



ShuttleSystem LLC
dba Navetta
4832 Cooper Road
Suite 299
Blue Ash, OH 45242
Toll Free 800.411.1979

July 22, 2022

The University of Alabama
c/o Purchasing Dept.
ATTN: Amy Chambley
Box 870130
Tuscaloosa, AL 35487- 0130

Dear Amy,

In response to Event # UA22-218 for Furniture, Installation And Related Products And Services please find ShuttleSystem LLC dba Navetta response.

7.2 Transmittal Letter

- A. We have reviewed all addenda that have been posted
- B. Our proposal will remain valid for 6 months from the time we submitted
- C. We will cover any travel expenses incurred for presentations
- D. We do not have any deviations to the solicitation requirements
- E. Any financial or pricing information should be held confidential and not shared with any other bidder
- F. We will comply with all requirements of the solicitation

Thank you,

A handwritten signature in blue ink that reads "Mandy Barnes". The signature is written in a cursive, flowing style.

Mandy Barnes
Administrative Director

7.3 Executive Summary and Proposal Summary

For over 40 years ShuttleSystem LLC has manufactured innovative, ergonomic school furniture by anticipating and responding to current trends. We design and manufacture premier lecture room and auditorium furniture with a focus on striking aesthetics, meticulous engineering and unparalleled value. Our revolutionary approach for lecture halls, seminar rooms and auditorium furniture have created beautiful and productive environments for colleges, universities, hospitals, and other institutions.

At ShuttleSystem LLC dba Navetta we are uniquely positioned to give you the space you want. From concept to installation, we work with our clients to get the function and the form need to fulfill the design problem of the space. We are well-qualified to handle custom requests because products are built to order. Our in-house design team is used to upholding high standard under short deadlines, successfully executing custom designs from simple to elaborate

We are proposing products for lecture hall, seminar room, and auditoriums. Products included are fixed lecture tables, auditorium seating, and loose seating. We are proposing a 40% discount off of our 2022 price list for delivered and installed orders. We will offer an additional 10% discount for delivery without installation. Any projects over \$50,000 we will negotiate pricing

7.4 Criteria 1 – Supplier Qualifications

A. Responses to Exhibits in Attachment B

1. Exhibit A –Completed questionnaire next page

EXHIBIT A
QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be the most competitive pricing offered by your company to Participating Public Agencies nationally?
Yes X No

2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?
Yes X *No
(*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?
Yes X *No
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?
Yes X No

5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?
Yes X No

6. Does your company have the ability to provide electronic and ecommerce ordering and billing?
Yes No X

7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?
Yes X No

8. Check which applies for your company sales last year in the United States:
X Sales between \$0 - \$25 Million
 Sales greater than \$25 Million to \$50 Million
 Sales greater than \$50 Million to \$100 Million
 Sales greater than \$100 Million

Submitted by:

Mandy Barnes

(Printed Name)



(Signature)

Administrative Director

(Title)

7/15/22

(Date)

2. Exhibit B –

a. National Commitments

- i. We understand and will comply with the supplier representations and covenants noted in section 1.

b. Company

i. Brief History

For over 40 years ShuttleSystem LLC has manufactured innovative, ergonomic school furniture by anticipating and responding to current trends. We design and manufacture premier lecture room and auditorium furniture with a focus on striking aesthetics, meticulous engineering and unparalleled value. Our revolutionary approach for lecture halls, seminar rooms and auditorium furniture have created beautiful and productive environments for colleges, universities, hospitals, and other institutions.

ii. Location of Salespersons Employed By Company

Number of Sales Representatives	State
1	GA
1	MA
Total 2	

iii. How Sales People will Be Used to Market Contract

- 1. Sales team will actively let our manufacturing reps and dealers know about our status on the contract so that as they call on schools and architects they can let them know they would be able to purchase off contract. Additionally our sales team will be able to let any direct calls they have with schools or architect firms know what we are on the contract so a project would not have to go out to bid but can be purchased off contract.

iv. Number & Location of Support Centers

- 1. Corporate Office
 - a. 4832 Cooper Road
Suite 299
Blue Ash, OH 45242
 - b. 800-411-1979
- 2. Plant
 - a. 5419 Surrett Drive
Archdale, NC 27263
 - b. 800-411-1979

v. Annual Sales

Supplier Annual Sales In The United States For 2019, 2020, And 2021			
Segment	2019	2020	2021
Cities	\$0	\$0	\$0
Counties	\$0	\$0	\$0
K-12 (Public/Private)	\$956,877.75	\$556,065.87	\$349,253.83

Higher Education (Public/Private)	\$3,661,345.43	\$4,999,143.14	\$4,508,517.15
States	\$0	\$0	\$0
Other Public Sectors and Nonprofits	\$0	\$0	\$0
Federal	\$0	\$0	\$0
Private Sector	\$212,011.15	463,301.00	\$0
Total Supplier Sales	\$4,830,234.33	\$5,618,510.01	\$4,857,770.98

vi. Proposed Products Annual Sales

Supplier Annual Sales In The United States For 2019, 2020, And 2021			
Segment	2019	2020	2021
Cities	\$0	\$0	\$0
Counties	\$0	\$0	\$0
K-12 (Public/Private)	\$0	\$0	\$0
Higher Education (Public/Private)	\$3,661,345.43	\$4,999,143.14	\$4,508,517.15
States	\$0	\$0	\$0
Other Public Sectors and Nonprofits	\$0	\$0	\$0
Federal	\$0	\$0	\$0
Private Sector	\$212,011.15	\$463,301.00	\$0
Total Supplier Sales	\$3,873,356.58	\$5,462,444.14	\$4,508,517.15

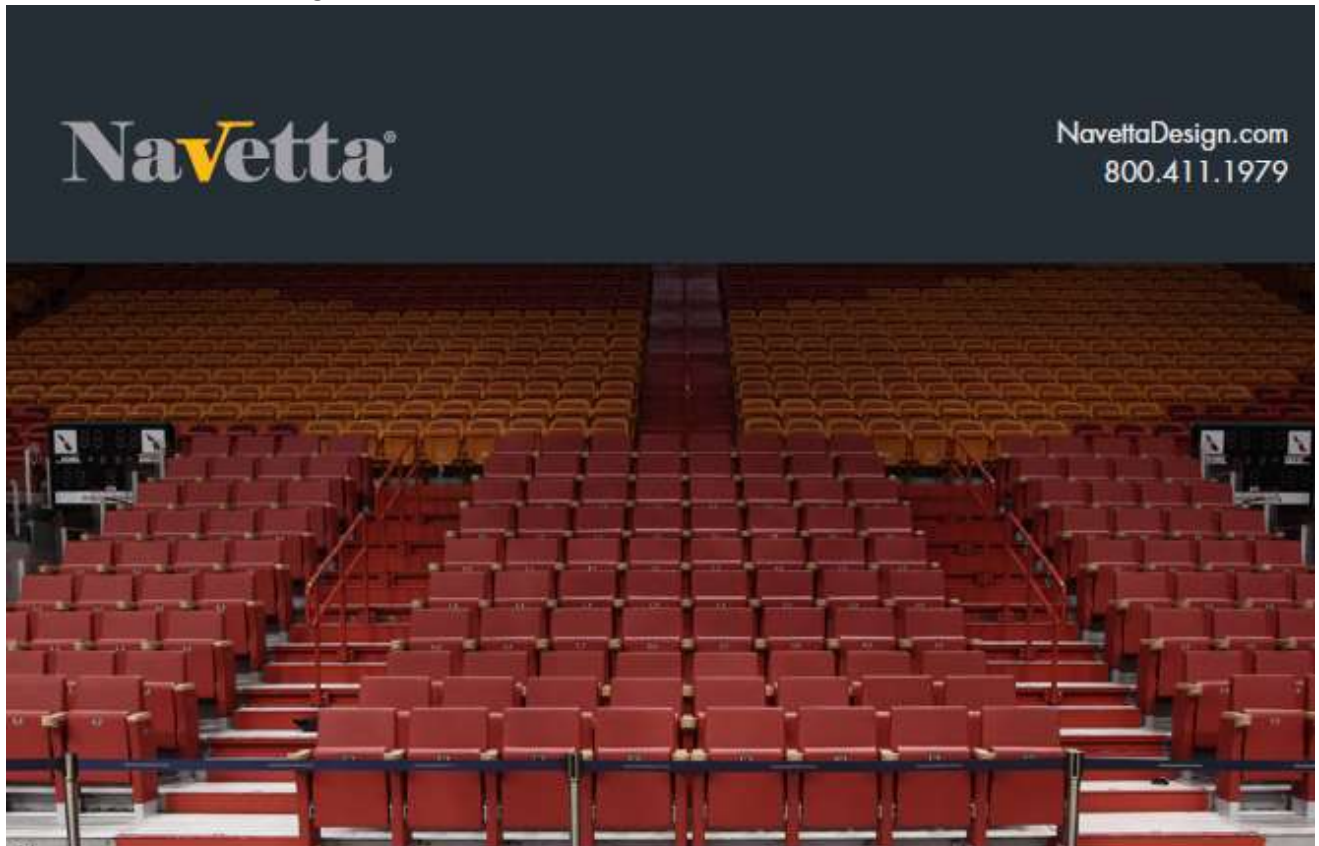
vii. Ten Largest Public Agency Customers & Contact Information

1. University of Texas Arlington
 - a. Jeff Johnson – 817-272-3232 – jljohnson@uta.edu
2. Clemson University
 - a. Phil Landreth – 864-656-4487 – lralph@clemson.edu
3. Caltech
 - a. Misha Mikhailpoor – 626-394-4772 - MMIKHAIL@CALTECH.EDU
4. University of MI
 - a. Jana Hayford – 248-910-2726 – hayford@umich.edu
5. Baylor College Of Medicine
 - a. Michael Tutt – 713-798-5815 – michael.tutt@bcm.edu
6. Stephen F Austin State University
 - a. Shannin Williams – 936-288-1435 - designcenter@sfasu.edu
7. U of MD
 - a. Ron Diehl – 703-246-1376 - rdiehl@washingtonworkplace.com
8. Tufts –
 - a. Daniela Sousa – 617-627-5348 – Daniela.sousa@tufts.edu

- 9. University of AL –
 - a. Michael Hand – 205-348-8456 - mjhand2@ua.edu
- 10. U of Tampa –
 - a. Jan Barna – 813-765-5192 - janellbarna@kreherbarna.com
- viii. Environmental Initiatives
 - 1. We are able to provide NAUF & FSC products when requested
- ix. Diversity Programs
 - 1. Our main customer base are University and Colleges, so we continue to ask questions and learn from them in regard to job fairs, how to celebrate employee differences. They are the best examples for setting our company goals in creating a more welcoming work environment. We also work with union groups to install our products. This is an ongoing process as we strive to be a more inclusive company.
- x. Certifications – Do not qualify for any
- xi. Affirmative Action Policy
 - 1. ShuttleSystem LLC managers, and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. This policy statement will be disseminated to all employees, various recruitment sources and will be displayed on all construction job sites and business locations. Any employees that deliberately violate this policy will be subject to disciplinary action.
- c. Products And Services
 - i. How Offering Meets Requirements
 - 1. We are a manufacturer of fixed lecture hall tables & seating, auditorium seating, loose chairs and loose tables.
 - ii. Training And Educational Programs Offered
 - 1. Our team works closely with any new reps or dealers to train them on our standard product offering and also that we are a design build company so we can produce furniture to meet a designers vision.
 - iii. Consulting Services Included in Offer
 - 1. We are a boutique manufacturer and work closely with architects and schools to ensure their design vision for the space is met with the furniture that we provide.
 - iv. Standard Delivery Time
 - 1. Fixed Tables – Approx. 45 day business days
 - 2. Auditorium Seating – Approx. 80 business days
 - v. Backorder Policy
 - 1. All product is produced to the requirements of the project so orders do not get pulled from on the shelf inventory
 - vi. Restock Fee And Product Returns
 - 1. All product is produced to the requirements of the project so returns are not accepted
- d. Order Processing And Distribution

