

# Regular Board of Education Meeting

September 25, 2023 5:00 PM

Robert J. Smallridge School Administration Building

## I. Call to Order

## II. Pledge of Allegiance and Presentation of Colors

## III. School Program by Woodland Elementary

## IV. Approval of Agenda

## V. Special Reports/Presentations

A. Good News

## VI. Public Forum

## VII. Consent Agenda

A. Minutes: 08-28-23

## VIII. Items for Action

A. Policy 4.700 Testing Programs - First and Second Reading

B. Consideration of Joining the Nationwide Legal Effort Against Social Media Companies for Likely Harm Caused to Students and Schools

C. FY24 21st Century Community Learning Center (CCLC) Grant

D. FY24 Public School Security Grant

E. FY24 Math Implementation Support Grant

F. FY24 HQIM Literacy Implementation Networks Grant

G. FY24 ARP Homeless 2.0 Grant

H. Purchase of RedBird Flight Simulators

I. Purchase of Cameras, Access Control Equipment and Server Systems for District Security

J. Purchase of Furniture for Grade 3 Classrooms and Elementary Media Centers

K. FY24 Audit Firm Engagement - Internal School Funds

L. FY24 Safety Patrol Washington D.C. Field Trip

M. ORHS Tri-M Music Society Club

## IX. Items for Information

A. Enrollment and Attendance Reports

B. Financial Report

## X. Items for Discussion

## XI. Old Business

## XII. New Business

## XIII. Communications

## XIV. Adjournment



## Oak Ridge High School

Sonya Minarik, Clinical Internship Educator, is proud to announce the clinical interns have completed their OSHA Healthcare Certifications. They are giving back to Oak Ridge Schools by going to the elementary and middle schools and placing important health information throughout these schools.

Multiple students have taken to the skies - flying an airplane from Tyson McGhee and circling ORHS. What an exciting program in our career and technical education studies!

## RMS

The Lady Rams Volleyball team are City Champs! On September 7th, the Lady Rams defeated the Jefferson Lady Eagles in two matches 25-19 and 25-16. The junior varsity team also won their game against Jefferson in three matches. The team is now 6-4 overall, 6-2 in the district, which puts them in a close race for second place in the district.

The RMS Give Club partnered with Second Harvest Food Bank on Saturday, August 26 in Clinton to help distribute food to families in need. Second Harvest provides a drive-thru food distribution that occurs every fourth Saturday of the month. RMS students were available to help load food into cars and experienced a wonderful opportunity of service. The club is also working on a *Give a Rock Project* for Willow Brook students and RMS staff. Students will paint small rocks with simple pictures and encouraging words, then will deliver them with hope of brightening someone's day. The Give Club will meet every Friday morning before school to work together on projects and determine upcoming service opportunities.

## Willow Brook

WBES RoBEARtics students participated in a Boot Camp at Jefferson. Since then, we have had four more students join the league. One of our amazing families, the Tingle Family made a table for our club.

We hosted a parent workshop on September 12 to learn about the upcoming MVP Benchmark test for second through fourth grade. Parents worked with teachers to review the process, learn about the tests and how they can support their student to be successful in showing us what they know.

Representative Monty Fritts visited WBES on September 15 to learn about STEM and how it is embedded in the elementary schools, our Portrait of a Graduate and capstone projects. He was able to visit Dr. Tiffany Collins' room where they were working as architectural engineers creating a maker's space in Dr. Collins' room. Students worked on essential standards through Engineering design.



## Willow Brook

WBES PTO hosted a Family Movie Night on September 15<sup>th</sup>. Students attended with their families to watch "The Mario Brothers" movie. Prior to movie night, Mr. Nussbaum shared a message with the families about the importance of attendance in the success of our students. A great time was had by all.

## JMS

Congratulations to the JMS FIRST Lego League teams, Atomic Eagles, JMS Master Builders, RadioActive Brix and Secret Innovation. These teams competed in the Robo Rodeo Sumo Bot competition at the TN Valley Fair on Sunday, September 10. The following sumobots finished in the top of the 27 entries through a double elimination bracket:

1<sup>st</sup> Place Sumobot – *Neytiri* by Ava Hartye from RadioActive Brix

2<sup>nd</sup> Place Sumobot – *Kitty Kat Bot Bot* by Skyla Hartye from RadioActive Brix

4<sup>th</sup> Place Sumobot – *Lucky Llama* by Natalie Shanafield from Atomic Eagles

5<sup>th</sup> Place Sumobot – *Dragon Fire* by Owen Bass, Addie Driskill and Phoebe Weston from Atomic Eagles

7<sup>th</sup> Place Sumobot – *Silent Storm* by Nina Vasquez from RadioActive Brix

7<sup>th</sup> Place Sumobot – *Heavy Sleeper* by Maverick Fitzwater, Tommy Sauer and Harry Shanafield from Atomic Eagles

11<sup>th</sup> Place Sumobot – *Confetti* by Laney May and Hannah Rieger from Secret Innovation

Two football records have been set this year since JMS became a middle school in 1995. Gavin Ellison is the first player to make an extra point kick in middle school history at JMS. He has made 5 out of 9 attempts this season. While Zayden Williams set a school record by scoring six touchdowns in one game against CAK this past week. It is the most touchdowns scored in a single game by a JMS student.

Tennessee Governor's School for the Arts (GSFTA) recognized Mr. Jim Dodson as its 2023 State Arts Teacher of the Year. Mr. Dodson, a 37-year art teacher at JMS and Oak Ridge's Mayor Pro Temp, was presented the award at the Frist Arts Museum in Nashville over the summer. He is only the fourth visual arts educator in the state to receive the award since its inception in 2009. Rodger Murray, Visual Arts Faculty Director of the Governor's School for the Arts, made the presentation along with two Oak Ridge students who were selected to attend this year's arts academy. Jim served as one of three jurors for the GSFTA for 35 years.

Among his many accolades, Mr. Dodson was named National Middle School Art Educator of the Year in 1999 and the Tennessee Art Educator of the Year in 1998 by the National Art Education Association. He also received the Tennessee Education Association's Distinguished Educator Award. He has been a frequent instructor and adjudicator at local, regional and national events, and he was



## JMS

the visual art coordinator for the Tennessee Arts Academy in Nashville for seven summers. As board member of the Tennessee Arts Education Association, Mr. Dodson organized student exhibitions held in regional art museums in east, middle and west Tennessee which have provided over \$10 million in college scholarships over its 17-year history. As an artist, Mr. Dodson has won awards at the Dogwood Arts Synergy: A Student & Art Educator Exhibit and was selected to show in the Dogwood Regional Art Exhibition. He won first place in the Connections Exhibit at Belmont University in Nashville. He has been commissioned to create art for Holy Ghost Catholic Church, Knox County Government and Disney World and illustrated a book authored by a University of Tennessee professor.

Mr. Dodson has also served on Oak Ridge City Council since 2016 and has been on the Planning Commission for several years, now as its Vice-Chair. His community work has been recognized with several local awards, including the Emory Valley Center's Compassion Award, Children's Museum Friends of the Child Award, ADFAC's Bow Tie Recipient and the Chamber's Lifetime Achievement Award.

When asked about the most recent honor, Jim said, "being an art teacher gives me the opportunity to provide my students with a tool to express themselves, be creative, as well as improve problem-solving and cooperative skills. And I have been blessed to be an art teacher in a community like Oak Ridge that has such a strong legacy of arts appreciation along with its scientific history."

## Oak Ridge Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Testing Programs</b>	Descriptor Code: <b>4.700</b>	Issued Date: <b><del>11/21/22</del></b>
		Rescinds:	Issued: <b><u>11/21/22</u></b> <b>08/23/21</b> <b>03/29/21</b> <b>09/23/19</b> <b>05/21/18</b> <b>01/08/18</b> <b>05/22/17</b> <b>01/02/17</b> <b>06/27/16</b> <b>01/04/16</b> <b>11/24/14</b>

1 *General*

2 The Board shall provide for a system-wide testing program which shall be periodically reviewed and  
3 evaluated. The purposes of the program shall be to:

- 4 1. Assist in promoting accountability;
- 5 2. Determine the progress of students;
- 6 3. Assess the effectiveness of the instructional program and student learning;
- 7 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 8 5. Analyze the improvements needed in a given instructional area;
- 9 6. Assist in the screening of students with learning difficulties;<sup>1</sup>
- 10 7. Assist in placing students in remedial programs;
- 11 8. Provide information for college entrance and placement; and
- 12 9. Assist in educational research by providing data.<sup>2</sup>

13 The Superintendent of Schools or designee shall be responsible for planning and implementing the  
14 program, which includes:

- 1 1. Determining specific purposes for each test;
- 2 2. Selecting the appropriate test to be given;
- 3 3. Establishing procedures for administering the tests;
- 4 4. Making provision for interpreting and disseminating the results;
- 5 5. Maintaining testing information in a consistent and confidential manner; and
- 6 6. Ensuring that results are obtained as quickly as possible, especially when placement in a
- 7 special learning program might be necessary.

8 State-mandated student testing programs shall be undertaken in accordance with procedures published  
9 by the State Department of Education.<sup>3</sup>

#### 10 **WEIGHTING TCAP SCORES**

11 TNReady<sup>4</sup> and EOC<sup>5</sup> scores will be included in students' final grades as follows:

- 12 1) Grades 3-5 – 15%
- 13 2) Grades 6-8 – 15%
- 14 3) Grades 9-12 – 15%

15 The methodology that is used to change raw scores provided by the state into student grades is called  
16 Standard Deviation (10). This method determines how far a given raw score is from the average raw  
17 score on the test. In general, students who are within  $\pm 1$  standard deviation would score between 75 and  
18 95. Anything above or below one standard deviation would score above 95 or below 75 respectively.

19 The Superintendent may exclude these scores from students' final grades if scores are not received by  
20 the district at least five (5) instructional days before the end of the course.<sup>4,5</sup>

#### 21 **INTEREST INVENTORIES AND CAREER ASSESSMENTS<sup>6</sup>**

22 Interest inventories shall be made available to middle schoolers. These will include assessments such as  
23 the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

24 Career aptitude assessments shall be administered to 8<sup>th</sup> graders in order to inform the student's high  
25 school plan of study. Upon receiving the results from these assessments, the school shall provide students  
26 with information on any available career and technical education opportunities in which the student is  
27 eligible to participate in.

#### 28 **TESTING INFORMATION AND PARENTAL CONSENT**

29 Any test directly concerned with measuring student ability or achievement through individual or group  
30 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee  
31 of the system without first obtaining written consent of the parents or guardians.<sup>2</sup>

1 Results of all group tests shall be recorded on the students' permanent records and shall be made  
2 available to appropriate personnel in accordance with established board policies.<sup>7</sup>

3 No later than July 31 of each year, the Board shall publish on its website information related to state  
4 and board mandated tests that will be administered during the school year. The information shall  
5 include:<sup>8</sup>

- 6
- 7 1. The name of the test;
- 8 2. The purpose and use of the test;
- 9 3. The grade or class in which the test will be administered;
- 10 4. The tentative date or dates that the test will be administered; and
- 11 5. The time and manner in which parents and students will be notified of the results of the test.
- 12 6. How parents can access the questions and answers on their student's state-required test.
- 13 7. If a district-mandated test, how the test complements and enhances student instruction and  
14 learning and how it serves a purpose distinct from state-required tests.

15 Testing information shall also be placed in student handbooks or other school publications that are  
16 provided to parents/guardians on an annual basis.

#### 17

#### 18 **TESTING FOR GRADE PLACEMENT OR AWARDING CREDIT<sup>9</sup>**

19

20 Students transferring from a Category IV church-related school, Category V private school, or home  
21 school shall be awarded credit upon completion of a written exam. These exams shall be approved,  
22 administered, and graded by the school's principal/designee. Upon request from a parent/guardian,  
23 student scores from a nationally standardized achievement test in the relevant subject shall be accepted  
24 as a substitute for these exams.

25

26 For students in grades nine through twelve (9-12), the exam shall only cover the last course completed  
27 by the student (for example, if a student has completed English I, II, and III, the examination shall only  
28 cover English III).

29

30 The Superintendent of Schools/designee shall provide notice to parent(s)/guardian(s) of these exams.

#### 31

#### 32 **HIGH SCHOOL CREDIT EXAM FOR ELIGIBLE COURSES<sup>10</sup>**

33

34 A student in grades nine through twelve (9-12) may receive credit for an eligible course in which the  
35 student is not enrolled but attains a qualifying score on the eligible course's credit exam. The  
36 qualifying scores for these exams shall be presented to the Board at the June board meeting.

