 3532 S CHA						FX: no land line		<i>General e-mail:</i>	cbi@cbi-nc.com
CBI , 814 Angelo Brothers Avenue, Winston-Salem, NC 27101						PH: (336) 724-5194		David Longo	david.longo@cbi-nc.com
Knoll 1231533 6999 S CHA						FX: (336) 727-1049		Tonya Mayes-Sawyer	tonya.sawyer@cbi-nc.com
Ohio									
American Interiors, Inc. (HDQ) , 302 S. Byrne Road, Building 100, Toledo, OH 43615						PH: (419) 535-1808		Steven Essig	steve@aminteriors.com
Knoll 1005061 1129 S IND						FX: (419) 535-1899			
American Interiors, Inc. , 1001 Lakeside Avenue E, Ste. 150, Cleveland, OH 44114						PH: (216) 912-1200		Steven Essig	steve@aminteriors.com
Knoll 1173153 5944 S IND						FX: (216) 912-1201			
O'Reilly Office LLC , 300 Spruce Street, Suite 150, Columbus, OH 43215						PH: (614) 754-1895		Erica O'Reilly	erica@oreillyoffice.com
Knoll 1347667 11021 S IND						FX: (614) 754-1524		Thomas O'Reilly	thoreilly@oreillyoffice.com
RJE Business Interiors, Inc. , 623 Broadway Street, Cincinnati, OH 45202						PH: (513) 641-3700		Dennis Sponsel	dsponsel@rjefurn.com
Knoll 1283817 8163 S IND						FX: (513) 641-0744			
RJE Business Interiors, Inc. , 234 North 5th Street, Columbus, OH 43215						PH: (614) 374-5399		Dennis Sponsel	dsponsel@rjefurn.com
Knoll 1449839 87407 S IND						FX:		Tarra Aufderheide	taufderheide@rje-bi.com
Oklahoma									
Bauhaus , 426 East 4th Street, Tulsa, OK 74120						PH: (918) 557-9885		Ron Welch	rwelch@bauhausinteriors.com
Knoll 1416264 50941 S DAL						FX:			
Spaces, Inc. , 2801 Coltrane Place, Suite 1, Edmond, OK 73034						PH: (405) 216-8800		Alison Hafar	alisonhafar@spacesok.com
Knoll 1065103 3001 S DAL						FX: (405) 216-8802		Don Henke	dohenke@spacesok.com
Oregon									
Environments , 707 SE Belmont Avenue, Portland, OR 97214						PH: (503) 236-3600		Chris Corrado	chris@environmentsnw.com
Knoll 1004596 1056 W SEA						FX: (503) 236-1300			
Workspace (Interior Office Concepts, Inc. dba), 150 N. Bartlett Street, Ste. 100, Medford, OR 97501						PH: (541) 776-4043		Justin Steffens	justin@iocteam.com
Knoll 1059228 2607 W SEA						FX: (541) 776-3812			
Pennsylvania									
A. J. Grack Business Interiors , 3364 West 26th Street, Building B, Erie, PA 16506						PH: (814) 835-8217		A. J. Grack	ajgrack@ajgrack.com
Knoll 1004733 1095 N PHI						FX: (814) 836-0307		Dory Grack	dorygrack@ajgrack.com
Corporate Facilities, Inc. (HDQ) , 2129 Chestnut Street, Philadelphia, PA 19103						PH: (215) 279-9999		Robert Chevalier	robert@cfi-knoll.com
Knoll 1004597 1057 N PHI						FX: (215) 279-9445		Patricia Dobkin	pdobkin@cfi-knoll.com
Corporate Facilities, Inc. , 300 Brookside Avenue, Building 4, Suite 100, Ambler, PA 19002						PH: (215) 279-9999		Robert Chevalier	robert@cfi-knoll.com
Knoll 1004597 1057 N PHI						FX:		<i>General e-mail:</i>	info@cfi-knoll.com
Corporate Facilities, Inc. , 401 E. Windy Hill Road, Mechanicsburg, PA 17055						PH: (717) 234-1234		Robert Chevalier	robert@cfi-knoll.com
Knoll 1351709 11747 N PHI						FX:			
Corporate Facilities - Lehigh Valley, LLC , 1042 Hamilton Street, Allentown, PA 18101						PH: (610) 434-7236		Robert Chevalier	robert@cfi-knoll.com
Knoll 1170077 5905 N PHI						FX: (610) 439-0719		Beverly Kahler	beverley@cfliv-knoll.com
Corporate Facilities, Inc. , 119 South Burrows Street, Ste. 608, State College, PA 16801						PH: (717) 234-1234		Robert Chevalier	robert@cfi-knoll.com
Knoll 1351709 11747 N PHI						FX:		<i>General e-mail:</i>	info@cfi-knoll.com
Workscape, Inc. , 1900 Lowe Street, Pittsburgh, PA 15220						PH: (412) 920-6300		Dawn Sauter	dmsauter@workscapeinc.com
Knoll 1004870 1114 N PHI						FX: (412) 920-7570		David Sauter	dsauter@workscapeinc.com

KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

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Dealer Name/Address Status JDE# Oracle# DIV REG	Telephone Facsimile	Contact Name	e-mail
Puerto Rico			
Systema (PR), Inc., 250 F. D. Roosevelt Avenue, San Juan, PR 00918-2311 Knoll 1004356 1042 S MIA	PH: (787) 751-5775 FX: (787) 751-1410	Rafael Tamayo	rafael@systema.net sales@systema.net
Rhode Island			
Sheehans Office Interiors, Inc. (HDQ), 524 Park Avenue, P.O. Box 629, Portsmouth, RI 02871-0629 Knoll 1003997 1030 N BOS FedEx/UPS ZIP Code: 02871-4940	PH: (401) 683-3150 FX: (401) 683-4990	Jack Sheehan	jsheehan@sheehansoffice.com
Sheehan's Office Interiors, Inc., 865 Waterman Avenue, East Providence, RI 02914 Knoll 1003997 1030 N BOS	PH: (401) 683-3150 FX:	Jack Sheehan	jsheehan@sheehansoffice.com
South Carolina			
CBI, 526-B King Street, Charleston, SC 29403 Knoll 1099944 4296 S CHA	PH: (843) 853-8888 FX: (843) 853-3511	Dave Longo	david.longo@cbi-nc.com
CBI, 205 East Broad Street, Greenville, SC 29601 Knoll 1423458 55609 S CHA Use JDE#1332880 for literature orders only)	PH: (864) 404-4200 FX: (864) 478-1234	David Longo	david.longo@cbi-nc.com
Corporate Concepts, Inc., 2412 Main Street, Columbia, SC 29201-1948 Knoll 1004491 1047 S CHA	PH: (803) 758-2900 FX: (803) 758-2904	Rutledge Davies	RDavies@CorporateConceptsofSC.com
Talotta Contract Interiors & Office Furniture USA, 4575 Dickpond RD - Highway 544, Myrtle Beach, SC 29588 Knoll 1068645 3300 S CHA	PH: (843) 650-5217 FX: (843) 650-2373	Frank Talotta	FrankT@talottainteriors.com
South Dakota			
A&B Business, Inc., 1600 North A Avenue, Sioux Falls, SD 57104 Knoll 1350551 11523 W CHI	PH: (605) 335-8520 FX: (605) 335-8942	Dennis Aanenson	dennis.aanenson@abbusiness.com
Tennessee			
CBI, 128 South Gay Street, Knoxville, TN 37902 Knoll 1330630 9545 S CHA	PH: (865) 321-4900 FX: (865) 342-4872	David Longo Dean Vance	david.longo@cbi-nc.com dean.vance@cbi-tn.com
CBI, 701 Cherry Street, Ste. 100, Chattanooga, TN 37402 Knoll 1330630 9545 S CHA	PH: (423) 308-6982 FX: (423) 376-1257	David Longo	david.longo@cbi-nc.com General e-mail: cbi@cbi-tn.com
GBI, 7111 Commerce Way, Brentwood, TN 37027 Knoll 1382818 16442 S CHA	PH: (615) 425-5252 FX: (615) 425-5250	Jay Chawan	jay@gbinashville.com General e-mail: info@gbinashville.com
