



CITY OF
CHARLOTTE
Digital Contract Routing Form
Non-Encumbered

Date Submitted: May 25, 20_ .

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000608

Amendment #: 5

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor #: 308719

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: f98f2b821082081c08604836a8d96b851



City of Charlotte

Contract Document Routing Form Submission

This Contract Document Routing Form is required for all contract documents.

Department: <u>Citywide</u>	MUNIS Contract #: <u>2020000608</u>	Document Type: <u>Amendment</u>
Vendor Name: <u>Knoll, Inc.</u>		Amendment # <u>5</u>
Contract Name: <u>Citywide Furniture (City Dist. One CBI)</u>		
Total Contract Value: <u>\$3,756,280.36</u>	Value of Approval: <u>\$0.00</u>	
Year of Term: <u>Year 2 of 5</u>	Contract Term: <u>5 years plus two one-year renewals</u>	Routing Date: <u>5/6/2021</u>

Does this document require Pre-Audit per [New Pre-Audit Requirements Memo?](#)

Refer to [Pre-Audit Guide](#) when determining appropriate process.

No Minimum Purchase Requirement

Provide a brief explanation of the submission, including any special circumstances that apply

The contract will provide furniture, installation, and other related products and services (i.e. office desks, chairs, bookcases, filing cabinets, conference tables, and tandem seating). City issued a RFP on behalf of the OMNIA Partners national cooperative program to allow other public agencies to use our contract. This contract is with the manufacturer and the city will purchase through the authorized distributor, One CBI. This amendment incorporates 2021 price adjustments and the Domestic (U.S.) Procurement Preference clause. City will not add

Primary Contact <u>Carothers, Genetta</u>	Primary Contact Phone: <u>(704) 336-5195</u>
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Routing Contact <u>Carothers, Genetta</u>	Routing Contact Phone: <u>(704) 336-5195</u>
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Required Department Head Approval

Department Head Signature: <i>Phil Reiger</i> <small>Key: 7becfd35d1ca3263e2350294234646fb</small>	Date Signed: <u>05/25/2021</u>
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Department Head Name:
Phil Reiger

Additional Department Signature: <i>Kay Elmore</i> <small>Key: fcb9e0b0a33c9d7a0d7c18b7a0b1ea905</small>	(if applicable)
Title: <u>Chief Procurement Officer</u>	Date: <u>05/10/2021</u>

FOR CONTRACTS WITH A TOTAL VALUE OF \$50,000+:

REQUIRED APPROVAL PRIOR TO CITY MANAGER REVIEW

City Procurement Signature: <i>Shiela Bailey</i>	Date Signed: <u>5/7/2021</u>
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Status: Approved

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Fifth Amendment") is made and entered into this 14th of May 2021, by and between Knoll, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products for the City of Charlotte.
- B. The parties amended the Contract to add the Islands Collection and incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the k. base product line.
- D. The parties amended the Contract to add the k. screen product line.
- E. The parties amended the Contract to incorporate a modification to the list of public agencies in Exhibit E.
- F. The parties now desire to amend the Contract to incorporate price adjustments and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Fifth Amendment by reference.
- 2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the price adjustments in the 2021 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.5.
- 4. Exhibit D of the Contract ("Federal Contract Terms and Conditions") is hereby appended as follows:

14. **Domestic (U.S.) Procurement Preference.** Knoll, Inc. should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction

materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

KNOLL, INC.

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: *Peter J. Dallesandro*
(signature)

BY: _____
(signature)

PRINT NAME: *Peter J Dallesandro*

PRINT NAME: _____

TITLE: *Director of Government Sales*

TITLE: _____

DATE: *May 5, 2021*

DATE: _____

**KNOLL - CONTRACT 202000608-5
EXHIBIT A.5 - PRICING SHEET**

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

CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Antenna Workspaces, Date: May 2021	68.5%	65.5%
Systems Furniture	AutoStrada, Date: May 2021	68.5%	65.5%
Systems Furniture	Currents, Date: May 2021	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: May 2021	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: May 2021	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: May 2021	68.5%	65.5%
Systems Furniture	Series 2, Date: May 2021	68.5%	65.5%
Freestanding Furniture	DatesWeiser, Date: July 2019	41.0%	38.0%
Freestanding Furniture	Islands Collection, Date: May 2021	57.5%	54.5%
Freestanding Furniture	k. base; k. stand Price List, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. bench, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. screen, Date: May 2021	68.5%	65.5%
Freestanding Furniture	k. stand, Date: May 2021	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: May 2021	59.5%	56.5%
Freestanding Furniture	KnollStudio Volume I, Date: May 2021	52.5%	49.5%
Freestanding Furniture	KnollStudio Volume II, Date: May 2021	52.5%	49.5%
Freestanding Furniture	LSM Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price list but discounts remained unchanged.	52.5%	49.5%
Freestanding Furniture	Pixel Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price list but discounts remained unchanged.	57.0%	54.0%
Freestanding Furniture	Propeller Collection, Date: May 2021 - Product previously included in Knoll Studio Price List. Revised to have its own price list but discounts remained unchanged.	52.5%	49.5%
Freestanding Furniture	Muuto, Date: Q2 2019	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date: May 2021	57.5%	54.5%
Freestanding Furniture	Tone, Date: May 2021	68.5%	65.5%
Freestanding Furniture	Upstart, Date: May 2021	68.5%	65.5%
Seating / Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: May 2021	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: May 2021	52.0%	49.0%
Soft Seating	k. lounge, Date: May 2021	57.0%	54.0%
Filing Systems, Storage & Equipment	Anchor, Date: May 2021	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: May 2021	59.5%	56.5%
Filing Systems, Storage & Equipment	Quoin, Date: May 2021	68.5%	65.5%
Filing Systems, Storage & Equipment	Template, Date: May 2021	68.5%	65.5%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE	DROP SHIP	INSIDE DELIVERY
Renewal / Replacement Parts	24 Response, Date May 2021	40.0%	n/a

3. FIXED RATE:

Storage	\$1.65/sq. ft.
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**KNOLL - CONTRACT 202000608-5
EXHIBIT A.5 - PRICING SHEET**

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