

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Provision and Installation of PleatLink® Filters

Amendment Summary: Amend clause 4.1 Contract Value to add \$750,000.00 for a revised contract total of \$1,000,000.00.

Contract Number: 6545006 Amendment Number: 1 Request Number: A2024135

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

**Sexual Harassment Training Required** (per BL2018-1281): Yes

Contract Start Date: 9/15/2023 Contract Expiration Date: 9/14/2028 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$250,000.00

Amendment Value: \$750,000.00 Fund: 10101\*

New Estimated Contract Life Value: \$1,000,000.00 BU: 10103220\*

\* ( Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Jan Harvey BAO Staff: Jeremy Frye

Procuring Department: General Services Department(s) Served: Metro Wide

## Prime Contractor Information

Prime Contracting Firm: Bonded Filter Co. LLC dba BFC Solutions ISN#: 17928

Address: 545 Mainstream Drive, Suite 250 City: Nashville State: TN Zip: 37228

Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGTBTE  (select/check if applicable)

Prime Company Contact: Eric Lamb Email Address: Eric.Lamb@BFCsolutions.com Phone #: 615-499-3970

Prime Contractor Signatory: Jason Cocco Email Address: Jason.Cocco@BFCsolutions.com

## Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6545006  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND BONDED FILTER CO., LLC dba BFC SOLUTIONS**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and BONDED FILTER CO., LLC dba BFC SOLUTIONS located in NASHVILLE, TN.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated SEPTEMBER 15, 2023, Metro Contract numbered 6545006, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 4.1 Contract Value to add \$750,000.00 for a revised contract total of \$1,000,000.00. Amended clause shall read as follows:

"This Contract has an estimated value of \$1,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6545006

Amendment Number 1

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

Gerald Smith *KK*  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

Dennis Rowland *JLR*  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Crumbolmal *EJ*  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Jessie Ortiz-Marsh *LBZ*  
Metropolitan Attorney Insurance

\_\_\_\_\_  
Metropolitan Mayor COO

**ATTESTED:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR**

**Bonded Filter Co.**

\_\_\_\_\_  
Company Name

Jason Cocco  
Signature of Company's Contracting Officer

**Jason Cocco**  
Officer's Name

**President**  
Officer's Title





# ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Bonded Filter Company 545 Main Stream Dr, Ste. 250 Nashville, TN 37228	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER: P-630-6X880789-PHX-24

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 04-09-24**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LIMITED ABUSE OR MOLESTATION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE OF LIMITED ABUSE OR MOLESTATION LIABILITY LIMITS

<b>Abuse Or Molestation Aggregate Limit</b>	<b>\$ 1,000,000</b>
<b>Each Abuse Or Molestation Offense Limit</b>	<b>\$ 1,000,000</b>

### PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Abuse Or Molestation**

"Bodily injury" arising out of any act of "abuse or molestation" committed by any person.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGE B – PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

#### **Abuse Or Molestation**

"Personal injury" arising out of any act of "abuse or molestation" committed by any person.

3. The following is added to **SECTION I – COVERAGES**:

### **LIMITED ABUSE OR MOLESTATION LIABILITY COVERAGE**

#### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any "abuse or molestation offense" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Limited Abuse Or Molestation Liability Coverage**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" or "personal injury" caused by an "abuse or molestation offense" arising out of your business but only if the "abuse or molestation offense" was committed in the "coverage territory" during the policy period. An "abuse or molestation offense" involving multiple, continuous, sporadic or related acts of "abuse or molestation" will be deemed to have been committed on the date the first of such acts is committed, regardless of when such acts are actually committed.

#### **2. Exclusions**

This insurance does not apply to:

##### **a. Directed Or Knowingly Allowed Acts**

"Bodily injury" or "personal injury" arising out of an "abuse or molestation offense" committed at the direction of the insured or that the insured knowingly allowed to happen.

## COMMERCIAL GENERAL LIABILITY

**b. Failure To Report**

"Bodily injury" or "personal injury" arising out of a failure by the insured having knowledge of an act of "abuse or molestation" to comply with any applicable federal, state or local law, ordinance or regulation which requires the reporting of such act.

**c. Known History**

"Bodily injury" or "personal injury" arising out of the employment, or the use as a "volunteer worker", of a person who had a history of committing "abuse or molestation" of which the insured had knowledge:

- (1) Before or during that person's employment or use as a "volunteer worker"; and
- (2) Before that person committed the "abuse or molestation offense".

**d. Known Prior Acts**

"Bodily injury" or "personal injury" arising out of any act in an "abuse or molestation offense" if any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "abuse or molestation offense" or claim was aware of such act prior to the effective date of this **Limited Abuse Or Molestation Liability Coverage**.

**e. Contractual Liability**

"Bodily injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "personal injury" is caused by an "abuse or molestation offense" committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be

deemed to be damages because of "bodily injury" or "personal injury", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**g. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**h. Access Or Disclosure Of Person's Confidential Or Personal Information**

"Bodily injury" or "personal injury" arising out of any unauthorized access to or disclosure of any person's confidential or personal information committed by a person or organization other than:

- (1) Any person listed in Paragraph 1. of Section II – Who Is An Insured;
- (2) Any of your "employees" or "volunteer workers" or

(3) Any person acting as a student teacher as part of his or her educational requirements with you, if you are a public entity, college or school.

**i. Employment-Related Practices**

"Bodily injury" or "personal injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury" or "personal injury".

**j. Coverage A Or Coverage B Exclusions Added By Endorsement**

"Bodily injury" or "personal injury" excluded by any exclusion added to Coverage A or Coverage B by endorsement to this policy, except an Abuse Or Molestation exclusion.

**4. The following is added to SECTION II – WHO IS AN INSURED:**

None of the following is an insured for "bodily injury" or "personal injury" caused by an "abuse or molestation offense":

a. Any person who committed the "abuse or molestation offense". However, with respect to:

- (1) Any person listed in Paragraph 1. of Section II – Who Is An Insured;
- (2) Any of your "employees" or "volunteer workers"; or
- (3) Any person acting as a student teacher as part of his or her educational requirements with you, if you are a public entity, college or school;

we will reimburse you for the reasonable expenses that you incur to defend such person against any "suit" seeking damages for "bodily injury" or "personal injury" to which this insurance applies caused by an "abuse or molestation offense" if a final, non-appealable adjudication in any judicial proceeding establishes that such person did not commit such "abuse or molestation offense".

b. Any person or organization that has been added to your policy as an additional insured, or any employee, leased worker, agent, representative or volunteer worker of such person or organization.

However, if you have agreed in a written contract or agreement to include such person or organization as an additional insured on this Coverage Part, such person or organization is an insured, but only with respect to liability for "bodily injury" or "personal injury" caused by an "abuse or molestation offense" that:

- (1) Is committed subsequent to the signing of that contract or agreement; and
- (2) Arises out of your business. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such person or organization is subject to the following provisions:

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- (1) The limits of insurance provided to such person or organization will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Schedule Of Limited Abuse Or Molestation Liability Limits, whichever are less.
  - (2) The insurance provided to such person or organization does not apply to any "bodily injury" or "personal injury" caused by an "abuse or molestation offense" committed after the contract or agreement expires.
- c. Any of your independent contractors, or any employee, leased worker, agent, representative or volunteer worker of such independent contractor.

5. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The Abuse Or Molestation Aggregate Limit shown in the Schedule Of Limited Abuse Or Molestation Liability Limits is the most we will pay for the sum of all damages under **Limited Abuse Or Molestation Liability Coverage**. This limit is in addition to, and not included within, the General Aggregate Limit set forth in Paragraph 2. of Section III – Limits Of Insurance.

Subject to the Abuse Or Molestation Aggregate Limit, the Each Abuse Or Molestation Offense Limit shown in the Schedule Of Limited Abuse Or Molestation Liability Limits is the most we will pay under **Limited Abuse Or Molestation Liability Coverage** for the sum of all damages because of "bodily injury" and "personal injury" arising out of any one "abuse or molestation offense". This limit is in addition to, and not included within, the Each Occurrence Limit set forth in Paragraph 5. of Section III – Limits Of Insurance and the Personal and Advertising Injury Limit set forth in Paragraph 4. of Section III – Limits Of Insurance.

6. The following is added to Paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If valid and collectible other insurance is available to the insured for a loss we cover under **Limited Abuse Or Molestation Liability Coverage**, this insurance for **Limited Abuse Or Molestation Liability Coverage** is primary. However, this insurance for **Limited Abuse Or Molestation Liability Coverage** is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available

to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

If this insurance for **Limited Abuse Or Molestation Liability Coverage** is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by one of the following methods:

- (1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

When this insurance for **Limited Abuse Or Molestation Liability Coverage** is excess, we will have no duty under **Limited Abuse Or Molestation Liability Coverage** to defend the insured against any "suit" if any provider of other insurance has a duty to defend the insured against that "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.
7. The following is added to the **DEFINITIONS** Section:

"Abuse or molestation" means any actual or threatened illegal or offensive act committed against any person who is:

- a. Under 18 years of age;
- b. Your student;
- c. Legally incompetent; or

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- d. In the care, custody or control of any insured and is physically or mentally incapable of consenting to such act;

regardless of whether such illegal or offensive act involved physical contact with such person.

"Abuse or molestation offense" means a single act of "abuse or molestation", or multiple, continuous, sporadic or related acts of "abuse or molestation", committed by:

- a. One person; or
- b. Two or more persons acting together.

All such acts of "abuse or molestation" will be deemed to be one "abuse or molestation offense", regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALERS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><b>A.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>B.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</li> <li><b>C.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>D.</b> Blanket Additional Insured – Broad Form Vendors</li> <li><b>E.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>F.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> <li><b>G.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>I.</b> Blanket Additional Insured – Grantors Of Franchises</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Blanket Waiver Of Subrogation</li> <li><b>M.</b> Contractual Liability – Railroads</li> </ul> |
|--|--|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
  - b.** An organization other than a partnership, joint venture or limited liability company; or
  - c.** A trust;
- as indicated in its name or the documents that govern its structure.

## COMMERCIAL GENERAL LIABILITY

**B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

**C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
  - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
  - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization, other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

## COMMERCIAL GENERAL LIABILITY

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**J. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

## COMMERCIAL GENERAL LIABILITY

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

**M. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA LIMITED SUBROGATION RIGHTS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If Collision Coverage is afforded under this Policy and you are:

- a. A seller of "autos"; or
- b. In the business of leasing, repairing, servicing, storing or parking "autos"; and

an "auto" you own is used for the purpose of demonstration, or is loaned or leased to a person while that person's own vehicle is being repaired or serviced, or that "auto" you own is leased to another person for a period of six months or more, the **Transfer Of Rights Of Recovery Against Others To Us** Condition is revised by adding the following:

If there is no other valid and collectible collision insurance available to a person to whom you demonstrate, lend or lease an auto, we shall have no right of subrogation against that person unless, in the case of a leased vehicle, that person has received a conspicuous written notice at the start of the lease that subrogation rights exist.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

POLICY NUMBER: 34WCI1999700

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 04/01/2024                      Policy No. 34WCI1999700  
Insured PERFORMANCE FILTRATION GROUP LLC  
Insurance Company ARCH INDEMNITY INSURANCE COMPANY

Endorsement No.  
Premium INCL.

DATE OF ISSUE: 04-16-24

Countersigned By \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

POLICY NUMBER: 31WCI1999600

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 04/01/2024      Policy No. 31WCI1999600  
Insured PERFORMANCE FILTRATION GROUP LLC  
Insurance Company ARCH INSURANCE COMPANY

Endorsement No.  
Premium INCL.

DATE OF ISSUE: 04-19-24

Countersigned By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

**Name of Person(s) or Organization(s):**

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN A WRITTEN CONTRACT, THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB1999800

Named Insured: PERFORMANCE FILTRATION GROUP LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 4/1/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB1999800

Named Insured: PERFORMANCE FILTRATION GROUP LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 4/1/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: 31CAB1999800

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>  <b>Endorsement Effective Date:</b>
---

**SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b> ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

**Name of Person(s) or Organization(s):**

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO IN A WRITTEN CONTRACT, THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB1999700

Named Insured: PERFORMANCE FILTRATION GROUP LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 4/1/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB1999700

Named Insured: PERFORMANCE FILTRATION GROUP LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 4/1/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended by the addition of the following:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

All other terms and conditions of the Policy remain unchanged

Endorsement Number:

Policy Number: 31CAB1999700

Named Insured: PERFORMANCE FILTRATION GROUP

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 04-01-24

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2024135

Date Received: May 20, 2024

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: Provision and Installation of PleatLink® Filters      Contract Number: 6545006      Amendment Number: 01

Requesting Department: General Services Department/BOSS Division      Requesting Departmental Contact (Name & Number): Ava Elsaghir - (615)-930-6049

Contractor's Business Name: Bonded Filter Co. LLC dba BFC Solutions      Name of Contract Signatory: Kim Megonnell  
 Contract Signatory Email Address: Kim.Megonnell@BFCSolutions.com  
 Address: 545 Mainstream Drive, Suite 250      City: Nashville      ST: TN      Zip: 37228

**Revision Accomplishes: Check all that apply**

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount \$250,000.00  Previously Executed Amendment(s) Amount 0  Current Amendment Amount \$750,000.00  Amendment % Increase <b>300%</b>  Proposed Revised Contract Amount \$1,000,000.00	Include revised fee schedules, budget, and total contract value as appropriate  <div style="border: 1px solid red; padding: 5px; color: blue;">Please see attached supporting documents for justification of the amendment request.</div>
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

**ACCOUNTING INFORMATION:**

BU Number: 10103220      Fund #: 10101      Any Other Accounting Info: \_\_\_\_\_

**Procurement will route in DocuSign for signatures below**

A2024135

Rec. May 20, 2024

Department Requester     *Ava Elmaghr*    

    *Gerald Smith*    

Requesting Department Director's Signature of Approval

    5/20/2024 | 5:16 PM CDT    

Date

## Amendment Request # 1

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Contract #	: 6545006
Contractor	: Bonded Filter Co. LLC dba BFC Solutions
Contract Start Date	: 09/15/2023
Contract Expiry Date	: 09/14/2028
Contract Value	: \$250,000.00
Type of Contract	: ID/IQ (Sole Source Contract)
Amendment type	: Amend Provision 4.1. to add additional \$750,000.00 for a total revised contract value \$1,000,000.00

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Justification : General Services is the procuring Department for this contract and the total estimated contract value was under-estimated and didn't factor in the utilization of other Metro agencies. PleatLink filters have been installed in several General Services managed facilities since a long time and due to the quality and competitive filter prices, several other METRO agencies started using PleatLink filters. As a general observation, PleatLink filters showed reduction in waste and coil maintenance services:

- **Waste reduction:** since using PleatLink filters result in less waste to dispose of card box and decrease the number of dumpsters used to recycle the card boxes.
- **Coil Maintenance:** PleatLink filters reduce maintenance on coils vs box filters which saves METRO cost and time to clean the coils to enhance the performance of the HVAC units.
- **Financial Impact:** Utilizing Pleatlink filters reduces the cost of waste, maintenance and technician's time.

The Contract got signed in September 2023 – the table below shows that Metro Departments used until 05/20/2024 almost \$104,956.68 (in less than one year) and the remaining contract value would not be enough to cover the utilizations of all Metro Departments until September 2028.

Contract Number	Department	Contract Amount	Amount Ordered	Amount Received	Amount Billed	Amount Paid
6545006	010	250,000.00	54,091.28	23,909.99	23,224.79	21,175.19
	039	250,000.00	10,865.40	6,476.09	6,166.37	5,937.68
	040	250,000.00	15,000.00	10,571.16	10,597.41	10,597.41
	065	250,000.00	25,000.00	7,589.21	4,674.27	4,674.27
<b>6545006 Total</b>		<b>250,000.00</b>	<b>104,956.68</b>	<b>48,546.45</b>	<b>44,662.84</b>	<b>42,384.55</b>
<b>Grand Total</b>		<b>250,000.00</b>	<b>104,956.68</b>	<b>48,546.45</b>	<b>44,662.84</b>	<b>42,384.55</b>

According to the utilization data – on average METRO spends \$100K every (6) months – by implementing this trend over (5) years then METRO is expected to use \$1,000,000.00 until the expiry date of the contract.

Please see attached detailed cost breakdown of General Services estimated utilization of filters for FY25 that should cover from July 1<sup>st</sup>, 2024 until June 30, 2026.

## General Services list of Filters

Plan for FY2025

Metro Facilities	PM Frequency	M13 Item Description	Quantity	MERV 13 Filter	MERV 13 Installatio	Cost/Filter	Total	Costs through June 2025
AA Birch Bldg	PM-MTHLY	M13 PleatLink® 20 x 75 x 2	8	\$31.35	\$6.27	\$37.62	\$300.96	\$3,611.52
AA Birch Bldg	PM-MTHLY	M13 PleatLink® 24 x 90 x 2	10	\$44.55	\$8.91	\$53.46	\$534.60	\$6,415.20
AA Birch Bldg	PM-MTHLY	PleatLink® 20 x 105 x 2	9	\$16.89	\$9.10	\$25.99	\$233.91	\$2,806.92
Ben West Bldg.	PM-QTRLY	PleatLink® 20 x 105 x 2	9	\$16.89	\$9.10	\$25.99	\$233.91	\$935.64
Central Police	PM-QTRLY	M13 PleatLink® 30 x 45 x 2	2	\$28.05	\$5.61	\$33.66	\$67.32	\$269.28
Central Police	PM-QTRLY	M13 PleatLink® 16 x 45 x 2	2	\$14.85	\$2.97	\$17.82	\$35.64	\$142.56
Central Police	PM-QTRLY	M13 PleatLink® 20 x 45 x 2	6	\$18.98	\$3.80	\$22.78	\$136.68	\$546.72
E911 Communication Center	PM-QTRLY	M13 PleatLink® 18 x 45 x 2	4	\$16.50	\$3.30	\$19.80	\$79.20	\$316.80
East Police	PM-QTRLY	M13 PleatLink 16 x 75 x 2	8	\$24.75	\$4.95	\$29.70	\$237.60	\$950.40
ECC BACKUP CENTER (METRO)	PM-QTRLY	M13 PleatLink 30X90X2	2	\$56.10	\$11.22	\$67.32	\$134.64	\$538.56
Fire HQ	PM-MTHLY	M13 PleatLink® 20 x 75 x 2	1	\$31.35	\$6.27	\$37.62	\$37.62	\$451.44
Fire HQ	PM-MTHLY	M13 PleatLink 16 x 75 x 2	7	\$24.75	\$4.95	\$29.70	\$207.90	\$2,494.80
Fleet Heavy Shop	PM-QTRLY	M13 PleatLink® 25 x 90 x 2	3	\$46.20	\$9.24	\$55.44	\$166.32	\$665.28
Fleet Heavy Shop	PM-QTRLY	M13 PleatLink® 16 x 45 x 2	2	\$14.85	\$2.97	\$17.82	\$35.64	\$142.56
Hermitage Police	PM-QTRLY	M13 PleatLink® 20 x 115 x 2	5	\$47.85	\$9.57	\$57.42	\$287.10	\$1,148.40
Hermitage Police	PM-QTRLY	M13 PleatLink 16 x 75 x 2	1	\$24.75	\$4.95	\$29.70	\$29.70	\$118.80
Hermitage Police	PM-QTRLY	M13 PleatLink® 20 x 75 x 2	2	\$31.35	\$6.27	\$37.62	\$75.24	\$300.96
Historic Courthouse (Metro)	PM-MTHLY	M13 PleatLink® 12 x 105 x 2	1	\$25.58	\$5.12	\$30.70	\$30.70	\$368.40
Historic Courthouse (Metro)	PM-MTHLY	M13 PleatLink® 12 x 140 x 2	1	\$34.65	\$6.93	\$41.58	\$41.58	\$498.96
Historic Courthouse (Metro)	PM-ANNL	M13 PleatLink® 20 x 105 x 2	3	\$43.73	\$8.75	\$52.48	\$157.44	\$157.44
Historic Courthouse (Metro)	PM-MTHLY	M13 PleatLink® 20 x 115 x 2	1	\$47.85	\$9.57	\$57.42	\$57.42	\$689.04
Historic Courthouse (Metro)	PM-MTHLY	M13 PleatLink® 20 x 90 x 2	3	\$37.13	\$7.43	\$44.56	\$133.68	\$1,604.16
Historic Courthouse (Metro)	PM-QTRLY	M13 PleatLink® 24 x 105 x 2	2	\$51.98	\$10.40	\$62.38	\$124.76	\$499.04
Historic Courthouse (Metro)	PM-MTHLY	M13 PleatLink® 24 x 115 x 2	3	\$56.93	\$11.39	\$68.32	\$204.96	\$2,459.52
Historic Courthouse (Metro)	PM-QTRLY	M13 PleatLink® 24 x 140 x 2	7	\$69.30	\$13.86	\$83.16	\$582.12	\$2,328.48
Juvenile Justice Center	PM-QTRLY	M13 PleatLink® 20 x 115 x 2	3	\$47.85	\$9.57	\$57.42	\$172.26	\$689.04
Juvenile Justice Center	PM-QTRLY	M13 PleatLink® 20 x 75 x 2	2	\$31.35	\$6.27	\$37.62	\$75.24	\$300.96
Juvenile Justice Center	PM-QTRLY	M13 PleatLink® 25 x 90 x 2	2	\$46.20	\$9.24	\$55.44	\$110.88	\$443.52
Juvenile Justice Center	PM-QTRLY	M13 PleatLink 16 x 60 x 2	3	\$19.80	\$3.96	\$23.76	\$71.28	\$285.12
Juvenile Justice Center	PM-QTRLY	M13 PleatLink® 12 x 25 x 2	1	\$8.25	\$1.73	\$9.98	\$9.98	\$39.92
Juvenile Justice Center	PM-QTRLY	M13 PleatLink® 25 x 105 x 2	2	\$54.45	\$10.89	\$65.34	\$130.68	\$522.72
Lentz Health Center	PM-QTRLY	M13 PleatLink® 20 x 115 x 2	22	\$47.85	\$9.57	\$57.42	\$1,263.24	\$5,052.96
Lentz Health Center	PM-QTRLY	M13 PleatLink® 20 x 60 x 2	1	\$24.75	\$4.95	\$29.70	\$29.70	\$118.80
Lentz Health Center	PM-MTHLY	M13 PleatLink® 20 x 75 x 2	4	\$31.35	\$6.27	\$37.62	\$150.48	\$1,805.76
Lentz Health Center	PM-MTHLY	M13 PleatLink® 20 x 90 x 2	4	\$37.13	\$7.43	\$44.56	\$178.24	\$2,138.88
Lentz Health Center	PM-QTRLY	M13 PleatLink® 24 x 115 x 2	5	\$56.93	\$11.39	\$68.32	\$341.60	\$1,366.40
Lentz Health Center	PM-QTRLY	M13 PleatLink® 25 x 75 x 2	1	\$38.78	\$7.76	\$46.54	\$46.54	\$186.16
Lentz Health Center	PM-QTRLY	M13 PleatLink 16 x 60 x 2	4	\$19.80	\$3.96	\$23.76	\$95.04	\$380.16