37

1 The Superintendent/designee shall be responsible for determining which eligible courses will have a  
 2 credit exam and shall provide high school students each semester the opportunity to take a credit exam  
 3 for an eligible course offered. Each eligible course's credit exam shall be administered to any student  
 4 seeking course credit within the first week of each semester as determined by the curriculum  
 5 principal. Before taking a credit exam, the student shall be notified of the qualifying score needed to  
 6 receive credit for the eligible course and the grade that will be included in his/her overall grade point  
 7 average if the student achieves a qualifying score on the credit exam. A student may only take a credit  
 8 exam once.

9  
 10 A student may take up to four (4) exams, earning no more than four (4) credits that will be applied to  
 11 the student's graduation requirements and be included in the student's overall grade point average.

12  
 13 The Superintendent/designee shall provide information on these exams to the Department of Education  
 14 at the end of the school year per state law.

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Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(11)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 49-6-412
7. TCA 10-7-504(a)(4)(A)
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103
9. TRR/MS 0520-07-01-.03(3)

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Cross-References

- Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600

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Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(11)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(10); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 49-6-412
7. TCA 10-7-504(a)(4)(A)
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103
9. TRR/MS 0520-07-01-.03(3)
10. Public Acts of 2023, Chapter No. 269; State Board of Education Policy 2.103

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Cross References

- Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600



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September 18, 2023

**VIA EMAIL**

Dr. Bruce Borchers, Superintendent  
Oak Ridge Schools  
Post Office Box 6588  
Oak Ridge, TN 37831

**RE: Meta Platforms, Inc.: Mass Tort Litigation**

Dear Dr. Borchers:

I hope you are doing well. As you know, I previously worked with the Frantz Law Group, a law firm out of the State of California, on multi-district litigation they filed nationwide against JUUL in relation to vaping related claims. That litigation was settled in 2022, and school systems in Tennessee and throughout the country will start receiving their settlement proceeds this fall and for many years to come. While I cannot go into all the details, I can tell you that there were school systems in Tennessee who received seven and six figure settlements.

I am now working again with the Frantz Law Group on another type of multi-district litigation. Attached as a link for your review, or for any member of the Board's review, you will find a Complaint filed on May 8, 2023, by the Frantz Law Group on behalf of Clarksville-Montgomery Schools in Tennessee. This Complaint was filed against numerous social media companies, including Meta, Facebook, Google, etc., specifically bringing claims based on the countless number of hours that schools are devoting to social media related issues (counseling, discipline, etc.). We think this subject is ripe for litigation, and we remain hopeful that such litigation will finally lead to a change in behavior as to how social media companies approach teenage users.

So far, we have already had a number of school systems sign up to join this fight against social media companies, including, but not limited to, Clarksville-Montgomery, Knox County, Sevier County, Oneida, and others. We would love for your school system to join this fight as well. If you are interested, the Board during its next public meeting would just need to make a motion, a second, and then approve joining litigation through the Frantz Law Group and Lewis Thomason against the social media companies as named within the attached lawsuit.

September 18, 2023

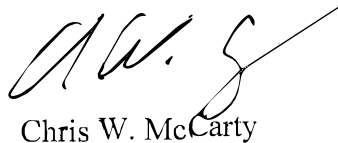
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As with the JUUL litigation, there are no fees associated with the litigation against social media companies. Instead, as you will see within the attached form Agreement with the Frantz Law Group lawyers would only get paid in this fight should settlement or a judgment occur. If you have any questions about that process, or any aspect of this litigation, please call me at any point to discuss the same.

I hope your Board will consider joining us in this litigation. If they do not, however, I certainly understand. I am sure we will be talking again soon anyway on any number of other questions, issues, or items as they arise.

Thank you for your time and consideration, and I hope to talk to you again soon.

Sincerely,

A handwritten signature in black ink, appearing to read "C.W. McCarty", with a long, sweeping horizontal stroke extending to the right.

Chris W. McCarty

CWM/par

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**CLARKSVILLE-MONTGOMERY  
COUNTY SCHOOL SYSTEM;**

**Plaintiffs,**

v.

**META PLATFORMS, INC.; FACEBOOK  
HOLDINGS, LLC; FACEBOOK  
OPERATIONS, LLC; META  
PLATFORMS TECHNOLOGIES, LLC;  
META PAYMENTS, INC.; INSTAGRAM,  
LLC; SICULUS, INC.; SNAP, INC.;  
TIKTOK, INC.; BYTEDANCE, INC.;  
ALPHABET, INC.; GOOGLE, LLC; XXVI  
HOLDINGS, INC.; WHATSAPP, INC.;  
and YOUTUBE, LLC.**

**Defendants.**

**Case No.: 3:23-cv-02233**

**COMPLAINT**

- 1. PUBLIC NUISANCE**
- 2. NEGLIGENCE**
- 3. GROSS NEGLIGENCE**
- 4. RICO**
- 5. CONSPIRACY TO CONDUCT THE  
AFFAIRS OF THE ENTERPRISE  
THROUGH A PATTERN OF  
RACKETERRING ACTIVITY (18  
U.S.C. § 1962)**

**JURY TRIAL DEMANDED**

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18 U.S.C. § 1964..... 8, 96, 97

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1 **I. INTRODUCTION**

2 **A. Defendants’ Role in the Youth Mental Health Crisis**

3 1. American youth are facing possibly the most severe mental health crisis in history.  
4 Along with the benefits of the rise of technology, also comes serious consequences. The major  
5 social media platforms including Facebook, Snapchat, Instagram, TikTok and YouTube have  
6 spent millions to develop and market their products to minors, keeping them coming back for  
7 more, and significantly contributing to this mental health crisis.

8 2. Meta Platforms, Inc., Facebook Holdings, LLC, Facebook Operations, LLC, Meta  
9 Payments Inc., Meta Platforms Technologies, LLC, Instagram, LLC, Siculus, Inc., Snap Inc.,  
10 TikTok Inc., ByteDance Inc., Alphabet Inc., Google LLC, XXVI Holdings Inc., Whatsapp, Inc.,  
11 and YouTube, LLC (hereinafter, “**Defendants**”) design, market, promote, and operate social  
12 media platforms. Over the past decade, each has grown their respective platforms exponentially,  
13 from millions to billions of users. Defendants have not only increased their users, but also  
14 enhanced the frequency of use of their platforms. Across the country, including in Plaintiffs’  
15 district, the youth mental health crisis has seen a sharp increase due to excessive use of  
16 Defendants’ platforms. More minors are struggling with mental health than ever before, with  
17 suicide now the second leading cause of death for American minors.

18 3. Defendants have engaged in the aforementioned acts for profit. Their business  
19 models are based on advertisements. Defendants’ users expend more time using Defendant’s  
20 platforms, allowing Defendants to sell more advertisements and increase their profits  
21 exponentially.

22 4. Minors are central to Defendants’ business models. Minors are more likely than not  
23 to have access to a cell phone and they gain access to social media. As one Defendant put it,  
24 “los[ing] the teen foothold in the U.S.[.]” would mean “los[ing] the pipeline” for growth.<sup>1</sup>

25 5. Defendants have maximized the time users—particularly minors—spend on their  
26

27 <sup>1</sup> Sheera Frenkel *et al.*, *Instagram Struggles with Fears of Losing Its ‘Pipeline’: Young Users*, N.Y. Times (Oct. 26,  
28 2021), <https://www.nytimes.com/2021/10/16/technology/instagram-teens.html>.

1 platforms by purposely designing, refining, and operating them to exploit the neurophysiology of  
2 the brain’s reward systems to ensure users come back frequently, and remain on the respective  
3 platforms for as much time as possible.

4 6. Minors are particularly susceptible to Defendants’ manipulative conduct in that their  
5 brains are not fully developed. Consequently, the minors lack the same emotional maturity,  
6 impulse control, and psychological resiliency as adult users.

7 7. Defendants have successfully exploited the vulnerable brains of minors, causing millions of  
8 students across the United States, including in Plaintiffs’ district, to become addicted to and  
9 excessively using Defendants’ social media platforms. Furthermore, the content Defendants  
10 direct to minors is many times harmful and exploitive (e.g., instigating vandalism, eating  
11 disorders, or encouraging self-harm).

12 8. Defendants’ misconduct is a substantial factor resulting in a youth mental health crisis,  
13 which has been marked by increasingly higher proportions of minors struggling with anxiety,  
14 depression, thoughts of self-harm, and suicidal ideation.

15 9. The state of children’s mental health led the American Academy of Pediatrics, the  
16 American Academy of Child and Adolescent Psychiatry, and the Children’s Hospital Association  
17 to declare a national emergency, and the U.S. Surgeon General to issue an advisory “to highlight  
18 the urgent need to address the nation’s youth mental health crisis.”<sup>2</sup>

19 10. The Centers for Disease Control and Prevention (“CDC”) highlighted this crisis in its  
20 most recent bi-annual Youth Risk Behavior Survey report, which evidences a steady and then  
21 accelerated increase in almost every category of risk between 2011 and 2021. The survey found  
22 that there is an increased use and popularity of YouTube, TikTok, and Snap Defendants’  
23 platforms during the same time period. The findings set forth in the report are that although the  
24 pandemic added to stressors for depression from isolation, the crisis pre-existed the pandemic.

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25 <sup>2</sup> *AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health*, Am. Acad.  
26 Pediatrics (Oct. 19, 2021), [https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-  
aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/](https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/); U.S.  
27 *Surgeon General Issues Advisory on Youth Mental Health Crisis Further Exposed by COVID-19 Pandemic*, U.S.  
28 Dep’t Health & Hum. Servs. (Dec. 6, 2021), [https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-  
health-advisory.pdf](https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf)

1 Use of the YouTube, TikTok, and Snap defendants' platforms also increased during the  
2 pandemic. Dr. Victor Fornari, the vice chair of child and adolescent psychiatry for Norwell  
3 Health, which is New York's largest health system, argues that there is "no question" of an  
4 association between the use of social media and the dramatic increase in suicidal behavior and  
5 depressive mood.<sup>3</sup>

6 11. Defendants' algorithm's perpetuate content that is harmful to children. "Kids are  
7 now vulnerable to cyberbullying and critical comments, like 'I hate you', 'Nobody likes you'...  
8 It's like harpoons to their heart every time."<sup>4</sup>

9 12. Defendants' social media platforms produce an even greater burden on an already  
10 strained system as the youth mental health crisis continues getting worse, and Defendants'  
11 continue to profit. "We don't have enough therapists to care for all these kids."<sup>5</sup> In fact, the  
12 number of teens and adolescents waiting in the emergency room for mental health treatment for  
13 suicide nationwide has tripled from 2019 to 2021.<sup>6</sup>

14 13. President Joe Biden has also called attention to the harm social media has wrought  
15 on youth and implored all to "hold social media platforms accountable for the national  
16 experiment they're conducting on our children for profit."<sup>7</sup>

17 14. Minors in Plaintiff's school district, and others, are experiencing a similar health  
18 crisis as observed nationally.

19 15. Students that experience anxiety, depression, and other mental health issues perform  
20 worse in school, are less likely to attend school, more likely to engage in substance abuse, and to  
21 act out, all of which directly affects Plaintiffs' ability to function.

22 16. That is why 96 percent of school districts, including Plaintiff, provide mental health  
23

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24 <sup>3</sup> Azeen Ghorayshi & Roni Caryn Rabin, *Teen Girls Report Record Levels of Sadness, C.D.C. Finds*, The New  
25 York Times (Feb. 13, 2023), <https://www.nytimes.com/2023/02/13/health/teen-girls-sadness-suicide-violence.html>  
(last visited Mar. 20, 2023).

26 <sup>4</sup> *Id.*

27 <sup>5</sup> *Id.*

28 <sup>6</sup> Stephen Stock, *Children Languish in Emergency Rooms Awaiting Mental Health Care*, CBS News (Feb. 27,  
2023) <https://www.cbsnews.com/news/emergency-rooms-children-mental-health/> (last visited Mar. 30, 2023).

<sup>7</sup> President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at  
<https://www.whitehouse.gov/state-of-the-union-2022/>).

1 services to its students. But Plaintiff requires a comprehensive, long-term plan along with  
2 funding to drive a sustained reduction and abatement of the mental health crisis its minors are  
3 experiencing caused by Defendants.

## 4 **II. JURISDICTION AND VENUE**

5 17. The Court has subject-matter jurisdiction over this case under 18 U.S.C. § 1964 and 28  
6 U.S.C. § 1331 because the amount in controversy exceeds \$75,000, and because this action  
7 arises, in part, under the Racketeer Influenced and Corrupt Organizations Act (“RICO”).