Inspire Business Interiors (TIH Associates, LLC dba), 725 West Walnut Street, Johnson City, TN 37604 Knoll 1208644 6556 S CHA	PH: (423) 282-5400 FX: (423) 282-6542	Tracy Johnson	tjohnson@inspirebusinessinteriors.com
Spaces Group LLC, 7760 Trinity Road, Suite 106, Cordova, TN 38018 Knoll 1293695 8454 S CHA	PH: (901) 348-4600 FX: (901) 395-0039	Carol Johnson	cjohnson@spacesgrp.com
Texas			
Bauhaus, 1645 Stemmons Freeway, Suite A, Dallas, TX 75207 Knoll 1004826 1103 S DAL	PH: (214) 744-5500 FX: (214) 744-5503	Ron Welch	rwelch@bauhausinteriors.com
Debner+Company, 8020 Katy Freeway, Houston, TX 77024 Knoll 1004603 1059 S HOU	PH: (713) 782-1300 FX: (713) 782-1332	Tim Debner Cody Debner	timd@debner.com codyd@debner.com
GL Seaman & Company (HDQ), 4201 International Parkway, Dallas, TX 75007 Knoll 1269339 7791 S DAL	PH: (214) 764-6400 FX: (214) 764-6420	Bobby Lutz	blutz@glsc.com
GL Seaman & Company, 2624 Weisenberger Street, Ft. Worth, TX 76107 Knoll 1269339 7791 S DAL	PH: (817) 336-5400 FX: (817) 336-5442	Bobby Lutz	blutz@glsc.com
G&S Office Supply, Inc., 6425 Polaris Drive, Suite 7, POB 452107, Laredo, TX 78045 Knoll 1069608 3357 S HOU FedEx/UPS ZIP: 78041	PH: (956) 722-1773 FX: (956) 722-7440	Ronald Levy	rlevy1@swbell.net
Perry Office Products, Inc., 1401 North 3rd Street, Temple, TX 76501 Knoll 1444726 81617 S HOU	PH: (254) 778-4755 FX: (254) 778-0082	Harry Macey, III	harry.macey@perryop.com
Shelby Distributions, Inc. dba Express Office Products, 29 A Butterfield Trail, El Paso, TX 79906 Knoll 1305821 8782 W PHO	PH: (915) 590-3050 FX: (915) 590-3080	Julian Grubbs	jgrubbs@expressop.com
Shelton-Keller Group, Inc. (HDQ), 6301 East Stassney Lane, Building 9, Ste. 100, Austin, TX 78744-3069 Knoll 1004865 1112 S HOU	PH: (512) 481-1500 FX: (512) 481-1550	Diana Keller	dkeller@skgtexas.com General e-mail: info@sheltonkeller.com
Shelton-Keller Group, Inc., 1627 Broadway Street, San Antonio, TX 78215 Knoll 1428413 59504 S HOU	PH: (210) 320-2500 FX: no	Diana Keller	dkeller@skgtexas.com General e-mail: info@sheltonkeller.com
Utah			
WorkSpace Elements, 3003 South Highland Drive, Salt Lake City, UT 84106 Knoll 1284046 8166 W SEA	PH: (801) 746-0271 FX: (801) 973-0573	Timothy Barney	tim@lvp-llc.com
Virginia			
Cazador, LLC, 13873 Park Center Road, Suite 400N, Herndon, VA 20171 Limited 1264703 7682 N WAS Limitation: Veterans Health Administration Indefinite Delivery-Indefinite Quantity Contract only	PH: (571) 723-4255 FX:	David Hoy	david.hoy@cazador.biz General e-mail: cazador.biz

KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

July 19, 2019

Dealer Name/Address	Status	JDE#	Oracle#	DIV	REG	Telephone Facsimile	Contact Name	e-mail
Miller's Supplies at Work, 1154 Martinsburg Pike, Winchester, VA 22603						PH: (540) 662-1824 FX: (540) 662-1632	Mark Kelly	mkelly@millersoffice.com
Knoll 1407590 20202 N WAS								
MOI, Inc., 1051 E. Cary ST, Ste. 101, Richmond, VA 23219						PH: (804) 343-0788 FX: (804) 343-0789	David Noel	dnoel@moi.com
Knoll 1215265 6660 N WAS							General e-mail:	info@moi.com
MOI, Inc., Two Columbus Center, 4500 Main Street, Suite 610, Virginia Beach, VA 23462						PH: (757) 201-3547 FX: (757) 201-3551	David Noel	dnoel@moi.com
Knoll 1326159 9396 N WAS							General e-mail:	info@moi.com
Washington								
Freeform Interiors (Contract Resource Group, Inc. dba), 715 East Sprague Avenue, Suite 40, Spokane, WA 99202						PH: (509) 458-0411 FX: (509) 458-0425	Fernando Jauretche	fernando@contractresourcegoup.com
Knoll 1450811 122408 W SEA								
Systems Source, Inc., 6100 4th Avenue South, Suite 100B, Seattle, WA 98108						PH: (206) 285-2208 FX: (206) 701-5306	Rosemarie Smith	rsmith@systemsouce.com
Knoll 1357310 54477 W SEA								
Systems Source, Inc., 610 West 2nd Avenue, Spokane, WA 99201						PH: (509) 209-8855 FX: (509) 209-8856	Rosemarie Smith	rsmith@systemsouce.com
Knoll 1357310 54477 W SEA								
Western Office, 2125 Western Avenue, Suite 400, Seattle, WA 98121						PH: (206) 876-1400 FX: (206) 876-1401	Mike Dona	MDona@westernoffice.com
Knoll 1228041 6929 W SEA								
Western Office (for Spokane, Washington territory orders) (Contact the Seattle office with questions.)								
Knoll 1326786 9418								
West Virginia								
B. Stanley Gill, Inc., 1119 Jefferson Road, South Charleston, WV 25309-9780						PH: (304) 746-5200 FX: (304) 746-5203	Brian Legg	Bstanleygill@aol.com
Knoll 1004094 1034 N WAS								
Wisconsin								
Creative Business Interiors, Inc. (HDQ), 1535 South 101st Street, Milwaukee, WI 53214						PH: (414) 545-8500 FX: (414) 545-8588	John Norfolk	jnorfolk@creativebusinessinteriors.com
Knoll 1004680 1081 W CHI								
Creative Business Interiors, Inc., 201 Moravian Valley Road, Ste. A, Waunakee, WI 53597						PH: (608) 249-0904 FX: (608) 249-7350	John Norfolk	jnorfolk@creativebusinessinteriors.com
Knoll 1005119 1137 W CHI								
Systems Furniture, Inc., 125 South Broadway, De Pere, WI 54115						PH: (920) 336-1510 FX: (920) 336-4008	Curtis Beilke	curt.beilke@sysfurniture.com
Knoll 1003970 1029 W CHI								sales@sysfurniture.com

KNOLL DEALERS (Knoll and Limited) - Sorted by 1) U.S. 2) Canada & Various Southern Islands