Metro Facilities	PM Frequency	M13 Item Description	Quantity	MERV 13 Filter	MERV 13 Installatio	Cost/Filter	Total	Costs through June 2025
Lentz Health Center	PM-QTRLY	M13 PleatLink 16 x 75 x 2	1	\$24.75	\$4.95	\$29.70	\$29.70	\$118.80
Lentz Health Center	PM-QTRLY	M13 PleatLink® 12 x 115 x 2	1	\$28.88	\$5.78	\$34.66	\$34.66	\$138.64
Lentz Health Center	PM-QTRLY	M13 PleatLink® 20 x 140 x 2	6	\$57.75	\$11.55	\$69.30	\$415.80	\$1,663.20
Lentz Health Center	PM-QTRLY	M13 PleatLink® 24 x 75 x 2	1	\$37.13	\$7.43	\$44.56	\$44.56	\$178.24
<b>Lentz Health Center</b>	<b>PM-QTRLY</b>	<b>PleatLink® 20 x 75 x 2</b>	<b>4</b>	<b>\$12.07</b>	<b>\$6.50</b>	<b>\$18.57</b>	<b>\$74.28</b>	<b>\$297.12</b>
Metro Fire Station - 30	PM-QTRLY	M13 PleatLink® 16 x 45 x 2	4	\$14.85	\$2.97	\$17.82	\$71.28	\$285.12
Metro Fire Station - 31	PM-QTRLY	M13 PleatLink® 20 x 45 x 2	2	\$18.98	\$3.80	\$22.78	\$45.56	\$182.24
Metro Fire Station - 33	PM-QTRLY	M13 PleatLink® 20 x 45 x 2	2	\$18.98	\$3.80	\$22.78	\$45.56	\$182.24
<b>Metro Nashville Police Headquarters</b>	<b>PM-QTRLY</b>	<b>M13 PleatLink® 16 x 45 x 2</b>	<b>2</b>	<b>\$14.85</b>	<b>\$2.97</b>	<b>\$17.82</b>	<b>\$35.64</b>	<b>\$142.56</b>
<b>Metro Nashville Police Headquarters</b>	<b>PM-QTRLY</b>	<b>M13 PleatLink® 25 x 115 x 2</b>	<b>2</b>	<b>\$59.40</b>	<b>\$11.88</b>	<b>\$71.28</b>	<b>\$142.56</b>	<b>\$570.24</b>
Metro Nashville Police Headquarters	PM-QTRLY	M13 PleatLink®16x105x2	10	\$34.65	\$6.93	\$41.58	\$415.80	\$1,663.20
Metro Nashville Police Headquarters	PM-QTRLY	M13 PleatLink®16x115x2	1	\$37.95	\$7.59	\$45.54	\$45.54	\$182.16
Metro Nashville Police Headquarters	PM-QTRLY	M13 PleatLink®16x60x2	2	\$19.80	\$3.96	\$23.76	\$47.52	\$190.08
Metro Nashville Police Headquarters	PM-QTRLY	M13 PleatLink®20x105x2	5	\$43.73	\$8.75	\$52.48	\$262.40	\$1,049.60
Metro Nashville Police Headquarters	PM-QTRLY	M13 PleatLink®20x115x2	7	\$47.85	\$9.57	\$57.42	\$401.94	\$1,607.76
Metro Nashville Police Headquarters	PM-QTRLY	M13 PleatLink®20x140x2	5	\$57.75	\$11.55	\$69.30	\$346.50	\$1,386.00
Metro Nashville Police Headquarters	PM-QTRLY	M13 PleatLink®20x45x2	2	\$18.98	\$3.80	\$22.78	\$45.56	\$182.24
Metro Nashville Police Headquarters	PM-QTRLY	M13 PleatLink®25x45x2	4	\$23.10	\$4.62	\$27.72	\$110.88	\$443.52
Metro Southeast-1068 (Metro)	PM-QTRLY	M13 PleatLink® 20 x 45 x 2	8	\$18.98	\$3.80	\$22.78	\$182.24	\$728.96
Metro Southeast-1068 (Metro)	PM-QTRLY	M13 PleatLink® 24 x 105 x 2	4	\$51.98	\$10.40	\$62.38	\$249.52	\$998.08
Metro Southeast-1068 (Metro)	PM-QTRLY	M13 PleatLink® 24 x 45 x 2	3	\$22.28	\$4.46	\$26.74	\$80.22	\$320.88
Metro Southeast-1068 (Metro)	PM-QTRLY	M13 PleatLink® 24 x 60 x 2	14	\$29.70	\$5.94	\$35.64	\$498.96	\$1,995.84
Metro Southeast-1068 (Metro)	PM-QTRLY	M13 PleatLink® 24 x 90 x 2	12	\$44.55	\$8.91	\$53.46	\$641.52	\$2,566.08
Metro Southeast-1068 (Metro)	PM-QTRLY	M13 PleatLink® 25 x 115 x 2	20	\$59.40	\$11.88	\$71.28	\$1,425.60	\$5,702.40
Metro Southeast-1068 (Metro)	PM-QTRLY	M13 PleatLink® 25 x 60 x 2	4	\$31.35	\$6.27	\$37.62	\$150.48	\$601.92
Midtown Precinct	PM-QTRLY	M13 PleatLink® 12 x 45 x 2	12	\$11.55	\$2.31	\$13.86	\$166.32	\$665.28
Midtown Precinct	PM-QTRLY	M13 PleatLink® 12 x 45 x 4 - 4" Filter	12	\$25.81	\$6.46	\$32.27	\$387.24	\$1,548.96
North Police	PM-QTRLY	M13 PleatLink® 20 x 75 x 2	2	\$31.35	\$6.27	\$37.62	\$75.24	\$300.96
North Police	PM-QTRLY	M13 PleatLink® 20 x 90 x 2	6	\$37.13	\$7.43	\$44.56	\$267.36	\$1,069.44
Police Training Academy	PM-QTRLY	PleatLink® 16 x 45 x 2	2	\$5.80	\$3.11	\$8.91	\$17.82	\$71.28
Police Training Academy	PM-QTRLY	PleatLink® 20 x 105 x 2	2	\$16.89	\$9.10	\$25.99	\$51.98	\$207.92
Police Training Academy	PM-QTRLY	PleatLink® 20 x 45 x 2	6	\$7.24	\$3.89	\$11.13	\$66.78	\$267.12
Police Training Academy	PM-QTRLY	PleatLink® 25 x 45 x 2	1	\$9.05	\$4.87	\$13.92	\$13.92	\$55.68
South Police	PM-QTRLY	M13 PleatLink® 20 x 45 x 4 - 4" Filter	2	\$42.64	\$10.66	\$53.30	\$106.60	\$426.40
South Police	PM-QTRLY	M13 PleatLink® 20 x 75 x 2	1	\$31.35	\$6.27	\$37.62	\$37.62	\$150.48
South Police	PM-QTRLY	M13 PleatLink 16 x 75 x 2	3	\$24.75	\$4.95	\$29.70	\$89.10	\$356.40
South Police	PM-QTRLY	M13 PleatLink® 20 x 45 x 2	2	\$18.98	\$3.80	\$22.78	\$45.56	\$182.24

General Services list of Filters

Plan for FY2025

Metro Facilities	PM Frequency	M13 Item Description	Quantity	MERV 13 Filter	MERV 13 Installatio	Cost/Filter	Total	Costs through June 2025
							<b>Total</b>	<b>\$72,470.56</b>

Contract start date 09/15/2023 - valid until 09/14/2028

First PO to cover until June 30, 2024	\$53,940.78
PO to cover until June 30, 2025	\$72,470.56
PO to cover until June 30, 2026	\$72,470.56
PO to cover until June 30, 2027	\$72,470.56
PO to cover until June 30, 2028	\$72,470.56
PO to cover until 09/14/2024	\$18,117.64
<b>Total General Services</b>	<b>\$361,940.66</b>

Current released against contract # 6545006	\$99,956.68	As of 04/24/2024 (8 months)
Estimated monthly usage against this contract	\$12,494.59	
Estimated total usage until the expiry date	\$749,675.10	
Buffer for additional filters not planned	\$250,324.90	
Requested revised contract value	\$1,000,000.00	



### Amendment Request Signature Form

<b>Amendment Number</b>	A2024135
<b>Date Received</b>	May 20, 2024

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

*Dennis Rowland*

\_\_\_\_\_  
**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

5/21/2024 | 6:58 AM CDT

\_\_\_\_\_  
Date Signed



### Amendment Request Review

<b>Reviewed By:</b>	Terri Ray		
<b>Contract #:</b>	6545006	<b>Department:</b>	General Services
<b>Amendment Amount:</b>	\$750,000.00	<b>Unique ID No.</b>	A2024
<b>Description:</b>	Provision and Installation of PleatLink® Filters	<b>Method:</b>	N/A

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**Review:**

Amendment 1 for Contract 6545006 for estimated value increase of \$750,000.00 for a revised estimated amount of \$1,000,000.00.

- Request makes no changes to the scope of contract.
- Request has no impact on the current expiration date of 9/14/2028.
- Amendment doesn't modify any exhibits.

Based on the above, amendment is recommended.

## Contract Information

Contract & Solicitation Title:

Contract Summary:

Contract Number:  Solicitation Number:  Requisition Number:

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date):

Type of Contract/PO:  **Requires Council Legislation:**

**High Risk Contract** (Per Finance Department Contract Risk Management Policy):

**Sexual Harassment Training Required** (per BL2018-1281):

Estimated Start Date:  Estimated Expiration Date:  Contract Term:

Estimated Contract Life Value:  Fund:\*  BU:\*

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms:  Selection Method:

Procurement Staff:  BAO Staff:

Procuring Department:  Department(s) Served:

## Prime Contractor Information

Prime Contracting Firm:  ISN#:

Address:  City:  State:  Zip:

Prime Contractor is a : SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)

Prime Company Contact:  Email Address:  Phone #:

**Prime Contractor Signatory:**  **Email Address:**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

Amount:  Percent, if applicable:

*Equal Business Opportunity (EBO) Program:*

MBE Amount:  MBE Percent, if applicable:

WBE Amount:  WBE Percent, if applicable:

*Federal Disadvantaged Business Enterprise:*

Amount:  Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<input type="text" value="Bonded Filter Co. LLC dba BFC Solutions"/>	<input type="checkbox"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="Approved Sole Source Form"/>				
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>				
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>				
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>				



## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (METRO) and **Bonded Filter Co. LLC dba BFC Solutions** (CONTRACTOR) located at **545 Mainstream Drive, Suite 250, Nashville, TN 37228**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Pricing*
  - *Exhibit B - Affidavits*
  - *Exhibit C -Scope of Services*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide and install PleatLink® Filters as outlined in Exhibit C – Scope of Services using the pricing shown in Exhibit A.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

#### 3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$250,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

### **4.4. Escalation/De-escalation**

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.

### **4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon ninety (90) days written notice to CONTRACTOR.

#### **5.3. Notice**

METRO may terminate this Contract at any time upon ninety (90) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within ninety (90) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

### **6. NONDISCRIMINATION**

#### **6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

#### **6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

**6.3. Equal Business Opportunity (EBO) Program Requirement**

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

**6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

**6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

**7. INSURANCE**

**7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

**7.2. Products Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.4. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

**7.6. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Contract 6545006

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

### **7.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be

#### **PROCUREMENTCOI@NASHVILLE.GOV**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract. Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

### **8.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

### **8.4. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

### **8.5. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

### **8.6. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

### **8.7. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

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

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.8. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

### **8.9. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

### **8.10. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

#### **8.11. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

#### **8.12. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

#### **8.13. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

#### **8.14. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

#### **8.15. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

#### **8.16. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.17. Boycott of Israel**

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

**8.18. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.19. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

**8.20. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

**8.21. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

**8.22. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (Preferred Method)**

**OR**

**METRO'S PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

**8.23. Entire Contract**

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

**8.24. Force Majeure**

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

**8.25. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.26. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.27. Severability**

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number: 6545006

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Bonded Filter Co. LLC

Attention: Abbie Harper

Address: 545 Mainstream Drive, Suite 250, Nashville, TN 37228

Telephone: 615-724-0105

Fax: 615-727-5444

E-mail: Abbie.Harper@BFCSolutions.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: Bonded Filter Co. LLC

Attention: Kim Megonnell

Address: 545 Mainstream Drive, Suite 250, Nashville, TN 37228

Email: Kim.Megonnell@BFCSolutions.com

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**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6545006
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	General Services Department
<b>Attention</b>	Glenn Mohon
<b>Address</b>	700 President Ronald Reagan Way, Nashville, TN, 37210
<b>Telephone</b>	615-880-3356
<b>Email</b>	Glenn.Mohon@Nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Contract Administrator</b>	Ava Elsaghir
<b>Title</b>	Contracts Manager
<b>Address</b>	730 President Ronald Reagan Way, Nashville, TN, 37210
<b>Telephone</b>	615-862-8957
<b>Email</b>	Ava.Elsaghir@Nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6545006

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

Velvet Hunter KK  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

Michelle R. Hernandez Lane ML  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

 EJ  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Matthew Garth BC  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

Austin Kyle 9/15/2023  
Metropolitan Clerk Date

**CONTRACTOR:**

Bonded Filter Co LLC., dba BFC Solutions  
Company Name

Kim Megonnell  
Signature of Company's Contracting Officer

Kim Megonnell  
Officer's Name

Chief Revenue Officer  
Officer's Title

6:05 AM PDT

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL10.25.1	M13 PleatLink® 10 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL12.105.2	M13 PleatLink® 12 x 105 x 2	\$25.58	\$5.12	\$30.70
M13PL12.105.4	M13 PleatLink® 12 x 105 x 4 - 4" Filter	\$60.59	\$15.15	\$75.74
M13PL12.115.2	M13 PleatLink® 12 x 115 x 2	\$28.88	\$5.78	\$34.66
M13PL12.115.4	M13 PleatLink® 12 x 115 x 4 - 4" Filter	\$66.20	\$16.56	\$82.76
M13PL12.12.1	M13 PleatLink® 12 x 12 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL12.12.2	M13 PleatLink® 12 x 12 x 2	\$8.25	\$1.73	\$9.98
M13PL12.140.2	M13 PleatLink® 12 x 140 x 2	\$34.65	\$6.93	\$41.58
M13PL12.16.1	M13 PleatLink® 12 x 16 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL12.16.2	M13 PleatLink® 12 x 16 x 2	\$8.25	\$1.73	\$9.98
M13PL12.24.4	M13 PleatLink® 12 x 24 x 4 - 4" Filter	\$13.46	\$3.37	\$16.83
M13PL12.25.1	M13 PleatLink® 12 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL12.25.2	M13 PleatLink® 12 x 25 x 2	\$8.25	\$1.73	\$9.98
M13PL12.25.4	M13 PleatLink® 12 x 25 x 4 - 4" Filter	\$14.59	\$3.65	\$18.24
M13PL12.36.1	M13 PleatLink® 12 x 36 x 1 - 1" Filter	\$9.08	\$1.82	\$10.90
M13PL12.36.2	M13 PleatLink® 12 x 36 x 2	\$9.08	\$1.82	\$10.90
M13PL12.36.4	M13 PleatLink® 12 x 36 x 4 - 4" Filter	\$20.20	\$5.05	\$25.25
M13PL12.45.1	M13 PleatLink® 12 x 45 x 1 - 1" Filter	\$11.55	\$2.31	\$13.86
M13PL12.45.2	M13 PleatLink® 12 x 45 x 2	\$11.55	\$2.31	\$13.86
M13PL12.45.4	M13 PleatLink® 12 x 45 x 4 - 4" Filter	\$25.81	\$6.46	\$32.27
M13PL12.60.1	M13 PleatLink® 12 x 60 x 1 - 1" Filter	\$14.85	\$2.97	\$17.82
M13PL12.60.2	M13 PleatLink® 12 x 60 x 2	\$14.85	\$2.97	\$17.82
M13PL12.60.4	M13 PleatLink® 12 x 60 x 4 - 4" Filter	\$34.78	\$8.70	\$43.48
M13PL12.75.2	M13 PleatLink® 12 x 75 x 2	\$18.98	\$3.80	\$22.78
M13PL12.75.4	M13 PleatLink® 12 x 75 x 4 - 4" Filter	\$42.64	\$10.66	\$53.30
M13PL12.90.1	M13 PleatLink® 12 x 90 x 1 - 1" Filter	\$22.28	\$4.46	\$26.74
M13PL12.90.2	M13 PleatLink® 12 x 90 x 2	\$22.28	\$4.46	\$26.74
M13PL12.90.4	M13 PleatLink® 12 x 90 x 4 - 4" Filter	\$51.61	\$12.90	\$64.51
M13PL14.105.2	M13 PleatLink® 14 x 105 x 2	\$30.53	\$6.11	\$36.64
M13PL14.14.1	M13 PleatLink® 14 x 14 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL14.14.2	M13 PleatLink® 14 x 14 x 2	\$8.25	\$1.73	\$9.98
M13PL14.25.1	M13 PleatLink® 14 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL14.25.2	M13 PleatLink® 14 x 25 x 2	\$8.25	\$1.73	\$9.98
M13PL14.36.1	M13 PleatLink® 14 x 36 x 1 - 1" Filter	\$10.73	\$2.15	\$12.88
M13PL14.36.2	M13 PleatLink® 14 x 36 x 2	\$10.73	\$2.15	\$12.88
M13PL14.45.1	M13 PleatLink® 14 x 45 x 1 - 1" Filter	\$13.20	\$2.64	\$15.84
M13PL14.45.2	M13 PleatLink® 14 x 45 x 2	\$13.20	\$2.64	\$15.84
M13PL14.60.1	M13 PleatLink® 14 x 60 x 1 - 1" Filter	\$17.33	\$3.47	\$20.80

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL14.60.2	M13 PleatLink® 14 x 60 x 2	\$17.33	\$3.47	\$20.80
M13PL14.75.1	M13 PleatLink® 14 x 75 x 1 - 1" Filter	\$21.45	\$4.29	\$25.74
M13PL14.75.2	M13 PleatLink® 14 x 75 x 2	\$21.45	\$4.29	\$25.74
M13PL14.90.2	M13 PleatLink® 14 x 90 x 2	\$25.58	\$5.12	\$30.70
M13PL15.25.1	M13 PleatLink® 15 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL16.105.1	M13 PleatLink® 16 x 105 x 1 - 1" Filter	\$34.65	\$6.93	\$41.58
M13PL16.105.2	M13 PleatLink® 16 x 105 x 2	\$34.65	\$6.93	\$41.58
M13PL16.105.4	M13 PleatLink® 16 x 105 x 4 - 4" Filter	\$79.66	\$19.92	\$99.58
M13PL16.115.1	M13 PleatLink® 16 x 115 x 1 - 1" Filter	\$37.95	\$7.59	\$45.54
M13PL16.115.2	M13 PleatLink® 16 x 115 x 2	\$37.95	\$7.59	\$45.54
M13PL16.115.4	M13 PleatLink® 16 x 115 x 4 - 4" Filter	\$87.52	\$21.88	\$109.40
M13PL16.140.1	M13 PleatLink® 16 x 140 x 1 - 1" Filter	\$46.20	\$9.24	\$55.44
M13PL16.140.2	M13 PleatLink® 16 x 140 x 2	\$46.20	\$9.24	\$55.44
M13PL16.16.1	M13 PleatLink® 16 x 16 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL16.16.2	M13 PleatLink® 16 x 16 x 2	\$8.25	\$1.73	\$9.98
M13PL16.175.2	M13 PleatLink® 16 x 175 x 2	\$57.75	\$11.55	\$69.30
M13PL16.24.4	M13 PleatLink® 16x24x4 - 4" Filter	\$17.95	\$4.49	\$22.44
M13PL16.25.1	M13 PleatLink® 16 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL16.25.2	M13 PleatLink® 16 x 25 x 2	\$8.25	\$1.73	\$9.98
M13PL16.25.4	M13 PleatLink® 16 x 25 x 4 - 4" Filter	\$19.07	\$4.77	\$23.84
M13PL16.36.1	M13 PleatLink® 16 x 36 x 1 - 1" Filter	\$11.55	\$2.31	\$13.86
M13PL16.36.2	M13 PleatLink® 16 x 36 x 2	\$11.55	\$2.31	\$13.86
M13PL16.36.4	M13 PleatLink® 16 x 36 x 4 - 4" Filter	\$26.93	\$6.73	\$33.66
M13PL16.45.1	M13 PleatLink® 16 x 45 x 1 - 1" Filter	\$14.85	\$2.97	\$17.82
M13PL16.45.2	M13 PleatLink® 16 x 45 x 2	\$14.85	\$2.97	\$17.82
M13PL16.45.4	M13 PleatLink® 16 x 45 x 4 - 4" Filter	\$34.78	\$8.70	\$43.48
M13PL16.60.1	M13 PleatLink® 16 x 60 x 1 - 1" Filter	\$19.80	\$3.96	\$23.76
M13PL16.60.2	M13 PleatLink® 16 x 60 x 2	\$19.80	\$3.96	\$23.76
M13PL16.60.4	M13 PleatLink® 16 x 60 x 4 - 4" Filter	\$46.00	\$11.51	\$57.51
M13PL16.75.1	M13 PleatLink® 16 x 75 x 1 - 1" Filter	\$24.75	\$4.95	\$29.70
M13PL16.75.2	M13 PleatLink® 16 x 75 x 2	\$24.75	\$4.95	\$29.70
M13PL16.75.4	M13 PleatLink® 16 x 75 x 4 - 4" Filter	\$57.22	\$14.31	\$71.53
M13PL16.90.1	M13 PleatLink® 16 x 90 x 1 - 1" Filter	\$29.70	\$5.94	\$35.64
M13PL16.90.2	M13 PleatLink® 16 x 90 x 2	\$29.70	\$5.94	\$35.64
M13PL16.90.4	M13 PleatLink® 16 x 90 x 4 - 4" Filter	\$68.44	\$17.12	\$85.56
M13PL18.105.2	M13 PleatLink® 18 x 105 x 2	\$38.78	\$7.76	\$46.54
M13PL18.115.2	M13 PleatLink® 18 x 115 x 2	\$42.90	\$8.58	\$51.48
M13PL18.140.2	M13 PleatLink® 18 x 140 x 2	\$51.98	\$10.40	\$62.38