8 18. The Court has personal jurisdiction over Defendants because they engage in business in  
9 the Northern District of California and have sufficient minimum contacts with the District.  
10 Defendants intentionally availed themselves of the markets in this State through deceptive and  
11 misleading promotion, marketing, and operations of their platforms at issue in this lawsuit in  
12 California, and by retaining significant profits and proceeds from these activities, to tender the  
13 exercise of jurisdiction by this Court permissible under California law and the United States  
14 Constitution.

15 19. Venue is appropriate in the Northern District of California pursuant to 28 U.S.C. §  
16 1391 because Defendants have engaged in substantial business operations and marketing in this  
17 District; because Defendants entered into relevant transactions and received substantial ill-gotten  
18 gains and profits from consumers who reside in this District. In addition, Plaintiffs reside in and  
19 were harmed by Defendants’ conduct in this District, and a substantial part of the events, acts  
20 and omissions giving rise to this action occurred in this District.

## 21 **III. PARTIES**

### 22 **A. Plaintiff**

23 20. Plaintiff CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM  
24 (“Plaintiff” or “CLARKSVILLE-MONTGOMERY”) is a school district serving 37,680 students  
25 and is comprised of 43 schools spanning grades pre-kindergarten to high school, consisting of 24  
26 elementary schools, 8 middle schools, 7 high schools, and 7 alternative schools. Clarksville-

1 Montgomery is located in Montgomery County, Tennessee, with a population of approximately  
2 227,900 residents.

3 21. Plaintiffs allege that Defendants design, advertising, marketing, and operation of their  
4 social media platforms and products target minors, and that these platforms are intentionally and  
5 deliberately designed to exploit and cause minors to become addicted, which has caused the  
6 harm to Plaintiffs alleged herein.

7 **B. Facebook and Instagram Defendants**

8 22. Defendant Meta Platforms, Inc. (“Meta”), formerly known as Facebook, Inc., is a  
9 Delaware corporation with its principal place of business in Menlo Park, California.

10 23. Defendant Meta develops and maintains social media platforms, communication  
11 platforms, and electronic devices that are widely available to users throughout the United States.  
12 The platforms developed and maintained by Meta include Facebook (including its self-titled app,  
13 Marketplace, and Workplace), Messenger (including Messenger Kids), Instagram, Whatsapp and  
14 a line of electronic virtual reality devices and services called Meta Quest (collectively, “**Meta**  
15 **platforms**”).

16 24. Meta transacts or has transacted business in this District and throughout the United  
17 States. At all times material to this Complaint, acting alone or in concert with its subsidiaries  
18 (identified below), Meta has advertised, marketed, and distributed the Meta platforms to  
19 consumers throughout the United States. At all times material to this Complaint, Meta  
20 formulated, directed, controlled, had the authority to control, or participated in the acts and  
21 practices set forth in this Complaint.

22 25. Meta’s subsidiaries include Facebook Holdings, LLC; Facebook Operations, LLC;  
23 Meta Payments Inc.; Meta Platforms Technologies, LLC; Instagram, LLC; Whatsapp, Inc. and  
24 Siculus, Inc.

25 26. Defendants Facebook Holdings, LLC (“**Facebook Holdings**”) was organized  
26 under the laws of the state of Delaware on March 11, 2020, and is a wholly owned subsidiary of  
27 Meta Platforms, Inc. Facebook Holdings is primarily a holding company for entities involved in  
28

1 Meta’s supporting and international endeavors, and its principal place of business is in Menlo  
2 Park, California. Defendant Meta is the sole member of Facebook Holdings.

3 27. Defendant Facebook Operations, LLC (“**Facebook Operations**”) was organized  
4 under the laws of the state of Delaware on January 8, 2012, and is a wholly owned subsidiary of  
5 Meta Platforms, Inc. The principal place of business of Facebook Operations is in Menlo Park,  
6 California. Defendant Meta is the sole member of Facebook Operations.

7 28. Defendant Meta Payments Inc. (“**Meta Payments**”) was incorporated in Florida  
8 on December 10, 2010, as Facebook Payments Inc. In July 2022, the entity’s name was amended  
9 to Meta Payments Inc. Meta Payments is a wholly owned subsidiary of Meta Platforms, Inc.  
10 Meta Payments manages, secures, and processes payments made through Meta, among other  
11 activities, and its principal place of business is in Menlo Park, California.

12 29. Defendant Meta Platforms Technologies, LLC (“**Meta Platforms Technologies**”) was  
13 organized under the laws of the state of Delaware as “Oculus VR, LLC” on March 21, 2014, and  
14 acquired by Meta on March 25, 2014. Oculus VR, LLC subsequently changed its name to  
15 “Facebook Technologies, LLC” on April 26, 2021 and then from “Facebook Technologies,  
16 LLC” to “Meta Platforms Technologies, LLC” on April 26, 2022. Meta Platforms Technologies  
17 develops Meta’s virtual and augmented reality technology, such as the Meta Quest line of  
18 services, among other technologies related to Meta’s platforms, and its principal place of  
19 business is in Menlo Park, California. Defendant Meta is the sole member of Meta Platforms  
20 Technologies.

21 30. Defendant Instagram, LLC (“Instagram”) was founded by Kevin Systrom and Mike  
22 Krieger in October 2010 and is a social media platform designed for photo and video sharing. In  
23 April 2012, Meta purchased the company for approximately \$1 billion. Meta reformed the  
24 limited liability company under the laws of the state of Delaware on April 7, 2012, and the  
25 company’s principal place of business is in Menlo Park, California. Defendant Meta is the sole  
26 member of Instagram.

27 31. Defendant Siculus, Inc. (“Siculus”) was incorporated in Delaware on October 19,  
28

1 2011. Siculus is a wholly owned subsidiary of Meta, which supports Meta platforms by  
2 constructing data facilities and other projects. Siculus’s principal place of business is in  
3 Menlo Park, California.

4 32. Defendant WhatsApp Inc. (“WhatsApp”) was founded by Brian Acton and Jan  
5 Koum in February 2009. WhatsApp is an instant messaging (“IM”) and voice-over-IP (“VoIP”)  
6 app. In February 2014, Meta purchased the company for \$19 billion. WhatsApp was  
7 incorporated under the laws of the state of Delaware on February 14, 2014, and the company’s  
8 principal place of business is in Menlo Park, California. Defendant Meta is the sole member of  
9 WhatsApp.

10 **C. Snap Defendant**

11 33. Defendant Snap Inc. (“Snap”) is a Delaware corporation with its principal place  
12 of business in Santa Monica, California. Snap transacts or has transacted business in this District  
13 and throughout the United States. At all times material to this Complaint, acting alone or in  
14 concert with others, Snap has developed, advertised, marketed, and distributed the Snapchat  
15 social media platform to consumers throughout the United States. At all times material to this  
16 Complaint, Snap formulated, directed, controlled, had the authority to control, or participated in  
17 the acts and practices set forth herein.

18 **D. TikTok Defendants**

19 34. Defendant TikTok Inc. (“TikTok”) is a social media platform owned by the Chinese  
20 company, ByteDance Inc. TikTok was incorporated in California on April 30, 2015, with its  
21 principal place of business in Culver City, California. TikTok Inc. transacts or has transacted  
22 business in this District and throughout the United States. At all times material to this Complaint,  
23 acting alone or in concert with others, TikTok Inc. has advertised, marketed, and distributed the  
24 TikTok social media platform to consumers throughout the United States. At all times material to  
25 this Complaint, acting alone or in concert with ByteDance Inc., TikTok Inc. formulated, directed,  
26 controlled, had the authority to control, or participated in the acts and practices set forth in this  
27 Complaint.

1 35. Defendant ByteDance Inc. (“ByteDance”) is a Chinese company that has incorporated  
2 in Delaware, with its principal place of business in Mountain View, California. ByteDance  
3 transacts or has transacted business in this District and throughout the United States. At all times  
4 material to this Complaint, acting alone or in concert with others, ByteDance has advertised,  
5 marketed, and distributed the TikTok social media platform to consumers throughout the United  
6 States. At all times material to this Complaint, acting alone or in concert with TikTok Inc.,  
7 ByteDance formulated, directed, controlled, had the authority to control, or participated in the  
8 acts and practices set forth in this Complaint.

9 **E. YouTube Defendants (Alphabet Inc., XXVI Holdings, Google, and YouTube)**

10 36. Defendant Alphabet Inc. is a Delaware corporation with its principal place of  
11 business in Mountain View, California. Alphabet Inc. is the sole stockholder of XXVI Holdings  
12 Inc.

13 37. Defendant XXVI Holdings Inc. is a Delaware corporation with its principal place  
14 of business in Mountain View, California. XXVI Holdings, Inc. is a wholly owned subsidiary of  
15 Alphabet Inc. and the managing member of Google LLC (“Google”).

16 38. Defendant Google is a limited liability company organized under the laws of the  
17 state of Delaware, and its principal place of business is in Mountain View, California. Google  
18 LLC is a wholly owned subsidiary of XXVI Holdings Inc., and the managing member of  
19 YouTube, LLC. Google LLC transacts or has transacted business in this District and throughout  
20 the United States. At all times material to this Complaint, acting alone or in concert with others,  
21 Google LLC has advertised, marketed, and distributed its YouTube video sharing platform to  
22 consumers throughout the United States. At all times material to this Complaint, acting alone or  
23 in concert with YouTube, LLC, Google LLC formulated, directed, controlled, had the authority  
24 to control, or participated in the acts and practices set forth in this Complaint.

25 39. Defendant YouTube, LLC is a limited liability company organized under the laws  
26 of the state of Delaware, and its principal place of business is in San Bruno, California.

1 YouTube, LLC is a wholly owned subsidiary of Google LLC. YouTube, LLC transacts or has  
 2 transacted business in this District and throughout the United States. At all times material to this  
 3 Complaint, acting alone or in concert with Defendant Google LLC, YouTube, LLC has  
 4 advertised, marketed, and distributed its YouTube social media platform to consumers  
 5 throughout the United States. At all times material to this Complaint, acting alone or in concert  
 6 with Google LLC, YouTube, LLC formulated, directed, controlled, had the authority to control,  
 7 or participated in the acts and practices set forth in this Complaint.

#### 8 IV. FACTUAL ALLEGATIONS

##### 9 A. Millions of Minors Have Become Addicted to Social Media

10 40. According to a Harvard University study, the effect social media has on the brain  
 11 exploits “the same neural circuitry” as “gambling and recreational drugs to keep consumers  
 12 using their products as much as possible.”<sup>8</sup>

13 41. As described at length herein, each Defendant designed and marketed their exploitive  
 14 social media platform to be extremely popular among minors. Ninety percent of children ages  
 15 13–17 use social media.<sup>9</sup> Younger children also regularly use social media. One study reported  
 16 38 percent of children ages 8–12 used social media in 2021.<sup>10</sup> Other studies reveal numbers as  
 17 high as 49 percent of children ages 10–12 use social media, and 32 percent of children ages 7–9  
 18 use social media.<sup>11</sup>

19 42. The most popular of these platforms is YouTube. A vast majority, 95 percent, of  
 20 children ages 13-17 have used YouTube.<sup>12</sup>

21  
 22 <sup>8</sup> Addiction Center, *Social Media Addiction*, <https://www.addictioncenter.com/drugs/social-media-addiction/>  
 (last visited Mar. 30, 2022)

23  
 24 <sup>9</sup> *Social Media and Teens*, Am. Acad. Child & Adolescent Psychiatry (Mar. 2018), 23  
[https://www.aacap.org/AACAP/Families\\_and\\_Youth/Facts\\_for\\_Families/FFF-Guide/Social-Media-and-Teens-100.aspx](https://www.aacap.org/AACAP/Families_and_Youth/Facts_for_Families/FFF-Guide/Social-Media-and-Teens-100.aspx). (last visited Mar. 30, 2023)

25  
 26 <sup>10</sup> Victoria Rideout et al., *The Common Sense Census: Media Use by Tweens and Teens*, 2021 at 5, Common Sense  
 Media (2022), [https://www.common sense media.org/sites/default/files/research/report/8-18-census-integrated-report-](https://www.common sense media.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf)  
[final-web\\_0.pdf](https://www.common sense media.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf). (last visited Mar. 30, 2023)