July 19, 2019

Dealer Name/Address Status JDE# Oracle# DIV REG	Telephone Facsimile	Contact Name	e-mail
INTERNATIONAL LOCATIONS			
Bermuda			
Diversified Services Bermuda Ltd., P.O. Box HM 1877, Hamilton HM 11 Bermuda Knoll 1004690 51520 CAN CCA FedEX/UPS Address: Suite 305, International Center, 26 Bermudiana Road	PH: (441) 295-9253 FX: (441) 295-5524	Alan McKay General e-mail:	amckay@diversifiedbda.com cyoung@diversifiedbda.com
Canada			
Alberta			
ELEMENT Integrated Workplace Solutions Ltd., 140, 4411 - 6th Street SE, Calgary, AB T2G 4E8, Canada Knoll 1174467 5965 CAN CCA	PH: (403) 444-7390 FX: (403) 243-4808	Greg Forsgren	gforsgren@elementiws.com
Innerspaces Business Furnishings, Inc., 10260 - 106th Street, Edmonton, AB T5J 1H7 Canada Knoll 1134515 5048 CAN CCA	PH: (780) 428-1083 FX: (780) 426-6420	Dennis Mozak Jeff Cherniawski	dmozak@synergybuilds.com jelfc@innerspaces.ca
British Columbia			
Blackburn Young Office Solutions, Inc., 100 - 1111 Melville Street, Vancouver, BC V6E 3V6 Canada Knoll 1261145 7615 CAN CCA	PH: (604) 696-2220 FX: (604) 696-6422	Michael Blackburn	mblackburn@blackburnyoung.com
Hub Office Furniture, Inc., #115-1631 Dickson Avenue, Kelowna, BC V1Y 0B5 Canada Knoll 1442381 78758 CAN CCA	PH: (250) 808-5811 FX:	Jules Galloway Joanne King	jules@hubofficefurniture.com jo@hubofficefurniture.com
Systems Source, Inc. Limited 1407123 56703 CAN CCA Limitation: Microsoft Canada	PH: (206) 285-2208 FX: (206) 624-2460	Rosemarie Smith	rsmith@systems-source.com
Manitoba			
First Avenue Office Furnishings, Ltd., 976 Dugald Road, Winnipeg, MB R2J 0G9 Canada Knoll 1004644 1074 CAN CCA	PH: (204) 237-9615 FX: (204) 237-9627	Claudette Medway	claudette@firstavenueoffice.com
Nova Scotia			
interSPACE Resource Group, Inc., 63 McQuade Lake Crescent, Bayers Lake, Halifax, NS B3S 1C4 Canada Knoll 1217938 6723 CAN CCA	PH: (902) 421-2116 FX: (902) 425-3517	C. Terry Wilson	twilson@interspace.ca
Ontario			
Burovision, Inc., 300 Sparks Street, Ste. 230, Ottawa, ON K1R 7S3 Canada Knoll 1392321 17655 CAN CCA	PH: (613) 722-1833 FX:	Clark Moland Luciano Ricciuti	dark@burovision.com luciano@burovision.com General e-mail: info@burovision.com
Drechsel Business Interiors (HDQ), 400 Oakdale Road, Downsview, ON M3N 1W5 Canada Knoll 1004673 1078 CAN CCA	PH: (416) 740-7120 FX: (416) 748-9682	Tova Drechsel Chris White	tova.drechsel@drechsel.com chris.white@drechsel.com
Drechsel Business Interiors, 53 Jarvis Street, Toronto, ON M5C 2H2 Canada Knoll 1004673 1078 CAN CCA (Use 1327067 to order literature/samples for this location only).	PH: (416) 740-7123 x30 FX: (416) 645-0502	Tova Drechsel Chris White	tova.drechsel@drechsel.com chris.white@drechsel.com
Triad Office Interiors, 3345 N. Service Road, Unit 100, Burlington, ON L7N 3G2 Canada Knoll 1198001 6389 CAN CCA	PH: (905) 331-8244 FX: (905) 331-8544	Todd McGauley	todd@triadoffice.ca
Triad Office Interiors, 40 Weber Street East, Kitchener, ON N2H 6R3 Canada Knoll 1436168 70923 CAN CCA	PH: (905) 331-8244 FX: (905) 331-8544	Todd McGauley	todd@triadoffice.ca General e-mail: info@triadoffice.ca
Quebec			
Burovision, Inc., 625 avenue du President Kennedy, Niveau Mezzanine, Montreal, QC H3A 1K2 Canada Knoll 1060366 2705 CAN CCA	PH: (514) 481-1833 FX: (514) 481-2010	Renzo Fraraccio Alexandra Choquette	renzo@burovision.com alexandra@burovision.com
Saskatchewan			
Avanti Office Products, 1245 Osler Street, Regina, SK S4R 1W4 Canada Knoll 1004732 1094 CAN CCA	PH: (306) 359-3108 FX: (306) 525-5191	Mauro Montanini	mauro@avantioffice.com
Cayman Islands			
IRG Interior Spaces Ltd., One Artillery Court, Sheddin RD, PO 2390, George Town, Cayman Islands, KY1-1105 Limited 1004945 1121 S MIA All Knoll Products	PH: (345) 623-1111 FX: (345) 623-1112	Jeremy Hurst	jeremy@irg.ky
West Indies			
Business Supply Group Ltd. (The) - BOSS Division, 8 Fernandes Industrial Center, Eastern Main Road, Laventille, Trinidad, West Indies Knoll 1349258 11292 S MIA	PH: (868) 626-0258 FX: (868) 626-1945	Gordon Dalla Costa General e-mail:	gdallacosta@bosstrinidad.com sales@bosstrinidad.com