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL18.18.1	M13 PleatLink® 18 x 18 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL18.25.1	M13 PleatLink® 18 x 25 x 1 - 1" Filter	\$9.08	\$1.82	\$10.90
M13PL18.25.2	M13 PleatLink® 18 x 25 x 2	\$9.08	\$1.82	\$10.90
M13PL18.36.1	M13 PleatLink® 18 x 36 x 1 - 1" Filter	\$13.20	\$2.64	\$15.84
M13PL18.36.2	M13 PleatLink® 18 x 36 x 2	\$13.20	\$2.64	\$15.84
M13PL18.45.1	M13 PleatLink® 18 x 45 x 1 - 1" Filter	\$16.50	\$3.30	\$19.80
M13PL18.45.2	M13 PleatLink® 18 x 45 x 2	\$16.50	\$3.30	\$19.80
M13PL18.60.2	M13 PleatLink® 18 x 60 x 2	\$22.28	\$4.46	\$26.74
M13PL18.75.1	M13 PleatLink® 18 x 75 x 1 - 1" Filter	\$28.05	\$5.61	\$33.66
M13PL18.75.2	M13 PleatLink® 18 x 75 x 2	\$28.05	\$5.61	\$33.66
M13PL18.90.2	M13 PleatLink® 18 x 90 x 2	\$33.00	\$6.60	\$39.60
M13PL20.10.2	M13 PleatLink® 20 x 10 x 2	\$8.25	\$1.73	\$9.98
M13PL20.105.1	M13 PleatLink® 20 x 105 x 1 - 1" Filter	\$43.73	\$8.75	\$52.48
M13PL20.105.2	M13 PleatLink® 20 x 105 x 2	\$43.73	\$8.75	\$52.48
M13PL20.105.4	M13 PleatLink® 20 x 105 x 4 - 4" Filter	\$99.86	\$24.97	\$124.83
M13PL20.115.1	M13 PleatLink® 20 x 115 x 1 - 1" Filter	\$47.85	\$9.57	\$57.42
M13PL20.115.2	M13 PleatLink® 20 x 115 x 2	\$47.85	\$9.57	\$57.42
M13PL20.115.4	M13 PleatLink® 20 x 115 x 4 - 4" Filter	\$109.96	\$27.49	\$137.45
M13PL20.140.1	M13 PleatLink® 20 x 140 x 1 - 1" Filter	\$57.75	\$11.55	\$69.30
M13PL20.140.2	M13 PleatLink® 20 x 140 x 2	\$57.75	\$11.55	\$69.30
M13PL20.140.4	M13 PleatLink® 20 x 140 x 4 - 4" Filter	\$133.52	\$33.39	\$166.91
M13PL20.16.1	M13 PleatLink® 20 x 16 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL20.16.2	M13 PleatLink® 20 x 16 x 2	\$8.25	\$1.73	\$9.98
M13PL20.175.2	M13 PleatLink® 20 x 175 x 2	\$72.60	\$14.52	\$87.12
M13PL20.208.1	M13 PleatLink® 20 x 208 x 1 - 1" Filter	\$85.80	\$17.16	\$102.96
M13PL20.25.1	M13 PleatLink® 20 x 25 x 1 - 1" Filter	\$10.73	\$2.15	\$12.88
M13PL20.25.2	M13 PleatLink® 20 x 25 x 2	\$10.73	\$2.15	\$12.88
M13PL20.25.4	M13 PleatLink® 20 x 25 x 4 - 4" Filter	\$23.56	\$5.90	\$29.46
M13PL20.36.1	M13 PleatLink® 20 x 36 x 1 - 1" Filter	\$14.85	\$2.97	\$17.82
M13PL20.36.2	M13 PleatLink® 20 x 36 x 2	\$14.85	\$2.97	\$17.82
M13PL20.36.4	M13 PleatLink® 20 x 36 x 4 - 4" Filter	\$34.78	\$8.70	\$43.48
M13PL20.45.1	M13 PleatLink® 20 x 45 x 1 - 1" Filter	\$18.98	\$3.80	\$22.78
M13PL20.45.2	M13 PleatLink® 20 x 45 x 2	\$18.98	\$3.80	\$22.78
M13PL20.45.4	M13 PleatLink® 20 x 45 x 4 - 4" Filter	\$42.64	\$10.66	\$53.30
M13PL20.60.1	M13 PleatLink® 20 x 60 x 1 - 1" Filter	\$24.75	\$4.95	\$29.70
M13PL20.60.2	M13 PleatLink® 20 x 60 x 2	\$24.75	\$4.95	\$29.70
M13PL20.60.4	M13 PleatLink® 20 x 60 x 4 - 4" Filter	\$57.22	\$14.31	\$71.53
M13PL20.75.1	M13 PleatLink® 20 x 75 x 1 - 1" Filter	\$31.35	\$6.27	\$37.62

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL20.75.2	M13 PleatLink® 20 x 75 x 2	\$31.35	\$6.27	\$37.62
M13PL20.75.4	M13 PleatLink® 20 x 75 x 4 - 4" Filter	\$71.81	\$17.95	\$89.76
M13PL20.90.1	M13 PleatLink® 20 x 90 x 1 - 1" Filter	\$37.13	\$7.43	\$44.56
M13PL20.90.2	M13 PleatLink® 20 x 90 x 2	\$37.13	\$7.43	\$44.56
M13PL20.90.4	M13 PleatLink® 20 x 90 x 4 - 4" Filter	\$86.39	\$21.60	\$107.99
M13PL22.22.1	M13 PleatLink® 22 x 22 x 1 - 1" Filter	\$9.90	\$1.98	\$11.88
M13PL22.25.1	M13 PleatLink® 22 x 25 x 1 - 1" Filter	\$11.55	\$2.31	\$13.86
M13PL22.36.2	M13 PleatLink® 22 x 36 x 2	\$16.50	\$3.30	\$19.80
M13PL24.105.1	M13 PleatLink® 24 x 105 x 1 - 1" Filter	\$51.98	\$10.40	\$62.38
M13PL24.105.2	M13 PleatLink® 24 x 105 x 2	\$51.98	\$10.40	\$62.38
M13PL24.105.4	M13 PleatLink® 24 x 105 x 4 - 4" Filter	\$120.05	\$30.02	\$150.07
M13PL24.115.2	M13 PleatLink® 24 x 115 x 2	\$56.93	\$11.39	\$68.32
M13PL24.115.4	M13 PleatLink® 24 x 115 x 4 - 4" Filter	\$131.27	\$32.82	\$164.09
M13PL24.140.1	M13 PleatLink® 24 x 140 x 1 - 1" Filter	\$69.30	\$13.86	\$83.16
M13PL24.140.2	M13 PleatLink® 24 x 140 x 2	\$69.30	\$13.86	\$83.16
M13PL24.140.4	M13 PleatLink® 24 x 140 x 4 - 4" Filter	\$160.45	\$40.12	\$200.57
M13PL24.175.2	M13 PleatLink® 24 x 175 x 2	\$86.63	\$17.33	\$103.96
M13PL24.205.2	M13 PleatLink® 24 x 205 x 2	\$101.48	\$20.30	\$121.78
M13PL24.215.2	M13 PleatLink® 24 x 215 x 2	\$106.43	\$21.29	\$127.72
M13PL24.24.1	M13 PleatLink® 24 x 24 x 1 - 1" Filter	\$11.55	\$2.31	\$13.86
M13PL24.24.2	M13 PleatLink® 24 x 24 x 2	\$11.55	\$2.31	\$13.86
M13PL24.24.4	M13 PleatLink® 24 x 24 x 4 - 4" Filter	\$26.93	\$6.73	\$33.66
M13PL24.36.1	M13 PleatLink® 24 x 36 x 1 - 1" Filter	\$18.15	\$3.63	\$21.78
M13PL24.36.2	M13 PleatLink® 24 x 36 x 2	\$18.15	\$3.63	\$21.78
M13PL24.36.4	M13 PleatLink® 24 x 36 x 4 - 4" Filter	\$41.51	\$10.38	\$51.89
M13PL24.45.1	M13 PleatLink® 24 x 45 x 1 - 1" Filter	\$22.28	\$4.46	\$26.74
M13PL24.45.2	M13 PleatLink® 24 x 45 x 2	\$22.28	\$4.46	\$26.74
M13PL24.45.4	M13 PleatLink® 24 x 45 x 4 - 4" Filter	\$51.61	\$12.90	\$64.51
M13PL24.60.2	M13 PleatLink® 24 x 60 x 2	\$29.70	\$5.94	\$35.64
M13PL24.60.4	M13 PleatLink® 24 x 60 x 4 - 4" Filter	\$68.44	\$17.12	\$85.56
M13PL24.75.1	M13 PleatLink® 24 x 75 x 1 - 1" Filter	\$37.13	\$7.43	\$44.56
M13PL24.75.2	M13 PleatLink® 24 x 75 x 2	\$37.13	\$7.43	\$44.56
M13PL24.75.4	M13 PleatLink® 24 x 75 x 4 - 4" Filter	\$86.39	\$21.60	\$107.99
M13PL24.90.1	M13 PleatLink® 24 x 90 x 1 - 1" Filter	\$44.55	\$8.91	\$53.46
M13PL24.90.2	M13 PleatLink® 24 x 90 x 2	\$44.55	\$8.91	\$53.46
M13PL24.90.4	M13 PleatLink® 24 x 90 x 4 - 4" Filter	\$103.22	\$25.81	\$129.03
M13PL25.10.1	M13 PleatLink® 25 x 10 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL25.10.2	M13 PleatLink® 25 x 10 x 2	\$8.25	\$1.73	\$9.98

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL25.105.1	M13 PleatLink® 25 x 105 x 1 - 1" Filter	\$54.45	\$10.89	\$65.34
M13PL25.105.2	M13 PleatLink® 25 x 105 x 2	\$54.45	\$10.89	\$65.34
M13PL25.105.4	M13 PleatLink® 25 x 105 x 4 - 4" Filter	\$125.66	\$31.42	\$157.08
M13PL25.115.1	M13 PleatLink® 25 x 115 x 1 - 1" Filter	\$59.40	\$11.88	\$71.28
M13PL25.115.2	M13 PleatLink® 25 x 115 x 2	\$59.40	\$11.88	\$71.28
M13PL25.115.4	M13 PleatLink® 25 x 115 x 4 - 4" Filter	\$136.88	\$34.22	\$171.10
M13PL25.140.2	M13 PleatLink® 25 x 140 x 2	\$72.60	\$14.52	\$87.12
M13PL25.175.2	M13 PleatLink® 25 x 175 x 2	\$89.93	\$17.99	\$107.92
M13PL25.25.1	M13 PleatLink® 25 x 25 x 1 - 1" Filter	\$13.20	\$2.64	\$15.84
M13PL25.25.2	M13 PleatLink® 25 x 25 x 2	\$13.20	\$2.64	\$15.84
M13PL25.25.4	M13 PleatLink® 25 x 25 x 4 - 4" Filter	\$30.29	\$7.58	\$37.87
M13PL25.36.1	M13 PleatLink® 25 x 36 x 1 - 1" Filter	\$18.98	\$3.80	\$22.78
M13PL25.36.2	M13 PleatLink® 25 x 36 x 2	\$18.98	\$3.80	\$22.78
M13PL25.36.4	M13 PleatLink® 25 x 36 x 4 - 4" Filter	\$42.64	\$10.66	\$53.30
M13PL25.45.1	M13 PleatLink® 25 x 45 x 1 - 1" Filter	\$23.10	\$4.62	\$27.72
M13PL25.45.2	M13 PleatLink® 25 x 45 x 2	\$23.10	\$4.62	\$27.72
M13PL25.45.4	M13 PleatLink® 25 x 45 x 4 - 4" Filter	\$53.86	\$13.46	\$67.32
M13PL25.60.1	M13 PleatLink® 25 x 60 x 1 - 1" Filter	\$31.35	\$6.27	\$37.62
M13PL25.60.2	M13 PleatLink® 25 x 60 x 2	\$31.35	\$6.27	\$37.62
M13PL25.60.4	M13 PleatLink® 25 x 60 x 4 - 4" Filter	\$71.81	\$17.95	\$89.76
M13PL25.75.1	M13 PleatLink® 25 x 75 x 1 - 1" Filter	\$38.78	\$7.76	\$46.54
M13PL25.75.2	M13 PleatLink® 25 x 75 x 2	\$38.78	\$7.76	\$46.54
M13PL25.75.4	M13 PleatLink® 25 x 75 x 4 - 4" Filter	\$89.76	\$22.44	\$112.20
M13PL25.90.1	M13 PleatLink® 25 x 90 x 1 - 1" Filter	\$46.20	\$9.24	\$55.44
M13PL25.90.2	M13 PleatLink® 25 x 90 x 2	\$46.20	\$9.24	\$55.44
M13PL25.90.4	M13 PleatLink® 25 x 90 x 4 - 4" Filter	\$107.71	\$26.93	\$134.64
M13PL30.115.1	M13 PleatLink® 30 x 115 x 1 - 1" Filter	\$70.95	\$14.19	\$85.14
M13PL30.115.2	M13 PleatLink® 30 x 115 x 2	\$70.95	\$14.19	\$85.14
M13PL30.25.1	M13 PleatLink® 30 x 25 x 1 - 1" Filter	\$15.68	\$3.14	\$18.82
M13PL30.25.2	M13 PleatLink® 30 x 25 x 2	\$15.68	\$3.14	\$18.82
M13PL30.30.1	M13 PleatLink® 30 x 30 x 1 - 1" Filter	\$18.98	\$3.80	\$22.78
M13PL30.36.1	M13 PleatLink® 30 x 36 x 1 - 1" Filter	\$22.28	\$4.46	\$26.74
M13PL30.36.2	M13 PleatLink® 30 x 36 x 2	\$22.28	\$4.46	\$26.74
M13PL30.45.1	M13 PleatLink® 30 x 45 x 1 - 1" Filter	\$28.05	\$5.61	\$33.66
M13PL30.45.2	M13 PleatLink® 30 x 45 x 2	\$28.05	\$5.61	\$33.66
M13PL30.60.2	M13 PleatLink® 30 x 60 x 2	\$37.13	\$7.43	\$44.56
M13PL30.75.1	M13 PleatLink® 30 x 75 x 1 - 1" Filter	\$46.20	\$9.24	\$55.44
M13PL30.75.2	M13 PleatLink® 30 x 75 x 2	\$46.20	\$9.24	\$55.44

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL30.90.1	M13 PleatLink® 30 x 90 x 1 - 1" Filter	\$56.10	\$11.22	\$67.32
M13PL30.90.2	M13 PleatLink® 30 x 90 x 2	\$56.10	\$11.22	\$67.32
M13PL35.45.2	M13 PleatLink® 35 x 45 x 2 (2-20x36x2)	\$32.18	\$6.44	\$38.62
M13PL8.36.2	M13 PleatLink® 8 x 36 x 2	\$8.25	\$1.73	\$9.98
PL10.105.2	PleatLink® 10 x 105 x 2	\$8.45	\$4.54	\$12.99
PL10.115.2	PleatLink® 10 x 115 x 2	\$9.25	\$4.98	\$14.23
PL10.25.1	PleatLink® 10 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL10.25.2	PleatLink® 10 x 25 x 2	\$3.22	\$1.73	\$4.95
PL10.36.1	PleatLink® 10 x 36 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL10.36.2	PleatLink® 10 x 36 x 2	\$3.22	\$1.73	\$4.95
PL10.45.1	PleatLink® 10 x 45 x 1 - 1" Filter	\$3.62	\$1.95	\$5.57
PL10.45.2	PleatLink® 10 x 45 x 2	\$3.62	\$1.95	\$5.57
PL10.60.4	PleatLink® 10 x 60 x 4 - 4" Filter	\$8.21	\$4.42	\$12.63
PL10.70.1	PleatLink® 10 x 70 x 1 - 1" Filter	\$5.63	\$3.04	\$8.67
PL10.75.2	PleatLink® 10 x 75 x 2	\$6.04	\$3.25	\$9.29
PL10.90.2	PleatLink® 10 x 90 x 2	\$7.24	\$3.89	\$11.13
PL12.105.2	PleatLink® 12 x 105 x 2	\$10.14	\$5.46	\$15.60
PL12.115.1	PleatLink® 12 x 115 x 1 - 1" Filter	\$11.10	\$5.97	\$17.07
PL12.115.2	PleatLink® 12 x 115 x 2	\$11.10	\$5.97	\$17.07
PL12.115.4	PleatLink® 12 x 115 x 4 - 4" Filter	\$18.87	\$10.16	\$29.03
PL12.12.1	PleatLink® 12 x 12 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL12.12.2	PleatLink® 12 x 12 x 2	\$3.22	\$1.73	\$4.95
PL12.140.2	PleatLink® 12 x 140 x 2	\$13.52	\$7.27	\$20.79
PL12.16.1	PleatLink® 12 x 16 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL12.16.2	PleatLink® 12 x 16 x 2	\$3.22	\$1.73	\$4.95
PL12.175.2	PleatLink® 12 x 175 x 2	\$16.89	\$9.10	\$25.99
PL12.24.4	PleatLink® 12 x 24 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL12.25.1	PleatLink® 12 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL12.25.2	PleatLink® 12 x 25 x 2	\$3.22	\$1.73	\$4.95
PL12.25.4	PleatLink® 12 x 25 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL12.36.1	PleatLink® 12 x 36 x 1 - 1" Filter	\$3.48	\$1.87	\$5.35
PL12.36.2	PleatLink® 12 x 36 x 2	\$3.48	\$1.87	\$5.35
PL12.36.4	PleatLink® 12 x 36 x 4 - 4" Filter	\$5.91	\$3.18	\$9.09
PL12.45.1	PleatLink® 12 x 45 x 1 - 1" Filter	\$4.35	\$2.34	\$6.69
PL12.45.2	PleatLink® 12 x 45 x 2	\$4.35	\$2.34	\$6.69
PL12.45.4	PleatLink® 12 x 45 x 4 - 4" Filter	\$7.38	\$3.98	\$11.36
PL12.60.1	PleatLink® 12 x 60 x 1 - 1" Filter	\$5.80	\$3.11	\$8.91
PL12.60.2	PleatLink® 12 x 60 x 2	\$5.80	\$3.11	\$8.91