27  
 28 <sup>11</sup> *Sharing Too Soon? Children and Social Media Apps*, C.S. Mott Child.’s Hosp. Univ. Mich. Health (Oct.  
 18,2021), <https://mottpoll.org/reports/sharing-too-soon-children-and-social-media-apps>

<sup>12</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10,  
 2022),<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

1 43. As of July 2020, “TikTok classified more than a third of its 49 million daily  
2 users in the United States as being 14 years old or younger[,]” and that likely underestimates  
3 those under 14 and older teenagers (i.e., those between 15 and 18 years old) because TikTok  
4 claims not to know how old a third of its daily users are.<sup>13</sup> TikTok is now the second most  
5 popular social media platform with over 67 percent of children ages 13–17 having used the  
6 app.<sup>14</sup>

7 44. Instagram also is wildly popular amongst minors, with 62 percent of children ages  
8 13–17 reporting they have used the platform.<sup>15</sup>

9 45. Snapchat also is popular with minors, with 59 percent of children ages 13–17  
10 reporting they have used the platform.<sup>16</sup>

11 46. Facebook is among the five most popular social media platforms, with 32  
12 percent of children ages 13–17 reporting they have used the Facebook platform.<sup>17</sup>

13 47. Teenagers who use these social media platforms are also likely to use them every  
14 day. One study estimates that 62 percent of children ages 13–18 use social media every day.<sup>18</sup> An  
15 increasing number of younger children also use social media daily with 18 percent of children  
16 ages 8–12 reporting using a social media site at least once a day.<sup>19</sup>

17 48. In fact, another study found that some teenagers never stop looking at social media.<sup>20</sup>

18 49. Almost 20 percent of teens use YouTube almost constantly.<sup>21</sup> TikTok and  
19 Snapchat are close behind, with near constant use rates among teens at 16 percent and 15 percent  
20

21 <sup>13</sup> Raymond Zhong & Sheera Frenkel, *A Third of TikTok’s U.S. Users May Be 14 or Under, Raising Safety*  
22 *Questions*, N.Y. Times (Sept. 17, 2020), [https://www.nytimes.com/2020/08/14/technology/tiktok-underage-users-](https://www.nytimes.com/2020/08/14/technology/tiktok-underage-users-ftc.html)  
23 [ftc.html](https://www.nytimes.com/2020/08/14/technology/tiktok-underage-users-ftc.html).

24 <sup>14</sup> 12 Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10,  
25 2022), <https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

26 <sup>15</sup> *Id.*

27 <sup>16</sup> *Id.*

28 <sup>17</sup> *Id.*

<sup>18</sup> Victoria Rideout et al., *The Common Sense Census: Media Use by Tweens and Teens*, 2021 at 4, Common Sense  
Media (2022), [https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-](https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf)  
final-web\_0.pdf.

<sup>19</sup> 17 *Id.* at 5.

<sup>20</sup> 19 Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),  
<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

<sup>21</sup> *Id.*

1 respectively.<sup>22</sup> Meanwhile, 10 percent of teens use Instagram almost constantly.<sup>23</sup> And two  
2 percent of teens report using Facebook almost constantly.<sup>24</sup>

3 50. Teenagers are aware of the hold social media has on their lives, but they cannot stop  
4 using it. Thirty-six percent of teenagers admit they spend too much time on social media.<sup>25</sup>  
5 And over half of teens say that giving up social media would be somewhat hard, with nearly one-  
6 in-five teens saying giving up social media would be very hard.<sup>26</sup> And of the subgroup of  
7 teenagers who use at least one platform “almost constantly,” 71 percent said giving up social  
8 media would be hard, with 32 percent saying giving up social media would be very hard.<sup>27</sup>

9 51. Due to the excessive overuse of Defendants’ platforms, minors become accustomed  
10 to and even addicted to checking them. Teenagers who characterize themselves as spending too  
11 much time on social media are almost twice as likely to say that giving up social media would be  
12 hard, as teens who see their social media usage as about right.<sup>28</sup>

13 52. Another study shows that among teenagers who regularly use social media, 32  
14 percent “wouldn’t want to live without” YouTube.<sup>29</sup> Twenty percent of teenagers said the same  
15 about Snapchat; 13 percent said the same about both TikTok and Instagram; and 6 percent said  
16 the same about Facebook.<sup>30</sup>

17 53. Despite using social media frequently, most minors do not enjoy it. In a study  
18 conducted using data collected since 2015, Only 27 percent of boys and 42 percent of girls ages  
19 8–18 reported enjoying social media “a lot” in 2021.<sup>31</sup>

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22  
23 <sup>22</sup> *Id.*

24 <sup>23</sup> *Id.*

25 <sup>24</sup> *Id.*

26 <sup>25</sup> *Id.*

27 <sup>26</sup> *Id.*

28 <sup>27</sup> *Id.*

<sup>28</sup> *Id.*

<sup>29</sup> Victoria Rideout et al., *Common Sense Census: Media use by tweens and teens, 2021* at 31, Common Sense Media (2022), 00.

<sup>30</sup> *Id.*

<sup>31</sup> *Id.* at 34.

1 54. A University of Michigan Mott Poll conducted in October, 2021 suggested that  
 2 schools should be an integral part of addressing overuse of social media and unsafe use—placing  
 3 a financial burden on schools.<sup>32</sup>

4 **B. Research Has Confirmed Using Social Media Harms Minors**

5 55. Social media use—especially excessive use—has severe and wide-ranging effects  
 6 on youth mental health. Social media use is linked to increases in mental, emotional,  
 7 developmental, and behavior disorders. Defendants are aware of this, as independent research  
 8 and internal data from Defendants’ platforms show social media has a direct negative impact on  
 9 teenagers’ mental health on several fronts.

10 56. In general, electric screen use causes lower psychological well-being.<sup>33</sup> This  
 11 link is especially evident among adolescents. Those with high screen time are twice as likely to  
 12 receive diagnoses of depression, anxiety, or need treatment for mental or behavior health  
 13 conditions compared to low screen time users.<sup>34</sup>

14 52. Increased social media use increases depressive symptoms, suicide-related  
 15 outcomes, and suicide rates among adolescents.<sup>35</sup> One reason this is true is because it encourages  
 16 unhealthy social comparison and feedback seeking behaviors.<sup>36</sup> Because adolescents spend a  
 17 majority of their time on social media looking at other users’ profiles and photos, they are likely  
 18  
 19

20 <sup>32</sup> C.S. Mott Children’s Hospital, Univ. of Mich. Health, *Sharing Too Soon? Children and Social Media Apps* (Oct.  
 21 18, 2021), <https://mottpoll.org/reports/sharing-too-soon-children-and-social-media-apps> (last visited Mar. 21, 2023).

22 <sup>33</sup> Jean M. Twenge & W. Keith Campbell, *Associations between screen time and lower psychological well-being*  
 23 *among children and adolescents: Evidence from a population-based study*, 12 *Prev. Med. Rep.* 271–83 (2018),  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6214874/>; Ariel Shensa *et al.*, *Social Media Use and Depression*  
 24 *and Anxiety Symptoms: A Cluster Analysis*, 42(2) *Am. J. Health Behav.* 116–28 (2018), 18  
 25 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5904786/>.

26 <sup>34</sup> Jean M. Twenge & W. Keith Campbell, *Associations between screen time and lower psychological well-being*  
 27 *among children and adolescents: Evidence from a population-based study*, 12 *Prev. Med. Rep.* 271–83 (2018),  
 28 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6214874/>.

<sup>35</sup> Jean M. Twenge *et al.*, *Increases in Depressive Symptoms, Suicide-Related Outcomes, and Suicide Rates Among*  
*U.S. Adolescents After 2010 and Links to Increased New Media Screen Time*, 6 *Clinical Psych. Sci.* 3–17 (2017),  
<https://doi.org/10.1177/2167702617723376>.

<sup>36</sup> Jacqueline Nesi & Mitchell J Prinstein, *Using Social Media for Social Comparison and Feedback-Seeking:*  
*Gender and Popularity Moderate Associations with Depressive Symptoms*, 43 *J. Abnormal Child Psych.* 1427–38  
 (2015), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5985443/>.

1 to engage in negative comparisons with their peers.<sup>37</sup> Specifically, adolescents are likely to  
 2 engage in harmful upward comparisons with others they perceive to be more popular.<sup>38</sup>

3 53. Clinicians have also observed a clear relationship between social media use  
 4 and disordered eating behavior in minors.<sup>39</sup> The more social media accounts an adolescent has,  
 5 the greater disordered eating behaviors they exhibit. Additionally, research shows the more time  
 6 young girls spend on social media platforms, such as Instagram and Snapchat, the more likely  
 7 they are to develop disordered eating behaviors.<sup>40</sup>

8 54. Social media use has also caused an increase in cyberbullying. The more time an  
 9 individual, especially males, spend on social media, the more likely they are to commit acts of  
 10 cyberbullying.<sup>41</sup> Cyberbullying is now so common that most American teens, 59 percent, have  
 11 experienced some form of cyberbullying.<sup>42</sup> This number includes 42 percent of teens  
 12 experiencing name calling; 32 percent being subject to false rumors; 25 percent receiving an  
 13 unsolicited explicit image; 21 percent being subject to online stalking; 16 percent receiving  
 14 physical threats online; and 7 percent having had explicit images of them shared without their  
 15 consent.<sup>43</sup>

16 55. Social media use also contributes to sleep deprivation. Young adults who spend  
 17 excessive time on social media during the day or check it frequently throughout the week are  
 18  
 19

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20 <sup>37</sup> *Id.*; see also Nino Gugushvili et al., *Facebook use intensity and depressive symptoms: a moderated mediation*  
 21 *model of problematic Facebook use, age, neuroticism, and extraversion* at 3, *BMC Psych.* 10, 279 (2022),  
 22 <https://doi.org/10.1186/s40359-022-00990-7> (explaining that youth are particularly vulnerable because they “use  
 social networking sites for construing their identity, developing a sense of belonging, and for comparison with  
 others”).

23 <sup>38</sup> *Id.*

24 <sup>39</sup> Simon M. Wilksch et al., *The relationship between social media use and disordered eating in young adolescents*,  
 53 *Int'l J. Eating Disorders* 96–106 (2020), <https://pubmed.ncbi.nlm.nih.gov/31797420/>.

25 <sup>40</sup> *Id.*

26 <sup>41</sup> Amanda Giordano et al., *Understanding Adolescent Cyberbullies: Exploring Social Media Addiction and*  
*Psychological Factors*, 7(1) *J. Child & Adolescent Counseling* 42–55 (2021),  
 27 <https://www.tandfonline.com/doi/abs/10.1080/23727810.2020.1835420?journalCode=ucac20>.

28 <sup>42</sup> Monica Anderson, *A Majority of Teens Have Experienced Some Form of Cyberbullying*, *Pew Rsch. Ctr.* (Sept.  
 27, 2018), <https://www.pewresearch.org/internet/2018/09/27/a-majority-of-teens-have-experienced-some-form-of-cyberbullying/>.

<sup>43</sup> *Id.*

1 more likely to suffer sleep disturbances than their peers who use social media infrequently.<sup>44</sup> In  
2 turn, disturbed and insufficient sleep is associated with poor health outcomes.<sup>45</sup>

3 56. Defendants exacerbate the disruption of sleep by sending push notifications and emails  
4 either at night when children should be sleeping or during school hours when they should  
5 be studying, thereby encouraging children to re-engage with Defendants' platforms at times  
6 when using them is harmful to their health and well-being.<sup>46</sup>

7 57. Further, children are especially vulnerable to developing harmful behaviors because  
8 their prefrontal cortex is not fully developed.<sup>47</sup> Consequently, they find it particularly difficult to  
9 exercise the self-control required to regulate their own use of Defendants' platforms. In this  
10 regard, self-regulation allows people to delay gratification, postponing an immediate reward for a  
11 better reward later. Adolescents' low capacity for self-regulation means they are particularly  
12 vulnerable to the immediately pleasurable, but ultimately harmful, effects of the repeated  
13 dopamine spikes caused by an external stimulus, such as "likes" that activate the reward  
14 system in the brain.<sup>48</sup>

15 58. Defendants' reward-based learning systems "contribute to the maintenance of  
16 excessive usage patterns."<sup>49</sup>

17 59. With respect to this, minors are especially vulnerable to long-term harm from  
18 Defendants' platforms because excessive and problematic use can disrupt the development of  
19 their cognitive function and their brains at a critical stage.

20  
21  
22 <sup>44</sup> Jessica C. Levenson et al., The Association Between Social Media Use and Sleep Disturbance Among Young  
Adults, 85 Preventive Med. 36–41 (Apr. 2016),

23 <https://www.sciencedirect.com/science/article/abs/pii/S0091743516000025>.