REQUIRED FORM 10 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<p><u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	<p>Knoll offers full and complete documentation for approximately 20+ of our product lines. In an effort to offer a complete but abbreviated response, we have provided, as an example, percentages of recycled and recyclable content of products specified in our Sample Project Pricing in the following table – See Supplemental Information Section 7, Form 10: Sustainability.</p> <p>In addition, available documentation on the recycled and recyclable materials in each of the following proposed products is provided in Supplemental Information Section 7, Form 10: Sustainability. This is a reflection of the products proposed in our Sample Project Pricing. Product documentation is available for our full contract offering upon request.</p> <ul style="list-style-type: none"> - Dividends Horizon - Reff Profiles - Antenna Workspaces - k. stand - KnollExtra - Chadwick Seating - MultiGeneration - k. task - KnollStudio Pilot
<p><u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	<p>Knoll offers full and complete documentation for approximately 20+ of our product lines. In an effort to offer a complete but abbreviated response, we have provided, as an example, percentages of recycled and recyclable content of products specified in our Sample Project Pricing in the following table – See Supplemental Information Section 7, Form 10: Sustainability.</p> <p>In addition, available documentation on the recycled and recyclable materials in each of the following proposed products is provided in Supplemental Information Section 7, Form 10: Sustainability. This is a reflection of the products proposed in our Sample Project Pricing. Product documentation is available for our full contract offering upon request.</p> <ul style="list-style-type: none"> - Dividends Horizon - Reff Profiles - Antenna Workspaces - k. stand - KnollExtra - Chadwick Seating - MultiGeneration - k. task

	- KnollStudio Pilot
<u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	Not Applicable
<u>Compostability.</u> Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.	Not Applicable
<u>Energy Consumption.</u> Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.	Knoll offers full and complete documentation for approximately 20+ of our product lines. In an effort to offer a complete but abbreviated response, we have provided, as an example, energy consumption of products specified in our Sample Project Pricing. Refer to Environmental Product Declarations (EPDs) in Supplemental Information Section 7, Form 10: Sustainability.
<u>Energy Efficiency.</u> Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.	Not Applicable
<u>Water Efficiency.</u> Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program or be water-efficient or low-flow fixtures.	Knoll offers full and complete documentation for approximately 20+ of our product lines. In an effort to offer a complete but abbreviated response, we have provided, as an example, water efficiency of products specified in our Sample Project Pricing. Refer to Environmental Product Declarations (EPDs) in Supplemental Information Section 7, Form 10: Sustainability.
<u>Low VOCs.</u> Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.	Knoll conducts Indoor Air Quality (IAQ) testing to measure and confirm off-gassing limits to BIFMA compliance levels. All Knoll North American systems are tested by Intertek's Clean Air program for all Systems, Tables, & Casegoods and UL Environmental meets the required levels to pass UL Greenguard Gold certification for all of Knoll Office This eliminates the need to store product to off-gas, as the testing confirms that non-low emitting materials conform to the standards. See product Intertek's Clean Air Program Certificates in Supplemental Information Section 7, Form 10: Sustainability. (See attached IAQ certificates)