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL12.60.4	PleatLink® 12 x 60 x 4 - 4" Filter	\$9.85	\$5.30	\$15.15
PL12.75.2	PleatLink® 12 x 75 x 2	\$7.24	\$3.89	\$11.13
PL12.75.4	PleatLink® 12 x 75 x 4 - 4" Filter	\$12.31	\$6.62	\$18.93
PL12.90.1	PleatLink® 12 x 90 x 1 - 1" Filter	\$8.69	\$4.68	\$13.37
PL12.90.2	PleatLink® 12 x 90 x 2	\$8.69	\$4.68	\$13.37
PL12.90.4	PleatLink® 12 x 90 x 4 - 4" Filter	\$14.77	\$7.95	\$22.72
PL14.105.2	PleatLink® 14 x 105 x 2	\$11.83	\$6.37	\$18.20
PL14.14.1	PleatLink® 14 x 14 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL14.14.2	PleatLink® 14 x 14 x 2	\$3.22	\$1.73	\$4.95
PL14.25.1	PleatLink® 14 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL14.25.2	PleatLink® 14 x 25 x 2	\$3.22	\$1.73	\$4.95
PL14.36.1	PleatLink® 14 x 36 x 1 - 1" Filter	\$4.06	\$2.18	\$6.24
PL14.36.2	PleatLink® 14 x 36 x 2	\$4.06	\$2.18	\$6.24
PL14.45.1	PleatLink® 14 x 45 x 1 - 1" Filter	\$5.07	\$2.73	\$7.80
PL14.45.2	PleatLink® 14 x 45 x 2	\$5.07	\$2.73	\$7.80
PL14.60.1	PleatLink® 14 x 60 x 1 - 1" Filter	\$6.75	\$3.64	\$10.39
PL14.60.2	PleatLink® 14 x 60 x 2	\$6.75	\$3.64	\$10.39
PL14.75.1	PleatLink® 14 x 75 x 1 - 1" Filter	\$8.45	\$4.54	\$12.99
PL14.75.2	PleatLink® 14 x 75 x 2	\$8.45	\$4.54	\$12.99
PL14.90.1	PleatLink® 14 x 90 x 1 - 1" Filter	\$10.14	\$5.46	\$15.60
PL14.90.2	PleatLink® 14 x 90 x 2	\$10.14	\$5.46	\$15.60
PL15.15.2	PleatLink® 15 x 15 x 2	\$3.22	\$1.73	\$4.95
PL16.105.1	PleatLink® 16 x 105 x 1 - 1" Filter	\$13.52	\$7.27	\$20.79
PL16.105.2	PleatLink® 16 x 105 x 2	\$13.52	\$7.27	\$20.79
PL16.105.4	PleatLink® 16 x 105 x 4 - 4" Filter	\$22.97	\$12.38	\$35.35
PL16.115.1	PleatLink® 16 x 115 x 1 - 1" Filter	\$14.81	\$7.96	\$22.77
PL16.115.2	PleatLink® 16 x 115 x 2	\$14.81	\$7.96	\$22.77
PL16.115.4	PleatLink® 16 x 115 x 4 - 4" Filter	\$25.16	\$13.55	\$38.71
PL16.140.1	PleatLink® 16 x 140 x 1 - 1" Filter	\$18.02	\$9.70	\$27.72
PL16.140.2	PleatLink® 16 x 140 x 2	\$18.02	\$9.70	\$27.72
PL16.16.1	PleatLink® 16 x 16 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL16.16.2	PleatLink® 16 x 16 x 2	\$3.22	\$1.73	\$4.95
PL16.175.2	PleatLink® 16 x 175 x 2	\$22.53	\$12.12	\$34.65
PL16.25.1	PleatLink® 16 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL16.25.2	PleatLink® 16 x 25 x 2	\$3.22	\$1.73	\$4.95
PL16.25.4	PleatLink® 16 x 25 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL16.36.1	PleatLink® 16 x 36 x 1 - 1" Filter	\$4.63	\$2.50	\$7.13
PL16.36.2	PleatLink® 16 x 36 x 2	\$4.63	\$2.50	\$7.13

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL16.36.4	PleatLink® 16 x 36 x 4 - 4" Filter	\$7.88	\$4.25	\$12.13
PL16.45.1	PleatLink® 16 x 45 x 1 - 1" Filter	\$5.80	\$3.11	\$8.91
PL16.45.2	PleatLink® 16 x 45 x 2	\$5.80	\$3.11	\$8.91
PL16.45.2M11	PleatLink® 16 x 45 x 2 MERV 11	\$5.80	\$3.11	\$8.91
PL16.45.4	PleatLink® 16 x 45 x 4 - 4" Filter	\$9.85	\$5.30	\$15.15
PL16.60.1	PleatLink® 16 x 60 x 1 - 1" Filter	\$7.72	\$4.16	\$11.88
PL16.60.2	PleatLink® 16 x 60 x 2	\$7.72	\$4.16	\$11.88
PL16.60.4	PleatLink® 16 x 60 x 4 - 4" Filter	\$13.12	\$7.07	\$20.19
PL16.75.1	PleatLink® 16 x 75 x 1 - 1" Filter	\$9.66	\$5.19	\$14.85
PL16.75.2	PleatLink® 16 x 75 x 2	\$9.66	\$5.19	\$14.85
PL16.75.4	PleatLink® 16 x 75 x 4 - 4" Filter	\$16.41	\$8.83	\$25.24
PL16.90.1	PleatLink® 16 x 90 x 1 - 1" Filter	\$11.58	\$6.24	\$17.82
PL16.90.2	PleatLink® 16 x 90 x 2	\$11.58	\$6.24	\$17.82
PL16.90.4	PleatLink® 16 x 90 x 4 - 4" Filter	\$19.69	\$10.60	\$30.29
PL18.105.1	PleatLink® 18 x 105 x 1 - 1" Filter	\$15.20	\$8.18	\$23.38
PL18.105.2	PleatLink® 18 x 105 x 2	\$15.20	\$8.18	\$23.38
PL18.115.2	PleatLink® 18 x 115 x 2	\$16.65	\$8.97	\$25.62
PL18.140.2	PleatLink® 18 x 140 x 2	\$20.27	\$10.91	\$31.18
PL18.175.2	PleatLink® 18 x 175 x 2	\$25.34	\$13.64	\$38.98
PL18.18.1	PleatLink® 18 x 18 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL18.25.1	PleatLink® 18 x 25 x 1 - 1" Filter	\$3.62	\$1.95	\$5.57
PL18.25.2	PleatLink® 18 x 25 x 2	\$3.62	\$1.95	\$5.57
PL18.36.1	PleatLink® 18 x 36 x 1 - 1" Filter	\$5.21	\$2.81	\$8.02
PL18.36.2	PleatLink® 18 x 36 x 2	\$5.21	\$2.81	\$8.02
PL18.45.1	PleatLink® 18 x 45 x 1 - 1" Filter	\$6.51	\$3.51	\$10.02
PL18.45.2	PleatLink® 18 x 45 x 2	\$6.51	\$3.51	\$10.02
PL18.60.1	PleatLink® 18 x 60 x 1 - 1" Filter	\$8.69	\$4.68	\$13.37
PL18.60.2	PleatLink® 18 x 60 x 2	\$8.69	\$4.68	\$13.37
PL18.75.1	PleatLink® 18 x 75 x 1 - 1" Filter	\$10.86	\$5.85	\$16.71
PL18.75.2	PleatLink® 18 x 75 x 2	\$10.86	\$5.85	\$16.71
PL18.90.2	PleatLink® 18 x 90 x 2	\$13.02	\$7.02	\$20.04
PL20.10.2	PleatLink® 20 x 10 x 2	\$3.22	\$1.73	\$4.95
PL20.105.1	PleatLink® 20 x 105 x 1 - 1" Filter	\$16.89	\$9.10	\$25.99
PL20.105.2	PleatLink® 20 x 105 x 2	\$16.89	\$9.10	\$25.99
PL20.105.4	PleatLink® 20 x 105 x 4 - 4" Filter	\$28.71	\$15.47	\$44.18
PL20.115.1	PleatLink® 20 x 115 x 1 - 1" Filter	\$18.50	\$9.97	\$28.47
PL20.115.2	PleatLink® 20 x 115 x 2	\$18.50	\$9.97	\$28.47
PL20.115.4	PleatLink® 20 x 115 x 4 - 4" Filter	\$31.45	\$16.94	\$48.39

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL20.140.1	PleatLink® 20 x 140 x 1 - 1" Filter	\$22.53	\$12.12	\$34.65
PL20.140.2	PleatLink® 20 x 140 x 2	\$22.53	\$12.12	\$34.65
PL20.140.4	PleatLink® 20 x 140 x 4 - 4" Filter	\$38.29	\$20.61	\$58.90
PL20.16.1	PleatLink® 20 x 16 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL20.16.2	PleatLink® 20 x 16 x 2	\$3.22	\$1.73	\$4.95
PL20.160.2	PleatLink® 20 x 160 x 2	\$25.74	\$13.86	\$39.60
PL20.175.2	PleatLink® 20 x 175 x 2	\$28.16	\$15.16	\$43.32
PL20.208.1	PleatLink® 20 x 208 x 1 - 1" Filter	\$33.46	\$18.02	\$51.48
PL20.25.1	PleatLink® 20 x 25 x 1 - 1" Filter	\$4.02	\$2.17	\$6.19
PL20.25.2	PleatLink® 20 x 25 x 2	\$4.02	\$2.17	\$6.19
PL20.25.4	PleatLink® 20 x 25 x 4 - 4" Filter	\$6.83	\$3.69	\$10.52
PL20.36.1	PleatLink® 20 x 36 x 1 - 1" Filter	\$5.80	\$3.11	\$8.91
PL20.36.2	PleatLink® 20 x 36 x 2	\$5.80	\$3.11	\$8.91
PL20.36.4	PleatLink® 20 x 36 x 4 - 4" Filter	\$9.85	\$5.30	\$15.15
PL20.45.1	PleatLink® 20 x 45 x 1 - 1" Filter	\$7.24	\$3.89	\$11.13
PL20.45.2	PleatLink® 20 x 45 x 2	\$7.24	\$3.89	\$11.13
PL20.45.4	PleatLink® 20 x 45 x 4 - 4" Filter	\$12.31	\$6.62	\$18.93
PL20.60.1	PleatLink® 20 x 60 x 1 - 1" Filter	\$9.66	\$5.19	\$14.85
PL20.60.2	PleatLink® 20 x 60 x 2	\$9.66	\$5.19	\$14.85
PL20.60.4	PleatLink® 20 x 60 x 4 - 4" Filter	\$16.41	\$8.83	\$25.24
PL20.75.1	PleatLink® 20 x 75 x 1 - 1" Filter	\$12.07	\$6.50	\$18.57
PL20.75.2	PleatLink® 20 x 75 x 2	\$12.07	\$6.50	\$18.57
PL20.75.4	PleatLink® 20 x 75 x 4 - 4" Filter	\$20.52	\$11.04	\$31.56
PL20.90.1	PleatLink® 20 x 90 x 1 - 1" Filter	\$14.48	\$7.80	\$22.28
PL20.90.2	PleatLink® 20 x 90 x 2	\$14.48	\$7.80	\$22.28
PL20.90.4	PleatLink® 20 x 90 x 4 - 4" Filter	\$24.61	\$13.26	\$37.87
PL22.140.2	PleatLink® 22 x 140 x 2	\$24.77	\$13.34	\$38.11
PL22.22.1	PleatLink® 22 x 22 x 1 - 1" Filter	\$3.89	\$2.09	\$5.98
PL22.22.2	PleatLink® 22 x 22 x 2	\$3.89	\$2.09	\$5.98
PL22.25.1	PleatLink® 22 x 25 x 1 - 1" Filter	\$4.42	\$2.39	\$6.81
PL22.25.2	PleatLink® 22 x 25 x 2	\$4.42	\$2.39	\$6.81
PL22.36.1	PleatLink® 22 x 36 x 1 - 1" Filter	\$6.37	\$3.43	\$9.80
PL22.36.2	PleatLink® 22 x 36 x 2	\$6.37	\$3.43	\$9.80
PL22.45.1	PleatLink® 22 x 45 x 1 - 1" Filter	\$7.96	\$4.29	\$12.25
PL22.45.2	PleatLink® 22 x 45 x 2	\$7.96	\$4.29	\$12.25
PL23.105.2	PleatLink® 23 x 105 x 2	\$19.43	\$10.46	\$29.89
PL24.105.1	PleatLink® 24 x 105 x 1 - 1" Filter	\$20.27	\$10.91	\$31.18
PL24.105.2	PleatLink® 24 x 105 x 2	\$20.27	\$10.91	\$31.18

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL24.105.4	PleatLink® 24 x 105 x 4 - 4" Filter	\$34.45	\$18.56	\$53.01
PL24.115.1	PleatLink® 24 x 115 x 1 - 1" Filter	\$22.20	\$11.96	\$34.16
PL24.115.2	PleatLink® 24 x 115 x 2	\$22.20	\$11.96	\$34.16
PL24.115.4	PleatLink® 24 x 115 x 4 - 4" Filter	\$37.74	\$20.32	\$58.06
PL24.12.4	PleatLink® 24 x 12 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL24.140.1	PleatLink® 24 x 140 x 1 - 1" Filter	\$27.03	\$14.55	\$41.58
PL24.140.2	PleatLink® 24 x 140 x 2	\$27.03	\$14.55	\$41.58
PL24.140.4	PleatLink® 24 x 140 x 4 - 4" Filter	\$45.95	\$24.74	\$70.69
PL24.175.2	PleatLink® 24 x 175 x 2	\$33.78	\$18.19	\$51.97
PL24.20.2	PleatLink® 24 x 20 x 2	\$3.86	\$2.08	\$5.94
PL24.205.2	PleatLink® 24 x 205 x 2	\$39.58	\$21.31	\$60.89
PL24.215.2	PleatLink® 24 x 215 x 2	\$41.50	\$22.35	\$63.85
PL24.24.1	PleatLink® 24 x 24 x 1 - 1" Filter	\$4.63	\$2.50	\$7.13
PL24.24.2	PleatLink® 24 x 24 x 2	\$4.63	\$2.50	\$7.13
PL24.24.4	PleatLink® 24 x 24 x 4 - 4" Filter	\$7.88	\$4.25	\$12.13
PL24.36.1	PleatLink® 24 x 36 x 1 - 1" Filter	\$6.95	\$3.74	\$10.69
PL24.36.2	PleatLink® 24 x 36 x 2	\$6.95	\$3.74	\$10.69
PL24.36.4	PleatLink® 24 x 36 x 4 - 4" Filter	\$11.81	\$6.36	\$18.17
PL24.45.1	PleatLink® 24 x 45 x 1 - 1" Filter	\$8.69	\$4.68	\$13.37
PL24.45.2	PleatLink® 24 x 45 x 2	\$8.69	\$4.68	\$13.37
PL24.45.4	PleatLink® 24 x 45 x 4 - 4" Filter	\$14.77	\$7.95	\$22.72
PL24.60.1	PleatLink® 24 x 60 x 1 - 1" Filter	\$11.58	\$6.24	\$17.82
PL24.60.2	PleatLink® 24 x 60 x 2	\$11.58	\$6.24	\$17.82
PL24.60.4	PleatLink® 24 x 60 x 4 - 4" Filter	\$19.69	\$10.60	\$30.29
PL24.75.1	PleatLink® 24 x 75 x 1 - 1" Filter	\$14.48	\$7.80	\$22.28
PL24.75.2	PleatLink® 24 x 75 x 2	\$14.48	\$7.80	\$22.28
PL24.75.4	PleatLink® 24 x 75 x 4 - 4" Filter	\$24.61	\$13.26	\$37.87
PL24.90.1	PleatLink® 24 x 90 x 1 - 1" Filter	\$17.38	\$9.35	\$26.73
PL24.90.2	PleatLink® 24 x 90 x 2	\$17.38	\$9.35	\$26.73
PL24.90.4	PleatLink® 24 x 90 x 4 - 4" Filter	\$29.54	\$15.91	\$45.45
PL25.10.1	PleatLink® 25 x 10 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL25.10.2	PleatLink® 25 x 10 x 2	\$3.22	\$1.73	\$4.95
PL25.105.1	PleatLink® 25 x 105 x 1 - 1" Filter	\$21.11	\$11.37	\$32.48
PL25.105.2	PleatLink® 25 x 105 x 2	\$21.11	\$11.37	\$32.48
PL25.105.4	PleatLink® 25 x 105 x 4 - 4" Filter	\$35.89	\$19.33	\$55.22
PL25.115.1	PleatLink® 25 x 115 x 1 - 1" Filter	\$23.12	\$12.45	\$35.57
PL25.115.2	PleatLink® 25 x 115 x 2	\$23.12	\$12.45	\$35.57
PL25.115.4	PleatLink® 25 x 115 x 4 - 4" Filter	\$39.31	\$21.16	\$60.47

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL25.140.2	PleatLink® 25 x 140 x 2	\$28.16	\$15.16	\$43.32
PL25.16.4	PleatLink® 25 x 16 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL25.175.2	PleatLink® 25 x 175 x 2	\$35.19	\$18.95	\$54.14
PL25.20.2	PleatLink® 25 x 20 x 2	\$4.02	\$2.17	\$6.19
PL25.25.1	PleatLink® 25 x 25 x 1 - 1" Filter	\$5.03	\$2.71	\$7.74
PL25.25.2	PleatLink® 25 x 25 x 2	\$5.03	\$2.71	\$7.74
PL25.25.4	PleatLink® 25 x 25 x 4 - 4" Filter	\$8.55	\$4.60	\$13.15
PL25.36.1	PleatLink® 25 x 36 x 1 - 1" Filter	\$7.24	\$3.89	\$11.13
PL25.36.2	PleatLink® 25 x 36 x 2	\$7.24	\$3.89	\$11.13
PL25.36.4	PleatLink® 25 x 36 x 4 - 4" Filter	\$12.31	\$6.62	\$18.93
PL25.45.1	PleatLink® 25 x 45 x 1 - 1" Filter	\$9.05	\$4.87	\$13.92
PL25.45.2	PleatLink® 25 x 45 x 2	\$9.05	\$4.87	\$13.92
PL25.45.4	PleatLink® 25 x 45 x 4 - 4" Filter	\$15.39	\$8.28	\$23.67
PL25.60.1	PleatLink® 25 x 60 x 1 - 1" Filter	\$12.07	\$6.50	\$18.57
PL25.60.2	PleatLink® 25 x 60 x 2	\$12.07	\$6.50	\$18.57
PL25.60.4	PleatLink® 25 x 60 x 4 - 4" Filter	\$20.52	\$11.04	\$31.56
PL25.75.1	PleatLink® 25 x 75 x 1 - 1" Filter	\$15.08	\$8.12	\$23.20
PL25.75.2	PleatLink® 25 x 75 x 2	\$15.08	\$8.12	\$23.20
PL25.75.4	PleatLink® 25 x 75 x 4 - 4" Filter	\$25.64	\$13.81	\$39.45
PL25.90.1	PleatLink® 25 x 90 x 1 - 1" Filter	\$18.10	\$9.75	\$27.85
PL25.90.2	PleatLink® 25 x 90 x 2	\$18.10	\$9.75	\$27.85
PL25.90.4	PleatLink® 25 x 90 x 4 - 4" Filter	\$30.77	\$16.57	\$47.34
PL27.36.1	PleatLink® 27 x 36 x 1 - 1" Filter	\$7.82	\$4.21	\$12.03
PL27.36.2	PleatLink® 27 x 36 x 2	\$7.82	\$4.21	\$12.03
PL28.140.2	PleatLink® 28 x 140 x 2	\$31.54	\$16.97	\$48.51
PL28.25.1	PleatLink® 28 x 25 x 1 - 1" Filter	\$5.63	\$3.04	\$8.67
PL28.36.2	PleatLink® 28 x 36 x 2	\$8.11	\$4.37	\$12.48
PL28.45.1	PleatLink® 28 x 45 x 1 - 1" Filter	\$10.14	\$5.46	\$15.60
PL28.45.2	PleatLink® 28 x 45 x 2	\$10.14	\$5.46	\$15.60
PL28.45.4	PleatLink® 28 x 45 x 4 - 4" Filter	\$17.24	\$9.27	\$26.51
PL28.60.2	PleatLink® 28 x 60 x 2	\$13.52	\$7.27	\$20.79
PL28.75.2	PleatLink® 28 x 75 x 2	\$16.89	\$9.10	\$25.99
PL30.115.1	PleatLink® 30 x 115 x 1 - 1" Filter	\$27.75	\$14.94	\$42.69
PL30.115.2	PleatLink® 30 x 115 x 2	\$27.75	\$14.94	\$42.69
PL30.140.2	PleatLink® 30 x 140 x 2	\$33.78	\$18.19	\$51.97
PL30.15.1	PleatLink® 30 x 15 x 1 - 1" Filter	\$3.62	\$1.95	\$5.57
PL30.175.2	PleatLink® 30 x 175 x 2	\$42.23	\$22.74	\$64.97
PL30.25.1	PleatLink® 30 x 25 x 1 - 1" Filter	\$6.04	\$3.25	\$9.29

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL30.25.2	PleatLink® 30 x 25 x 2	\$6.04	\$3.25	\$9.29
PL30.30.1	PleatLink® 30 x 30 x 1 - 1" Filter	\$7.24	\$3.89	\$11.13
PL30.36.1	PleatLink® 30 x 36 x 1 - 1" Filter	\$8.69	\$4.68	\$13.37
PL30.36.2	PleatLink® 30 x 36 x 2	\$8.69	\$4.68	\$13.37
PL30.45.1	PleatLink® 30 x 45 x 1 - 1" Filter	\$10.86	\$5.85	\$16.71
PL30.45.2	PleatLink® 30 x 45 x 2	\$10.86	\$5.85	\$16.71
PL30.60.1	PleatLink® 30 x 60 x 1 - 1" Filter	\$14.48	\$7.80	\$22.28
PL30.60.2	PleatLink® 30 x 60 x 2	\$14.48	\$7.80	\$22.28
PL30.75.1	PleatLink® 30 x 75 x 1 - 1" Filter	\$18.10	\$9.75	\$27.85
PL30.75.2	PleatLink® 30 x 75 x 2	\$18.10	\$9.75	\$27.85
PL30.90.1	PleatLink® 30 x 90 x 1 - 1" Filter	\$21.73	\$11.69	\$33.42
PL30.90.2	PleatLink® 30 x 90 x 2	\$21.73	\$11.69	\$33.42
PL35.45.2	PleatLink® 35 x 45 x 2	\$12.67	\$6.82	\$19.49
PL35.60.2	PleatLink® 35 x 60 x 2	\$16.89	\$9.10	\$25.99
PL4.36.2	PleatLink® 4 x 36 x 2	\$3.22	\$1.73	\$4.95
PL7.36.2	PleatLink® 7 x 36 x 2	\$3.22	\$1.73	\$4.95
PL7.45.2	PleatLink® 7 x 45 x 2	\$3.22	\$1.73	\$4.95
PL8.25.1	PleatLink® 8 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL8.25.2	PleatLink® 8 x 25 x 2	\$3.22	\$1.73	\$4.95
PL8.36.1	PleatLink® 8 x 36 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL8.36.2	PleatLink® 8 x 36 x 2	\$3.22	\$1.73	\$4.95
PL8.45.1	PleatLink® 8 x 45 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL8.45.2	PleatLink® 8 x 45 x 2	\$3.22	\$1.73	\$4.95
PL8.8.2	PleatLink® 8 x 8 x 2	\$3.22	\$1.73	\$4.95
PL9.15.1	PleatLink® 9 x 15 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL9.25.1	PleatLink® 9 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL9.36.1	PleatLink® 9 x 36 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95

\*Any request for adjustment is capped at 5% annually and must be supported by the consumer price index (CPI)

## Affidavits

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

**Taxes and Licensure:** Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

**Nondiscrimination:** Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

**Employment Requirement:** Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

**Covenant of Nondiscrimination:** Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:  
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;  
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;  
- Not to otherwise engage in discriminatory conduct;  
- To provide a discrimination-free working environment;  
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;  
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and  
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

**Contingent Fees:** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

**Iran Divestment Act Affidavit:** By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

<https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/>

List\_of\_persons\_pursuant\_to\_Tenn.\_Code\_Ann.\_12-12-106\_Iran\_Divestment\_Act\_updated\_with%20NY05.04.22.pdf

**Sexual Harassment:** Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

**And Further Affiant Sayeth Not:**

Organization Name: Bonded Filter Co LLC d/b/a BFC Solutions

Organization Officer Signature: 

Name of Organization Officer: Kim Megonnell

Title: Chief Revenue Officer

## Exhibit C - Scope of Services

### SUPPLY AND INSTALL PLEATLINK® FILTERS TO METRO

Bonded Filter Solutions shall supply & install PleatLink® HVAC filters and filter replacement services for All METRO facilities.