24 <sup>45</sup> *Id.*

25 <sup>46</sup> See, e.g., Beatrice Nolan, Kids are waking up in the night to check their notifications and are losing about 1  
night's worth of sleep a week, study suggests, Bus. Insider (Sept. 19, 2022),

26 <https://www.businessinsider.com/social-media-costing-children-one-night-sleep-study-2022-9> (approximately  
12.5% of children report waking up to check social media notifications).

27 <sup>47</sup> Nino Gugushvili et al., *Facebook use intensity and depressive symptoms: a moderated mediation model of  
problematic Facebook use, age, neuroticism, and extraversion* at 3, BMC Psych. 10, 279 (2022),

28 <https://doi.org/10.1186/s40359-022-00990-7>.

<sup>48</sup> *Id.*

<sup>49</sup> *Id.*

1 **C. Defendants’ Platforms Have Caused America’s Minors to Face a Mental Health**  
2 **Crisis**

3 62. The number of minors using Defendants’ social media platforms and the intensity  
4 of their use has increased significantly since 2008, which has contributed to a wide range of  
5 negative effects on youth mental health.

6 63. Today, one in five children ages 3–17 in the United States have a mental,  
7 emotional, developmental, or behavioral disorder.<sup>50</sup>

8 64. On December 7, 2021, the United States Surgeon General issued an advisory on the  
9 youth mental health crisis.<sup>51</sup> In issuing the advisory, the Surgeon General noted, “[m]ental health  
10 challenges in children, adolescents, and young adults are real and widespread. Even before the  
11 pandemic, an alarming number of young people struggled with feelings of helplessness,  
12 depression, and thoughts of suicide — and rates have increased over the past decade.”<sup>52</sup>

13 65. While the report highlights ways in which the COVID-19 pandemic has  
14 exacerbated mental health issues for American youth, it also highlights the mental health  
15 challenges youth faced before the pandemic. Specifically, the report notes that before the  
16 pandemic, “mental health challenges were the leading cause of disability and poor life outcomes  
17 in young people.”<sup>53</sup>

18 66. Before the pandemic, one-in-five children ages 3–17 in the United States had a  
19 mental, emotional, developmental, or behavior disorder.<sup>54</sup>

20 67. From 2009–19, the rate of high school students who reported persistent feelings  
21 of sadness or hopelessness increased by 40 percent (to one out of every three kids).<sup>55</sup> The share  
22 of kids seriously considering attempting suicide increased by 36 percent and the share creating a

23 \_\_\_\_\_  
24 <sup>50</sup> *U.S. Surgeon General Issues Advisory on Youth Mental Health Crisis Further Exposed by COVID-19 Pandemic*,  
U.S. Dep’t Health & Hum. Servs. (Dec. 6, 2021), <https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf>

25 <sup>51</sup> *Id.*

26 <sup>52</sup> *Id.*

27 <sup>53</sup> *Id.*

28 <sup>54</sup> *Id.*

<sup>55</sup> *Protecting Youth Mental Health: The U.S. Surgeon General’s Advisory at 8*, U.S. Dep’t Health & Hum. Servs. (Dec. 7, 2021), <https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf>.

1 suicide plan increased by 44 percent.<sup>56</sup>

2 68. From 2007 to 2019, suicide rates among youth ages 10–24 in the United States  
3 increased by 57 percent.<sup>57</sup> By 2018, suicide was the second leading cause of death for youth ages  
4 10–24.<sup>58</sup>

5 69. From 2007 to 2016, emergency room visits for youth ages 5–17 rose 117 percent  
6 for anxiety disorders, 44 percent for mood disorders, and 40 percent for attention disorders.<sup>59</sup>

7 70. This and other data led the American Academy of Pediatrics, the American  
8 Academy of Child and Adolescent Psychiatry, and the Children’s Hospital Association to join  
9 the Surgeon General and declare a national emergency in child and adolescent mental health.<sup>60</sup>

10 71. President Biden also addressed the mental health crisis Defendants’ platforms  
11 have caused to minors in his state of the union address in 2022.<sup>61</sup> In that address, he noted that  
12 children were struggling from the harms of social media—even before the pandemic—and called  
13 on all Americans to “hold social media platforms accountable for the national experiment they’re  
14 conducting on our children for profit.”<sup>62</sup>

15  
16 **D. Defendants Intentionally Market to, Design, and Operate Their Social Media  
17 Platforms for Users Who Are Minors**

18 72. The mental health crisis minors are facing today is the direct result of the Defendants’  
19 deliberate choices and affirmative actions to design and market their social media platforms to  
20 attract minors.

21 \_\_\_\_\_  
22 <sup>56</sup> *Id.*

<sup>57</sup> *Id.*

23 <sup>58</sup> AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health, Am. Acad.  
24 Pediatrics (Oct. 19, 2021), [https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-  
development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/](https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/).

25 <sup>59</sup> Matt Richtel, A Teen’s Journey Into the Internet’s Darkness and Back Again, N.Y. Times (Aug. 22, 2022),  
<https://www.nytimes.com/2022/08/22/health/adolescents-mental-health-technology.html>.

26 <sup>60</sup> AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health, Am. Acad.  
27 Pediatrics (Oct. 19, 2021), [https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-  
development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/](https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/).

<sup>61</sup> President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at  
<https://www.whitehouse.gov/state-of-the-union-2022/>).

28 <sup>62</sup> *Id.*

1 73. Defendants each run and operate social media platforms. The interactive features  
2 Defendants provide on their platforms are similar in many respects. For example, Facebook,  
3 Instagram, Snap, TikTok, and YouTube all offer tailored “feeds” of content governed by  
4 algorithms (also designed by Defendants) intended to learn the user’s interests; ways to publicly  
5 express affirmation for such personalized content through “likes,” comments, and sharing or  
6 reposting the content; and, each is known to copy the designs and features of one another.<sup>63</sup>

7 74. Defendants’ use a tried and true method of profiting from their social media  
8 platforms: by selling to advertisers. Defendants collect data on their users’ viewing habits and  
9 behaviors, and they use that data to sell advertisers to promote their products. Advertisers pay to  
10 target advertisements to specific categories of users, including minors.

11 75. Defendants view young, adolescent, and even pre-adolescent users as one of their  
12 most valuable commodities, since they are the consumers of their advertisements. Young users  
13 are integral to Defendants’ business model and advertising revenue, as children are more likely  
14 than adults to use social media.

15 76. Defendants’ tactics are working, as 95 percent of children ages 13–17 have  
16 cellphones,<sup>64</sup> 90 percent use social media,<sup>65</sup> and 28 percent buy products and services through  
17 social media.<sup>66</sup>

18 77. To profit from minors, Defendants intentionally market their platforms  
19 to youths and adolescents. For children under 13, the Children’s Online Privacy Protection Act  
20 (“COPPA”)<sup>67</sup> regulates the conditions under which platforms, like Defendants can collect and  
21 use their information.

22 78. COPPA requires platforms that either target children under age 13 or have actual  
23

24 <sup>63</sup> See, e.g., Kevin Hurler, *For Sites Like Instagram and Twitter, Imitation Is the Only Form of Flattery*, Gizmodo  
(Aug. 16, 2022), <https://gizmodo.com/instagram-tiktok-snapchat-facebook-meta-1849395419>.

25 <sup>64</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),  
<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

26 <sup>65</sup> Social Media and Teens, Am. Acad. Child & Adolescent Psychiatry (Mar.  
27 2018), [https://www.aacap.org/AACAP/Families\\_and\\_Youth/Facts\\_for\\_Families/FFF-Guide/Social-Media-and-Teens-100.aspx](https://www.aacap.org/AACAP/Families_and_Youth/Facts_for_Families/FFF-Guide/Social-Media-and-Teens-100.aspx).

28 <sup>66</sup> Erinn Murphy et al., *Taking Stock with Teens, Fall 2021* at 13, Piper Sandler (2021), [tinyurl.com/89ct4p88](https://www.tinyurl.com/89ct4p88).

<sup>67</sup> See 15 U.S.C. §§ 6501-6506.

1 knowledge of users under age 13 to obtain “verifiable parental consent” prior to collecting and  
2 using information about children under age 13.<sup>68</sup> Defendants have violated COPPA by leaving  
3 users to self-report their age, and having no safeguards in place to verify. Defendants doubled  
4 down on profiting from pre-adolescent audiences by offering “kid versions” of their platforms  
5 that, while not collecting and using their information, are “designed to fuel [kids’] interest in the  
6 grown-up version.”<sup>69</sup> Defendants are essentially grooming pre-adolescents to become addicted to  
7 their platforms, for profit.

8 79. Defendants have also intentionally designed and operated their platforms to  
9 maximize users’ screen time. This has been accomplished by building features and operating  
10 their platforms in a manner intended to exploit human psychology using complex algorithms  
11 driven by advanced artificial intelligence and machine-learning systems. Defendants have  
12 adapted their platforms in ways that promote excessive and problematic use, and they have done  
13 so in ways known to be harmful to children.

14 80. An example of how Defendants maximize the time users spend on their platforms  
15 involves the design of feeds. These feeds include photos, videos, and/or sponsored or promoted  
16 content. Each feed uses an algorithm to curate content for users to consume endlessly. Google’s  
17 former design ethicist, Tristan Harris, explained that this never-ending stream is designed to  
18 “keep [users] scrolling, and purposely eliminate any reason for [them] to pause, reconsider or  
19 leave.”<sup>70</sup> Defendants’ feeds take “an experience that was bounded and finite, and turn it into a  
20 bottomless flow that keeps going.”<sup>71</sup> This “flow state,” as psychologists describe it, “fully  
21 immerse[s]” users, distorts their perception of time, and “has been shown to be associated with  
22 problematic use of social networking sites.”<sup>72</sup>

23 \_\_\_\_\_  
24 <sup>68</sup> *Id.*

25 <sup>69</sup> Leonard Sax, *Is TikTok Dangerous for Teens?*, Inst. Fam. Stud. (Mar. 29, 2022), <https://ifstudies.org/blog/is-tiktok-dangerous-for-teens->

26 <sup>70</sup> Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int’l (July 27, 2016),  
<https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html>.

27 <sup>71</sup> *Id.*

28 <sup>72</sup> Gino Gugushvili et al., *Facebook use intensity and depressive symptoms: a moderated mediation model of problematic Facebook use, age, neuroticism, and extraversion at 3*, *BMC Psych.* 10, 279 (2022), <https://doi.org/10.1186/s40359-022-00990-7>.

1 81. Another way Defendants manipulate users is through social reciprocity.  
 2 “Reciprocity,” in this context means the powerful social phenomenon of how people respond to  
 3 positive or hostile actions. Reciprocity means that in response to friendly actions, people respond  
 4 in a friendly manner and vice versa.<sup>73</sup>

5 82. Reciprocity is a known and widely used tactic of Defendants. It is why Facebook and  
 6 Snapchat automatically tell a “sender when you ‘saw’ their message, instead of letting you avoid  
 7 disclosing whether you read it. As a consequence, you feel more obligated to respond[,]”  
 8 immediately.<sup>74</sup> That keeps users on the platform or, through push notifications—another  
 9 dangerous tool—users feel psychologically compelled to return to and use the platform.

10 83. Additionally, Defendants manipulate users to keep using or returning to their  
 11 platforms through the use of intermittent variable rewards (“IVR”). One commonly known  
 12 example of IVR is slot machines.<sup>75</sup> Slot machines, like Defendants’ platforms, are designed to  
 13 provide an intermittent reward that varies in value. IVR produces a dopamine response in the  
 14 brain of the consumer, which in turn develops anticipation and craving. IVR is the fundamental  
 15 way that gambling creates addiction, and it is used by Defendants to promote the same desire in a  
 16 consumer’s brain to use their platforms.

17 84. Defendants use IVR heavily in the design and operations of their platforms by  
 18 “link[ing] a user’s action (like pulling a lever) with a variable reward.”<sup>76</sup> For example, when  
 19 “we swipe down our finger to scroll the Instagram feed, we’re playing a slot machine to see what  
 20 photo comes next.”<sup>77</sup> The platform also delays the time it takes to load the feed. “This is because  
 21  
 22

23 <sup>73</sup> Ernst Fehr & Simon Gächter, Fairness and Retaliation: The Economics of Reciprocity, 14(3) J. Econ. Persps.  
 24 159–81 (2000), [https://www.researchgate.net/profile/Ernst-Fehr-2/publication/23756527\\_Fairness\\_and\\_Retaliation\\_The\\_Economics\\_of\\_Reciprocity/links/5eb024e945851592d6b87d3b/Fairness-and-Retaliation-The-Economics-of-Reciprocity.pdf](https://www.researchgate.net/profile/Ernst-Fehr-2/publication/23756527_Fairness_and_Retaliation_The_Economics_of_Reciprocity/links/5eb024e945851592d6b87d3b/Fairness-and-Retaliation-The-Economics-of-Reciprocity.pdf).