<p><u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this proposal.</p>	<p>In order to meet our goals for sustainability, we make every effort to use recyclable and reusable materials, to ensure safe delivery of your product without producing excessive waste.</p> <p>Our packaging is dependent on the size of the order and type of product being shipped. We are able to offer both “single” and “bulk” packs, for example. In terms of packing materials, Knoll typically uses corrugated cartons, plastic wrap, chair bags, foam covers (for feet), and blanket wrapping. Knoll, in an ongoing commitment to lower its impact on the environment, has and will continue to look for more ways, in the future, to utilize greener packing methods.</p> <p>Knoll packaging is generally corrugated cardboard. Dealers can arrange for local recycling companies to recycle the cardboard. Any pallets and containers used can be returned and are 100% recyclable.</p>
<p><u>Pollution Prevention.</u> Please state your company’s policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.</p>	<p>The North American operations of Knoll, Inc. located in East Greenville, PA, Muskegon MI, Grand Rapids MI and Toronto ON Canada (“Knoll”) pioneer products that inspire, evolve and endure. Our environmental and sustainability standards inform our product development activities and shape the processes at all Knoll facilities listed above. We are committed to empowering Associates in leading UCLC policies and practices designed to protect the biosphere, conserve natural resources and reduce waste. To that end, it is our policy to manufacture well-designed furniture, textiles and office accessories in the most environmentally responsible way. The success of our policy is based on a holistic understanding of how people live, work and interact with the environment.</p> <p>By design, we evaluate the environmental impact of all of our projects and take a proactive approach to environmental issues at our facilities and in our communities.</p> <p>Knoll Environmental Policy Goals:</p> <p>Sustainable Use of Natural Resources + Protect and enhance the environment through the prevention of pollution and the preservation of natural resources</p> <p>Waste Reduction and Protection of the Biosphere + Eliminate or minimize a negative impact resulting from waste, emissions to air, land or water</p> <p>Risk Reduction + Manage all of our activities in a manner that meets or exceeds all applicable federal, state, provincial and local environmental regulations and requirements, sustainability practices and other requirements to which Knoll subscribes</p>

	<p>Measurable Continuous Improvement + Establish and maintain leading environmental metrics, objectives and targets</p> <p>Associate Engagement and Informing the Public + Actively engage all Associates, other relevant stakeholders and partners to drive Knoll's environmental values</p> <p>+ Raise awareness, encourage participation and train Associates in environmental matters and develop the skills and abilities necessary to perform all tasks that support this policy</p> <p>+ Knoll's Environmental Policy Statement is communicated to all Knoll Associates, other relevant parties and is available to the public via the Knoll website</p> <p>At least once per year, Knoll will review all aspects of our operations, policy and progress towards objectives and targets, which are set for continuous improvement in our Environmental Management System.</p> <p>It is Knoll's expectation that all Knoll Associates, contractors, subcontractors and their workers meet or exceed the environmental requirements of this policy.</p>
<p><u>Life Cycle Management.</u> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	<p>Knoll subscribes to the DfE principles. We use powerful software-based tools to evaluate the entire life cycle of a product, from raw materials extraction to what happens at the end of the product's useful life. This holistic vision of environmental impact means that we can adjust designs, materials or production processes to maximize sustainability. Knoll structures its LCA process in three phases, collecting three large sets of data:</p> <p>1 Cradle to Gate: includes supply chain inputs, from raw materials extraction to transportation and secondary manufacture of parts purchased by Knoll.</p> <p>2 Gate to Gate: measures the processes that turn materials and parts into finished products.</p> <p>3 Gate to Grave/Cradle: looks at what happens to a product at the end of its useful life.</p> <p>Our LCA process also produces transparency: we pass on the findings of our analysis to our customers in the form of an Environmental Product Declaration (EPD), a standardized tool for communicating the environmental performance of a product. The EPD uses a consistent set of indicators to relay information about raw material acquisition, energy use, emissions, and waste generation. EPDs are third-party certified, and they help our customers earn points under the LEED v4 standard.</p>
<p><u>End of Life Management.</u> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	<p>Full Circle is the first program in the contract furniture industry to provide comprehensive, integrated services for surplus furniture, fixtures and equipment (FF&E). Full Circle includes the traditional buy-back and re-selling of FFE assets as a first alternative, but also includes repurposing, recycling, and avoiding landfill through</p>