- i. Normal Order Processing Procedure
 - 1. Order is received at corporate office and assigned to a project manager and engineer. Once project manager is assigned they will be customers main point of contact throughout production and installation. Invoice is sent either my mail or email (depending on customers preference) once the project has shipped from our plant.
- ii. Formats Orders Accepted
 - 1. POs can be sent either by email or mail
- iii. System Or Platform For All Phases Of Order
 - 1. Our ERP system tracks the project from quoting, to order, to production, to billing
- iv. Payment Terms
 - 1. Net 30
- v. Allowance Of Procurement Card
 - 1. We do not accept any card payments. Acceptable payments are check or ACH Deposit
- vi. Proposal To Distribute Products Nationwide
 - 1. We directly call on schools and architects nationwide. We also have a vast network of manufacturing reps and dealers across the country who actively call on schools and architects to promote our products.
- vii. All Other Companies That Will Be Involved In Processing, Handling or Services to end user
 - 1. Freight will be handled by one our freight partners which varies depending on the size of the project.
 - 2. We work with install partners throughout the country to install our products
- viii. How Participated Public Agencies Verify They Are receiving Compliant Pricing
 - 1. Our price list will be published on our website. They can confirm pricing by referencing the published price list.
- ix. Distribution and Warehouse information
 - 1. Plant
 - 2. 30,000 sqft
 - 3. 5419 Surrett Drive
Archdale, NC 27263
- x. Ability To Provide Customized Reports
 - 1. Once awarded contract we can develop a report that will meet your needs
- xi. Ecommerce Capabilities
 - 1. Ability to Create Punch Out Sites And Accept Orders Electronically
 - a. We are able to accept purchase orders by email or mail
 - 2. Ability To Integrate With Public Agency's ERP/Purchasing System
 - a. We would not be able to integrate with ERP systems of individual agencies
- e. Sales & Marketing

- i. Detailed 90-Day Plan To Implement go-To Market Strategy
 1. During the first 90 days our team will actively promote the master agreement with our manufacturing reps, architects and schools that we currently work with or new calls that are made.
- ii. Detailed 90-Day Plan to Market Agreement To Current Participating Public Agencies



Market Approach

The following marketing materials will be executed upon partnership:

- Email Blast to a 10,000+ audience announcing partnership.
- Social Media announcement on several platforms linking to partner website.
- MRL Writeup announcement reaching industry professionals and potential customers.
- Permanent web page on Navetta's website describing details of partnership.
- Trade show presentations with partnership described through marketing deliverables.

- iii. How Will Provider Transition Any Existing Public Agency Customers Accounts to Master Agreement. List of Current Cooperative Contracts and how Agreement Will Be Positioned Among Other Cooperative Agreements.

1. We will make customers aware that we are part of master agreement and that it will be an available purchasing tool in addition to the other national contract we are on which is Tip Taps. We will present them with all available options. Ultimately it is up to the customer which program they determine to utilize.
- iv. Agree To Supply Logos and Permissions To Reproduce
 1. Upon award we will supply a file with our logo.
- v. Will Be Proactive In Direct Sales Of Products and Timely Follow Up To Leads Established by GovMVMT. All Sales Materials To Have GovMVMT Logo. At A Minimum Sales Initiatives Should Communicate
 1. We will actively let customers know of their ability to purchase our products on the master agreement. They will understand this will be the best pricing they can receive and that there is no cost to participate with this program
- vi. Will Training National Sales Force on Agreement. At A Minimum To Include
 1. We will train our sales team to know the key features of the master agreement. They will have a basic working knowledge of how to sign new agencies up to use the master agreement. They will also understand the benefits customers will receive by purchasing off the master agreement
- vii. Responsible Person Contact Information
 1. Executive Support
 - a. Mandy Barnes – Administrative Director
 - b. mbarnes@navettadesign.com
 - c. 800-411-1979 x0
 2. Sales
 - a. CJ Mazzola – President
 - b. cjmazzola@navettadesign.com
 - c. 404-660-6594
 3. Sales Support
 - a. Mandy Barnes – Administrative Director
 - b. mbarnes@navettadesign.com
 - c. 800-411-1979 x0
 4. Marketing
 - a. Luke Byorth
 - b. lbyorth@navettadesign.com
 - c. 614-824-8407
 5. Financial Reporting
 - a. Mandy Barnes – Administrative Director
 - b. mbarnes@navettadesign.com
 - c. 800-411-1979 x0
 6. Accounts Payable
 - a. Mandy Barnes – Administrative Director
 - b. mbarnes@navettadesign.com

- c. 800-411-1979 x0
 - 7. Contracts
 - a. Mandy Barnes – Administrative Director
 - b. mbarnes@navettadesign.com
 - c. 800-411-1979 x0
- viii. How National Sales Force Is Structured And Contact Information For Executive Responsible
 - 1. We have a small sales force employed directly by us. We have a vast network of manufacturing reps and dealers who actively promote our products around the country. Our president CJ Mazzola, cjmazzola@navettadesign.com is the person responsible for our sales force
- ix. How Team Will Work With GovMVMT Team To Implement Grow And Service National Program
 - 1. Sales team will actively promote the national program and let customers know of the benefits to help grow and service the program
- x. How Company Will Manage Overall National Program Throughout Term. Including Ongoing Coordination of Marketing & Sales Efforts, Timely New Participating Agency Account Set Up, Timely Contract Administration
 - 1. Our team is always actively reaching out to existing and new customers. We will continually let customers know of the benefits of purchasing off the master agreement. We will have the master agreement listed on our website so people who are looking at our site are aware they can purchase off the master agreement. We will review on a regular basis what sales are being produced from the master agreement.
- xi. Responding To Additional Solicitation For Products Covered Under Agreement
 - 1. Respond With Master Agreement Pricing
 - a. Our price list is published on our website and customer will know what discounts are allowed off master agreement so they will know what their maximum price would be for a project.
 - 2. If Require Lower Pricing Respond With Lower Pricing Through Agreement And Report Sales to GovMVMT Under Agreement
 - a. We are willing to negotiate pricing for any project. The pricing submitted through the contract would be the maximum price that a customer would ever pay but projects over \$50,000 would fall into the category where we would be willing to negotiate.
 - 3. Respond With Higher Pricing If Public Agency Refuses To Use Agreement. DO Not Report To GovMVMT
 - a. We would not expect to have a situation where we would have to charge more than what is shown on the master agreement
 - 4. If Alternate or Multiple Proposals Permitted Respond With Higher Pricing And Include In Master Agreement As Alternate or Additional Proposal

- a. We would not expect to have a situation where we would have to charge more than what is shown on the master agreement
- xii. Company's Sales Goals For Contract If Awarded
 - 1. Year One \$500,000
 - 2. Year Two \$1,000,000
 - 3. Year Three \$2,000,000
- f. Financial Statements
 - i. FEIN And Dunn & Bradstreet
 - 1. FEIN # 26-1573268
 - 2. Dun & Bradstreet # 829 356 026 – We do not pay to keep this up to date
 - ii. Income Statement And Balance Sheet Most Recent Reporting Period – See Attached In Confidential Section
- g. Additional Information

At ShuttleSystem LLC dba Navetta we are uniquely positioned to give you the space you want. From concept to installation we work with our clients to get the function and the form need to fulfill the design problem of the space. We are well-qualified to handle custom requests because products are built to order. Our in house design team is used to upholding high standard under short deadlines, successfully executing custom designs from simple to elaborate.

3. Exhibit C – Signed Agreement On Next Page

Contract No.
Vendor No.

EXHIBIT C
GovMVMT ADMINISTRATIVE AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide (Insert Contract Title) (the “Contract”) between (Insert Lead Public Agency name) and (Insert Supplier Name).

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of (Insert Date), by and between GovMVMT (“GovMVMT Purchasing Cooperative”) and (“Supplier”).

RECITALS

WHEREAS, the (“Lead Public Agency”) has entered into a certain Master Agreement dated as of (enter date), referenced as Agreement (No.#), by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVMT, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, GovMVMT has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, GovMVMT serves in an administrative capacity for the Lead Public Agency and other lead public agencies in connection with other master agreements offered by GovMVMT;

WHEREAS, Lead Public Agency desires GovMVMT to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “GovMVMT Purchasing Cooperative” is a trade name licensed by IGSA

WHEREAS, GovMVMT and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, GovMVMT and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 GovMVMT shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications

shall accrue and apply with equal effect to GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 GovMVMT shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVMT shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, GovMVMT (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of (Insert Date) and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to GovMVMT through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVMT shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 GovMVMT views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVMT and Supplier.

3.2 GovMVMT Representations and Covenants.

(a) **Marketing**. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing

activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. GovMVMT shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), GovMVMT shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVMT shall also provide Supplier with access to GovMVMT's private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

(a) Executive Commitment

(i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.

(ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.

(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT's website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state,

Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.

(b) **Value Commitment**

(i) Supplier represents to GovMVMT that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of GovMVMT to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various

reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

c) **Differentiator Commitment.** Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- Lead Public Agency process
- Non-profit structure
- Public Benefit Programs
- Value Commitments
- Advisory Council Oversight
- Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.

(d) **Sales and Marketing Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of

Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) GovMVMT standard logo;
- (2) Copy of original procurement solicitation.
- (3) Copy of Master Agreement including any amendments.
- (4) Summary of Products and Services pricing.
- (5) Electronic link to GovMVMT' online registration page; and
- (6) Other promotional material as requested by GovMVMT.
- (7) A dedicated toll-free national hotline for inquiries regarding GovMVMT.
- (8) A dedicated email address for general inquiries in the following format: GovMVMT@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMT and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend GovMVMT, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency each reserve the right to audit the accounting for a period of three(3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMT shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMT's sole cost and expense. Notwithstanding the foregoing, in the event that GovMVMT is made aware of any pricing being offered to three (3) or more Participating Public

Agencies that is materially inconsistent with the pricing under the Master Agreement, GovMVMT shall have the ability to conduct a reasonable audit of Supplier’s pricing at Supplier’s sole cost and expense during regular business hours upon reasonable notice. GovMVMT may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one and three-quarter percent (1.75%) of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. GovMVMT agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

Tiered Administrative Fee*

Annual Contract Spend Low	Annual Contract Spend High	Administrative Fee
\$0	\$15,000,000	1.75%
\$15,000,001	\$25,000,000	1.5%
\$25,000,001	\$75,000,000	1.25%
\$75,000,001	> \$75,000,001	1.00%

*Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1st – December 31st of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales

Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to future potential program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. GovMVMT or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory board members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT’s reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT’s trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvt.org. If Supplier does not resolve the discrepancy to GovMVMT’s reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier’s reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to GovMVMT an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier’s Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) GovMVMT Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier’s Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency’s sole discretion or this Agreement at GovMVMT’s sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per

month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, and any assignment without such consent shall be void.

(b) GovMVMT. This Agreement and any rights or obligations hereunder may be assigned by GovMVMT in GovMVMT's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVMT's obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. GovMVMT may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

GovMVMT:	GovMVMT (Insert Address) Attn: Program Manager Administration
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Supplier:	(Insert Supplier Information) Attn: GovMVMT Program Manager
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6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.9 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon GovMVMТ, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, GovMVMТ has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

GovMVMТ:

GovMVMТ PURCHASING COOPERATIVE

By

Name:

Title:

Supplier: ShuttleSystem LLC dba Navetta

(Insert Supplier Name)

By



Name: Mandy Barnes

Title: Administrative Director

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT D

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (<https://www.govmvt.org>).

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party’s procurement practices.
3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVMT website, as applicable.

EXHIBIT E

LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, The University of Alabama has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

DocuSigned by:



D56B606D8DE8466
Authorized Signature, Lead Public Agency

Kevin R. Stevens

(Printed Name)

Executive Director of Procurement Services

(Title)

June 2nd, 2022

(Date)

EXHIBIT F

FEDERAL FUNDS CONTRACT PROVISIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.**

DEFINITIONS

Contract: A legal instrument by which a FEMA award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A contract, for the purposes of this Exhibit, does not mean a federal award or subaward. The term “Contract” is interchangeable with the term “Master Agreement.”

Contractor: Contractor means an entity that receives a contract. The term “Contractor” is interchangeable with the term “Supplier.”

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

Federal awarding agency: The federal agency that provides a federal award directly to a non-Federal entity (NFE).

Federal Emergency Management Agency (FEMA): FEMA’s statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation’s preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs

that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

Federal award: The financial assistance that an NFE receives either directly from a federal awarding agency or indirectly from a pass-through entity. In this Exhibit, the term is used interchangeable with “FEMA Award”, “grant”, and “financial assistance.”

Non-Federal Entity (NFE): A state, local government, Indian Tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.