25 <sup>74</sup> Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int’l (July 27, 2016),  
 26 <https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html>.

27 <sup>75</sup> See, e.g., Julian Morgans, *The Secret Ways Social Media is Built for Addiction*, Vice (May 17, 2017),  
 28 <https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction>.

<sup>76</sup> Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int’l (July 27, 2016),  
<https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html>.

<sup>77</sup> *Id.*

1 without that three-second delay, Instagram wouldn't feel variable."<sup>78</sup> Without that delay, there  
 2 would be no time for users' anticipation to build. In slot machine terms, there would be "no  
 3 sense of will I win? because you'd know instantly. So the delay isn't the app loading. It's the  
 4 cogs spinning on the slot machine."<sup>79</sup> Each of the Defendants' platforms exploits this  
 5 biochemical reaction among its users, typically using "likes," "hearts," a thumbs up, or other  
 6 forms of approval that serve as the reward.

7 85. As discussed above, Defendants specifically target minors. "Everyone innately  
 8 responds to social approval, but some demographics, in particular teenagers, are more vulnerable  
 9 to it than others."<sup>80</sup>

10 86. Minors are especially vulnerable both to the ways in which Defendants manipulate  
 11 users to maximize their "watch time," and to the resulting harms. Children's brains undergo a  
 12 fundamental shift around age 10 that makes "preteens extra sensitive to attention and admiration  
 13 from others."<sup>81</sup>

14 87. In adolescence, the structures of the brain "closely tied" to social media activity  
 15 and that drive instinctual behavior begin to change.<sup>82</sup> The ventral striatum is one of those  
 16 structures. It receives a rush of dopamine and oxytocin, known as the "happy hormones[,]"  
 17 whenever we experience social rewards.<sup>83</sup> Between the ages of 10 and 12, the receptors for those  
 18 happy hormones begin to multiply in this region of the brain, which makes compliments on a  
 19 new hairstyle, laughter from a classmate, or other social rewards "start to feel a lot more  
 20 satisfying."<sup>84</sup>

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23 <sup>78</sup> Julian Morgans, *The Secret Ways Social Media is Built for Addiction*, Vice (May 17, 2017),  
 24 <https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction>.

25 <sup>79</sup> *Id.*

26 <sup>80</sup> Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int'l (July 27, 2016),  
 27 <https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html>.

28 <sup>81</sup> Zara Abrams, *Why young brains are especially vulnerable to social media*, Am. Psych. Ass'n (Aug. 25, 2022),  
<https://www.apa.org/news/apa/2022/social-media-children-teens>.

<sup>82</sup> *Id.*

<sup>83</sup> *Id.*

<sup>84</sup> *Id.*

1 88. Prior to the rise of social media, these biological changes incentivized children to  
 2 develop healthy social skills and connections. “But arriving at school in a new pair of designer  
 3 jeans, hoping your crush will smile at you in the hallway, is worlds away from posting a video on  
 4 TikTok that may get thousands of views and likes,” according to Mitch Prinstein, Chief Science  
 5 Officer for the American Psychology Association.<sup>85</sup>

6 89. Part of what makes the “interactions so different,”<sup>86</sup> is that they are often permanent  
 7 and public in nature. There is no public record tracking the number of consecutive days you have  
 8 spoken to someone, like there is for Snap “streaks.” Similarly, “[a]fter you walk away from a  
 9 regular conversation, you don’t know if the other person liked it, or if anyone else liked it[.]”<sup>87</sup>  
 10 On Defendants’ platforms, kids, their friends, and even complete strangers can publicly deliver  
 11 or withhold social rewards in the form of likes, comments, views and follows.<sup>88</sup>

12 90. These social rewards release dopamine and oxytocin in the brains of children and  
 13 adults alike, but there are two key differences, as Chief Science Officer Prinstein explained:  
 14 “First, adults tend to have a fixed sense of self that relies less on feedback from peers. Second,  
 15 adults have a more mature prefrontal cortex, an area that can help regulate emotional responses  
 16 to social rewards.”<sup>89</sup>

17 91. Minors, by contrast, are in a “period of personal and social identity formation,” much  
 18 of which “is now reliant on social media.”<sup>90</sup>“Due to their limited capacity for self-regulation and  
 19 their vulnerability to peer pressure,” adolescents “are at greater risk of developing mental  
 20 disorder.”<sup>91</sup>

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21 <sup>85</sup> *Id.*

22 <sup>86</sup> *Id.*

23 <sup>87</sup> *Id.*

24 <sup>88</sup> *Id.*

25 <sup>89</sup> *Id.*

26 <sup>90</sup> Betül Keles et al., *A systematic review: the influence of social media on depression, anxiety and psychological*  
*distress in adolescents*, Int’l J. Adolescence & Youth (202) 25:1, 79–93 (Mar. 3, 2019),  
 27 [https://www.researchgate.net/publication/331947590\\_A\\_systematic\\_review\\_the\\_influence\\_of\\_social\\_media\\_on\\_d](https://www.researchgate.net/publication/331947590_A_systematic_review_the_influence_of_social_media_on_depression_anxiety_and_psychological_distress_in_adolescents/fulltext/5c94432345851506d7223822/A-systematic-review-the-influence-of-social-media-on-depression-anxiety-and-psychological-distress-in-adolescents.pdf)  
 28 [epression\\_anxiety\\_and\\_psychological\\_distress\\_in\\_adolescents/fulltext/5c94432345851506d7223822/A-](https://www.researchgate.net/publication/331947590_A_systematic_review_the_influence_of_social_media_on_depression_anxiety_and_psychological_distress_in_adolescents/fulltext/5c94432345851506d7223822/A-systematic-review-the-influence-of-social-media-on-depression-anxiety-and-psychological-distress-in-adolescents.pdf)  
[systematic-review-the-influence-of-social-media-on-depression-anxiety-and-psychological-distress-in-](https://www.researchgate.net/publication/331947590_A_systematic_review_the_influence_of_social_media_on_depression_anxiety_and_psychological_distress_in_adolescents/fulltext/5c94432345851506d7223822/A-systematic-review-the-influence-of-social-media-on-depression-anxiety-and-psychological-distress-in-adolescents.pdf)  
[adolescents.pdf](https://www.researchgate.net/publication/331947590_A_systematic_review_the_influence_of_social_media_on_depression_anxiety_and_psychological_distress_in_adolescents/fulltext/5c94432345851506d7223822/A-systematic-review-the-influence-of-social-media-on-depression-anxiety-and-psychological-distress-in-adolescents.pdf).

<sup>91</sup> *Id.*

1 92. Together, Defendants have designed, promoted, marketed, and operated their social  
 2 media platforms to maximize the number of minors who use their platforms and the time they  
 3 spend on those platforms. Despite knowing that social media inflicts harms on children,  
 4 Defendants have continued to create more advanced and adapted versions of their platforms with  
 5 features curated to keep users engaged and maximize the amount of time they spend using their  
 6 platforms. Defendants' conduct in designing and marketing exploitive and manipulative  
 7 platforms, minors spend excessive amounts of time on Defendants' platforms.

8 93. Defendants' campaigns and design were wildly successful. Most teenagers use the  
 9 same five social media platforms: YouTube, TikTok, Instagram, Snapchat, and Facebook.<sup>92</sup> Each  
 10 of these platforms individually represents that they have a high numbers of teenage users.

11  
 12 **1. Meta Intentionally Marketed to and Designed Their Social Media**  
 13 **Platforms for Minor Users, Substantially Contributing to the Mental Health**  
 14 **Crisis**

15 **a) The Meta Platform**

16 94. The Meta platform, including Facebook and Instagram, are among the most popular  
 17 social networking platforms in the world, with more than 3.6 billion users worldwide.<sup>93</sup>

18 **(i) Facebook**

19 95. Facebook is a social networking platform included in Meta.

20 96. Since its release in 2004, Facebook has become the largest social network in the  
 21 world. As of October 2021, Facebook had approximately 2.9 billion monthly active users,  
 22 approximately 2 billion of whom use Facebook every day.<sup>94</sup>

23 97. When Facebook was first released, it was not widely used, initially. Only students at  
 24 certain colleges and universities could use the social media platform, and verification of college  
 25 enrollment was required for access.

26 <sup>92</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),  
<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

27 <sup>93</sup> Felix Richter, *Meta Reaches 3.6 Billion People Each Month*, Statista (Oct. 29, 2021),  
<https://www.statista.com/chart/2183/facebooks-mobile-users/>.

28 <sup>94</sup> See id.; S. Dixon, *Number of Daily Active Facebook Users Worldwide as of 3rd Quarter 2022 (in Millions)*,  
 Statista (Oct. 27, 2022), <https://www.statista.com/statistics/346167/facebook-global-dau/>.

1 98. In 2005, Facebook expanded and became accessible to students at additional  
2 universities around the world, after which Meta launched a high school version of Facebook that  
3 also required an invitation to join. In the early stages, exclusivity rather than profit was the focus.

4 99. Meta slowly expanded eligibility for Facebook to add additional users to its network.

5 100. In September 2006, Facebook became available to all internet users. Meta initially  
6 claimed that it was open only to persons aged 13 and older with a valid email address; however,  
7 on information and belief, Meta did not require any verification of a user's age or identity, and  
8 did not actually verify users' email addresses, so underage users could easily register an account  
9 with and access Facebook.

10 101. Facebook then underwent a series of changes aimed at increasing user engagement,  
11 profits and platform growth, without regard to user safety, including the following:

12 (a) In 2009, Facebook launched the "like" button;

13 (b) In 2011, Facebook launched Messenger, its direct messaging service, and started  
14 allowing people to subscribe to non-friends. In essence, Facebook Messenger can be used just  
15 like texting;

16 (c) In 2012, advertisements appeared on Facebook news feed and a real-time bidding  
17 system was launched through which advertisers could bid on users based on their visits to third-  
18 party websites;

19 (d) In 2014, Facebook's facial recognition algorithm (DeepFace) reached precise  
20 accuracy in identifying faces;

21 (e) In 2015, Facebook made significant changes to its news feed algorithm to  
22 determine what content to show users, and launched its live-streaming service;

23 (f) In 2016, Facebook launched games for its social media platform, so that users  
24 could play games without having to leave the platform; and

25 (g) In 2017, Facebook launched Facebook Creator, an app for mobile video posts,  
which assists with content creation.

26 **(ii) Instagram**

1 102. Instagram is a social media platform that launched in 2010, which Meta acquired for  
2 \$1 Billion in April, 2012.

3 103. Instagram allows users to share photos and videos with other users, and to view  
4 other users' photos and videos. These photos and videos appear on users' Instagram "feeds,"  
5 which are endless.

6 104. After being acquired by Meta, Instagram experienced huge user growth, from  
7 approximately 10 million monthly active users in September 2012 to more than one billion  
8 monthly active users worldwide today, including approximately 160 million users in the United  
9 States.<sup>95</sup>

10 105. The number of Instagram users continues to climb, and it has been projected to reach  
11 nearly one-third of the world's internet users by 2025. "In 2021, there were 1.21 billion monthly  
12 active users of Meta's Instagram, making up over 28 percent of the world's internet users. By  
13 2025, it has been forecast that there will be 1.44 billion monthly active users of the social media  
14 platform, which would account for 31.2 percent of global internet users."<sup>96</sup>

15 106. Instagram's user growth was driven by design and development changes to the  
16 Instagram platform that increased engagement at the expense of the health and well-being of  
17 Instagram's users—especially the children using the platform.

18 107. Instagram continued its addictive methods when in August 2020, Instagram began  
19 promoting and recommending short videos to users, called Reels.<sup>97</sup> Like TikTok, Instagram  
20 allows users to view an endless feed of Reels that are recommended and curated to users by  
21 Instagram's algorithm.

22 108. Instagram has become the most popular photo sharing social media platform  
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24

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25 <sup>95</sup> S. Dixon, Number of Instagram Users Worldwide from 2020 to 2025 (in Billions), Statista (May 23, 2022),  
26 <https://www.statista.com/statistics/183585/instagram-number-of-global-users/>.