Metro General Services (GS) Department manages 98+ facilities within Davidson County. General Services is required to provide an array of services that includes HVAC services and filter replacement services. All other METRO Departments may utilize the resulting contract.

#### Requirements:

- CONTRACTOR is expected to provide prompt service that is due upon execution of the resulting contract including warranties and identified deliverables.
- CONTRACTOR is expected to deliver service(s) and/or product(s) per specifications listed in Exhibit A.
- The warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum warranty unless otherwise agreed to in writing.
- CONTRACTOR must provide the filters and the labor to replace them unless instructed by the requesting METRO Department that install will be completed by METRO or other vendors.
- The work must be scheduled in advance with METRO one week prior to the start date.
- CONTRACTOR is responsible for storage of filters and associated equipment and materials. There is no onsite storage allowed. Vendor will come to the site with all the materials, tools and equipment to complete the replacement of and properly dispose of old filters.

#### The Vendor shall perform the following Services:

- Type of filters and frequency of change will be provided by each requesting Department. The frequency of change is subject to modifications /change upon Departmental approval. Other METRO Departments may communicate with the awarded vendor the frequency of change.
- Visually inspect air handlers and report needed repairs to the requesting METRO Department
- Replace all air filters per manufacturer's recommendations.
- Properly remove and dispose of used air filters. (ie. Place the used air filter in a plastic. Tie or tape the bag to keep the dust from floating around. )
- Verify each air handler has proper number of filters.
- Provide Estimate to change any and all filters, at all facilities with labor.

### **Exhibit C - Scope of Services**

- Each filter must have a date of installation visible on the filter.
- METRO must be supplied with an installation schedule at the beginning of each month listing the facilities to be serviced for the next 30 days.

#### Special Instructions:

- Review the Safety Training Modules for “Controlling Hazardous Energy Sources”.
- Prior to installing filter, De-energize, tag and lock out fan motor circuit.
- The efficiency of all filters used in **all METRO facilities** controlled space will conform to the requirements of ASHRAE (**American Society of Heating, Refrigerating and Air Conditioning Engineers**) and test method 52-2-2017.

#### Checkpoints:

- Replace filters if the frame is bent or warped, or if the filtering medium is punctured.
- Replace filters with the arrows on the frame pointing in the direction of airflow.
- Check filter size and ensure filters are installed to prevent leakage between the filter bed and its supporting frame.
- Remove tags, restore to service, and check for proper operation.
- Clean up work area and remove waste and debris.

#### **PRICING SCHEDULE**

Vendor agrees to provide METRO with PleatLink® HVAC FILTERS AND FILTER REPLACEMENT SERVICES in accordance with the terms and conditions of the resulting agreement.

Actual requirements will be stated through issuance of individual purchase orders against the contract.

**MATERIALS REIMBURSEMENT:** The Vendor will be reimbursed for the cost of all filters, parts and accessories actually used in the performance of the work. Filters, Parts and materials must be supported by invoices describing the quantity and cost of the parts and materials purchased. Prices shall include the cost of shipping and delivery of all items to the designated FOB point and must comply with the discount entered by the vendor. METRO will only pay for filters and materials purchased for the assigned job/project and approved in the Job Estimate approved by the requesting METRO Department.

### **Exhibit C - Scope of Services**

Vendor must have necessary tools which are standard to the HVAC profession to perform the work specified in this proposal. All costs associated with meeting this requirement shall be the sole responsibility of and be totally borne by the Vendor.

#### **Unit Price:**

The unit price shall include, except as otherwise noted, the providing of all costs required for the completion of the specified unit of work, including: cost of materials and delivery; cost of installation labor, including social security, insurance and other required fringe benefits; workman's compensation insurance; rental value of equipment and machinery; incidental expenses; and supervision. Each unit price shall be total cost or credit to Owner.

Materials and methods for unit prices shall be in accordance with applicable product specifications included in this solicitation.

Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of the contract as basis for additions to or deductions from Contract Sum. Quantities and measurements indicated are for Contract purposes only. Actual quantities and measurements supplied or placed in the Work will determine payment.

Payment includes full compensation for all required labor, products, tools, equipment, plant, transportation, services, and incidentals, application, or installation of an item of the Work.

#### **Payments:**

- Payment in accordance with the contract terms and conditions will constitute the entire compensation due to the CONTRACTOR for all goods or services provided under the contract regardless of the difficulty, materials, or equipment required.
- METRO will compensate CONTRACTOR in accordance with the applicable payment structure identified in the Cost Exhibit. Subject to these payment terms and conditions, CONTRACTOR will be paid for delivered/performed products or services properly authorized by METRO in accordance with the contract. Compensation will be contingent upon the satisfactory provision of products or services as determined by METRO.
- CONTRACTOR must submit all invoices no later than ninety (90) days after delivery of the subject goods or services. Payment of an invoice will not limit METRO'S rights of revocation of acceptance resulting from non-conformity or the difficulty of discovering nonconformance. Provided that, any such revocation of acceptance will occur within a reasonable time after METRO

**Exhibit C - Scope of Services**

discovers or should have discovered the nonconforming product or service and prior to any substantial change in condition of the product or service caused by METRO.

- Travel Compensation/Reimbursement— METRO will NOT compensate or reimburse CONTRACTOR for travel time to or within Davidson County, Tennessee or for any other travel-related expenses such as transportation, meals, and lodging.

**MNPD Background Check:**

A copy of MNPD Background check Policy is attached to this solicitation for the offeror's information. Where applicable, in some secured areas workers must pass an MNPD background check. Awarded contractor must coordinate with METRO before the start of each project and confirm acceptance of all terms included in the policy. The awarded Contractor will be responsible for all background check fees.





## Contract Standards Deviations

## Contract Purchase Agreement 6545006,0: Contract Standards Deviations - 16-Aug-2023

Supplier	Bonded Filter Co LLC dba BFC Solutions	Supplier Site	BONDED FILTER C
Buyer	Ray, Terri Lynn	Amount	250,000.00
Contract Template	Master Goods and Services Contract		

## Deviation Summary

## Clause Deviations

Category	Non-Standard clauses		
Deviation	Section	Clause Title	
Standard clause modified	1. GOODS AND SERVICES CONTRACT	<a href="#">1.1. 37:Heading</a>	
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	<a href="#">2.1. 35:Duties and Responsibilities</a>	
Standard clause modified	3. CONTRACT TERM	<a href="#">3.1. 36:Contract Term</a>	
Standard clause modified	4. COMPENSATION	<a href="#">4.1. 38:Contract Value</a>	
Standard clause modified	5. TERMINATION	<a href="#">5.2. 32:Lack of Funding</a>	
Standard clause modified	5. TERMINATION	<a href="#">5.3. 33:Notice</a>	
Standard clause modified	6. NONDISCRIMINATION	<a href="#">6.3. 230:Equal Business Opportunity (EBO) Program Requirement</a>	
Standard clause modified	7. INSURANCE	<a href="#">7.1. 49:Proof of Insurance</a>	
Category	Standard clauses missing		
Deviation	Section	Clause Title	
Optional clause removed	7. INSURANCE	<a href="#">7.3. 188:Professional Liability Insurance</a>	
Optional clause removed	7. INSURANCE	<a href="#">7.7. 253:Abuse and Molestation Insurance</a>	
Optional clause removed	7. INSURANCE	<a href="#">7.8. 251:Cyber Liability Insurance</a>	
Optional clause removed	7. INSURANCE	<a href="#">7.9. 252:Technological Errors and Omissions Insurance</a>	
Optional clause removed	8. GENERAL TERMS AND CONDITONS	<a href="#">8.3. 167:Software License</a>	

## Policy Deviations

Deviation	Description	Line	Item	Item Description
The contract has no Policy Deviations				



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

### Clause Text

---

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Bonded Filter Co. LLC dba BFC Solutions (CONTRACTOR)** located at **545 Mainstream Drive, Suite 250, Nashville, TN 37228**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- **Any properly executed contract amendment (most recent with first priority),**
- **This document, including exhibits,**
  - **Exhibit A - Pricing**
  - **Exhibit B - Affidavits**
  - **Exhibit C - Scope of Services**
- **Purchase Orders (and PO Changes),**

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### Comparison to Standard

---

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) and - ~~Enter Legal Name (CONTRACTOR)~~  
~~Bonded Filter Co. LLC dba BFC Solutions (CONTRACTOR)~~ located at ~~Enter Address, City, ST ZIP.~~  
~~545 Mainstream Drive, Suite 250, Nashville, TN 37228, resulting from an approved sole source signed by Metro's~~  
~~Purchasing Agent (made a part of this contract by reference).~~ This Contract consists of the following documents:

- ~~Any~~
- ~~Any~~ properly executed contract amendment (most recent with first priority),
- ~~This document, including exhibits,~~
- ~~Exhibit A - {Enter Description (i.e. Hourly Rates)}~~  
~~Pricing~~
- ~~Exhibit B - {Enter Description (i.e. Task Details)}~~  
~~Affidavits~~
- ~~Exhibit C~~
- ~~Exhibit C - {Enter Description (i.e. ISA Terms and Conditions)}~~



## Contract Standards Deviations

~~• The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part  
Scope of this contract by reference),  
Services~~

~~• Purchase~~  
~~• Purchase~~ Orders (and PO Changes), -

~~• CONTRACTOR's response to the solicitation,~~

~~• Equal Business Opportunity (EBO) Program forms (incorporated by reference).~~



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

### Clause Text

---

CONTRACTOR agrees to provide and install PleatLink® Filters as outlined in Exhibit C – Scope of Services using the pricing shown in Exhibit A.

### Comparison to Standard

---

CONTRACTOR agrees to provide ~~the goods and/or services as fully defined in the solicitation~~ and ~~as~~ install PleatLink® Filters as outlined in Exhibit ~~B~~ C – Scope of ~~Services.~~ Services using the pricing shown in Exhibit A.

—



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

### Clause Text

---

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

### Comparison to Standard

---

The Contract Term will begin on ~~the date (the "Effective Date") of [insert date here], or~~ the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's ~~Office, whichever date last occurs.~~  
Office. This Contract Term will end (60) months from the Effective Date. -

~~-This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in~~  
In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

### Clause Text

---

This Contract has an estimated value of \$250,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

### Comparison to Standard

---

This Contract has an estimated value of ~~-\${Agreement Amount}.~~  
\$250,000.00. The pricing ~~details are~~  
details are included ~~in Exhibit~~  
in Exhibit A and are made a part of this Contract by reference. ~~CONTRACTOR~~  
CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.2. 32:Lack of Funding
Section	5. TERMINATION
Deviation	Standard clause modified

### Clause Text

---

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon ninety (90) days written notice to CONTRACTOR.

### Comparison to Standard

---

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon ninety (90) days written notice to CONTRACTOR. ~~\_\_\_\_\_~~

## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.3. 33:Notice
Section	5. TERMINATION
Deviation	Standard clause modified

**Clause Text**

METRO may terminate this Contract at any time upon ninety (90) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within ninety (90) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

**Comparison to Standard**

METRO may terminate this Contract at any time upon ~~thirty (30)~~ ninety (90) days written notice to ~~CONTRACTOR.~~ CONTRACTOR. Should METRO terminate this ~~Contract, CONTRACTOR shall~~ Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within ~~thirty (30)~~ ninety (90) days, all completed or partially completed satisfactory work, and METRO shall determine and pay ~~to CONTRACTOR~~ to CONTRACTOR the amount due for satisfactory work. \_\_\_\_\_



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Standard clause modified

### Clause Text

---

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

### Comparison to Standard

---

~~The consideration and contact of minority owned and/or woman owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ is not applicable ~~solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.1. 49:Proof of Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

### Clause Text

---

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

### Comparison to Standard

---

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified ~~below.~~

below. Proof of insurance shall be required naming METRO as additional insured and identifying ~~either the project name, RFQ, Purchase Order, or~~ Contract ~~number on~~ number on the ACORD document.



## Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.3. 188:Professional Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

### Clause Text

---

In the amount of one million (\$1,000,000.00) dollars.



## Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.7. 253:Abuse and Molestation Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

### Clause Text

---

In the amount of one million (\$1,000,000.00) dollars.



## Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.8. 251: Cyber Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

### Clause Text

---

In the amount of four million (\$4,000,000.00) dollars.



## Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.9. 252:Technological Errors and Omissions Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

### Clause Text

---

In the amount of one million (\$1,000,000.00) dollars.

Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.3. 167:Software License
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Optional clause removed

**Clause Text**

---

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

**Certificate Of Completion**

Envelope Id: EE0BAC2E8589465382A02E7B4907CBAD

Status: Completed

Subject: Metro Contract 6545006 with Bonded Filter Co. LLC dba BFC Solutions (General Services)

Source Envelope:

Document Pages: 50

Signatures: 6

Envelope Originator:

Certificate Pages: 17

Initials: 4

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelope Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

prg@nashville.gov

IP Address: 170.190.198.190

**Record Tracking**

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

9/12/2023 12:07:19 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

**Signer Events****Signature****Timestamp**

Gary Clay

Gary.Clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication  
(None)

Sent: 9/12/2023 12:12:24 PM

Viewed: 9/12/2023 12:55:14 PM

Signed: 9/12/2023 12:56:04 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.190

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kathy King

Kathy.King@nashville.gov

Security Level: Email, Account Authentication  
(None)

Sent: 9/12/2023 12:56:11 PM

Viewed: 9/12/2023 1:18:13 PM

Signed: 9/12/2023 1:29:47 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

Accepted: 9/12/2023 1:18:13 PM

ID: f4dd2f09-aef4-42cb-bcc8-40607830b28a

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication  
(None)

Sent: 9/12/2023 1:29:52 PM

Viewed: 9/12/2023 3:02:45 PM

Signed: 9/12/2023 3:04:30 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

Accepted: 9/12/2023 3:02:45 PM

ID: 970f22ee-02b1-4a15-8764-f97e58c1fb86

Kim Megonnell

Kim.Megonnell@BFCsolutions.com

Chief Revenue Officer

Bonded Filter Co LLC., dba BFC Solutions

Security Level: Email, Account Authentication  
(None)

Sent: 9/12/2023 3:04:32 PM

Viewed: 9/14/2023 7:44:41 AM

Signed: 9/14/2023 7:45:11 AM

Signature Adoption: Pre-selected Style

Using IP Address: 5.22.236.196

**Electronic Record and Signature Disclosure:**



**Signer Events****Signature****Timestamp**

Accepted: 9/14/2023 2:51:09 PM  
ID: 5ac01a33-7163-4d3a-b2f5-c323a6f57a66

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*Austin Kyle*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 9/14/2023 2:53:21 PM  
Viewed: 9/15/2023 8:04:51 AM  
Signed: 9/15/2023 8:05:00 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/15/2023 8:04:51 AM  
ID: 3b2e94ff-85b1-4af2-b462-71937f77ddcc

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**VIEWED**

Using IP Address: 170.190.198.100

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Completed: 9/15/2023 8:05:10 AM

**Electronic Record and Signature Disclosure:**

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ID: 63386106-bb70-4cf8-8fc1-05c6b6d51dee

**Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Terri L. Ray  
Terri.Ray@nashville.gov  
Finance Manager  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 9/12/2023 12:56:09 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jeremy Frye  
jeremy.frye@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 9/15/2023 8:05:03 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/4/2023 12:03:39 PM  
ID: 223297c1-834c-4019-b6a0-2b7d29a63754

Ava Elsaghir  
ava.elsaghir@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 9/15/2023 8:05:04 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/25/2023 8:31:06 AM  
ID: e91f026e-45a1-4c2c-8782-3e964d4ea798

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<p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 9/5/2023 8:07:23 AM ID: e289baef-bb37-4563-b714-9962aed0c75a</p>	<b>COPIED</b>	Sent: 9/15/2023 8:05:05 AM
<p>Zak Kelley Zak.Kelley@Nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/15/2023 8:05:06 AM
<p>Glenn Mohon glenn.mohon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/15/2023 8:05:07 AM
<p>Abbie Harper abbie.harper@bfc-solutions.com VP Customer Success Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/31/2023 11:06:49 AM ID: 2bdb972e-95d1-4096-8b9e-7667ae9e5e1a</p>	<b>COPIED</b>	Sent: 9/15/2023 8:05:09 AM
<p>Eric R Lamb eric.lamb@bfc-solutions.com Business Development Director BFC Solutions Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/15/2023 8:05:10 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/12/2023 12:12:24 PM
Envelope Updated	Security Checked	9/14/2023 2:02:08 PM
Envelope Updated	Security Checked	9/14/2023 2:02:08 PM
Certified Delivered	Security Checked	9/15/2023 8:04:51 AM
Signing Complete	Security Checked	9/15/2023 8:05:00 AM
Completed	Security Checked	9/15/2023 8:05:10 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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JLR



# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

February 6, 2024

Kim Megonnell  
Bonded Filter Co, LLC dba BFC Solutions  
545 Mainstream Drive, Suite 250  
Nashville, TN 37228

Re: Revised Line Item Pricing for Contract # **6545006**

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review of the revised updated pricing. Metro has agreed to incorporate the attached **Exhibit A-Pricing** into the referenced Contract. This revised exhibit will go into effect when both parties below have signed.

The Contract shall otherwise continue in full force and effect, pursuant to its terms. There will be no change to the original value of the Contract.