Recipient: An NFE that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local governments, Indian tribe, or territorial governments.

Pass-through entity: A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity. Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA award agreement.

Simplified Acquisition Threshold (SAT): Simplified acquisition threshold means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of June 2018, the federal SAT is \$250,000 but is periodically adjusted for inflation.

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

Subrecipient: An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.

Uniform Guidance: The series of regulations found at 2 CFR Part 200 that establishes Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards to NFEs. The Uniform Rules are referred to by several names throughout this Exhibit. Some of the names include standards, requirements, rules, and regulations.

The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency’s Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable.

APPENDIX II TO 2 CFR 200

1. **Remedies.** Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which a Non-Federal Entity (“NFE”) may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

Pursuant to this Federal Rule, 1, Remedies, above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

MB agrees
(Initial of Supplier’s Authorized Representative)

2. **Termination for Cause and Convenience.** Contracts for cause and for convenience by the grantee or subgrantee, including the manner by which it will be carried out and the basis for settlement. This applies to contracts that are more than \$10,000.

Pursuant to this Federal Rule, 2, Termination for Cause and Convenience above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier or for convenience as detailed in the terms of the contract.

MB agrees
(Initial of Supplier’s Authorized Representative)

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” must include the equal opportunity clause found in 2 CFR Part 200.

Pursuant to this Federal Rule, 3, Equal Employment Opportunity above, when a Participating Public Agency spends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

MB agrees
(Initial of Supplier’s Authorized Representative)

4. **Davis-Bacon Act.** When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor’s wage determination. Additionally, contractors are required to pay wages at least once per week. The NFE must place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

Pursuant to Federal Rule, 4, Davis-Bacon Act above, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

MB agrees
(Initial of Supplier’s Authorized Representative)

5. **Copeland “Anti-Kickback” Act.** The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland “Anti-Kickback” Act to FEMA. The contractor shall comply with 18 U.S.C § 874,40 U.S.C § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

Pursuant to Federal Rule, 5, Copeland “Anti-Kickback” Act, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction and repair, Supplier will be in compliance with all applicable Copeland “Anti-Kickback” Act provisions.

MB agrees

(Initial of Supplier's Authorized Representative)

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule, 6, Contract Work Hours and Safety Standards Act above, when a Participating Public Agency spends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.

MB agrees
(Initial of Supplier's Authorized Representative)

7. **Rights to Inventions Made Under a Contract or Agreement.** This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, then the NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA. The regulation at 37 CFR § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

Pursuant to Federal Rule, 7, Rights to Inventions Made Under a Contract or Agreement above, when federal funds are spent by a Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

MB agrees
(Initial of Supplier's Authorized Representative)

8. **Clean Air Act and Federal Water Pollution Control Act.** For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule, 8, Clean Air Act and Federal Water Pollution Control Act above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

MB agrees
(Initial of Supplier's Authorized Representative)

9. **Debarment and Suspension.** For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule, 9, Debarment and Suspension above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of the award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that none of its principals or its affiliates are debarred, suspended, or otherwise excluded, or ineligible from participation by any federal department or agency. If at any time during the term of the award the Supplier or its principals or affiliates become debarred, suspended, or otherwise excluded, or ineligible by any federal department or agency, the Supplier will notify the Participating Public Agency.

MB agrees
(Initial of Supplier's Authorized Representative)

10. **Byrd Anti-Lobbying Amendment.** Contractors that apply or bid for an award of more than \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:

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 any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal 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.

The undersigned 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) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.

MB agrees
(Initial of Supplier's Authorized Representative)

- 11. Procurement of Recovered Materials.** Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideling-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies it will be in compliance with Section 6002 of the Solid Waste Disposal Act.

MB

agrees

(Initial of Supplier's Authorized Representative)

12. Prohibition of Contracting for Covered Telecommunications Equipment or Services.

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 CFR § 200.216, as implemented by FEMA Policy 401-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contract with entities that use covered telecommunications equipment or services as a substantial or essential component or any system, or as critical technology as part of any system.

Pursuant to Federal Rule, 12, Prohibition of Contracting for Covered Telecommunications Equipment or Services above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that is will comply with this Prohibition.

MB

agrees

(Initial of Supplier's Authorized Representative)

13. Domestic Preferences for Procurements.

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For the purposes of this clause, 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. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule, 13, Domestic Preferences for Procurements above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that is will comply with this Domestic Preference for Procurements.

MB agrees
(Initial of Supplier's Authorized Representative)

14. Access to Records.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpt, and transcriptions.

The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Supplier agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

MB agrees
(Initial of Supplier's Authorized Representative)

15. Changes to Contract.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it understands that changes by either the Participating Public Agency or Supplier can be made to alter the method, price, or schedule of the work without breaching the contract provided such changes are mutually agreed to. The applicability of such changes may depend on the nature of the contract and the procured item(s) or service(s) and Participating Public Agency should consult with servicing legal counsel to determine how contract changes are permissible under applicable state, local, or tribal laws or regulations.

MB agrees
(Initial of Supplier's Authorized Representative)

16. DHS Seal, Logo, and Flags.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies it will not use the DHS seal(s), logos, crests, or

reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier certifies that subcontractors will also comply with this provision.

MB agrees
(Initial of Supplier's Authorized Representative)

17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

MB agrees
(Initial of Supplier's Authorized Representative)

18. No Obligation by Federal Government.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies the federal government is not a party to this contract and is not subject to any obligations or liabilities to the Participating Public Agency, Supplier, or any other party pertaining to any matter resulting from the contract.

MB agrees
(Initial of Supplier's Authorized Representative)

19. Program Fraud and False or Fraudulent Statements or Related Acts.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that 31U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.

MB agrees
(Initial of Supplier's Authorized Representative)

20. Affirmative Socioeconomic Steps.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that if subcontracts are to be let, Supplier is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

MB agrees
(Initial of Supplier's Authorized Representative)

21. Copyright and Data Rights.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies for "License and Delivery of Works Subject to Copyright and Data Rights," that Supplier grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or

other audiovisual works, sound and/or video recordings, and architectural works. Upon nor before the completion of this contract, the Supplier will deliver to the Participating Public Agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Participating Public Agency.

MB _____ agrees
(Initial of Supplier's Authorized Representative)

Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: ShuttleSystem LLC dba Navetta

Address, City, State, Zip Code: 4832 Cooper Road Suite 299
Blue Ash, OH 45242

Phone: 800-411-1979

Fax: n/a

Printed Name of Authorized Signer: Mandy Barnes

Email address of Authorized Signer: mbarnes@navettadesign.com

Signature of Authorized Signer: 

Date: 7/13/22

**FEMA
(FEDERAL EMERGENCY MANAGEMENT AGENCY)
SPECIAL CONDITIONS**

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

By submitting a proposal, the Supplier is accepting these FEMA Special Conditions and agrees to execute work in compliance with all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses

1. Remedies

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

2. Termination for Cause and Convenience

When FEMA funds are used, Participating Public Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor or for convenience.

The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to the Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned,

and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

3. Equal Employment Opportunity

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.**

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 2 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.

Applicability: For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland “Anti-Kickback” Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As with the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

Applicability: This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

- (3) *Withholding for unpaid wages and liquidated damages.* The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).
- (4) *Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4).

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of

experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

This clause is not required for procurements under FEMA’s Public Assistance (PA) Program and does not apply to all FEMA grant and cooperative agreement programs. The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

Funding Agreements: The regulation at 37 CFR § 401.2 defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

This contract provision applies for all procurements over \$150,000.

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Participating Public Agency, Federal Emergency Management Association (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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 grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal 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.

The undersigned 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.

This certification is a material representative 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 imposed by section 1352, Title 31, U.S.C. 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.

The Contractor, ShuttleSystem LLC dba Navetta, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Mandy Barnes, Administrative Director

Name and Title of Contractor's Authorized Official

7/13/22

Date

11. Procurement of Recovered Materials

Applicability: This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting Requirements.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. Domestic Preferences for Procurements

Applicability: Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

As appropriate, and to the extent consistent with the law, the Contractor, should to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For the purposes of this clause:

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.

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

14. Access to Records

The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

16. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any Subcontracts.

17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

19. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21. Copyright and Data Rights

Applicability: When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or data for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Company Name: ShutteSystem LLC dba Navetta

Address, City, State, Zip Code: 4832 Cooper Road Suite 299

Blue Ash, OH 45242

Phone: 800-411-1979

Fax: n/a

Printed Name of Authorized Signer: Mandy Barnes, Administrative Director

Email address of Authorized Signer: mbarnes@navettadesign.com

Signature of Authorized Signer: 

Date: 7/13/22

EXHIBIT G

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

Checklist of Documents Required

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certification

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

**EXHIBIT G
ATTACHMENT 1**

**OWNERSHIP DISCLOSURE FORM
(N.J.S.A. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, c.440, the Supplier shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: ShuttleSystem LLC dba Navetta

Address: 4832 Cooper Road Suite 299 Blue Ash, OH 45242

- | | | |
|---|-------------------------------------|-------------------------------------|
| | Yes | No |
| 1. The Company is a Sole Proprietor ; and therefore, no disclosure is necessary.
<small>A sole proprietor is a person who owns an unincorporated business by him/herself.
 A limited liability company with a single member is not a Sole Proprietor.</small> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The Company is a Corporation, Partnership, or Limited Liability Company . | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 2, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest
CJ Mazzola	958 Frog Hollow Road Dahlonega, GA 30533	35%
Chris Mullins	506 Daniel Paul Drive Archdale, NC 27263	35%

- | | | |
|--|--------------------------|-------------------------------------|
| | Yes | No |
| 3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If there are no stockholders, partners or members owning 10% or more interest, indicate “none”.

Name	Address	Interest
NONE		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

**EXHIBIT G
ATTACHMENT 3**

**AFFIRMATIVE ACTION AFFIDAVIT
P.L. 1975, c.127**

Company Name: ShuttleSystem LLC dba Navetta

Address: 4832 Cooper Road Suite 299 Blue Ash, OH 45242

Proposal Certification: Indicate below your company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Documentation:

The Supplier shall submit with its proposal, **ONE** of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

I further certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Authorized Signature

Mandy Barnes
Printed Name

Administrative Director
Title

7/13/22

Date

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as

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established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature of Procurement Agent

EXHIBIT G ATTACHMENT 4

C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

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paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to**

Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	ShuttleSystem LLC dba Navetta		
Address:	4832 Cooper Road Suite 299		
City:	Blue Ash	State:	OH Zip: 45242

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 _____ Mandy Barnes _____ Administrative Director
Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

**EXHIBIT G
ATTACHMENT 5**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: ShuttleSystem LLC dba Navetta

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: CJ Mazzola

Name: Chris Mullins

Home Address: 958 Frog Hollow Rd
Dahlonega, GA 30533

Home Address: 506 Daniel Paul Drive
Archdale, NC 27263

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 18 day of July, 2022

Mandy Barnes
(Affiant)

(Notary Public)

Mandy Barnes, Administrative Director.
(Print name & title of affiant)

My Commission expires: January 14, 2023

JACQUELINE NASH
Notary Public, State of Ohio
My Comm. Expires Jan. 14, 2023

Jacqueline Nash



(Corporate Seal)

**EXHIBIT G
ATTACHMENT 6**

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither the Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Suppliers should submit the above completed form as part of their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: UA22-218 Furniture, Installation, and Related Products and Services

VENDOR NAME: ShuttleSystem LLC dba Navetta

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

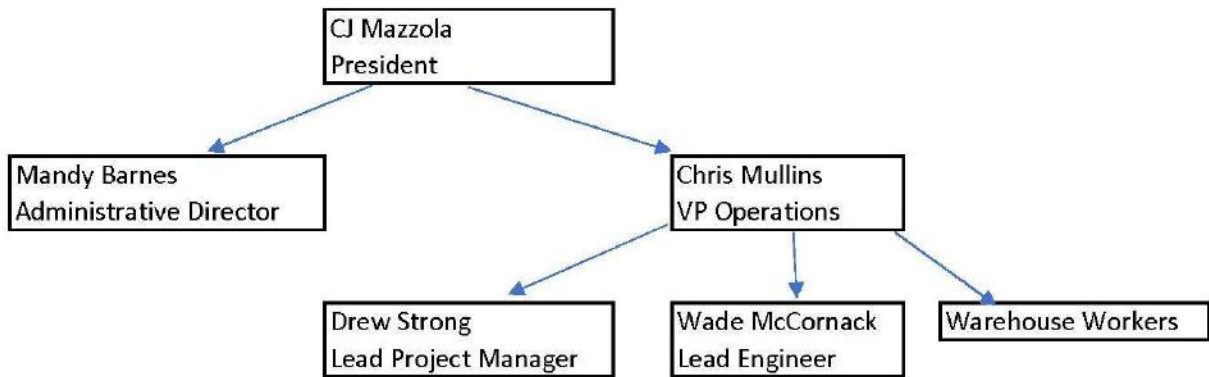
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Mandy Barnes
Signature