<sup>96</sup> S. Dixon, *Number of Instagram Users Worldwide from 2020 to 2025* (in Billions), Statista (Feb. 15, 2023),  
27 <https://www.statista.com/statistics/183585/instagram-number-of-global-users/>.

<sup>97</sup> Introducing Instagram Reels, Instagram (Aug. 5, 2020),  
28 <https://about.instagram.com/blog/announcements/introducing-instagram-reels-announcement>.

1 among children in the United States. According to a Pew research study from 2021,  
2 approximately 72 percent of children aged 13–17 in the United States use Instagram.<sup>98</sup>

### 3 **b. Meta Targets Minors**

4 109. To maximize the revenue generated from advertisers, Meta has expended  
5 significant effort to attract minors, including teens and preteens, to its platforms by designing  
6 features that appeal to them. Meta also views teenagers as a way to attract other potential users,  
7 for example by using teenagers to recruit parents who want to participate in their children’s lives  
8 as well as younger siblings who look to older siblings as models for which social media  
9 platforms to use and how to use them.<sup>99</sup>

10 109. Meta explicitly targets minors. An internal Instagram marketing plan shows that  
11 Meta is aware “[i]f we lose the teen foothold in the U.S. we lose the pipeline” for growth.<sup>100</sup>  
12 To ensure that did not happen, Meta’s Instagram devoted almost all of its \$390 million annual  
13 marketing budget for 2018 to target teenagers.<sup>101</sup>

14 110. Meta also views preteens as a “valuable but untapped audience,”  
15 even contemplating “exploring playdates as a growth lever.”<sup>102</sup> Meta formed a team to study  
16 preteens, designed more products designed for them, and focused their strategy on the “business  
17 opportunities” created.<sup>103</sup>

18 111. The Meta platforms are designed to be used by children and are actively marketed to  
19 children throughout the United States. Internal Meta documents establish that Meta spends  
20 hundreds of millions of dollars researching, analyzing, and marketing to children to find ways to  
21 make its platforms more appealing to these age groups and to maximize the time children spend  
22

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23 <sup>98</sup> Katherine Schaeffer, *7 Facts About Americans and Instagram*, Pew Rsch. Ctr. (Oct. 7, 2021),  
<https://www.pewresearch.org/fact-tank/2021/10/07/7-facts-about-americans-and-instagram/>.

24 <sup>99</sup> Sheera Frenkel et al., *Instagram Struggles with Fears of Losing Its ‘Pipeline’: Young Users*, N.Y. Times (Oct.  
25 26, 2021), <https://www.nytimes.com/2021/10/16/technology/instagram-teens.html>.

26 <sup>100</sup> *Id.*

27 <sup>101</sup> *Id.*

28 <sup>102</sup> *Id.*

<sup>103</sup> Georgia Wells & Jeff Horwitz, *Facebook’s Effort to Attract Preteens Goes Beyond Instagram Kids, Documents Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok; ‘Exploring playdates as a growth lever*, Wall St. J. (Sept. 28, 2021), <https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667> (Last visited Mar. 21, 2023).

1 on its platforms, as these age groups are seen as essential to Meta’s long-term profitability and  
2 market dominance.<sup>104</sup> For instance, after Instagram’s founders left Meta in September 2018,  
3 “Facebook went all out to turn Instagram into a main attraction for young audiences,” and  
4 “began concentrating on the ‘teen time spent’ data point,” in order to “drive up the amount of  
5 time that teenagers were on the app with features including Instagram Live, a broadcasting tool,  
6 and Instagram TV, where people upload videos that run as long as an hour.”<sup>105</sup>

7 112. Similarly, Instagram’s popularity among young people is the direct result of Meta’s  
8 deliberate efforts to target children—which in turn is driven by the desire of advertisers and  
9 marketers to target children on Meta’s platforms. In fact, Meta’s acquisition of Instagram was  
10 primarily motivated by its desire to make up for declines in the use of Facebook by children, and  
11 Meta views Instagram as central to its ability to attract and retain young audiences. A 2018  
12 internal Meta marketing report exposes this, bemoaning the loss of teenage users to  
13 competitors’ platforms as “an existential threat.”<sup>106</sup> In contrast, a Meta presentation from 2019  
14 indicated that “Instagram is well positioned to resonate and win with young people,” and “[t]here  
15 is a path to growth if Instagram can continue their trajectory.”<sup>107</sup>

16 113. With respect to pre-teens, Meta’s policy is that they cannot register an account, but it  
17 knowingly disregards and fails to enforce this policy. Since at least 2011, Meta has known that  
18 its age-verification protocols are largely inadequate, estimating at that time that it removed  
19 20,000 children under age 13 from Facebook every day.<sup>108</sup> In 2021, Adam Mosseri, the Meta  
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23 <sup>104</sup> *Id.*

24 <sup>105</sup> Sheera Frenkel et al., *Instagram Struggles with Fears of Losing Its ‘Pipeline’: Young Users*, N.Y. Times (Oct.  
25 26, 2021), <https://www.nytimes.com/2021/10/16/technology/instagram-teens.html>.

26 <sup>106</sup> *Id.*

27 <sup>107</sup> Georgia Wells et al., *Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show; Its own*  
28 *in-depth research shows a significant teen mental-health issue that Facebook plays down in public*, Wall St. J.  
(Sept. 14, 2021), <https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739>.

<sup>108</sup> Austin Carr, *Facebook Booting “20,000” Underage Users Per Day: Reaction to Growing Privacy Concerns?*,  
Fast Co. (Mar. 22, 2011), <https://www.fastcompany.com/1741875/facebook-booting-20000-underage-users-day-reaction-growing-privacy-concerns>.

1 executive in charge of Instagram, acknowledged users under 13 can still “lie about [their] age  
2 now,” to register an account.<sup>109</sup>

3 114. Meta has yet to implement protocols to verify a users’ age, likely due to the fact it  
4 has strong business incentives not to. Meta also has agreements with cell phone manufacturers  
5 and/or providers and/or retailers, who often pre-install its platforms on mobile devices prior to  
6 sale and without regard to the age of the intended user of each such device. That is, even though  
7 Meta is prohibited from providing the Meta platforms to users under the age of 13, Meta  
8 knowingly and actively promotes and provides underage users access to its platforms by  
9 encouraging and allowing cell phone manufacturers to pre-install the platforms on mobile  
10 devices indiscriminately. Consequently, approximately 11 percent of United States children  
11 between the ages of 9 and 11 used Instagram in 2020,<sup>110</sup> despite Meta claiming to remove  
12 approximately 600,000 underage users per quarter.<sup>111</sup>

13 115. Meta’s efforts to attract young users have been successful.

14 **c. Meta Intentionally Maximizes the Times Users Spend on its Platforms**

15 116. The Meta platforms are designed to maximize time spent on the platform, utilizing  
16 features that exploit the natural human need for social interaction and the neurophysiology of the  
17 brain’s reward systems to keep users endlessly scrolling, posting, “liking,” commenting, and  
18 returning to the app to check engagement on their posts. Minors’ brains, which are in  
19 developmental stages, are especially vulnerable to such misuse.

20 117. One of the ways in which Meta employs IVR is through its push notifications, which  
21 promote habitual use and are designed to prompt users to open the app and be exposed to content  
22 selected to maximize the use of Meta’s platforms. In particular, Meta purposefully delays

23 <sup>109</sup> Georgia Wells & Jeff Horwitz, *Facebook’s Effort to Attract Preteens Goes Beyond Instagram Kids, Documents*  
24 *Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok;*  
25 *‘Exploring playdates as a growth lever*, Wall St. J. (Sept. 28, 2021), [https://www.wsj.com/articles/facebook-](https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667)  
[instagram-kids-tweens-attract-11632849667](https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667).

26 <sup>110</sup> Brooke Auxier et al., *Parenting Children in the Age of Screens*, Pew Rsch. Ctr. (July 28, 2020),  
<https://www.pewresearch.org/internet/2020/07/28/childrens-engagement-with-digital-devices-screen-time/>.

27 <sup>111</sup> Georgia Wells & Jeff Horwitz, *Facebook’s Effort to Attract Preteens Goes Beyond Instagram Kids, Documents*  
28 *Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok;*  
*‘Exploring playdates as a growth lever*, Wall St. J. (Sept. 28, 2021), [https://www.wsj.com/articles/facebook-](https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667)  
[instagram-kids-tweens-attract-11632849667](https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667).

1 notifications of likes and comments into notifying in several bursts rather than notifying users in  
2 real time, so as to create dopamine responses that leave users craving more and promoting  
3 addiction. Meta’s push notifications are specifically designed to manipulate users into to  
4 reengaging with Meta’s platforms to increase user engagement regardless of a user’s age.

5 118. Meta also exploits IVR to manipulate users with one of its most defining features:  
6 the “Like” button. Meta is aware that “Likes” are a source of social comparison harm for many  
7 users, as detailed below. Several former Meta employees involved in creating the Like button  
8 have spoken publicly about the manipulative nature of Meta’s platforms and the harm they cause  
9 users.<sup>112</sup>

10 119. Additionally, Meta designed other features of its platforms on IVR principles,  
11 such as posts, comments, tagging, and the “pull to refresh” feature, which enables a user to scroll  
12 endlessly through content.

13 120. Other design decisions were motivated by social reciprocity, such as the use of visual  
14 cues to reflect that someone is currently typing a response to a message, which keeps the user on  
15 the platform longer awaiting the message response, and providing read receipts for messages.

16 121. The Meta platforms are designed to encourage users to post content and to interact  
17 with other users’ posts. Each new post that appears on a user’s feed functions as a dopamine-  
18 producing social interaction in the user’s brain. Similarly, likes, comments, and other interactions  
19 with user’s posts function as an even stronger dopamine- producing stimulus than does seeing  
20 new posts from other users. Thus, users are motivated to post content they expect will encourage  
21 interaction. Meta has purposefully designed its platforms to essentially trap users (especially  
22 minors) in endless cycles of “little dopamine loops.”<sup>113</sup>

#### 23 **d. Meta’s Algorithms Are Manipulative and Harmful**

24 122. Meta designs and employs advanced algorithms and artificial intelligence to

25 <sup>112</sup> See, e.g., Paul Lewis, “‘Our minds can be hijacked’: the tech insiders who fear a smartphone dystopia”, *The*  
26 *Guardian* (Oct. 6, 2017), <https://www.theguardian.com/technology/2017/oct/05/smartphone-addiction-silicon-valley-dystopia> (last visited Mar. 23, 2023)

27 <sup>113</sup> Allison Slater Tate, *Facebook whistleblower Frances Haugen says parents make 1 big mistake with social*  
28 *media*, *Today* (Feb. 7, 2022), <https://www.today.com/parents/teens/facebook-whistleblower-frances-haugen-rca15256> (last visited Mar. 30, 2023).

1 keep its platforms as engaging and habit forming as possible. For example, the Meta  
2 platforms display curated content and recommendations that are customized to each user  
3 by using sophisticated algorithms. The proprietary services developed through such algorithms  
4 include: News Feed (a feed of stories and posts published on the platform, some of which  
5 are posted by connections/friends and others that are picked by Meta’s algorithms), People You  
6 May Know (algorithm-based suggestions of persons or accounts), Suggested for You, and  
7 Discover (algorithm-based recommendations). Such algorithm-based content and  
8 recommendations are presented to each user while the user is on the platform, and through  
9 notifications sent to the user’s smartphone and email address when the user is not on the  
10 platform.

11 123. Meta’s algorithms are not based exclusively on user requests, or even user inputs.  
12 Meta’s algorithms combine information entered or posted by the user on the platform with the  
13 user’s demographics and other data points collected and analyzed by Meta, make assumptions  
14 about that user’s interests and preferences, make predictions about what else might appeal to the  
15 user, and then make very specific recommendations of posts and pages to view and groups to  
16 visit and join based on rankings that will optimize Meta’s key performance indicators. Meta’s  
17 design dictates the way content is presented, such as its ranking and prioritization.<sup>114</sup>

18 124. Meta’s current use of algorithms in its platforms is driven and designed to  
19 maximize user engagement. Recently, Meta has transitioned away from chronological  
20 ranking, which organized the interface according to when content was posted or sent, to  
21 prioritize Meaningful Social Interactions (“MSI”), which emphasizes users’ connections and  
22 interactions such as likes and comments and gives greater significance to the interactions of  
23 connections that appeared to be the closest to users. Meta developed and employed an  
24 “amplification algorithm” to execute engagement-based ranking, which considers a post’s likes,  
25 shares, and comments, as well as a user’s past interactions with similar content, and shows the  
26 post in the user’s newsfeed if it otherwise meets certain benchmarks.