The Metropolitan Government of Nashville and Davidson County:

Contractor:  
**Bonded Filter Co. LLC dba BFC Solutions**

*Michelle A. Hernandez Lane*

Purchasing Agent

*Kim Megonnell*

Contracting Authority

Michelle A. Hernandez Lane

Printed Name

2/23/2024 | 4:21 PM CST

Date Signed

Kim Megonnell

Printed Name

2/6/2024 | 4:42 PM CST

Date Signed

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL10.25.1	M13 PleatLink® 10 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL12.105.2	M13 PleatLink® 12 x 105 x 2	\$25.58	\$5.12	\$30.70
M13PL12.105.4	M13 PleatLink® 12 x 105 x 4 - 4" Filter	\$60.59	\$15.15	\$75.74
M13PL12.115.2	M13 PleatLink® 12 x 115 x 2	\$28.88	\$5.78	\$34.66
M13PL12.115.4	M13 PleatLink® 12 x 115 x 4 - 4" Filter	\$66.20	\$16.56	\$82.76
M13PL12.12.1	M13 PleatLink® 12 x 12 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL12.12.2	M13 PleatLink® 12 x 12 x 2	\$8.25	\$1.73	\$9.98
M13PL12.140.2	M13 PleatLink® 12 x 140 x 2	\$34.65	\$6.93	\$41.58
M13PL12.16.1	M13 PleatLink® 12 x 16 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL12.16.2	M13 PleatLink® 12 x 16 x 2	\$8.25	\$1.73	\$9.98
M13PL12.24.4	M13 PleatLink® 12 x 24 x 4 - 4" Filter	\$13.46	\$3.37	\$16.83
M13PL12.25.1	M13 PleatLink® 12 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL12.25.2	M13 PleatLink® 12 x 25 x 2	\$8.25	\$1.73	\$9.98
M13PL12.25.4	M13 PleatLink® 12 x 25 x 4 - 4" Filter	\$14.59	\$3.65	\$18.24
M13PL12.36.1	M13 PleatLink® 12 x 36 x 1 - 1" Filter	\$9.08	\$1.82	\$10.90
M13PL12.36.2	M13 PleatLink® 12 x 36 x 2	\$9.08	\$1.82	\$10.90
M13PL12.36.4	M13 PleatLink® 12 x 36 x 4 - 4" Filter	\$20.20	\$5.05	\$25.25
M13PL12.45.1	M13 PleatLink® 12 x 45 x 1 - 1" Filter	\$11.55	\$2.31	\$13.86
M13PL12.45.2	M13 PleatLink® 12 x 45 x 2	\$11.55	\$2.31	\$13.86
M13PL12.45.4	M13 PleatLink® 12 x 45 x 4 - 4" Filter	\$25.81	\$6.46	\$32.27
M13PL12.60.1	M13 PleatLink® 12 x 60 x 1 - 1" Filter	\$14.85	\$2.97	\$17.82
M13PL12.60.2	M13 PleatLink® 12 x 60 x 2	\$14.85	\$2.97	\$17.82
M13PL12.60.4	M13 PleatLink® 12 x 60 x 4 - 4" Filter	\$34.78	\$8.70	\$43.48
M13PL12.75.2	M13 PleatLink® 12 x 75 x 2	\$18.98	\$3.80	\$22.78
M13PL12.75.4	M13 PleatLink® 12 x 75 x 4 - 4" Filter	\$42.64	\$10.66	\$53.30
M13PL12.90.1	M13 PleatLink® 12 x 90 x 1 - 1" Filter	\$22.28	\$4.46	\$26.74
M13PL12.90.2	M13 PleatLink® 12 x 90 x 2	\$22.28	\$4.46	\$26.74
M13PL12.90.4	M13 PleatLink® 12 x 90 x 4 - 4" Filter	\$51.61	\$12.90	\$64.51
M13PL14.105.2	M13 PleatLink® 14 x 105 x 2	\$30.53	\$6.11	\$36.64
M13PL14.14.1	M13 PleatLink® 14 x 14 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL14.14.2	M13 PleatLink® 14 x 14 x 2	\$8.25	\$1.73	\$9.98
M13PL14.25.1	M13 PleatLink® 14 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL14.25.2	M13 PleatLink® 14 x 25 x 2	\$8.25	\$1.73	\$9.98
M13PL14.36.1	M13 PleatLink® 14 x 36 x 1 - 1" Filter	\$10.73	\$2.15	\$12.88
M13PL14.36.2	M13 PleatLink® 14 x 36 x 2	\$10.73	\$2.15	\$12.88
M13PL14.45.1	M13 PleatLink® 14 x 45 x 1 - 1" Filter	\$13.20	\$2.64	\$15.84
M13PL14.45.2	M13 PleatLink® 14 x 45 x 2	\$13.20	\$2.64	\$15.84
M13PL14.60.1	M13 PleatLink® 14 x 60 x 1 - 1" Filter	\$17.33	\$3.47	\$20.80
M13PL14.60.2	M13 PleatLink® 14 x 60 x 2	\$17.33	\$3.47	\$20.80

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL14.75.1	M13 PleatLink® 14 x 75 x 1 - 1" Filter	\$21.45	\$4.29	\$25.74
M13PL14.75.2	M13 PleatLink® 14 x 75 x 2	\$21.45	\$4.29	\$25.74
M13PL14.90.2	M13 PleatLink® 14 x 90 x 2	\$25.58	\$5.12	\$30.70
M13PL15.25.1	M13 PleatLink® 15 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL16.105.1	M13 PleatLink® 16 x 105 x 1 - 1" Filter	\$34.65	\$6.93	\$41.58
M13PL16.105.2	M13 PleatLink® 16 x 105 x 2	\$34.65	\$6.93	\$41.58
M13PL16.105.4	M13 PleatLink® 16 x 105 x 4 - 4" Filter	\$79.66	\$19.92	\$99.58
M13PL16.115.1	M13 PleatLink® 16 x 115 x 1 - 1" Filter	\$37.95	\$7.59	\$45.54
M13PL16.115.2	M13 PleatLink® 16 x 115 x 2	\$37.95	\$7.59	\$45.54
M13PL16.115.4	M13 PleatLink® 16 x 115 x 4 - 4" Filter	\$87.52	\$21.88	\$109.40
M13PL16.140.1	M13 PleatLink® 16 x 140 x 1 - 1" Filter	\$46.20	\$9.24	\$55.44
M13PL16.140.2	M13 PleatLink® 16 x 140 x 2	\$46.20	\$9.24	\$55.44
M13PL16.16.1	M13 PleatLink® 16 x 16 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL16.16.2	M13 PleatLink® 16 x 16 x 2	\$8.25	\$1.73	\$9.98
M13PL16.175.2	M13 PleatLink® 16 x 175 x 2	\$57.75	\$11.55	\$69.30
M13PL16.24.4	M13 PleatLink® 16x24x4 - 4" Filter	\$17.95	\$4.49	\$22.44
M13PL16.25.1	M13 PleatLink® 16 x 25 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL16.25.2	M13 PleatLink® 16 x 25 x 2	\$8.25	\$1.73	\$9.98
M13PL16.25.4	M13 PleatLink® 16 x 25 x 4 - 4" Filter	\$19.07	\$4.77	\$23.84
M13PL16.36.1	M13 PleatLink® 16 x 36 x 1 - 1" Filter	\$11.55	\$2.31	\$13.86
M13PL16.36.2	M13 PleatLink® 16 x 36 x 2	\$11.55	\$2.31	\$13.86
M13PL16.36.4	M13 PleatLink® 16 x 36 x 4 - 4" Filter	\$26.93	\$6.73	\$33.66
M13PL16.45.1	M13 PleatLink® 16 x 45 x 1 - 1" Filter	\$14.85	\$2.97	\$17.82
M13PL16.45.2	M13 PleatLink® 16 x 45 x 2	\$14.85	\$2.97	\$17.82
M13PL16.45.4	M13 PleatLink® 16 x 45 x 4 - 4" Filter	\$34.78	\$8.70	\$43.48
M13PL16.60.1	M13 PleatLink® 16 x 60 x 1 - 1" Filter	\$19.80	\$3.96	\$23.76
M13PL16.60.2	M13 PleatLink® 16 x 60 x 2	\$19.80	\$3.96	\$23.76
M13PL16.60.4	M13 PleatLink® 16 x 60 x 4 - 4" Filter	\$46.00	\$11.51	\$57.51
M13PL16.75.1	M13 PleatLink® 16 x 75 x 1 - 1" Filter	\$24.75	\$4.95	\$29.70
M13PL16.75.2	M13 PleatLink® 16 x 75 x 2	\$24.75	\$4.95	\$29.70
M13PL16.75.4	M13 PleatLink® 16 x 75 x 4 - 4" Filter	\$57.22	\$14.31	\$71.53
M13PL16.90.1	M13 PleatLink® 16 x 90 x 1 - 1" Filter	\$29.70	\$5.94	\$35.64
M13PL16.90.2	M13 PleatLink® 16 x 90 x 2	\$29.70	\$5.94	\$35.64
M13PL16.90.4	M13 PleatLink® 16 x 90 x 4 - 4" Filter	\$68.44	\$17.12	\$85.56
M13PL18.105.2	M13 PleatLink® 18 x 105 x 2	\$38.78	\$7.76	\$46.54
M13PL18.115.2	M13 PleatLink® 18 x 115 x 2	\$42.90	\$8.58	\$51.48
M13PL18.140.2	M13 PleatLink® 18 x 140 x 2	\$51.98	\$10.40	\$62.38
M13PL18.18.1	M13 PleatLink® 18 x 18 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL18.25.1	M13 PleatLink® 18 x 25 x 1 - 1" Filter	\$9.08	\$1.82	\$10.90

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<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL18.25.2	M13 PleatLink® 18 x 25 x 2	\$9.08	\$1.82	\$10.90
M13PL18.36.1	M13 PleatLink® 18 x 36 x 1 - 1" Filter	\$13.20	\$2.64	\$15.84
M13PL18.36.2	M13 PleatLink® 18 x 36 x 2	\$13.20	\$2.64	\$15.84
M13PL18.45.1	M13 PleatLink® 18 x 45 x 1 - 1" Filter	\$16.50	\$3.30	\$19.80
M13PL18.45.2	M13 PleatLink® 18 x 45 x 2	\$16.50	\$3.30	\$19.80
M13PL18.60.2	M13 PleatLink® 18 x 60 x 2	\$22.28	\$4.46	\$26.74
M13PL18.75.1	M13 PleatLink® 18 x 75 x 1 - 1" Filter	\$28.05	\$5.61	\$33.66
M13PL18.75.2	M13 PleatLink® 18 x 75 x 2	\$28.05	\$5.61	\$33.66
M13PL18.90.2	M13 PleatLink® 18 x 90 x 2	\$33.00	\$6.60	\$39.60
M13PL20.10.2	M13 PleatLink® 20 x 10 x 2	\$8.25	\$1.73	\$9.98
M13PL20.105.1	M13 PleatLink® 20 x 105 x 1 - 1" Filter	\$43.73	\$8.75	\$52.48
M13PL20.105.2	M13 PleatLink® 20 x 105 x 2	\$43.73	\$8.75	\$52.48
M13PL20.105.4	M13 PleatLink® 20 x 105 x 4 - 4" Filter	\$99.86	\$24.97	\$124.83
M13PL20.115.1	M13 PleatLink® 20 x 115 x 1 - 1" Filter	\$47.85	\$9.57	\$57.42
M13PL20.115.2	M13 PleatLink® 20 x 115 x 2	\$47.85	\$9.57	\$57.42
M13PL20.115.4	M13 PleatLink® 20 x 115 x 4 - 4" Filter	\$109.96	\$27.49	\$137.45
M13PL20.140.1	M13 PleatLink® 20 x 140 x 1 - 1" Filter	\$57.75	\$11.55	\$69.30
M13PL20.140.2	M13 PleatLink® 20 x 140 x 2	\$57.75	\$11.55	\$69.30
M13PL20.140.4	M13 PleatLink® 20 x 140 x 4 - 4" Filter	\$133.52	\$33.39	\$166.91
M13PL20.16.1	M13 PleatLink® 20 x 16 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL20.16.2	M13 PleatLink® 20 x 16 x 2	\$8.25	\$1.73	\$9.98
M13PL20.175.2	M13 PleatLink® 20 x 175 x 2	\$72.60	\$14.52	\$87.12
M13PL20.208.1	M13 PleatLink® 20 x 208 x 1 - 1" Filter	\$85.80	\$17.16	\$102.96
M13PL20.25.1	M13 PleatLink® 20 x 25 x 1 - 1" Filter	\$10.73	\$2.15	\$12.88
M13PL20.25.2	M13 PleatLink® 20 x 25 x 2	\$10.73	\$2.15	\$12.88
M13PL20.25.4	M13 PleatLink® 20 x 25 x 4 - 4" Filter	\$23.56	\$5.90	\$29.46
M13PL20.36.1	M13 PleatLink® 20 x 36 x 1 - 1" Filter	\$14.85	\$2.97	\$17.82
M13PL20.36.2	M13 PleatLink® 20 x 36 x 2	\$14.85	\$2.97	\$17.82
M13PL20.36.4	M13 PleatLink® 20 x 36 x 4 - 4" Filter	\$34.78	\$8.70	\$43.48
M13PL20.45.1	M13 PleatLink® 20 x 45 x 1 - 1" Filter	\$18.98	\$3.80	\$22.78
M13PL20.45.2	M13 PleatLink® 20 x 45 x 2	\$18.98	\$3.80	\$22.78
M13PL20.45.4	M13 PleatLink® 20 x 45 x 4 - 4" Filter	\$42.64	\$10.66	\$53.30
M13PL20.60.1	M13 PleatLink® 20 x 60 x 1 - 1" Filter	\$24.75	\$4.95	\$29.70
M13PL20.60.2	M13 PleatLink® 20 x 60 x 2	\$24.75	\$4.95	\$29.70
M13PL20.60.4	M13 PleatLink® 20 x 60 x 4 - 4" Filter	\$57.22	\$14.31	\$71.53
M13PL20.75.1	M13 PleatLink® 20 x 75 x 1 - 1" Filter	\$31.35	\$6.27	\$37.62
M13PL20.75.2	M13 PleatLink® 20 x 75 x 2	\$31.35	\$6.27	\$37.62
M13PL20.75.4	M13 PleatLink® 20 x 75 x 4 - 4" Filter	\$71.81	\$17.95	\$89.76
M13PL20.90.1	M13 PleatLink® 20 x 90 x 1 - 1" Filter	\$37.13	\$7.43	\$44.56

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<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL20.90.2	M13 PleatLink® 20 x 90 x 2	\$37.13	\$7.43	\$44.56
M13PL20.90.4	M13 PleatLink® 20 x 90 x 4 - 4" Filter	\$86.39	\$21.60	\$107.99
M13PL22.22.1	M13 PleatLink® 22 x 22 x 1 - 1" Filter	\$9.90	\$1.98	\$11.88
M13PL22.25.1	M13 PleatLink® 22 x 25 x 1 - 1" Filter	\$11.55	\$2.31	\$13.86
M13PL22.36.2	M13 PleatLink® 22 x 36 x 2	\$16.50	\$3.30	\$19.80
M13PL24.105.1	M13 PleatLink® 24 x 105 x 1 - 1" Filter	\$51.98	\$10.40	\$62.38
M13PL24.105.2	M13 PleatLink® 24 x 105 x 2	\$51.98	\$10.40	\$62.38
M13PL24.105.4	M13 PleatLink® 24 x 105 x 4 - 4" Filter	\$120.05	\$30.02	\$150.07
M13PL24.115.2	M13 PleatLink® 24 x 115 x 2	\$56.93	\$11.39	\$68.32
M13PL24.115.4	M13 PleatLink® 24 x 115 x 4 - 4" Filter	\$131.27	\$32.82	\$164.09
M13PL24.140.1	M13 PleatLink® 24 x 140 x 1 - 1" Filter	\$69.30	\$13.86	\$83.16
M13PL24.140.2	M13 PleatLink® 24 x 140 x 2	\$69.30	\$13.86	\$83.16
M13PL24.140.4	M13 PleatLink® 24 x 140 x 4 - 4" Filter	\$160.45	\$40.12	\$200.57
M13PL24.175.2	M13 PleatLink® 24 x 175 x 2	\$86.63	\$17.33	\$103.96
M13PL24.205.2	M13 PleatLink® 24 x 205 x 2	\$101.48	\$20.30	\$121.78
M13PL24.215.2	M13 PleatLink® 24 x 215 x 2	\$106.43	\$21.29	\$127.72
M13PL24.24.1	M13 PleatLink® 24 x 24 x 1 - 1" Filter	\$11.55	\$2.31	\$13.86
M13PL24.24.2	M13 PleatLink® 24 x 24 x 2	\$11.55	\$2.31	\$13.86
M13PL24.24.4	M13 PleatLink® 24 x 24 x 4 - 4" Filter	\$26.93	\$6.73	\$33.66
M13PL24.36.1	M13 PleatLink® 24 x 36 x 1 - 1" Filter	\$18.15	\$3.63	\$21.78
M13PL24.36.2	M13 PleatLink® 24 x 36 x 2	\$18.15	\$3.63	\$21.78
M13PL24.36.4	M13 PleatLink® 24 x 36 x 4 - 4" Filter	\$41.51	\$10.38	\$51.89
M13PL24.45.1	M13 PleatLink® 24 x 45 x 1 - 1" Filter	\$22.28	\$4.46	\$26.74
M13PL24.45.2	M13 PleatLink® 24 x 45 x 2	\$22.28	\$4.46	\$26.74
M13PL24.45.4	M13 PleatLink® 24 x 45 x 4 - 4" Filter	\$51.61	\$12.90	\$64.51
M13PL24.60.2	M13 PleatLink® 24 x 60 x 2	\$29.70	\$5.94	\$35.64
M13PL24.60.4	M13 PleatLink® 24 x 60 x 4 - 4" Filter	\$68.44	\$17.12	\$85.56
M13PL24.75.1	M13 PleatLink® 24 x 75 x 1 - 1" Filter	\$37.13	\$7.43	\$44.56
M13PL24.75.2	M13 PleatLink® 24 x 75 x 2	\$37.13	\$7.43	\$44.56
M13PL24.75.4	M13 PleatLink® 24 x 75 x 4 - 4" Filter	\$86.39	\$21.60	\$107.99
M13PL24.90.1	M13 PleatLink® 24 x 90 x 1 - 1" Filter	\$44.55	\$8.91	\$53.46
M13PL24.90.2	M13 PleatLink® 24 x 90 x 2	\$44.55	\$8.91	\$53.46
M13PL24.90.4	M13 PleatLink® 24 x 90 x 4 - 4" Filter	\$103.22	\$25.81	\$129.03
M13PL25.10.1	M13 PleatLink® 25 x 10 x 1 - 1" Filter	\$8.25	\$1.73	\$9.98
M13PL25.10.2	M13 PleatLink® 25 x 10 x 2	\$8.25	\$1.73	\$9.98
M13PL25.105.1	M13 PleatLink® 25 x 105 x 1 - 1" Filter	\$54.45	\$10.89	\$65.34
M13PL25.105.2	M13 PleatLink® 25 x 105 x 2	\$54.45	\$10.89	\$65.34
M13PL25.105.4	M13 PleatLink® 25 x 105 x 4 - 4" Filter	\$125.66	\$31.42	\$157.08
M13PL25.115.1	M13 PleatLink® 25 x 115 x 1 - 1" Filter	\$59.40	\$11.88	\$71.28

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<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
M13PL25.115.2	M13 PleatLink® 25 x 115 x 2	\$59.40	\$11.88	\$71.28
M13PL25.115.4	M13 PleatLink® 25 x 115 x 4 - 4" Filter	\$136.88	\$34.22	\$171.10
M13PL25.140.2	M13 PleatLink® 25 x 140 x 2	\$72.60	\$14.52	\$87.12
M13PL25.175.2	M13 PleatLink® 25 x 175 x 2	\$89.93	\$17.99	\$107.92
M13PL25.25.1	M13 PleatLink® 25 x 25 x 1 - 1" Filter	\$13.20	\$2.64	\$15.84
M13PL25.25.2	M13 PleatLink® 25 x 25 x 2	\$13.20	\$2.64	\$15.84
M13PL25.25.4	M13 PleatLink® 25 x 25 x 4 - 4" Filter	\$30.29	\$7.58	\$37.87
M13PL25.36.1	M13 PleatLink® 25 x 36 x 1 - 1" Filter	\$18.98	\$3.80	\$22.78
M13PL25.36.2	M13 PleatLink® 25 x 36 x 2	\$18.98	\$3.80	\$22.78
M13PL25.36.4	M13 PleatLink® 25 x 36 x 4 - 4" Filter	\$42.64	\$10.66	\$53.30
M13PL25.45.1	M13 PleatLink® 25 x 45 x 1 - 1" Filter	\$23.10	\$4.62	\$27.72
M13PL25.45.2	M13 PleatLink® 25 x 45 x 2	\$23.10	\$4.62	\$27.72
M13PL25.45.4	M13 PleatLink® 25 x 45 x 4 - 4" Filter	\$53.86	\$13.46	\$67.32
M13PL25.60.1	M13 PleatLink® 25 x 60 x 1 - 1" Filter	\$31.35	\$6.27	\$37.62
M13PL25.60.2	M13 PleatLink® 25 x 60 x 2	\$31.35	\$6.27	\$37.62
M13PL25.60.4	M13 PleatLink® 25 x 60 x 4 - 4" Filter	\$71.81	\$17.95	\$89.76
M13PL25.75.1	M13 PleatLink® 25 x 75 x 1 - 1" Filter	\$38.78	\$7.76	\$46.54
M13PL25.75.2	M13 PleatLink® 25 x 75 x 2	\$38.78	\$7.76	\$46.54
M13PL25.75.4	M13 PleatLink® 25 x 75 x 4 - 4" Filter	\$89.76	\$22.44	\$112.20
M13PL25.90.1	M13 PleatLink® 25 x 90 x 1 - 1" Filter	\$46.20	\$9.24	\$55.44
M13PL25.90.2	M13 PleatLink® 25 x 90 x 2	\$46.20	\$9.24	\$55.44
M13PL25.90.4	M13 PleatLink® 25 x 90 x 4 - 4" Filter	\$107.71	\$26.93	\$134.64
M13PL30.115.1	M13 PleatLink® 30 x 115 x 1 - 1" Filter	\$70.95	\$14.19	\$85.14
M13PL30.115.2	M13 PleatLink® 30 x 115 x 2	\$70.95	\$14.19	\$85.14
M13PL30.25.1	M13 PleatLink® 30 x 25 x 1 - 1" Filter	\$15.68	\$3.14	\$18.82
M13PL30.25.2	M13 PleatLink® 30 x 25 x 2	\$15.68	\$3.14	\$18.82
M13PL30.30.1	M13 PleatLink® 30 x 30 x 1 - 1" Filter	\$18.98	\$3.80	\$22.78
M13PL30.36.1	M13 PleatLink® 30 x 36 x 1 - 1" Filter	\$22.28	\$4.46	\$26.74
M13PL30.36.2	M13 PleatLink® 30 x 36 x 2	\$22.28	\$4.46	\$26.74
M13PL30.45.1	M13 PleatLink® 30 x 45 x 1 - 1" Filter	\$28.05	\$5.61	\$33.66
M13PL30.45.2	M13 PleatLink® 30 x 45 x 2	\$28.05	\$5.61	\$33.66
M13PL30.60.2	M13 PleatLink® 30 x 60 x 2	\$37.13	\$7.43	\$44.56
M13PL30.75.1	M13 PleatLink® 30 x 75 x 1 - 1" Filter	\$46.20	\$9.24	\$55.44
M13PL30.75.2	M13 PleatLink® 30 x 75 x 2	\$46.20	\$9.24	\$55.44
M13PL30.90.1	M13 PleatLink® 30 x 90 x 1 - 1" Filter	\$56.10	\$11.22	\$67.32
M13PL30.90.2	M13 PleatLink® 30 x 90 x 2	\$56.10	\$11.22	\$67.32
M13PL35.45.2	M13 PleatLink® 35 x 45 x 2 (2-20x36x2)	\$32.18	\$6.44	\$38.62
M13PL8.36.2	M13 PleatLink® 8 x 36 x 2	\$8.25	\$1.73	\$9.98
PL10.105.2	PleatLink® 10 x 105 x 2	\$8.45	\$4.54	\$12.99