07/13/2022
Date

Mandy Barnes, Administrative Director
Print Name and Title

B. Organizational Chart



C. We are the manufacturer or fully authorized distributor of all products that we are proposing

D. There are no current lawsuits or legal actions pending against our company. We have not lost any licensing or certifications in the last 5 years

7.5 Criteria 2 – Product/Services Defined

A. Fixed Lecture Hall Tables

1. **Applicable Warranty** – 10 years fixed structural components; 5 years all other structural components, plastic components, paint finishes, wood, laminate, power components, and fabric components
2. **Warranty Start Date** – Starts at substantial completion; If a warranty claim is made we make every effort to fix as quickly as possible. Since product is custom made to the project requirements parts may need to be produced to satisfy a claim
3. **Availability of Replacement Parts** - Since product is custom made to the project requirements parts may need to be produced to satisfy a claim. Standard parts like legs or hardware are kept in stock and available immediately if needed
4. **Life Expectancy** – 50 years
5. **Return Policy** – Product is manufactured to the requirements of the job so returns are not accepted

B. Auditorium Seating

1. **Applicable Warranty** – Lifetime auto lift up mechanism and metal structural components; 10 years plastic components, paint and cushioning; 5 years spring return mechanism; 3 years fabric and upholstery (except synthetic leather); 2 years synthetic leather; 1 year wood components
2. **Warranty Start Date** – Starts at substantial completion; If a warranty claim is made we make every effort to fix as quickly as possible. Since product is custom made to the project requirements parts may need to be produced to satisfy a claim

3. **Availability of Replacement Parts** - Since product is custom made to the project requirements parts may need to be produced to satisfy a claim. Standard parts like legs or hardware are kept in stock and available immediately if needed
4. **Life Expectancy – 50 years**
5. **Return Policy** – Product is manufactured to the requirements of the job so returns are not accepted
6. **Loose Seating**
 - i. **Applicable Warranty** – Lifetime auto lift up mechanism and metal structural components; 10 years plastic components, paint and cushioning; 5 years spring return mechanism; 3 years fabric and upholstery (except synthetic leather); 2 years synthetic leather; 1 year wood components
 - ii. **Warranty Start Date** – Starts at substantial completion; If a warranty claim is made we make every effort to fix as quickly as possible. Since product is custom made to the project requirements parts may need to be produced to satisfy a claim
 - iii. **Availability of Replacement Parts** - Since product is custom made to the project requirements parts may need to be produced to satisfy a claim. Standard parts like legs or hardware are kept in stock and available immediately if needed
 - iv. **Life Expectancy – 20 years**
 - v. **Return Policy** – Product is manufactured to the requirements of the job so returns are not accepted

7.6 Criteria 3 – Financial Proposal

- A. Financial Summary
 1. We are proposing products for lecture hall, seminar room, and auditoriums. Products included are fixed lecture tables, auditorium seating, and loose seating. We are proposing a 40% discount off of our 2022 price list for delivered and installed orders. We will offer an additional 10% discount for delivery without installation. Any projects over \$50,000 we will negotiate pricing.
- B. Appendix UA22-218 Supplier Pricing Forms
 1. Forms attached on following pages
- C. Sample Project Pricing
 1. Forms attached on following pages
- D. Additional Pricing Incentives
 1. We will negotiate pricing on any orders over \$50,000
- E. Pricing for all products, services, supplies and accessories in suppliers price book
 1. 2022 price list attached on following pages
- F. Discounts for large orders
 1. We will negotiate pricing on any orders over \$50,000
- G. Restocking fee requirements
 1. Our products are made to order based on the requirements of the job we do not allow product returns
- H. Method for price list increases managed
 1. We limit the price increases that we pass along to customers. Any price increases are based on our actual raw material price increases that we receive from our suppliers.

UA22-218 Furniture, Installation, and Related Products and Services
Appendix - UA22-218 Supplier Pricing Forms Updated 6-15-22.xlsx

Category	Manufacturer's Price List Reference	Base Discount %	Inside Delivery without Installation %
	<i>Version, code, and/or date, etc. that documents current list price</i>		<i>% adjustment to be subtracted from Base Discount</i>
<i>Systems Furniture</i>	n/a	n/a	n/a
<i>Freestanding Furniture</i>	n/a	n/a	n/a
<i>Seating/Chairs</i>	2022	40%	10%
<i>Lounge Seating</i>	n/a	n/a	n/a
<i>Filing Systems</i>	n/a	n/a	n/a
<i>Technology/Computer Furniture</i>	n/a	n/a	n/a
<i>Library Furniture</i>	n/a	n/a	n/a
<i>Multi-Purpose Furniture</i>	n/a	n/a	n/a
<i>Classroom Furniture</i>	n/a	n/a	n/a
<i>Audio Visual Furniture</i>	n/a	n/a	n/a
<i>Outdoor Furniture</i>	n/a	n/a	n/a
<i>Healthcare Furniture</i>	n/a	n/a	n/a
<i>Fixed Seating</i>	2022	40%	10%
<i>Panel Systems</i>	n/a	n/a	n/a
<i>Storage</i>	n/a	n/a	n/a
<i>Other Products</i>	n/a	n/a	n/a

UA22-218 Furniture, Installation, and Related Products and Services
Appendix - UA22-218 Supplier Pricing Forms Updated 6-15-22.xlsx

Pricing as per Sections 7.6.B.3 through 7.6.B.7 of Solicitation					
Delivery with Install	Installation Rate(s)	Design Services Rate(s)	Project Mgt. Rate(s)	Other Services Rate(s)	
<i>% adjustment to be subtracted from Base Discount</i>	<i>Rates as hourly in USD (\$)</i>	<i>Rates as hourly in USD (\$)</i>	<i>Rates as hourly in USD (\$)</i>	<i>Rates as hourly in USD (\$)</i>	
Alabama	0%	\$ 208.00	\$ -	\$ -	\$ -
Alaska	0%	\$ 208.00	\$ -	\$ -	\$ -
Arizona	0%	\$ 208.00	\$ -	\$ -	\$ -
Arkansas	0%	\$ 208.00	\$ -	\$ -	\$ -
California	0%	\$ 208.00	\$ -	\$ -	\$ -
Colorado	0%	\$ 208.00	\$ -	\$ -	\$ -
Connecticut	0%	\$ 208.00	\$ -	\$ -	\$ -
Delaware	0%	\$ 208.00	\$ -	\$ -	\$ -
Florida	0%	\$ 208.00	\$ -	\$ -	\$ -
Georgia	0%	\$ 208.00	\$ -	\$ -	\$ -
Hawaii	0%	\$ 208.00	\$ -	\$ -	\$ -
Idaho	0%	\$ 208.00	\$ -	\$ -	\$ -
Illinois	0%	\$ 208.00	\$ -	\$ -	\$ -
Indiana	0%	\$ 208.00	\$ -	\$ -	\$ -
Iowa	0%	\$ 208.00	\$ -	\$ -	\$ -
Kansas	0%	\$ 208.00	\$ -	\$ -	\$ -
Kentucky	0%	\$ 208.00	\$ -	\$ -	\$ -
Louisiana	0%	\$ 208.00	\$ -	\$ -	\$ -
Maine	0%	\$ 208.00	\$ -	\$ -	\$ -
Maryland	0%	\$ 208.00	\$ -	\$ -	\$ -
Massachusetts	0%	\$ 208.00	\$ -	\$ -	\$ -
Michigan	0%	\$ 208.00	\$ -	\$ -	\$ -
Minnesota	0%	\$ 208.00	\$ -	\$ -	\$ -
Mississippi	0%	\$ 208.00	\$ -	\$ -	\$ -
Missouri	0%	\$ 208.00	\$ -	\$ -	\$ -
Montana	0%	\$ 208.00	\$ -	\$ -	\$ -
Nebraska	0%	\$ 208.00	\$ -	\$ -	\$ -
Nevada	0%	\$ 208.00	\$ -	\$ -	\$ -
New Hampshire	0%	\$ 208.00	\$ -	\$ -	\$ -
New Jersey	0%	\$ 208.00	\$ -	\$ -	\$ -
New Mexico	0%	\$ 208.00	\$ -	\$ -	\$ -
New York	0%	\$ 208.00	\$ -	\$ -	\$ -
North Carolina	0%	\$ 208.00	\$ -	\$ -	\$ -
North Dakota	0%	\$ 208.00	\$ -	\$ -	\$ -
Ohio	0%	\$ 208.00	\$ -	\$ -	\$ -
Oklahoma	0%	\$ 208.00	\$ -	\$ -	\$ -
Oregon	0%	\$ 208.00	\$ -	\$ -	\$ -
Pennsylvania	0%	\$ 208.00	\$ -	\$ -	\$ -
Rhode Island	0%	\$ 208.00	\$ -	\$ -	\$ -
South Carolina	0%	\$ 208.00	\$ -	\$ -	\$ -
South Dakota	0%	\$ 208.00	\$ -	\$ -	\$ -
Tennessee	0%	\$ 208.00	\$ -	\$ -	\$ -
Texas	0%	\$ 208.00	\$ -	\$ -	\$ -
Utah	0%	\$ 208.00	\$ -	\$ -	\$ -
Vermont	0%	\$ 208.00	\$ -	\$ -	\$ -
Virginia	0%	\$ 208.00	\$ -	\$ -	\$ -
Washington	0%	\$ 208.00	\$ -	\$ -	\$ -
West Virginia	0%	\$ 208.00	\$ -	\$ -	\$ -
Wisconsin	0%	\$ 208.00	\$ -	\$ -	\$ -
Wyoming	0%	\$ 208.00	\$ -	\$ -	\$ -

UA22-218 Furniture, Installation, and Related Products and Services
 Appendix - UA22-218 Supplier Pricing Forms Updated 6-15-22.xlsx

Sample Project A - Private Office						Base Discount			Inside Delivery w/o Install			Delivery with Installation in Alabama		
Category	Manufacturer Name	Mfr Product Number	Product Description	Qty	Mfr List Price	Total Discount %	Adjusted Unit Price	Extended Price	Total Discount %	Unit Price	Extended Price	Total Discount %	Unit Price	Extended Price
n/a														
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Color Options:
Lead Time ARO:
Delivery Options:

Supplier Clarifications:
 1)
 2)

UA22-218 Furniture, Installation, and Related Products and Services
 Appendix - UA22-218 Supplier Pricing Forms Updated 6-15-22.xlsx

Sample Project C - Break Room						Base Discount			Inside Delivery w/o Install			Delivery with Installation in Alabama		
Category	Manufacturer Name	Mfr Product Number	Product Description	Qty	Mfr List Price	Total Discount %	Adjusted Unit Price	Extended Price	Total Discount %	Unit Price	Extended Price	Total Discount %	Unit Price	Extended Price
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Color Options:
Lead Time ARO:
Delivery Options:

Supplier Clarifications:
 1)
 2)

UA22-218 Furniture, Installation, and Related Products and Services
 Appendix - UA22-218 Supplier Pricing Forms Updated 6-15-22.xlsx

Sample Project E - Conference Room						Base Discount			Inside Delivery w/o Install			Delivery with Installation in Alabama		
Category	Manufacturer Name	Mfr Product Number	Product Description	Qty	Mfr List Price	Total Discount %	Adjusted Unit Price	Extended Price	Total Discount %	Unit Price	Extended Price	Total Discount %	Unit Price	Extended Price
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Color Options:
Lead Time ARO:
Delivery Options:

Supplier Clarifications:
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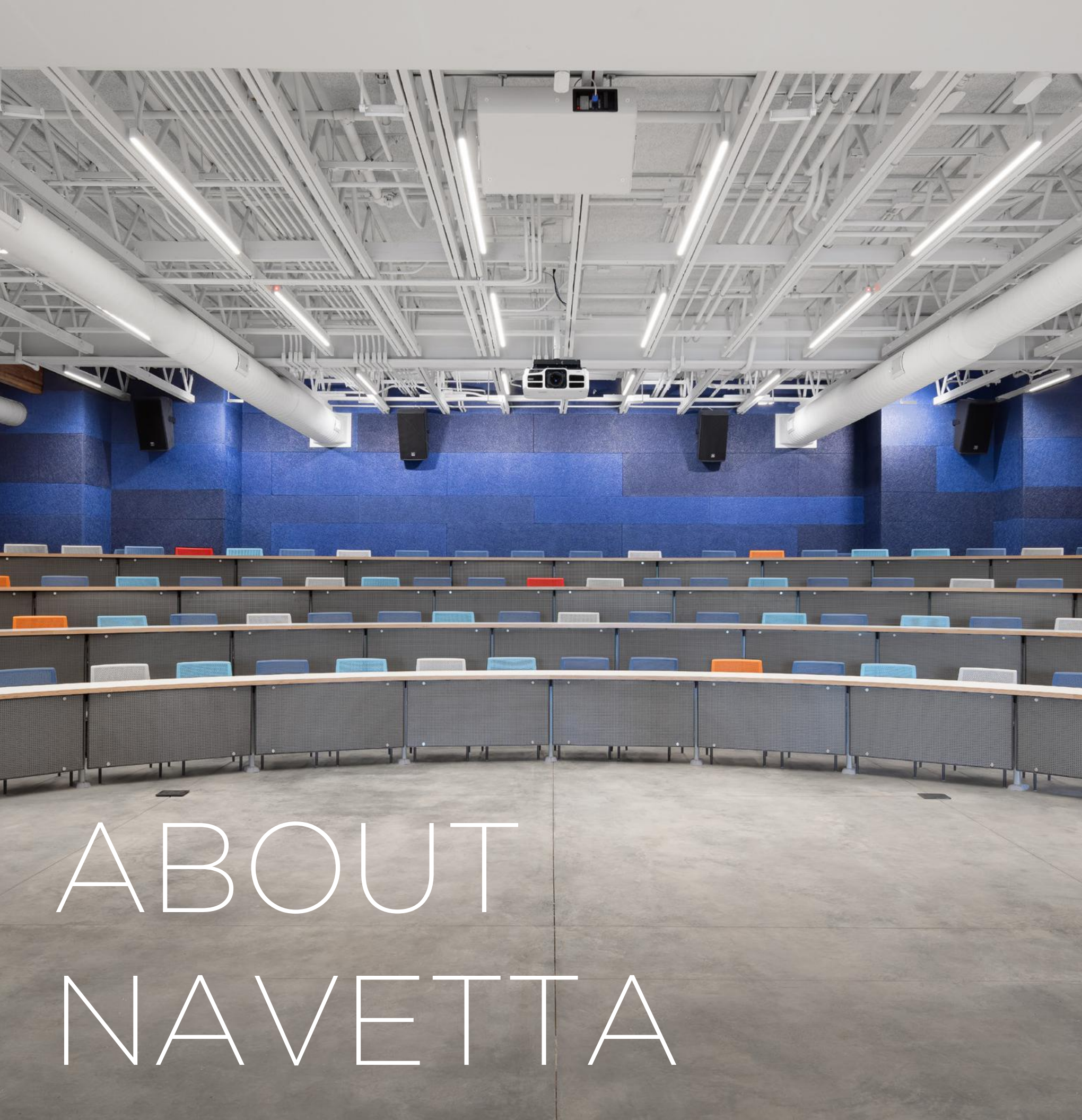
UA22-218 Furniture, Installation, and Related Products and Services
 Appendix - UA22-218 Supplier Pricing Forms Updated 6-15-22.xlsx

Sample Project F - Workstations						Base Discount			Inside Delivery w/o Install			Delivery with Installation in Alabama		
Category	Manufacturer Name	Mfr Product Number	Product Description	Qty	Mfr List Price	Total Discount %	Adjusted Unit Price	Extended Price	Total Discount %	Unit Price	Extended Price	Total Discount %	Unit Price	Extended Price
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TOTAL						\$	-	-	\$	-	-	\$	-	-

Color Options:
Lead Time ARO:
Delivery Options:

Supplier Clarifications:
 1)
 2)





ABOUT NAVETTA

ABOUT NAVETTA

Navetta designs and manufactures premier lecture room and auditorium furniture with a focus on striking aesthetics, meticulous engineering and unparalleled value. Navetta's revolutionary products for lecture halls, seminar rooms, and auditorium furniture have created beautiful and productive environments for colleges, universities, hospitals, and other institutions.

LIST PRICING

MODEL

Symmetra	6
Symmetra Plus	8
Symmetra Ped	12
Monolito	14
Omnia Space Saver	16
Lovano	20
Avalon	22
Erica	24
Matic	26
Zero 7	28
Nortwood	30
Conch	32
Aira	34
Zero 9	36
Eura	38
Mya	40
Papillon	42
Naxos Elite	44
PF3	46
Symmetra Flip-Top	48
Eidos	50
V9	54
Time	56
The V	58
Dyapason	60
Capri & Capri Plus	62
Premiere	64
S400 Contina	66
Genesis Evolution	68

All products, specification, and pricing are subject to change without notice. Product illustrations and photos shown may include extra cost optional features. Prices shown are for industry standard volume purchases, not sales of individual items. Shipping, installation, and optional features, finishes, and fabrics not included in pricing.



THE BALL
IS THE
PROGRAM

LECTURE HALL

LECTURE HALL

No matter how big or small a room, Navetta provides customizable spaces that create learning environments that are comfortable, efficient, and effective. Whether you are developing opportunities for collaboration and cooperation, or seeking a space saving seating solution to retro fit existing narrow lecture halls, Navetta has a solution for you.

SYMMETRA

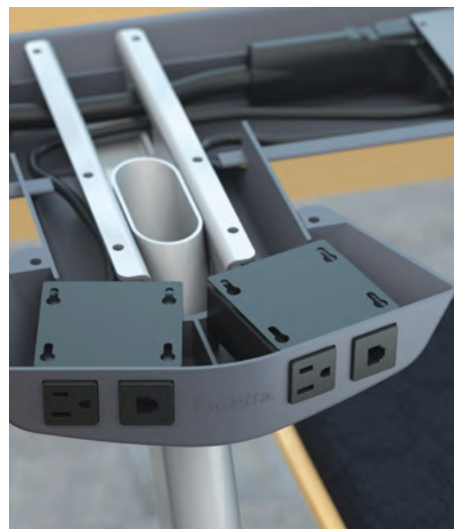
Elegant and durable—modern design at the intersection of form and function.

DESIGNED FOR LEARNING

The Symmetra fixed table system provides a unique, integrated environment for learning. The clean and modern design even extends to the under-table raceway system. Symmetra is a confident blend of form and function that will complement any advanced learning environment.

PRACTICAL AESTHETIC

Symmetra stands on ultra-rigid steel pedestals, and each installation is individually designed to fit perfectly with the size and appearance of your facility.



CAD-BASED PRECISION

Each component is factory-engineered and manufactured with precisely located pre-drilled holes for a perfect fit.

ABUSE-PROOF FOOT COVERS

Ultra-rugged toughened nylon foot covers are virtually unbreakable— and designed for the most demanding environments.

PERFECT-FIT SUPPORT SYSTEM

Precision laser-cut structural steel brackets adjust for exact fit in any installation, then lock in place.

INTERLOCKING DESIGN

Modesty panel interlocks into tabletop surface for extra rigidity.

CONNECTIVITY SOLUTIONS

Under-table or top-mounted access to integrated modular Power/Data system.

POWER-ENTRY PEDESTAL

Provides convenient access to power and data connections during installation.

SECURE WIRE MANAGEMENT

All power and data connections and wiring are concealed beneath a secure integrated raceway system.

LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
SYMMETRA			
Straight rows, 18" deep worksurface		SYMM-S18	\$634
Options	Straight modesty panel		\$ 327
	Radius modesty panel		per project
	Wire management - power/data		\$434
	Radiused and/or different table depth		per project
	Power/USB		\$614

Note: Pricing is per seating position

SYMMETRA PLUS

The ultimate lecture room solution integrated seating

INTEGRATED SEATING SYSTEM

Symmetra Plus adds the convenience of swing out seating to your facility. Choose from several comfortable and sturdy seat types, with or without upholstery.

DESIGNED FOR YOU

The Symmetra and Symmetra Plus fixed table systems can be as simple or as comprehensive as you like. Start with a basic table design, and choose materials, trim options, and colors. You can add integrated power and data systems, swing-out seats, special end panels and modesty panels, and more.



COMPREHENSIVE OPTIONS

Symmetra Plus can be supplied with a wide variety of premium seat styles and designs, with or without upholstery.

ARC-DESIGN PEDESTAL

A single length of rugged oval steel tubing is precision-formed to eliminate sharp corners and the possibility of welding imperfections.

CURVED SEAT SUPPORT ARM

Unique design provides increased legroom and elegant appearance.

SPRING-RETURN SWINGARM

Rugged swingarm design with internal torsion spring provides full access, then returns to flush position when not in use.

SILENT-ROTATION SEAT BASE

Seat support cylinders provide full rotation and automatically align with table when not occupied. Adjustable height also available.

LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
SYMMETRA PLUS			
Straight rows, 18" deep worksurface, with selected seats			
Nortwood	Upholstered seat, wood back	SYPL-S18-NOR-UW	\$2,329
	Upholstered seat and back	SYPL-S18-NOR-U	\$2,533
Smart	Upholstered seat and back	SYPL-S18-SMA-U	\$2,216
Zero 7	Upholstered seat and poly back	SYPL-S18-007-UP	\$3,010
	Upholstered seat and back	SYPL-S18-007-U	\$3,168
	Upholstered seat and mesh back	SYPL-S18-007-UM	\$3,168
Lovano	Upholstered seat, mesh back	SYPL-S18-LOV-UM	\$2,155
Avalon	Upholstered seat, plastic back	SYPL-S18-AVA-UP	\$2,155
	Upholstered Seat, Mesh Back	SYPL-S18-AVA-UM	\$2,254
	Upholstered Seat & Back	SYPL-S18-AVA-U	\$2,254
Matic	Upholstered Seat, Poly Back	SYPL-S18-MAT-UP	\$2,065
	Upholstered Seat, Mesh Back	SYPL-S18-MAT-UM	\$2,102
	Upholstered Seat & Back	SYPL-S18-MAT-U	\$2,102
Conch	Poly Seat & Back	SYPL-S18-CON-P	\$1,740
Aira	Poly Seat & Back	SYPL-S18-AIR-P	\$2,374
	Upholstered Seat, Poly Back	SYPL-S18-AIR-UP	\$2,658
	Upholstered Seat & Back	SYPL-S18-AIR-U	\$2,884
Options	Straight, Segmented modesty panel		\$327
	Radius modesty panel		per project
	Wire management - Power/Data		\$434
	Radiused and/or different table depth		per project
Note: Pricing is per seating position	Wire Management - Power/USB		\$614

SYMMETRA PED

Standalone Solutions



Symmetra ped with an Avalon Topper and a flipdown tablet.

STANDALONE STYLE

The Symmetra Ped is a standalone solution for totally customizable fixed seating. Symmetra Ped stands on an ultra-rigid steel pedestals and each installation is individually designed to fit perfectly with the size and appearance of your facility

MAXIMUM OPTIONS

Designed to compliment our Symmetra family, the Symmetra Ped is loaded with options and completely customizable to fit your space.

Options include:

- Three different toppers: Lovano, Avalon, & Matic
- Fixed or flipdown tablet for maximized space
- 360° spin for collaboration



Symmetra ped with a Lovano topper

LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
SYMMETRA PED			
Lovano	Upholstered seat, mesh back		\$1,925
Avalon	Upholstered seat, plastic back		\$1,925
	Upholstered Seat, Mesh Back		\$2,011
	Upholstered Seat & Back		\$2,011
Matic	Upholstered seat, poly back		\$1,845
	Upholstered seat, mesh back		\$1,878
	Upholstered seat & back		\$1,878
Aira	Poly seat & back		\$2,094
	Upholstered seat, poly back		\$2,347
	Upholstered seat & back		\$2,540

Note: Pricing is per seating position

MONOLITO

Commanding presence

A SINGLE UNIFIED POWERFUL FORCE

Handsome and imposing in its simplicity, Monolito™ provides a dignified environment for lecture halls, meeting rooms, auditoriums, or wherever learning happens. Start with Monolito's superior engineering and classic lines, select the option that best suits your space and needs, and then customize it with our extraordinary color and finish options.