Energy-from-Waste conversion options for those assets that may not have any re-sale value.

Knoll developed the Full Circle program in partnership with ANEW, a non-profit organization dedicated to extending the life cycle of retired FFE assets. ANEW delivers Full Circle through strategic alliances with the Knoll Dealer Network. ANEW has access to a diverse range of field service companies, but first consults with Knoll and dealer representatives to ensure your preference for surplus labor removal resources.

Full Circle is a total solution that addresses Knoll and other brands of furniture as well as fixtures and equipment: everything from telephone and HVAC systems to carpeting and elevators.

Working in collaboration with Knoll, ANEW can develop a Full Circle Decommissioning Strategy for equipment surplus based on the objectives most important to your organization and use of the following services:



- **Resale:** Sell usable FF&E to capture financial value, either as a profit or to help offset the costs of FF&E removal, recycling, and/or transportation to an Energy-from-Waste Facility
- **Repurpose:** Donate usable FF&E to local non-profits for social equity in the community and the tax benefits of donating to a 501(c)(3) organization (ANEW).
- **Recycle:** Recycle FF&E that has no resale or repurpose value.
- **Recover Energy:** Convert waste to clean energy, diverting from landfill anything that cannot be recycled.
- **Report:** ANEW can provide report, including documentation for use toward LEED Certification. (Various aspects of the Full Circle program, including donation and recycling, can earn the LEED material Resources, Construction Waste Management credits.)

EXHIBIT D – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the Furniture, Installation, and Related Products and Services (the “Contract”) between the City of Charlotte and Knoll, Inc. (the “Company”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Company shall notify the City immediately. The Company’s completed Form 8 – Vendor Debarment Certification is incorporated herein as Form D.1 below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** In its performance under the Contract, the Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

REQUIRED FORM 8 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

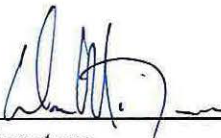
1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Wayne McDorman
(Print Name)

Director Government Sales
Title



Signature

08 / 01 / 2019
Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Title

Signature

Date

REQUIRED FORM 9 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-105

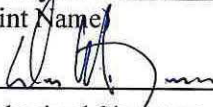
FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Knoll, Inc. (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Wayne McDorman
(Print Name)

Authorized Signature
06 | 01 | 2019
Date

Knoll, Inc.
Company Name
1050 K Street, NW
Address
Washington, DC 20001
City/State/Zip



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2019

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

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

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103 Attn: PHILADELPHIA.CERTS@MARSH.CDM 212-948-0360	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Prop. Casualty Co. of America		25674
INSURER B : Travelers Indemnity Co		25658
INSURER C : Phoenix Insurance Company		25623
INSURER D : N/A		N/A
INSURER E : N/A		N/A
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CLE-006513778-01 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. per CG0001 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2JGLSA487K0398TIL19	04/01/2019	04/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NDN-OWNED AUTOS ONLY			TJCAP487K0386TIL19	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY OAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2NUB751G950619 (AOS)	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B			N/A	TRKUB751G951819 (AZ, MA, WI)	04/01/2019	04/01/2020	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract 202000608.

City of Charlotte is included as additional insured (except workers compensation) where required by written contract and allowed by law.

CERTIFICATE HOLDER

CANCELLATION

City of Charlotte
 Attn: Genetta N. Carothers
 Department of General Services - City Procurement
 600 East Fourth Street, CMGC - 9th Floor
 Charlotte, NC 28202-2850

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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