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL10.115.2	PleatLink® 10 x 115 x 2	\$9.25	\$4.98	\$14.23
PL10.25.1	PleatLink® 10 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL10.25.2	PleatLink® 10 x 25 x 2	\$3.22	\$1.73	\$4.95
PL10.36.1	PleatLink® 10 x 36 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL10.36.2	PleatLink® 10 x 36 x 2	\$3.22	\$1.73	\$4.95
PL10.45.1	PleatLink® 10 x 45 x 1 - 1" Filter	\$3.62	\$1.95	\$5.57
PL10.45.2	PleatLink® 10 x 45 x 2	\$3.62	\$1.95	\$5.57
PL10.60.4	PleatLink® 10 x 60 x 4 - 4" Filter	\$8.21	\$4.42	\$12.63
PL10.70.1	PleatLink® 10 x 70 x 1 - 1" Filter	\$5.63	\$3.04	\$8.67
PL10.75.2	PleatLink® 10 x 75 x 2	\$6.04	\$3.25	\$9.29
PL10.90.2	PleatLink® 10 x 90 x 2	\$7.24	\$3.89	\$11.13
PL12.105.2	PleatLink® 12 x 105 x 2	\$10.14	\$5.46	\$15.60
PL12.115.1	PleatLink® 12 x 115 x 1 - 1" Filter	\$11.10	\$5.97	\$17.07
PL12.115.2	PleatLink® 12 x 115 x 2	\$11.10	\$5.97	\$17.07
PL12.115.4	PleatLink® 12 x 115 x 4 - 4" Filter	\$18.87	\$10.16	\$29.03
PL12.12.1	PleatLink® 12 x 12 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL12.12.2	PleatLink® 12 x 12 x 2	\$3.22	\$1.73	\$4.95
PL12.140.2	PleatLink® 12 x 140 x 2	\$13.52	\$7.27	\$20.79
PL12.16.1	PleatLink® 12 x 16 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL12.16.2	PleatLink® 12 x 16 x 2	\$3.22	\$1.73	\$4.95
PL12.175.2	PleatLink® 12 x 175 x 2	\$16.89	\$9.10	\$25.99
PL12.24.4	PleatLink® 12 x 24 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL12.25.1	PleatLink® 12 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL12.25.2	PleatLink® 12 x 25 x 2	\$3.22	\$1.73	\$4.95
PL12.25.4	PleatLink® 12 x 25 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL12.36.1	PleatLink® 12 x 36 x 1 - 1" Filter	\$3.48	\$1.87	\$5.35
PL12.36.2	PleatLink® 12 x 36 x 2	\$3.48	\$1.87	\$5.35
PL12.36.4	PleatLink® 12 x 36 x 4 - 4" Filter	\$5.91	\$3.18	\$9.09
PL12.45.1	PleatLink® 12 x 45 x 1 - 1" Filter	\$4.35	\$2.34	\$6.69
PL12.45.2	PleatLink® 12 x 45 x 2	\$4.35	\$2.34	\$6.69
PL12.45.4	PleatLink® 12 x 45 x 4 - 4" Filter	\$7.38	\$3.98	\$11.36
PL12.60.1	PleatLink® 12 x 60 x 1 - 1" Filter	\$5.80	\$3.11	\$8.91
PL12.60.2	PleatLink® 12 x 60 x 2	\$5.80	\$3.11	\$8.91
PL12.60.4	PleatLink® 12 x 60 x 4 - 4" Filter	\$9.85	\$5.30	\$15.15
PL12.75.2	PleatLink® 12 x 75 x 2	\$7.24	\$3.89	\$11.13
PL12.75.4	PleatLink® 12 x 75 x 4 - 4" Filter	\$12.31	\$6.62	\$18.93
PL12.90.1	PleatLink® 12 x 90 x 1 - 1" Filter	\$8.69	\$4.68	\$13.37
PL12.90.2	PleatLink® 12 x 90 x 2	\$8.69	\$4.68	\$13.37
PL12.90.4	PleatLink® 12 x 90 x 4 - 4" Filter	\$14.77	\$7.95	\$22.72

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL14.105.2	PleatLink® 14 x 105 x 2	\$11.83	\$6.37	\$18.20
PL14.14.1	PleatLink® 14 x 14 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL14.14.2	PleatLink® 14 x 14 x 2	\$3.22	\$1.73	\$4.95
PL14.25.1	PleatLink® 14 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL14.25.2	PleatLink® 14 x 25 x 2	\$3.22	\$1.73	\$4.95
PL14.36.1	PleatLink® 14 x 36 x 1 - 1" Filter	\$4.06	\$2.18	\$6.24
PL14.36.2	PleatLink® 14 x 36 x 2	\$4.06	\$2.18	\$6.24
PL14.45.1	PleatLink® 14 x 45 x 1 - 1" Filter	\$5.07	\$2.73	\$7.80
PL14.45.2	PleatLink® 14 x 45 x 2	\$5.07	\$2.73	\$7.80
PL14.60.1	PleatLink® 14 x 60 x 1 - 1" Filter	\$6.75	\$3.64	\$10.39
PL14.60.2	PleatLink® 14 x 60 x 2	\$6.75	\$3.64	\$10.39
PL14.75.1	PleatLink® 14 x 75 x 1 - 1" Filter	\$8.45	\$4.54	\$12.99
PL14.75.2	PleatLink® 14 x 75 x 2	\$8.45	\$4.54	\$12.99
PL14.90.1	PleatLink® 14 x 90 x 1 - 1" Filter	\$10.14	\$5.46	\$15.60
PL14.90.2	PleatLink® 14 x 90 x 2	\$10.14	\$5.46	\$15.60
PL15.15.2	PleatLink® 15 x 15 x 2	\$3.22	\$1.73	\$4.95
PL16.105.1	PleatLink® 16 x 105 x 1 - 1" Filter	\$13.52	\$7.27	\$20.79
PL16.105.2	PleatLink® 16 x 105 x 2	\$13.52	\$7.27	\$20.79
PL16.105.4	PleatLink® 16 x 105 x 4 - 4" Filter	\$22.97	\$12.38	\$35.35
PL16.115.1	PleatLink® 16 x 115 x 1 - 1" Filter	\$14.81	\$7.96	\$22.77
PL16.115.2	PleatLink® 16 x 115 x 2	\$14.81	\$7.96	\$22.77
PL16.115.4	PleatLink® 16 x 115 x 4 - 4" Filter	\$25.16	\$13.55	\$38.71
PL16.140.1	PleatLink® 16 x 140 x 1 - 1" Filter	\$18.02	\$9.70	\$27.72
PL16.140.2	PleatLink® 16 x 140 x 2	\$18.02	\$9.70	\$27.72
PL16.16.1	PleatLink® 16 x 16 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL16.16.2	PleatLink® 16 x 16 x 2	\$3.22	\$1.73	\$4.95
PL16.175.2	PleatLink® 16 x 175 x 2	\$22.53	\$12.12	\$34.65
PL16.25.1	PleatLink® 16 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL16.25.2	PleatLink® 16 x 25 x 2	\$3.22	\$1.73	\$4.95
PL16.25.4	PleatLink® 16 x 25 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL16.36.1	PleatLink® 16 x 36 x 1 - 1" Filter	\$4.63	\$2.50	\$7.13
PL16.36.2	PleatLink® 16 x 36 x 2	\$4.63	\$2.50	\$7.13
PL16.36.4	PleatLink® 16 x 36 x 4 - 4" Filter	\$7.88	\$4.25	\$12.13
PL16.45.1	PleatLink® 16 x 45 x 1 - 1" Filter	\$5.80	\$3.11	\$8.91
PL16.45.2	PleatLink® 16 x 45 x 2	\$5.80	\$3.11	\$8.91
PL16.45.2M11	PleatLink® 16 x 45 x 2 MERV 11	\$5.80	\$3.11	\$8.91
PL16.45.4	PleatLink® 16 x 45 x 4 - 4" Filter	\$9.85	\$5.30	\$15.15
PL16.60.1	PleatLink® 16 x 60 x 1 - 1" Filter	\$7.72	\$4.16	\$11.88
PL16.60.2	PleatLink® 16 x 60 x 2	\$7.72	\$4.16	\$11.88

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL16.60.4	PleatLink® 16 x 60 x 4 - 4" Filter	\$13.12	\$7.07	\$20.19
PL16.75.1	PleatLink® 16 x 75 x 1 - 1" Filter	\$9.66	\$5.19	\$14.85
PL16.75.2	PleatLink® 16 x 75 x 2	\$9.66	\$5.19	\$14.85
PL16.75.4	PleatLink® 16 x 75 x 4 - 4" Filter	\$16.41	\$8.83	\$25.24
PL16.90.1	PleatLink® 16 x 90 x 1 - 1" Filter	\$11.58	\$6.24	\$17.82
PL16.90.2	PleatLink® 16 x 90 x 2	\$11.58	\$6.24	\$17.82
PL16.90.4	PleatLink® 16 x 90 x 4 - 4" Filter	\$19.69	\$10.60	\$30.29
PL18.105.1	PleatLink® 18 x 105 x 1 - 1" Filter	\$15.20	\$8.18	\$23.38
PL18.105.2	PleatLink® 18 x 105 x 2	\$15.20	\$8.18	\$23.38
PL18.115.2	PleatLink® 18 x 115 x 2	\$16.65	\$8.97	\$25.62
PL18.140.2	PleatLink® 18 x 140 x 2	\$20.27	\$10.91	\$31.18
PL18.175.2	PleatLink® 18 x 175 x 2	\$25.34	\$13.64	\$38.98
PL18.18.1	PleatLink® 18 x 18 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL18.25.1	PleatLink® 18 x 25 x 1 - 1" Filter	\$3.62	\$1.95	\$5.57
PL18.25.2	PleatLink® 18 x 25 x 2	\$3.62	\$1.95	\$5.57
PL18.36.1	PleatLink® 18 x 36 x 1 - 1" Filter	\$5.21	\$2.81	\$8.02
PL18.36.2	PleatLink® 18 x 36 x 2	\$5.21	\$2.81	\$8.02
PL18.45.1	PleatLink® 18 x 45 x 1 - 1" Filter	\$6.51	\$3.51	\$10.02
PL18.45.2	PleatLink® 18 x 45 x 2	\$6.51	\$3.51	\$10.02
PL18.60.1	PleatLink® 18 x 60 x 1 - 1" Filter	\$8.69	\$4.68	\$13.37
PL18.60.2	PleatLink® 18 x 60 x 2	\$8.69	\$4.68	\$13.37
PL18.75.1	PleatLink® 18 x 75 x 1 - 1" Filter	\$10.86	\$5.85	\$16.71
PL18.75.2	PleatLink® 18 x 75 x 2	\$10.86	\$5.85	\$16.71
PL18.90.2	PleatLink® 18 x 90 x 2	\$13.02	\$7.02	\$20.04
PL20.10.2	PleatLink® 20 x 10 x 2	\$3.22	\$1.73	\$4.95
PL20.105.1	PleatLink® 20 x 105 x 1 - 1" Filter	\$16.89	\$9.10	\$25.99
PL20.105.2	PleatLink® 20 x 105 x 2	\$16.89	\$9.10	\$25.99
PL20.105.4	PleatLink® 20 x 105 x 4 - 4" Filter	\$28.71	\$15.47	\$44.18
PL20.115.1	PleatLink® 20 x 115 x 1 - 1" Filter	\$18.50	\$9.97	\$28.47
PL20.115.2	PleatLink® 20 x 115 x 2	\$18.50	\$9.97	\$28.47
PL20.115.4	PleatLink® 20 x 115 x 4 - 4" Filter	\$31.45	\$16.94	\$48.39
PL20.140.1	PleatLink® 20 x 140 x 1 - 1" Filter	\$22.53	\$12.12	\$34.65
PL20.140.2	PleatLink® 20 x 140 x 2	\$22.53	\$12.12	\$34.65
PL20.140.4	PleatLink® 20 x 140 x 4 - 4" Filter	\$38.29	\$20.61	\$58.90
PL20.16.1	PleatLink® 20 x 16 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL20.16.2	PleatLink® 20 x 16 x 2	\$3.22	\$1.73	\$4.95
PL20.160.2	PleatLink® 20 x 160 x 2	\$25.74	\$13.86	\$39.60
PL20.175.2	PleatLink® 20 x 175 x 2	\$28.16	\$15.16	\$43.32
PL20.208.1	PleatLink® 20 x 208 x 1 - 1" Filter	\$33.46	\$18.02	\$51.48

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL20.25.1	PleatLink® 20 x 25 x 1 - 1" Filter	\$4.02	\$2.17	\$6.19
PL20.25.2	PleatLink® 20 x 25 x 2	\$4.02	\$2.17	\$6.19
PL20.25.4	PleatLink® 20 x 25 x 4 - 4" Filter	\$6.83	\$3.69	\$10.52
PL20.36.1	PleatLink® 20 x 36 x 1 - 1" Filter	\$5.80	\$3.11	\$8.91
PL20.36.2	PleatLink® 20 x 36 x 2	\$5.80	\$3.11	\$8.91
PL20.36.4	PleatLink® 20 x 36 x 4 - 4" Filter	\$9.85	\$5.30	\$15.15
PL20.45.1	PleatLink® 20 x 45 x 1 - 1" Filter	\$7.24	\$3.89	\$11.13
PL20.45.2	PleatLink® 20 x 45 x 2	\$7.24	\$3.89	\$11.13
PL20.45.4	PleatLink® 20 x 45 x 4 - 4" Filter	\$12.31	\$6.62	\$18.93
PL20.60.1	PleatLink® 20 x 60 x 1 - 1" Filter	\$9.66	\$5.19	\$14.85
PL20.60.2	PleatLink® 20 x 60 x 2	\$9.66	\$5.19	\$14.85
PL20.60.4	PleatLink® 20 x 60 x 4 - 4" Filter	\$16.41	\$8.83	\$25.24
PL20.75.1	PleatLink® 20 x 75 x 1 - 1" Filter	\$12.07	\$6.50	\$18.57
PL20.75.2	PleatLink® 20 x 75 x 2	\$12.07	\$6.50	\$18.57
PL20.75.4	PleatLink® 20 x 75 x 4 - 4" Filter	\$20.52	\$11.04	\$31.56
PL20.90.1	PleatLink® 20 x 90 x 1 - 1" Filter	\$14.48	\$7.80	\$22.28
PL20.90.2	PleatLink® 20 x 90 x 2	\$14.48	\$7.80	\$22.28
PL20.90.4	PleatLink® 20 x 90 x 4 - 4" Filter	\$24.61	\$13.26	\$37.87
PL22.140.2	PleatLink® 22 x 140 x 2	\$24.77	\$13.34	\$38.11
PL22.22.1	PleatLink® 22 x 22 x 1 - 1" Filter	\$3.89	\$2.09	\$5.98
PL22.22.2	PleatLink® 22 x 22 x 2	\$3.89	\$2.09	\$5.98
PL22.25.1	PleatLink® 22 x 25 x 1 - 1" Filter	\$4.42	\$2.39	\$6.81
PL22.25.2	PleatLink® 22 x 25 x 2	\$4.42	\$2.39	\$6.81
PL22.36.1	PleatLink® 22 x 36 x 1 - 1" Filter	\$6.37	\$3.43	\$9.80
PL22.36.2	PleatLink® 22 x 36 x 2	\$6.37	\$3.43	\$9.80
PL22.45.1	PleatLink® 22 x 45 x 1 - 1" Filter	\$7.96	\$4.29	\$12.25
PL22.45.2	PleatLink® 22 x 45 x 2	\$7.96	\$4.29	\$12.25
PL23.105.2	PleatLink® 23 x 105 x 2	\$19.43	\$10.46	\$29.89
PL24.105.1	PleatLink® 24 x 105 x 1 - 1" Filter	\$20.27	\$10.91	\$31.18
PL24.105.2	PleatLink® 24 x 105 x 2	\$20.27	\$10.91	\$31.18
PL24.105.4	PleatLink® 24 x 105 x 4 - 4" Filter	\$34.45	\$18.56	\$53.01
PL24.115.1	PleatLink® 24 x 115 x 1 - 1" Filter	\$22.20	\$11.96	\$34.16
PL24.115.2	PleatLink® 24 x 115 x 2	\$22.20	\$11.96	\$34.16
PL24.115.4	PleatLink® 24 x 115 x 4 - 4" Filter	\$37.74	\$20.32	\$58.06
PL24.12.4	PleatLink® 24 x 12 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL24.140.1	PleatLink® 24 x 140 x 1 - 1" Filter	\$27.03	\$14.55	\$41.58
PL24.140.2	PleatLink® 24 x 140 x 2	\$27.03	\$14.55	\$41.58
PL24.140.4	PleatLink® 24 x 140 x 4 - 4" Filter	\$45.95	\$24.74	\$70.69
PL24.175.2	PleatLink® 24 x 175 x 2	\$33.78	\$18.19	\$51.97

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL24.20.2	PleatLink® 24 x 20 x 2	\$3.86	\$2.08	\$5.94
PL24.205.2	PleatLink® 24 x 205 x 2	\$39.58	\$21.31	\$60.89
PL24.215.2	PleatLink® 24 x 215 x 2	\$41.50	\$22.35	\$63.85
PL24.24.1	PleatLink® 24 x 24 x 1 - 1" Filter	\$4.63	\$2.50	\$7.13
PL24.24.2	PleatLink® 24 x 24 x 2	\$4.63	\$2.50	\$7.13
PL24.24.4	PleatLink® 24 x 24 x 4 - 4" Filter	\$7.88	\$4.25	\$12.13
PL24.36.1	PleatLink® 24 x 36 x 1 - 1" Filter	\$6.95	\$3.74	\$10.69
PL24.36.2	PleatLink® 24 x 36 x 2	\$6.95	\$3.74	\$10.69
PL24.36.4	PleatLink® 24 x 36 x 4 - 4" Filter	\$11.81	\$6.36	\$18.17
PL24.45.1	PleatLink® 24 x 45 x 1 - 1" Filter	\$8.69	\$4.68	\$13.37
PL24.45.2	PleatLink® 24 x 45 x 2	\$8.69	\$4.68	\$13.37
PL24.45.4	PleatLink® 24 x 45 x 4 - 4" Filter	\$14.77	\$7.95	\$22.72
PL24.60.1	PleatLink® 24 x 60 x 1 - 1" Filter	\$11.58	\$6.24	\$17.82
PL24.60.2	PleatLink® 24 x 60 x 2	\$11.58	\$6.24	\$17.82
PL24.60.4	PleatLink® 24 x 60 x 4 - 4" Filter	\$19.69	\$10.60	\$30.29
PL24.75.1	PleatLink® 24 x 75 x 1 - 1" Filter	\$14.48	\$7.80	\$22.28
PL24.75.2	PleatLink® 24 x 75 x 2	\$14.48	\$7.80	\$22.28
PL24.75.4	PleatLink® 24 x 75 x 4 - 4" Filter	\$24.61	\$13.26	\$37.87
PL24.90.1	PleatLink® 24 x 90 x 1 - 1" Filter	\$17.38	\$9.35	\$26.73
PL24.90.2	PleatLink® 24 x 90 x 2	\$17.38	\$9.35	\$26.73
PL24.90.4	PleatLink® 24 x 90 x 4 - 4" Filter	\$29.54	\$15.91	\$45.45
PL25.10.1	PleatLink® 25 x 10 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL25.10.2	PleatLink® 25 x 10 x 2	\$3.22	\$1.73	\$4.95
PL25.105.1	PleatLink® 25 x 105 x 1 - 1" Filter	\$21.11	\$11.37	\$32.48
PL25.105.2	PleatLink® 25 x 105 x 2	\$21.11	\$11.37	\$32.48
PL25.105.4	PleatLink® 25 x 105 x 4 - 4" Filter	\$35.89	\$19.33	\$55.22
PL25.115.1	PleatLink® 25 x 115 x 1 - 1" Filter	\$23.12	\$12.45	\$35.57
PL25.115.2	PleatLink® 25 x 115 x 2	\$23.12	\$12.45	\$35.57
PL25.115.4	PleatLink® 25 x 115 x 4 - 4" Filter	\$39.31	\$21.16	\$60.47
PL25.140.2	PleatLink® 25 x 140 x 2	\$28.16	\$15.16	\$43.32
PL25.16.4	PleatLink® 25 x 16 x 4 - 4" Filter	\$5.47	\$2.95	\$8.42
PL25.175.2	PleatLink® 25 x 175 x 2	\$35.19	\$18.95	\$54.14
PL25.20.2	PleatLink® 25 x 20 x 2	\$4.02	\$2.17	\$6.19
PL25.25.1	PleatLink® 25 x 25 x 1 - 1" Filter	\$5.03	\$2.71	\$7.74
PL25.25.2	PleatLink® 25 x 25 x 2	\$5.03	\$2.71	\$7.74
PL25.25.4	PleatLink® 25 x 25 x 4 - 4" Filter	\$8.55	\$4.60	\$13.15
PL25.36.1	PleatLink® 25 x 36 x 1 - 1" Filter	\$7.24	\$3.89	\$11.13
PL25.36.2	PleatLink® 25 x 36 x 2	\$7.24	\$3.89	\$11.13
PL25.36.4	PleatLink® 25 x 36 x 4 - 4" Filter	\$12.31	\$6.62	\$18.93