AN ORGANIZED WHOLE

Connectivity is clean and easy with Monolito's under-table or top-mounted access to an integrated modular power and data system. For secure wire management, all connections and wiring are concealed beneath a secure integrated raceway system.



ENDLESS VARIATIONS

Both the modesty panel and the table leg's decorative center panel are available in different finishes, including Ecoresin panels in stunning translucent colors.

ELEGANT FUNCTIONALITY

Interlocking components make for perfect fit, support, and rigidity. The sleek anodized aluminum finish handles wear and tear. An open design provides easy access and is ADA friendly.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
MONOLITO			
Straight rows, 18" deep worksurface		MONO-S18	\$800
Monolito Plus w/Lovano Seat		MONOP-S18	\$2,240
Options	Straight, Segmented modesty panel		\$327
	Radius modesty panel		per project
	Wire management - power/data		\$434
	Radiused and/or different table depth		per project

Note: Pricing is per seating position

OMNIA SPACESAVER

Innovative design allows for more seats in a given space



SPACE-SAVINGS SOLUTIONS

The Omnia Spacesaver system is a powerful tool for designing new facilities or retrofitting existing ones. The innovative Spacesaver design can fit the maximum number of seats in virtually any space.

FLIP-UP DESKTOP

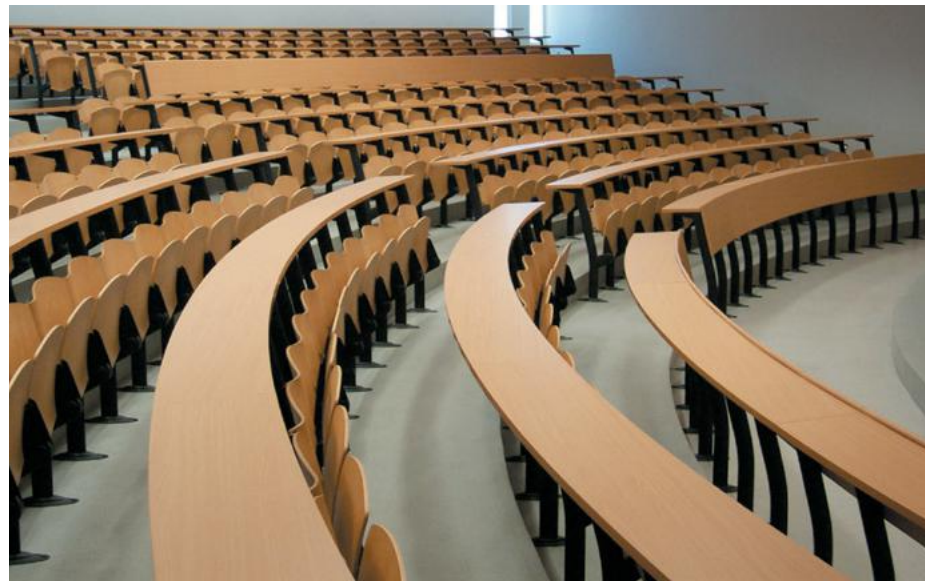
The desktop is designed with a unique “anti-panic” feature. When the user stands, the seat folds against the seat back, and the desktop flips upward and out of the way, automatically clearing the aisle for exit.

STRAIGHT OR CURVED ROWS

Whether you choose the flip-top or fixed work surface for your installation, the design can accommodate either straight or curved rows.

FLAT, SLOPED, OR TIERED FLOORS

Each Omnia system is designed and built specifically for your installation. The system can accommodate flat, sloped, or tiered floors. There’s also a high-back Omnia Evolution system for steeply tiered facilities.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
OMNIA	as listed		
Flip-up table, beechwood seat, perforated metal modesty panel			
Front row		OMFL-S-W-FRT	\$882
Center row		OMFL-S-W-CEN	\$1,259
Back row		OMFL-S-W-BAC	\$819
Flip-up table, upholstered seat, perforated metal modesty panel			
Front row		OMFL-S-U-FRT	\$964
Center row		OMFL-S-U-CEN	\$1,377
Back row		OMFL-S-U-BAC	\$895
Fixed table, beechwood seat, perforated metal modesty panel			
Front row		OMFX-S-W-FRT	\$782
Center row		OMFX-S-W-CEN	\$1,118
Back row		OMFX-S-W-BAC	\$727
Fixed table, upholstered seat, perforated metal modesty panel			
Front row		OMFX-S-U-FRT	\$860
Center row		OMFX-S-U-CEN	\$1,228
Back row		OMFX-S-U-BAC	\$798
Note: Pricing is per seating position			
Pricing shown is for straight rows 10 positions wide with 25” spacing, for installation on flat floor.			



LOOSE FURNITURE

LOOSE FURNITURE

Navetta offers beautifully inspired loose furniture to complement our fixed seating solutions. Loose furniture options range from a large variety chairs and tables that integrate seamlessly into any learning environment.

AVALON

Available as swing away seat, or with task base or foldable 4-leg base

Avalon features a comfortable upholstered seat, with your choice of mesh, poly, or upholstered back. Available with or without arms.



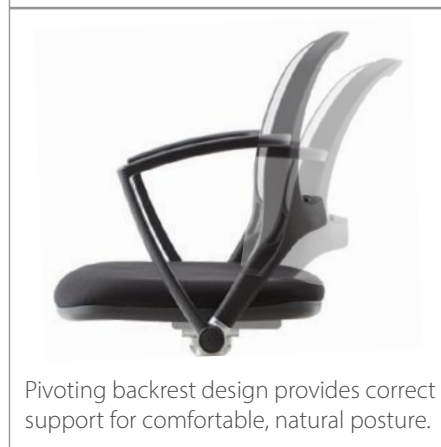
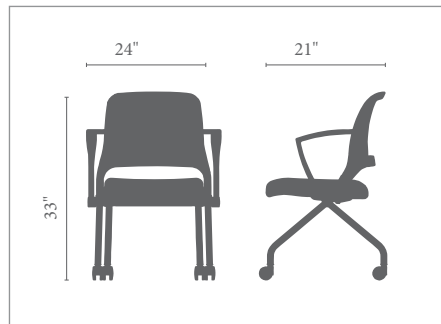
Mesh (stretch fabric) seat back



Upholstered (w/ foam pad) seat back



Poly (perforated design) seat back



Pivoting backrest design provides correct support for comfortable, natural posture.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
5 Star Task Base			
Avalon	Upholstered Seat, Poly Back w/o arms		\$949
	Upholstered Seat, Mesh Back		\$1,039
	Upholstered Seat and Back		\$1,039
	w/arms		+\$80
Four Leg Base			
Avalon	Upholstered Seat, Poly Back		\$985
	Upholstered Seat, Mesh Back		\$1,075
	Upholstered Seat and Back		\$1,075
	w/arms		+\$80

MATIC

Comfortably Functional

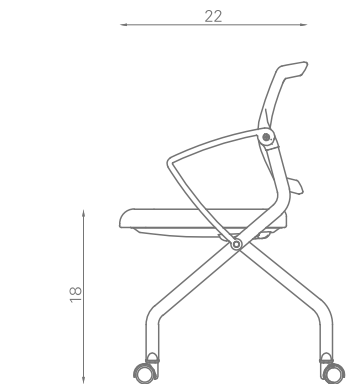
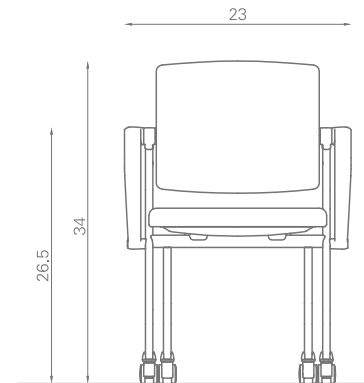


THE MATIC CHAIR

The Matic is another great seating solution offered by Navetta. This chair has endless options like its pivoting backrest, tablet capabilities & its folding and nesting capabilities to maximize your functional space. Available in a mesh, plastic and fabric back.

COMFORTABLY FUNCTIONAL

Functionally designed with ergonomics in mind, the Matic chair contours to the users body and makes for a long-lasting comfortable experience.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
Matic	Task base w/casters, Upholstered seat, poly back		\$870
Matic	Task base w/casters, Upholstered seat, mesh back		\$903
Matic	Task base w/casters, Upholstered seat, and back		\$903
			Call for pricing on other options

ZERO 7

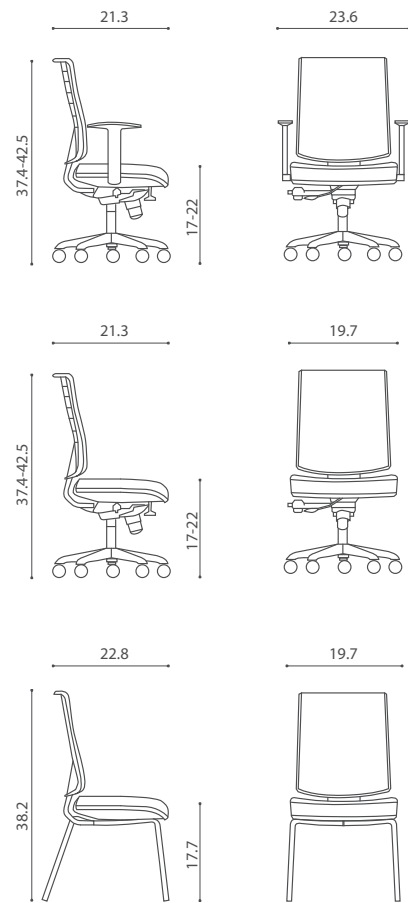
Available with swing out base, task base, or four-leg base

OPERATIVE MULTI-FUNCTIONALITY

Zero7 is a new chair that combines all the important aspects of contemporary seating. It is offered in a multitude of versions: with or without headrest, padded, with mesh or plastic backrests, with fixed or multi-adjustable armrests, and with a swivel base or a fixed leg base.

SPECIFICATIONS

The backrest is made of black, gray, or white polypropylene with lumbar support in ABS, covered with soft black polyurethane. The optional upholstered back panel and headrest and its lumbar support are polypropylene. The back mesh is made with a black nylon frame, coated with black, gray, or white nylon mesh. The lumbar support is made of black polyethylene. The seat is polypropylene reinforced with steel square tubular bars; the seat cover is made of black, gray, or white shockproof polypropylene. The fixed armrests are made of black, gray, or white polypropylene. The adjustable armrests are chrome-plated steel with black polypropylene. The fixed four-leg base is in either black-painted or chrome-plated tubular steel.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
ZERO 7			
Four leg base	Upholstered seat with polypropylene back	007-7231-RNNBANTP	\$1,343
	Upholstered seat with mesh back	007-7231-RNNNANTR	\$1,482
	Upholstered seat with upholstered back	007-7231-RNNBANTT	\$1,482
Task base	Upholstered seat with polypropylene back	007-7231-MAXBNNTP	\$1,697
	Upholstered seat with mesh back	007-7231-MAXBNNTR	\$1,837
	Upholstered seat with upholstered back	007-7231-MAXBNNTT	\$1,837
Additional options available include upholstery, choice of pneumatic cylinder type, special casters for task base, armrests. Please contact Navetta for details on availability and pricing of these options.			

NORTWOOD

Available with swing out base, task base, or four-leg base

FORMED LAMINATED WOOD

The Nortwood seat is elegant and comfortable—a straightforward design of thin layers of beech wood, precisely formed and laminated into a strong, single unit.

Available with swing out base, five-leg task base, or four-leg base.