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL25.45.1	PleatLink® 25 x 45 x 1 - 1" Filter	\$9.05	\$4.87	\$13.92
PL25.45.2	PleatLink® 25 x 45 x 2	\$9.05	\$4.87	\$13.92
PL25.45.4	PleatLink® 25 x 45 x 4 - 4" Filter	\$15.39	\$8.28	\$23.67
PL25.60.1	PleatLink® 25 x 60 x 1 - 1" Filter	\$12.07	\$6.50	\$18.57
PL25.60.2	PleatLink® 25 x 60 x 2	\$12.07	\$6.50	\$18.57
PL25.60.4	PleatLink® 25 x 60 x 4 - 4" Filter	\$20.52	\$11.04	\$31.56
PL25.75.1	PleatLink® 25 x 75 x 1 - 1" Filter	\$15.08	\$8.12	\$23.20
PL25.75.2	PleatLink® 25 x 75 x 2	\$15.08	\$8.12	\$23.20
PL25.75.4	PleatLink® 25 x 75 x 4 - 4" Filter	\$25.64	\$13.81	\$39.45
PL25.90.1	PleatLink® 25 x 90 x 1 - 1" Filter	\$18.10	\$9.75	\$27.85
PL25.90.2	PleatLink® 25 x 90 x 2	\$18.10	\$9.75	\$27.85
PL25.90.4	PleatLink® 25 x 90 x 4 - 4" Filter	\$30.77	\$16.57	\$47.34
PL27.36.1	PleatLink® 27 x 36 x 1 - 1" Filter	\$7.82	\$4.21	\$12.03
PL27.36.2	PleatLink® 27 x 36 x 2	\$7.82	\$4.21	\$12.03
PL28.140.2	PleatLink® 28 x 140 x 2	\$31.54	\$16.97	\$48.51
PL28.25.1	PleatLink® 28 x 25 x 1 - 1" Filter	\$5.63	\$3.04	\$8.67
PL28.36.2	PleatLink® 28 x 36 x 2	\$8.11	\$4.37	\$12.48
PL28.45.1	PleatLink® 28 x 45 x 1 - 1" Filter	\$10.14	\$5.46	\$15.60
PL28.45.2	PleatLink® 28 x 45 x 2	\$10.14	\$5.46	\$15.60
PL28.45.4	PleatLink® 28 x 45 x 4 - 4" Filter	\$17.24	\$9.27	\$26.51
PL28.60.2	PleatLink® 28 x 60 x 2	\$13.52	\$7.27	\$20.79
PL28.75.2	PleatLink® 28 x 75 x 2	\$16.89	\$9.10	\$25.99
PL30.115.1	PleatLink® 30 x 115 x 1 - 1" Filter	\$27.75	\$14.94	\$42.69
PL30.115.2	PleatLink® 30 x 115 x 2	\$27.75	\$14.94	\$42.69
PL30.140.2	PleatLink® 30 x 140 x 2	\$33.78	\$18.19	\$51.97
PL30.15.1	PleatLink® 30 x 15 x 1 - 1" Filter	\$3.62	\$1.95	\$5.57
PL30.175.2	PleatLink® 30 x 175 x 2	\$42.23	\$22.74	\$64.97
PL30.25.1	PleatLink® 30 x 25 x 1 - 1" Filter	\$6.04	\$3.25	\$9.29
PL30.25.2	PleatLink® 30 x 25 x 2	\$6.04	\$3.25	\$9.29
PL30.30.1	PleatLink® 30 x 30 x 1 - 1" Filter	\$7.24	\$3.89	\$11.13
PL30.36.1	PleatLink® 30 x 36 x 1 - 1" Filter	\$8.69	\$4.68	\$13.37
PL30.36.2	PleatLink® 30 x 36 x 2	\$8.69	\$4.68	\$13.37
PL30.45.1	PleatLink® 30 x 45 x 1 - 1" Filter	\$10.86	\$5.85	\$16.71
PL30.45.2	PleatLink® 30 x 45 x 2	\$10.86	\$5.85	\$16.71
PL30.60.1	PleatLink® 30 x 60 x 1 - 1" Filter	\$14.48	\$7.80	\$22.28
PL30.60.2	PleatLink® 30 x 60 x 2	\$14.48	\$7.80	\$22.28
PL30.75.1	PleatLink® 30 x 75 x 1 - 1" Filter	\$18.10	\$9.75	\$27.85
PL30.75.2	PleatLink® 30 x 75 x 2	\$18.10	\$9.75	\$27.85
PL30.90.1	PleatLink® 30 x 90 x 1 - 1" Filter	\$21.73	\$11.69	\$33.42

**Exhibit A - Pricing****Contract 6545006**

<b>Inventory ID</b>	<b>Description</b>	<b>Material Price</b>	<b>Labor Price</b>	<b>Installed Total</b>
PL30.90.2	PleatLink® 30 x 90 x 2	\$21.73	\$11.69	\$33.42
PL35.45.2	PleatLink® 35 x 45 x 2	\$12.67	\$6.82	\$19.49
PL35.60.2	PleatLink® 35 x 60 x 2	\$16.89	\$9.10	\$25.99
PL4.36.2	PleatLink® 4 x 36 x 2	\$3.22	\$1.73	\$4.95
PL7.36.2	PleatLink® 7 x 36 x 2	\$3.22	\$1.73	\$4.95
PL7.45.2	PleatLink® 7 x 45 x 2	\$3.22	\$1.73	\$4.95
PL8.25.1	PleatLink® 8 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL8.25.2	PleatLink® 8 x 25 x 2	\$3.22	\$1.73	\$4.95
PL8.36.1	PleatLink® 8 x 36 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL8.36.2	PleatLink® 8 x 36 x 2	\$3.22	\$1.73	\$4.95
PL8.45.1	PleatLink® 8 x 45 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL8.45.2	PleatLink® 8 x 45 x 2	\$3.22	\$1.73	\$4.95
PL8.8.2	PleatLink® 8 x 8 x 2	\$3.22	\$1.73	\$4.95
PL9.15.1	PleatLink® 9 x 15 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL9.25.1	PleatLink® 9 x 25 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95
PL9.36.1	PleatLink® 9 x 36 x 1 - 1" Filter	\$3.22	\$1.73	\$4.95

\*Any request for adjustment is capped at 5% annually and must be supported by the consumer price index (CPI)

\*\* There will be a minimum service charge of \$75 per visit/per location. This will include the materials, labor and installation.

**Certificate Of Completion**

Envelope Id: 1529D3F7111F41F28A67DE855E7B4F26	Status: Completed
Subject: Metro Contract 6545006 with Bonded Filter Co, LLC dba BFC Solutions Letter of Acceptance-Add Lines	
Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 17	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original 2/6/2024 4:26:28 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Terri L. Ray terri.ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 2/6/2024 4:33:49 PM Viewed: 2/6/2024 4:35:29 PM Signed: 2/6/2024 4:35:38 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kim Megonnell Kim.Megonnell@BFCsolutions.com Chief Revenue Officer Bonded Filter Co LLC., dba BFC Solutions Security Level: Email, Account Authentication (None)		Sent: 2/6/2024 4:35:39 PM Viewed: 2/6/2024 4:42:41 PM Signed: 2/6/2024 4:42:54 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 2/6/2024 4:42:41 PM  
ID: 40f5de34-90bf-4b71-bacc-8e4c76094ac2

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)		Sent: 2/6/2024 4:42:59 PM Viewed: 2/23/2024 4:20:35 PM Signed: 2/23/2024 4:21:13 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/23/2024 10:42:01 AM ID: ccee1834-9c66-4cdd-8de4-0b69ec1dc391	<b>COPIED</b>	Sent: 2/23/2024 4:21:15 PM
Ava Elsaghir ava.elsaghir@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/23/2024 5:12:54 PM ID: 524ec812-bbe0-4ac3-b945-78f2d28acc02	<b>COPIED</b>	Sent: 2/23/2024 4:21:16 PM Viewed: 2/23/2024 5:22:06 PM
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/21/2023 10:20:59 AM ID: 3ccf2030-2fdc-4b9a-bf88-53bccb570865	<b>COPIED</b>	Sent: 2/23/2024 4:21:17 PM
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/16/2024 10:02:55 AM ID: 26098dbe-e60b-47d7-8f5d-672c6edf39c4	<b>COPIED</b>	Sent: 2/23/2024 4:21:18 PM
Eric R Lamb eric.lamb@bfc-solutions.com Business Development Director BFC Solutions Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/23/2024 4:21:20 PM
Abbie Harper abbie.harper@bfc-solutions.com VP Customer Success Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/31/2023 11:06:49 AM ID: 2bdb972e-95d1-4096-8b9e-7667ae9e5e1a	<b>COPIED</b>	Sent: 2/23/2024 4:21:21 PM
Chinita White Chinita.White@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/1/2024 3:54:25 PM ID: af6413b0-0ab4-4f31-85e8-a40868d5eb23	<b>COPIED</b>	Sent: 2/23/2024 4:21:22 PM

Carbon Copy Events	Status	Timestamp
Jackie Mckinley jackie.mckinley@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/23/2024 4:21:23 PM
Phillip Lanides Phillip.lanides@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/23/2024 4:21:24 PM
Susan Drye Susan.Drye@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/14/2024 10:54:22 AM ID: ea5d2a70-a3d6-4c3b-8a4a-a3824e5cecec	COPIED	Sent: 2/23/2024 4:21:25 PM
Calvin Thomas Calvin.thomas@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/23/2024 4:21:27 PM
Jerry Tomlinson Jerry.tomlinson@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/23/2024 4:21:28 PM
Darrell Pulley Darrell.pulley@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/23/2024 4:21:29 PM
Leigh Anne Burtchaell LeighAnne.Burtchaell@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/1/2023 7:27:41 AM ID: 241c2829-f372-4991-876f-dd94cfb8d2ed	COPIED	Sent: 2/23/2024 4:21:31 PM
Paul R Bird Paul.bird2@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/9/2024 9:49:26 AM ID: e148d4c2-a54e-4d15-a6c9-f9fa12794cea	COPIED	Sent: 2/23/2024 4:21:32 PM
Randall Jones randall.jones@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/23/2024 4:21:33 PM

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/2/2024 2:00:14 PM ID: 99266be8-1b81-4d5d-82a0-29cb133e10de  Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/23/2024 4:21:35 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/23/2024 8:04:44 AM ID: 2783e5af-111f-4282-bdfc-5eb8d38f01ab  Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/23/2024 4:21:36 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/22/2024 2:07:31 PM ID: ee66023d-4819-42e4-ab1c-3f96618a78b3  Jessica Horn Jessica.Horn@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/23/2024 4:21:37 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/20/2024 5:29:42 PM ID: 30d5cfa1-e08a-4d84-8fe9-638e81e0296d		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2024 4:33:49 PM
Certified Delivered	Security Checked	2/23/2024 4:20:35 PM
Signing Complete	Security Checked	2/23/2024 4:21:13 PM
Completed	Security Checked	2/23/2024 4:21:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM



SS #: SS2023148

Date Received: April 18, 2023

Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed sole source form and supporting documentation.

**Proposed supplier MUST be Registered in iProcurement**

Date: 04/18/2023 Requesting Department/Agency/Commission: General Services Department - BOSS  
Requesting Official: Ava Elsaghir Telephone #: 615-930-6049 This is for a multi-year contract.  
Product/Service Description: Supply and Install PleatLink Filters to various Metro buildings on as needed basis. Bonded Filter is the sole manufacturer and distributor of this type of filter (Reference attached sole source letter and a list of all types of PleatLink filters and prices attached to this request)

Total Purchase (Enter the value for the entire contract life) Price: ~~\$1,000,000.00~~ \$250,000.00  
BU Number: 10103220 Fund #: 10101 Object Account: \_\_\_\_\_ Any Other Accounting Info: \_\_\_\_\_

Proposed Supplier: Bonded Filter Company Proposed Supplier Contact: Eric Lamb  
Supplier Address: One Vantage Way, Suite D210 City: Nashville ST: TN Zip: 37228  
Supplier Telephone #: 615-499-3970 Supplier Email: eric.lamb@bfcsolutions.com

**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

**R4.12.060.02 Conditions for Use of Sole Source Procurement.**

Other item listed in R4.12.060.05

If Other, Explain Request: Not required if "Other" was not selected above.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: AE

Requesting Department Director's Signature of Approval: Velvet Hunter

Date: 4/18/2023 | 6:07 PM CDT



**One Vantage Way, Ste. D-210  
Nashville, TN 37228**

**Phone: 1-615-724-0105  
Toll Free: 1-800-758-2789**

To whom it may concern,

Let this letter be a notice that Bonded Filter Company Inc. d/b/a BFC Solutions is the sole manufacturer of and sole patent holder (US 8,092,567 B2) for the PleatLink® filtration system. I've attached a copy of the patent for review.

Best regards,

A handwritten signature in blue ink, appearing to read "Kim Megonnell".



**Kim Megonnell**

Chief Revenue Officer

BFC Solutions

One Vantage Way, Suite D-210 | Nashville, TN 37228

[Kim.Megonnell@bfc-solutions.com](mailto:Kim.Megonnell@bfc-solutions.com) | Direct: 615-483-0802

[Visit the BFC Solutions Website](#) & [Watch our Corporate Overview Video](#)



**From:** [Lamb, Eric](#)  
**To:** [Elsaghir, Ava \(General Services\)](#)  
**Subject:** RE: Pleatlink(r) Patent  
**Date:** Friday, April 14, 2023 8:15:50 AM  
**Attachments:** [image001.png](#)  
[image006.png](#)  
[image007.png](#)

---

**Attention:** This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Good morning. No, no authorized dealers.

With gratitude,  
Eric R. Lamb  
615-499-3970

---

**From:** Elsaghir, Ava (General Services) <Ava.Elsaghir@nashville.gov>  
**Sent:** Friday, April 14, 2023 6:34 AM  
**To:** Lamb, Eric <eric.lamb@bfc-solutions.com>  
**Subject:** RE: Pleatlink(r) Patent

Good Morning Eric – Thank you so much for submitting Pleatlink patent documents.  
One other question, Can METRO obtain Pleatlink filters through other authorized distributors if you may have any?.

Thank you  
Ava

**METRO GOVERNMENT OF NASHVILLE**  
**GENERAL SERVICES DEPARTMENT**  
**Ava Elsaghir | Procurement – Contracts Manager**  
Lindsley Hall - 730 President Ronald Reagan Way, Nashville, TN 37210  
[Ava.Elsaghir@Nashville.gov](mailto:Ava.Elsaghir@Nashville.gov)  
Office: 615.862.8957 | Cell: 615.930.6049

---

**From:** Lamb, Eric <eric.lamb@bfc-solutions.com>  
**Sent:** Thursday, April 13, 2023 11:49 AM  
**To:** Elsaghir, Ava (General Services) <[Ava.Elsaghir@nashville.gov](mailto:Ava.Elsaghir@nashville.gov)>  
**Subject:** Pleatlink(r) Patent

**Attention:** This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Hi Ava. Please see attached regarding our patented PleatLink® filtration system.

With gratitude,  
Eric

**Eric R. Lamb**  
Director of Enterprise Solutions  
BFC Solutions

One Vantage Way, Suite D-210 | Nashville, TN 37228

Direct: 615-499-3970 | [eric.lamb@bfc-solutions.com](mailto:eric.lamb@bfc-solutions.com)

[Visit the BFC Solutions Website](#) & [Watch our Corporate Overview Video](#)

**BFC Solutions will be the Preferred Partner for the Planned Preventative Maintenance needs for all our customers, nationwide.**

**We will offer a broad range of self-performed, semi-skilled services at a competitive price, backed with a market leading customer experience all across the USA.**

**Our value proposition is based on our patented PleatLink® technology combined with cleaning and reporting services delivered in a single, integrated stop.**



--

EXTERNAL EMAIL PLEASE USE CAUTION WHEN OPENING LINKS OR ATTACHMENTS!

This message has been scanned for viruses and dangerous content by [MailScanner](#), and is believed to be clean.

SS2023148

SS #: \_\_\_\_\_

April 18, 2023

Date Received: \_\_\_\_\_

**To be completed by the Procurement Division**

See attached

**Vetting & Research Needed; Date Requested by Purchasing Agent** \_\_\_\_\_

contract

**Sole Source is Approved for:** \_\_\_\_\_

**Sole Source is Denied (See determination summary for denial reason)**

6/13/2023 | 10:31 AM

**PURCHASING AGENT:** Michelle A. Hernandez Lane **Date:** \_\_\_\_\_



## Sole Brand Review

<b>Reviewed By:</b>	Z.A.K.		
<b>Recommendation:</b>	Approve – (Sole Brand & Sole Source)	<b>Department:</b>	General Services
<b>Supplier:</b>	Bonded Filter	<b>Pricing:</b>	N/A
<b>Description:</b>	PleatLink HVAC Filters, Installation, & Associated Services	<b>Method:</b>	N/A

---

Justification: Nature of the product makes use of a brand name suitable for the procurement.

---

**Review:****Sole Brand**

R4.16.030.02..2 (B) ii (C) permits the use of sole brand specifications when the nature of the product makes us of a brand name suitable for the procurement.

The department has determined that only PleatLink filters meet the health & safety requirements, plus sustainability goals, of their building programs. PleatLink filters are unique in the HVAC marketplace. According to the website & industry publications, PleatLink filters are custom sized for each installation, they reduce by 60% the amount of cardboard utilized for manufacturing and shipping filters, and they eliminate air bypass with their patented design. The latter is a contributor to both health and safety via recirculation and sustainability via air loss. The PleatLink filter is patented pursuant to Patent Number US 8,092,567 B2.

A sole brand is recommended pursuant to R4.16.030.02.2(B)ii(C).

**Sole Source**

Bonded Filter confirms & an internet search substantiates that only Bonded Filter can provide PleatLink products.

A sole source is recommended pursuant to R4.12.060.02.

**Certificate Of Completion**

Envelope Id: 7DE83372E6C946A0B178842428356687	Status: Sent
Subject: Metro Contract 6545006 Amendment 1 with Bonded Filter Co LLC dba BFC Solutions (General Services)	
Source Envelope:	
Document Pages: 129	Signatures: 10
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
6/26/2024 3:55:01 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Terri L. Ray		Sent: 6/26/2024 4:17:42 PM
Terri.Ray@nashville.gov		Viewed: 6/26/2024 4:18:39 PM
Finance Manager		Signed: 6/26/2024 4:32:10 PM
Metropolitan Government of Nashville and Davidson County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kathy King		Sent: 6/26/2024 4:32:17 PM
Kathy.King@nashville.gov		Viewed: 6/27/2024 7:35:56 AM
Security Level: Email, Account Authentication (None)		Signed: 6/27/2024 7:57:08 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 6/27/2024 7:35:56 AM  
ID: 34f9a9d5-bd40-4c1a-95f5-877639f09c51

Elizabeth Jefferson		Sent: 6/27/2024 7:57:15 AM
elizabeth.jefferson@nashville.gov		Viewed: 6/27/2024 3:34:59 PM
Security Level: Email, Account Authentication (None)		Signed: 6/27/2024 3:43:45 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 6/27/2024 3:34:59 PM  
ID: 301589c6-689f-47ca-8bcc-c99d01382df9

Jason Cocco		Sent: 6/27/2024 3:43:59 PM
jason.cocco@bfc-solutions.com		Viewed: 7/2/2024 4:31:31 PM
President		Signed: 7/5/2024 11:04:43 AM
Bonded Filter Co.		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 35.148.103.139	

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
<p>Accepted: 7/2/2024 4:31:31 PM ID: 2cd0f792-d27c-4516-9b27-06276fa39524</p>		
<p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent &amp; Chief Procurement Officer Security Level: Email, Account Authentication (None)</p>	<p><i>Dennis Rowland</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 7/5/2024 11:04:51 AM Viewed: 7/5/2024 11:30:42 AM Signed: 7/5/2024 11:31:53 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Gerald Smith gerald.smith@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Gerald Smith</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.212.162.108 Signed using mobile</p>	<p>Sent: 7/5/2024 11:32:00 AM Viewed: 7/5/2024 7:11:06 PM Signed: 7/5/2024 7:12:39 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/5/2024 7:11:06 PM ID: a409ee2b-6bbf-47fd-a0ad-5f48049247e6</p>		
<p>Kevin Crumbo/mal michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mal</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 184.186.16.195 Signed using mobile</p>	<p>Sent: 7/5/2024 7:12:45 PM Viewed: 7/7/2024 3:16:01 PM Signed: 7/8/2024 8:18:23 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mjw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 7/8/2024 8:18:30 AM Viewed: 7/8/2024 11:07:54 AM Signed: 7/8/2024 11:09:36 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/8/2024 11:07:54 AM ID: 012de3e4-069c-425e-ae0-f55c912173e0</p>		
<p>Lora Fox lora.fox@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>LBF</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.208.33.201 Signed using mobile</p>	<p>Sent: 7/8/2024 11:09:44 AM Resent: 7/9/2024 3:18:49 PM Viewed: 7/9/2024 3:33:28 PM Signed: 7/9/2024 3:34:42 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/9/2024 3:33:28 PM ID: 01548fef-9b69-4ce0-b560-86211bb7e3f9</p>		
<p>Tessa Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Tessa Ortiz-Marsh</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 7/9/2024 3:34:50 PM Viewed: 7/9/2024 4:48:48 PM Signed: 7/9/2024 4:49:16 PM</p>

Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
Accepted: 7/9/2024 4:48:48 PM  
ID: 650db6b8-8d62-4a64-8ed9-755c88d33a3a

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)

Sent: 7/9/2024 4:49:25 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jan Harvey  
jan.harvey@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 6/26/2024 4:17:42 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/26/2024 8:35:01 AM  
ID: 00f52a2f-efb5-4b11-9391-d33f978a53dd

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 7/2/2024 6:39:40 PM  
ID: d6346f2b-8f01-400a-82b0-b24d0b711795

Jeremy Frye  
jeremy.frye@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 7/3/2024 11:30:00 AM  
ID: 96a10aed-4ca8-4c38-8480-20918a2052ad

Ava Elsaghir  
ava.elsaghir@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 7/1/2024 12:38:10 PM  
ID: 0023be83-2cf9-4f2d-abe0-39d0c3ff1f8f

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Eric R Lamb  
eric.lamb@bfc-solutions.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kim Megonnell  
Kim.Megonnell@BFC-Solutions.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/6/2024 4:42:41 PM  
ID: 40f5de34-90bf-4b71-bacc-8e4c76094ac2

Balogun Cobb  
balogun.cobb@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/6/2024 6:24:39 PM  
ID: aaa18781-6e18-4819-a8b1-14917d3c8375

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/26/2024 4:17:42 PM
Envelope Updated	Security Checked	6/26/2024 4:30:46 PM
Envelope Updated	Security Checked	7/9/2024 3:18:49 PM
Envelope Updated	Security Checked	7/9/2024 3:18:49 PM
Envelope Updated	Security Checked	7/9/2024 3:18:49 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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