SPECIFICATIONS

Our shells are made up of a minimum of 9 plies of European beech veneers for a total thickness of 12 mm (just under 1/2"). They are precision machined on 5-axis CNC routers. The PU lacquer is 100% water-base.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
NORTWOOD			
Task base	Upholstered seat, beech wood back	NOR-5TSK-UW	\$860
	Upholstered seat and back	NOR-5TSK-U	\$1,094
Four leg base	Upholstered seat, beech wood back	NOR-4DSK-UW	\$927
	Upholstered seat and back	NOR-4DSK-U	\$1,160



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
AIRA			
Task base	Poly seat & back		\$1,103
	Upholstered seat, poly back		\$1,355
	Upholstered seat & back		\$1,552
Four leg base	Poly seat & back		\$791
	Upholstered seat, poly back		\$1,043
	Upholstered seat & back		\$1,240
Sled Base	Poly seat & back		\$876
	Upholstered seat, poly back		\$1,128
	Upholstered seat & back		\$1,325
Huddle Base	Poly seat & back		\$1,470
	Upholstered seat, poly back		\$1,722
	Upholstered seat & back		\$1,919
	w/arms		+\$358

ZERO 9

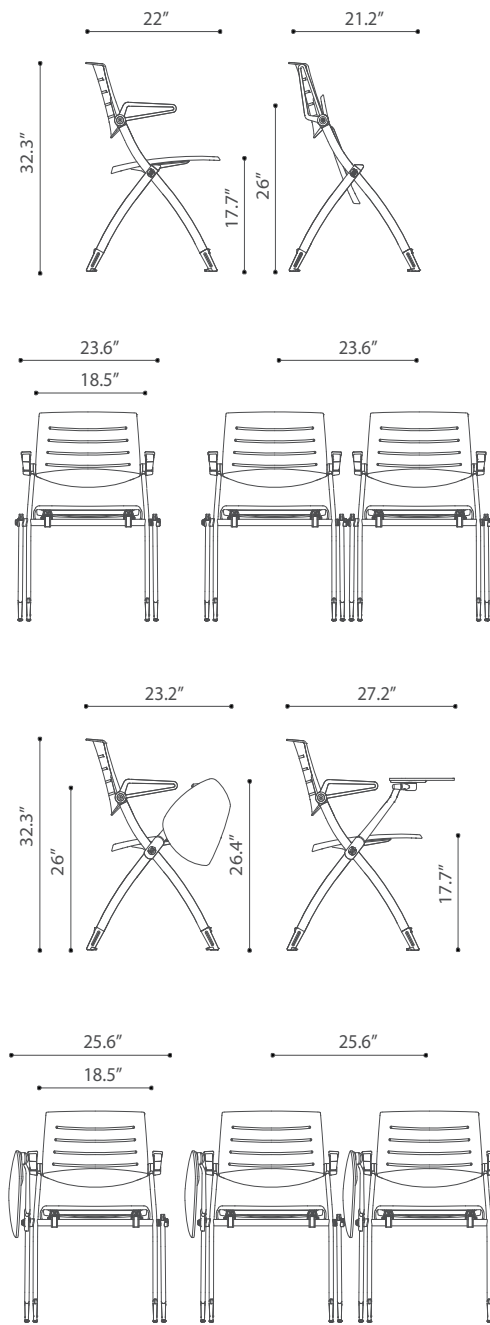
Waiting Seat

COMFORT AND VERSATILITY

The Zero 9 is a multipurpose chair designed for office, lecture hall and training rooms. Special attention was given to the development of the compound curvature back to ensure many hours of comfort and support. It has excellent stacking and nesting capabilities. The same frame can be equipped with casters, glides or a casters+glides combination.

SPECIFICATIONS

The flip-up and flexible backrest are available in many finishes and colors to include scratch-proof PP with an optional upholstered panel padded with fire-retardant polyurethane foam or beech ply-wood and engineered wood veneer. Two wire steel springs enable the flexing back movement. The back supports are made of polished die-cast aluminum. The frame is made of ellipsoidal section tubular steel, including a nylon easy-ganging device for conference use. All metal parts are epoxy powder coated grey or white with matching PP components of the structure. The flip-up arms are polypropylene reinforced with glass-fiber. The removable anti-panic writing tablet is fixed on a polished die-cast aluminum support, available for right or left handed user. The tablet is made of heavy-duty HPL (High Pressure Laminate) with an eased-edge and is available in a grey aluminium color.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
ZERO 9	Poly seat and back		\$1,085
	Upholstered seat, poly back		\$1,213
	Upholstered seat and back		\$1,285
	Beech wood seat and back		\$1,328
	Add for: tablet arm		+ \$673
	Add for: flip up arms		+\$352
	Add for: casters		+\$279

EURA

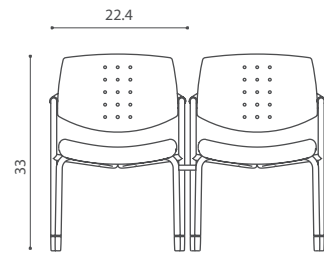
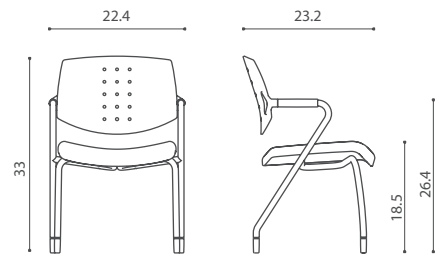
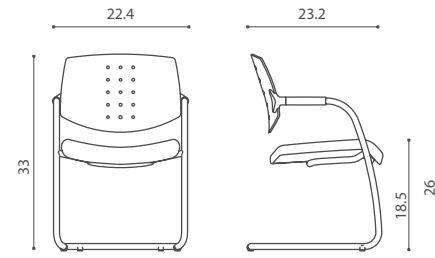
Waiting Seat

PERFECT FOR ANY SITUATION

Eura stands out with a proud outline that makes it the perfect choice whenever a seat with character is required. The Elite version is enhanced with comfortable padding and elegant seams that add a particular elegance and make it ideal for executive offices or as a guest chair.

SPECIFICATIONS

The seat is made of 10 mm (approx. 0.4") natural beech plywood, padded and upholstered. The back is made of 10 mm (approx. 0.4") natural beech plywood, varnished with aniline or padded and upholstered, with back supports in nylon reinforced with 20 percent glass fiber with chromed metallized finishing. The plastic back is made of injection-molded polypropylene, with a slip-proof finish. It is available in black or translucent white. The mesh backrest is made of a painted steel rod frame, with a diameter of 12 mm (approx. 0.48"), covered with a mesh of black, white, or gray polyester; the back supports are made of nylon reinforced with 20 percent glass fiber, with chromed metallized finishing. The padding is made of contoured polyurethane foam: the seat thickness is approx. 2.2" for the Elite version and 1.8" for the Slim version. The density is of 2.5 pcf for both versions. The upholstered back has a thickness of approx. 1.2" and a density of 2.5 pcf. The structure is made of 12 ga. tubular steel frame with diameter of 25 mm (approx. 1"), varnished or chrome-plated. A black or nickel-plated galvanizing process protects all the small components.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
EURA			
Four leg base with integral armrests	Upholstered seat, polypropylene back	EUR-1205-RNPNA9TP	\$979
	Upholstered seat, mesh back	EUR-1205-RNPNA9TR	\$1,161
Sled base with integral armrests	Upholstered seat and back	EUR-1205-RNPNA9TT	\$1,216
	Upholstered seat, polypropylene back	EUR-1205-SNNNA9TP	\$1,173
	Upholstered seat, mesh back	EUR-1205-SNNNA9TR	\$1,352
	Upholstered seat and back	EUR-1205-SNNNA9TT	\$1,407

MYA

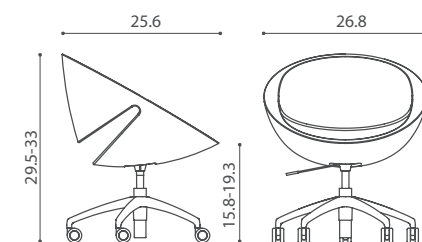
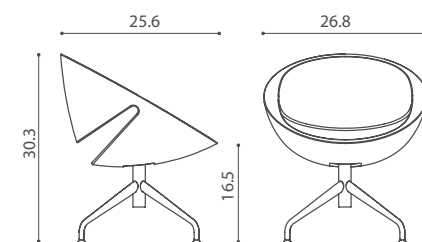
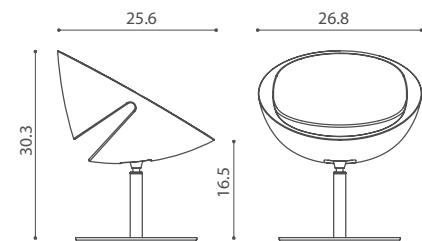
Waiting Seat

DESIGN, COMFORT, AND FUNCTIONALITY

Characterized by its single form, Mya distinguishes itself with its high degree of practicality, the accuracy of its finishing, and its multipurpose possibilities. Three different bases are available. The circular base, in stainless steel and with an essential and contemporary line, is the ideal solution for reception areas where design, comfort, and functionality merge.

SPECIFICATIONS

The structure is in tubular steel of different dimensions. Paddings are in self-extinguishing cold-foamed polyurethane. The disc-base is in stainless steel, swivel with fixed height. The fixed base on four legs is in tubular chrome-plated steel with adjustable feet. The five-star base is in polished aluminum. The dual-wheel self-braking castors are in reinforced nylon for soft floor or in polyurethane tread for hard floor. The fixed glides are in reinforced nylon. The table is made of 20 mm (approx. 0.8") thick wood conglomerate coated with white melamine. The legs are made of 10x20 mm (approx. 0.4"x0.8") chrome-plated oval tubular steel with chrome-plated finishing.

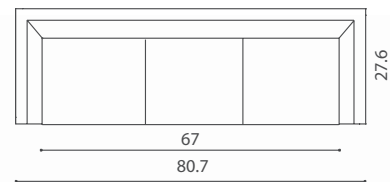
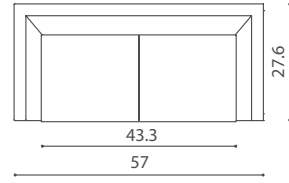
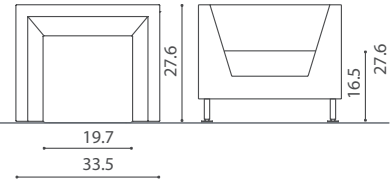


LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
MYA			
Disc base	Upholstered	MYA-205- CSNNNN	\$2,510
Four leg base	Upholstered	MYA-205- RNNNBN	\$2,525
Task base	Upholstered	MYA-205- BPXNNN	\$2,158

NAXOS ELITE

Waiting Seat



MINIMALIST LUXURY

Classical harmony, pure elegance, and absolute comfort are the essential elements of the Naxos line of seating. Mix and match the armchair, two- and three-seat sofas, and one- and two-seat poufs in any combination for offices and waiting areas of any size. The clean lines, high-quality finishes, and natural proportions of Naxos bring minimalist luxury to the work environment.

SPECIFICATIONS

The structure is made of solid wood; the tops are in wood conglomerate. The upholstered portions are in contoured polyurethane foam of differentiated densities and are covered by a soft resin fiber for increased comfort. The legs come in either tubular, steel gray-colored aluminum or chrome-plated finish.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
NAXOS Elite			
Single Seat			\$3,443
2-Seat			\$4,413
3-Seat			\$5,397

PF3

Meeting Seat

MODERN CLASSICISM

As sleek and stylish as the Ferraris created by the Italian design house that bears its name, the Pininfarina PF3 collection of chairs and sofas can be used in both offices and residences. As the elegant product of a dialogue between design and flexibility of use, these various pieces can be grouped in any number of combinations.

With an eye toward eco-sustainability, PF3 was designed as a “green” product that poses no disposal issues.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
PF3			
Chair			\$8,503
2-Seat no back			\$12,524
2-Seat with back			\$12,746



AUDITORIUM

AUDITORIUM

Navetta provides a wide variety of auditorium and theater seating designed to create the most comfortable viewing experience. Whether you are seeking seating for a stadium, theater, or auditorium, Navetta allows you to fully customize the products with our endless supply of options.

TIME

Immediately Recognizable

ARCHITECTURAL RHYTHM

Each element of Time exists along a single elegant plane. Its well-defined shapes and angles make it unique and immediately recognizable.

The tapered sides determine the placement and volume of the other elements, which follow their lead. This architectural rhythm is particularly pronounced when rows of these chairs are placed side by side.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
TIME			
	With Cat 3 Fabric		\$2,987
	With Eco leather Fabric		\$3,226

DYAPASON

Tuned Perfection



TUNED PERFECTION

The Dyapason is the perfect cross between beautiful design and functionality. Designed by Giovanni Baccolini this chair's y shape evokes references to tuning forks. This shape makes for an ergonomic recline and an eye-catching silhouette perfect for auditoriums, theaters, and music venues.

MAXIMUM COMFORT

Ergonomically designed for comfort and maximizing the usability of the space.



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
DYAPASON	With Cat 3 Fabric		\$3,634
	With Eco leather Fabric		\$ 3,924

S400 CONTINA

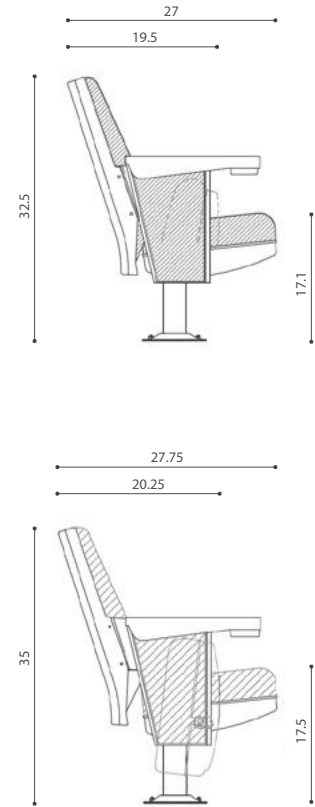
Theater/Auditorium Seat

AFFORDABLE COMFORT

The Contina Seating System provides elegant, comfortable, and reliable seating at an affordable price—perfect for auditoriums and other larger venues.

SPECIFICATIONS

For use in straight or curved-row configurations. For installation on flat, sloping, or tiered floors. The frame has a durable and environmentally-friendly electrostatically applied powder coat finish, oven-baked at 392 degrees F. Upholstered end panel with fixed arm is standard; fixed arm, with or without cup holder, is also available. Conventional style curved cushion back with anatomic or concave style cushion seat. Fabric choice: Absecon Mills, Johnston Textiles or Proquinal VinylBlack standard, other colors available. Seatback height: 32.5" or 35". Width available: From 19" to 22".



LIST PRICING

MODEL	MATERIAL / FINISH	PART NUMBER	LIST PRICE
S400 CONTINA		S4C-STD-U	\$1,057
Options			
	Seat numbers		\$20
	Row letters		\$30
	Tablet - standard		\$304
	Tablet - large		\$317
	Seat pan - wood		\$497
	Back - upholstered		\$547
	Back - wood		\$597
	Arm - wood		\$137
	End Panel - Wood		\$604
Standard features:			
Flat back			
Plastic seat pan			
Plastic back			
Plastic arm rest			
Upholstery or plastic laminate end panel			
Sherpa Shire fabric			
Also includes:			
- Steel panel in between seats			
- Available in 4 different widths			
• 19 1/8", 20 1/8", 21 1/8", 22 1/8"			
- Cup holder available at no charge			
Note: Pricing is per seating position			

Navetta[®]

NAVETTADESIGN.COM

800.411.1979

7.7 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

A. Reviews

“ We’ve been extremely pleased with the sales, installation and service of our new 168 seat theater. We couldn’t have asked for a better business partner. ”

– Bob Ihrie, Board President, Winston Salem Theater

How It Works

With 20 years of experience our process has been developed over time to make sure that every stage of your project runs smoothly. From project start to installation, our fixed seating experts and engineers are there to create the solution your space deserves.

01. Product Solution Consultation – After you reach out to our team, we will work with you to find out what product works best to achieve your vision for the space.

02. Product Solution – You decide what product you want to use for your project. Whether it is a complete design build, combining products or one of our standard products.

03. Product Customization – How do you want this product to look? Pick your finishes from our standard selections. Have custom finishes in mind? No problem we will source whatever you need.

04. Product Quote – Our team will put together pricing for everything your project will need.

05. Coordination With GC Or Architect – After you have chosen what products you want, we will then coordinate with the general contractors or architects of your space to start the engineering phase of the project.

06. Engineered Drawings – Our in-house engineers will then produce detailed room drawings with the product laid out to the specs of the project.

07. Field Check – One of our team members will check the space in person to verify the specs of the room and product drawings.

08. Revised Drawings – If any discrepancies are found, our team will note the differences and pass them along to our engineers, who will then revise the drawings.

09. Product Production – Once the room and product specs have been changed, verified and approved your product will go into production and shipped to the project site.

10. Expert Installation – Once the product has been shipped our expert in-house installation team will be there to receive and install your product with unmatched craftsmanship.

7.8 Criteria 5 – Other Additional Information

A. Additional information that should be considered

- a. At ShuttleSystem LLC dba Navetta we are uniquely positioned to give you the space you want. From concept to installation, we work with our clients to get the function and the form need to fulfill the design problem of the space. We are well-qualified to handle custom requests because products are built to order. Our in-house design team is used to upholding high standard under short deadlines, successfully executing custom designs from simple to elaborate

B. Creative approaches

We offer a no cost maintenance program for the life of the warranty. Please see below for details.

NAVETTA ANNUAL MAINTENANCE PROGRAM

No-Cost Annual Maintenance Program for Navetta Design Lecture Room Products

At Navetta Design, we stand behind our products. Our free annual maintenance program lasts the entire life of the warranty and ensures that all Navetta product installations perform to the highest standards.

Here's how the simple, thorough program works:

1. One year after installation and at every anniversary thereafter (through the life of the warranty), Navetta sets up an appointment to inspect the installation with you.
2. We carefully inspect the entire project: tables, seating, pedestals, electric and data management systems, mounting and foot covers, trim, finishes and any other components of our work.
3. If there's a problem, we fix it promptly.

Warranty Period

Within ten (10) years of initial shipment:
Fixed structural components.

Within five (5) years of initial shipment :
All other structural components, including seat support arms and pivot mechanisms, springs, tablet arms.

Within three (3) years of initial shipment:
Plastic components and paint finishes, wood, laminate and other surface finishes.

Within one (1) year of initial shipment:
Seating upholstery including foam. Power and electrical components.

Our warranty is comprehensive and, with the annual maintenance program, is designed for your total confidence in your Navetta project.

For more information, contact:

Navetta Design
4832 Cooper Road, Suite 299
Blue Ash, OH 45242
800-411-1979

Navetta



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2022

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 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 Mid State/Energy 130 Camack Blvd Columbia TN 38401	CONTACT NAME: Jennifer Ramsey PHONE (A/C, No, Ext): 866-467-8730 E-MAIL ADDRESS:	FAX (A/C, No): 888-443-6112
	INSURER(S) AFFORDING COVERAGE	
INSURED ShuttleSystem, LLC dba Navetta 4832 Cooper Rd, Ste 299 Blue Ash, OH 45242	INSURER A : Sentineal Insurance Co LTD	NAIC # 11000
	INSURER B : Hartford Fire & Its P&C Affiliates	0091
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		20SBAIA3226	12/31/21	12/31/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		20SBAIA3226	12/31/21	12/31/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000		20SBAIA3226	12/31/21	12/31/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> n N/A		20WEDAQ8891	12/31/21	12/31/22	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EMP STPGP LMTD		20SBAIA3226	12/31/21	12/31/22	\$1,000,000/\$1,000,000/\$1,000,000

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

CERTIFICATE HOLDER The University of Alabama C/o Purchasing Dept. PO Box 870130 Tuscaloosa, AL 35487-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**CONFIDENTIAL
FINANCIAL
INFORMATION**

Income Statement
ShuttleSystem LLC
January 2021-December 2021

	Jan-Dec 2021
Revenues	
Sales - Shuttle	\$349,253.83
Sales - Navetta	\$4,508,517.15
Finance Charge Income	<u>\$443.24</u>
 Total Revenues	 <u>\$4,858,214.22</u>
 Cost of Sales	
Material Costs - General	\$6,548.20
Material Costs - Shuttle	\$216,384.42
Material Costs - Navetta	\$1,596,135.64
Outbound Freight Costs	\$3,000.00
Outbound Freight - Shuttle	\$26,519.66
Outbound Freight - Navetta	\$230,671.74
Inbound Freight-General	\$1,173.35
Inbound Freight-Shuttle	\$20,970.22
Inbound Freight-Navetta	\$141,945.58
Installation Costs - Navetta	\$327,234.76
Commissions - Rep	\$599.00
Commissions - Rep - Shuttle	\$5,351.16
Commissions - Rep - Navetta	\$241,914.06
Royalties	-\$65,976.93
State Contract Fees - Shuttle	\$1,461.75
State Contract Fees - Navetta	\$11,587.12
Product Repairs - Shuttle	\$5,419.49
Product Repairs - Navetta	\$27,400.39
Samples - Shuttle	\$493.57
Samples - Navetta	<u>\$13,974.58</u>
 Total Cost of Sales	 <u>\$2,812,807.76</u>
 Gross Profit	 <u>\$2,045,406.46</u>
 Expenses	
Salaries	\$484,229.37
Employer PR Taxes	\$45,285.57
401K Contribution	\$1,290.72

Jan-Dec 2021

401K Services	\$1,240.00
Payroll Service Fees	\$3,086.50
Health/Life/Dental Insurance	\$17,275.99
Worker's Compensation	\$10,900.87
Temporary Labor	\$240.00
Travel	\$68,791.12
Meals	\$982.53
Certification Fees	\$2,851.46
Computer Services	\$8,377.24
Software Licenses	\$11,780.40
Dumpster / Recycling	\$4,085.57
Dues & Subscriptions	\$699.53
Insurance - Bonds	\$15,259.00
Insurance - Liability	\$14,201.75
Interest Expense-Loans	\$991.95
Interest Expense-Credit Card	\$1,033.95
Landscaping	\$460.00
Marketing / Advertising	\$33,943.91
Office Supplies	\$4,930.60
Taxes - Other	\$400.69
Telephone	\$9,566.14
Postage	\$3,378.82
Professional Fees - Legal	\$4,419.80
Professional Fees - Other	\$48,422.04
Rent	\$102,939.00
Security	\$934.20
Bank / Service Fees	\$1,535.10
Struxtion Fees	\$15,669.57
Late Fees	\$1,795.53
Shop Supplies	\$4,709.63
State License Fees	\$380.69
Utilities	\$11,588.38
Forgiveness of PPP Loan	-\$399,854.00
Depreciation/Amortization LHI	\$1,346.25
Amortization - Goodwill	<u>\$4,954.50</u>
Total Expenses	<u>\$544,124.37</u>
Net Income	\$1,501,282.09

Balance Sheet

Balances As Of Period: 202113

Assets

ShuttleSystem LLC dba Navetta

Cash

LCNB - Cheking \$116,100.59

Total Cash: \$116,100.59

Accounts Receivable

Accounts Receivable \$1,390,102.25

Total Accounts Receivable: \$1,390,102.25

Other Current Assets

Prepaid Expenses-Other \$5,744.49

Total Other Current Assets: \$5,744.49

Inventory

Inventory - General \$18,320.84

Inventory - Shuttle \$50,072.07

Inventory - Navetta \$302,878.82

WIP \$63,318.76

Total Inventory: \$434,590.49

Fixed Assets

Furniture & Equipment \$1,280.00

Software \$700.00

Warehouse Equipment \$4,855.00

Leasehold Improvements \$2,199.00

Tooling Equipment \$26,370.00

Total Fixed Assets: \$35,404.00

Other Assets

Rent Deposits \$14,600.00

Goodwill \$140,103.43

Trademarks \$1,500.00

Total Other Assets: \$156,203.43

Total Assets: \$2,138,145.25

Balance Sheet

Balances As Of Period: 202113

Liabilities & Capital ShuttleSystem LLC dba Navetta

Accounts Payable

Accounts Payable	\$421,503.47
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Total Accounts Payable:	\$421,503.47
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Other Current Liabilities

Credit Card Payable	-\$1,003.12
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Accrued Commission	\$145,349.95
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Payroll Liabilities	\$5,297.78
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Sales Tax Liability	\$30,192.24
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Total Other Current Liabilities:	\$179,836.85
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Long Term Liabilities

Loan Payable - Struxtion	\$129,234.72
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Note Payable - Globa Ed. Prod.	\$325,000.00
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Total Long Term Liabilities:	\$454,234.72
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Equity

Member's Capital	\$250,000.00
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Retained Earnings	-\$650,000.00
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Current Earnings	\$812,928.92
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Total Equity:	\$412,928.92
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Total Liabilities & Capital:	\$1,468,503.96
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