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27 <sup>114</sup> See, e.g., Adam Mosseri, *Shedding More Light on How Instagram Works*, Instagram (June 8, 2021),  
28 <https://about.instagram.com/blog/announcements/shedding-more-light-on-how-instagram-works>

1           125. Meta’s algorithms secretly operate on the principle that intense reactions compel  
2 attention. Because these algorithms measure reactions and contemporaneously immerse users in  
3 the most reactive content, these algorithms effectively work to steer users toward the most  
4 negative content, because negative content routinely elicits passionate reactions.

5           126. Due to its focus on user engagement, Meta’s algorithms promote content that is  
6 objectionable and harmful to many users, including minors. Meta was very aware of the harmful  
7 content that it was promoting, yet failed to change its algorithms because the inflammatory  
8 content that its algorithms were feeding to users fueled their return to the platforms and led to  
9 more engagement—which in turn helped Meta sell more advertisements, and more profit.  
10 Meta’s algorithms promote harmful content because such content increases user engagement,  
11 which thereby increases its appeal to advertisers and increases its overall value and profitability.

12           127. Meta’s shift from chronological ranking to algorithm-driven content and  
13 recommendations has changed the Meta platforms in ways that are dangerous and  
14 harmful to children, whose psychological susceptibility to habit-forming platforms put them at  
15 greater risk of harm from the Meta platforms’ exploitive and harmful features. In this regard, the  
16 algorithms used by Meta’s platforms exploit child users’ diminished decision-making capacity,  
17 impulse control, emotional maturity, and psychological resiliency caused by users’ incomplete  
18 brain development—and Meta specifically designs its platforms with these vulnerabilities in  
19 mind.

20           **e. Facebook’s and Instagram’s Harmful “Feeds”**

21           128. Facebook and Instagram feature a primary component which is promoting to each  
22 user a “feed” that is generated by an algorithm for that user, which consists of a series of photos,  
23 videos, and text posts posted by accounts that the user follows, along with advertising and  
24 content specifically selected by algorithms and promoted by Meta.

25           129. These feeds are endless lists of content that encourage users to scroll continuously  
26 without any natural end points, thus making it less likely the user would leave the app. In this  
27 regard, “[u]nlike a magazine, television show, or video game,” the Meta platforms only rarely  
28

1 prompt their users to take a break by using “stopping cues.”<sup>115</sup> Meta’s “bottomless scrolling”  
2 feature is designed to encourages users to use its platforms for unlimited periods of time.

3 130. Meta also controls a user’s feed through certain ranking mechanisms, escalation  
4 loops, and promotion of advertising and content specifically selected and promoted by Meta  
5 based on, among other things, its ongoing planning, assessment, and prioritization of the types of  
6 information most likely to increase user engagement.

7 131. As described above, the algorithms generating a user’s feed encourage excessive  
8 use and promote harmful content, particularly where the algorithm is designed to prioritize the  
9 number of interactions rather than the quality of interactions.

10 132. Meta utilizes private information of its child users to “precisely target [them] with  
11 content and recommendations, assessing what will provoke a reaction,” including encouragement  
12 of “destructive and dangerous behaviors,” which is how Meta “can push teens into darker and  
13 darker places.”<sup>116</sup> As such, Meta’s “amplification algorithms, things like engagement based  
14 ranking . . . can lead children . . . all the way from just something innocent like healthy recipes to  
15 anorexia promoting content over a very short period of time.”<sup>117</sup> Meta thus specifically selects  
16 and pushes this harmful content on its platforms, for which it is then paid, and does so both for  
17 direct profit and also to increase user engagement, resulting in additional profits down the road.

18 133. Meta’s Instagram platform features a feed of “Stories,” which are short-lived  
19 photo or video posts that are accessible only for 24 hours. This feature encourages constant,  
20 repeated, and compulsive use of Instagram, so that users do not miss out on content before it  
21 disappears. As with other feeds, the presentation of content in a user’s Stories is generated by an  
22 algorithm designed by Meta to maximize the amount of time a user spends on the app.

23 134. Instagram also features a feed called “Explore,” which displays content posted by  
24 users not previously “followed.” The content in “Explore” is selected and presented by an

25 <sup>115</sup> See Zara Abrams, *How Can We Minimize Instagram’s Harmful Effects?*, Am. Psych. Ass’n (Dec. 2, 2021),  
26 <https://www.apa.org/monitor/2022/03/feature-minimize-instagram-effects>.

27 <sup>116</sup> See *Facebook Whistleblower Frances Haugen Testifies on Children & Social Media Use: Full Senate Hearing*  
28 *Transcript* at 09:02, Rev (Oct. 5, 2021), <https://www.rev.com/blog/transcripts/facebook-whistleblower-frances-haugen-testifies-on-children-social-media-use-full-senate-hearing-transcript>

<sup>117</sup> *Id.* at 37:34 (statement by Ms. Frances Haugen).

1 algorithm designed by Meta to maximize the amount of time a user spends on the app. As with  
 2 other feeds, the Explore feature may be scrolled endlessly, and its algorithm will continually  
 3 generate new recommendations, encouraging users to use the app for unlimited periods of time.

4 135. Instagram features a feed called “Reels,” which presents short video posts by  
 5 users not previously followed. These videos play automatically, without input from the user,  
 6 encouraging the user to stay on the app for indefinite periods of time. As with other feeds, Reels  
 7 content is selected and presented by an algorithm designed by Meta to maximize the amount of  
 8 time a user spends on the app.

9 **f. Meta Is Aware That Its Platforms Are Harmful to Minors**

10 136. For years, Meta has been aware that the content it is intentionally promoting to users,  
 11 including children, is harmful to their physical and mental health, yet failed to mitigate or stop  
 12 the damage it was perpetuating, due to profit.

13 137. In an internal slide presentation in 2019, Meta’s own researchers studying  
 14 Instagram’s effects on children concluded that “[w]e make body image issues worse for one in  
 15 three teen girls[.]”<sup>118</sup> This presentation was one of many documents leaked by former Meta  
 16 employee Frances Haugen to journalists at the Wall Street Journal and federal regulators in  
 17 2021.<sup>119</sup> The Wall Street Journal’s reporting on the documents began in September 2021 and  
 18 caused a national and international uproar.

19 138. The leaked documents confirmed what social scientists have long suspected; that  
 20 social media platforms like Meta’s can cause serious harm to the mental and physical health of  
 21 children. Moreover, this capacity for harm is by design—what makes the Meta platforms  
 22 profitable is precisely what harms its young users.

23 139. Upon information and belief, at least as far back as 2019, Meta initiated a

24 <sup>118</sup> Georgia Wells et al., *Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show; Its own*  
 25 *in-depth research shows a significant teen mental-health issue that Facebook plays down in public*, Wall St. J. (Sept.  
 26 14, 2021), [https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-](https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739)  
 show-11631620739

27 <sup>119</sup> See Paul Marsden, *The ‘Facebook Files’ on Instagram Harms—All Leaked Slides on a Single Page*, Digital  
 28 Wellbeing (Oct. 20, 2021), [https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-](https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page/)  
 a-single-page/. See also Dell Cameron et al., *Read the Facebook Papers for Yourself*, Gizmodo (Apr. 18, 2022),  
<https://gizmodo.com/facebook-papers-how-to-read-1848702919>.

1 Proactive Incident Response experiment, which began researching the effect of Meta on the  
 2 mental health of today’s children.<sup>120</sup> Meta’s own in-depth analyses show significant mental-  
 3 health issues stemming from the use of Instagram among teenage girls, many of whom linked  
 4 suicidal thoughts and eating disorders to their experiences on the app.<sup>121</sup> In this regard, Meta’s  
 5 researchers have repeatedly found that Instagram is harmful for a sizable percentage of teens that  
 6 use the platform.<sup>122</sup>

7 140. In particular, the researchers found that “[s]ocial comparison,” or peoples’  
 8 assessment of their own value relative to that of others, is “worse on Instagram” for teens than on  
 9 other social media platforms.<sup>123</sup> One in five teens reported that Instagram “makes them feel  
 10 worse about themselves.”<sup>124</sup> Roughly two in five teen users reported feeling “unattractive,” while  
 11 one in 10 teen users reporting suicidal thoughts traced them to Instagram.<sup>125</sup> Teens “consistently”  
 12 and without prompting blamed Instagram “for increases in the rate of anxiety and depression.”<sup>126</sup>  
 13 And although teenagers identify Instagram as a source of psychological harm, they often lack the  
 14 self-control to use Instagram less. Also, according to Meta’s own researchers, young users are  
 15 not capable of controlling their Instagram use to protect their own health.<sup>127</sup> Such users “often  
 16 feel ‘addicted’ and know that what they’re seeing is bad for their mental health but feel unable to  
 17 stop themselves.”<sup>128</sup>

18 141. Similarly, in a March 2020 presentation posted to Meta’s internal message board,  
 19 researchers found that “[t]hirty-two percent of teen girls said that when they felt bad about their  
 20 bodies, Instagram made them feel worse.”<sup>129</sup> Sixty-six percent of teen girls and 40 percent of

21 <sup>120</sup> See *Facebook Whistleblower Testifies on Protecting Children Online*, C-SPAN (Oct. 5, 2021), <https://www.c-span.org/video/?515042-1/whistleblower-frances-haugen-calls-congress-regulate-facebook>.

22 <sup>121</sup> See *Georgia Wells et al., Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show*, Wall  
 23 St. J. (Sept. 14, 2021, 7:59 AM), [https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739?mod=hp\\_lead\\_pos7&mod=article\\_inline](https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739?mod=hp_lead_pos7&mod=article_inline).

24 <sup>122</sup> *Id.*

25 <sup>123</sup> *Id.*

26 <sup>124</sup> *Id.*

27 <sup>125</sup> *Id.*

28 <sup>126</sup> *Id.*

<sup>127</sup> *Id.*

<sup>128</sup> *Id.*

<sup>129</sup> *Id.*; See also *Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.*, Wall St. J. (Sept. 29, 2021), <https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social->

1 teen boys have experienced negative social comparison harms on Instagram.<sup>130</sup> Further,  
 2 approximately 13 percent of teen-girl Instagram users say the platform makes thoughts of  
 3 “suicide and self harm” worse, and 17 percent of teen-girl Instagram users say the platform  
 4 makes “[e]ating issues” worse.<sup>131</sup> Meta’s researchers also acknowledged that “[m]ental health  
 5 outcomes” related to the use of Instagram “can be severe,” including “Body Dissatisfaction,”  
 6 “Body Dysmorphia,” “Eating Disorders,” “Loneliness,” and “Depression.”<sup>132</sup>

7 142. The leaked documents show that Meta is aware of the harmful nature of its  
 8 platforms, and the specific design features that lead to excessive use and harm to children. For  
 9 instance, Meta knows that Instagram’s Explore, Feed, and Stories features contribute to social  
 10 comparison harms “in different ways.” Moreover, specific “[a]spects of Instagram exacerbate  
 11 each other to create a perfect storm” of<sup>133</sup> harm to users, and that the “social comparison sweet  
 12 spot”—a place of considerable harm to users, particularly teenagers and teen girls—lies at the  
 13 center of Meta’s model and platforms’ features.<sup>134</sup> In this regard, Meta’s researchers wrote that  
 14 “[s]ocial comparison and perfectionism are nothing new, but Instagram is ‘the reason’ why there  
 15 are higher levels of anxiety and depression in young people.”<sup>135</sup>

16 **2. Snapchat Intentionally Marketed to and Designed Its Social Media Platform for**  
 17 **Minor Users and Has Substantially Contributed to the Youth Mental Health**  
 18 **Crisis**

19 comparison-on-instagram.pdf; see also *Hard Life Moments-Mental Health Deep Dive* at 14, Facebook (Nov. 2019),  
 20 <https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf>; Paul Marsden,  
 21 *The ‘Facebook Files’ on Instagram harms – all leaked slides on a single page* at slide 14, Dig. Wellbeing (Oct. 20,  
 22 2021) <https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page> (hard  
 23 life moment – mental health deep dive)

24 <sup>130</sup> *Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.* at 9, Wall St. J.  
 25 (Sept. 29, 2021), [https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-](https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf)  
 26 [instagram.pdf](https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf).

27 <sup>131</sup> *Hard Life Moments-Mental Health Deep Dive* at 14, Facebook (Nov. 2019), [https://about.fb.com/wp-](https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf)  
 28 [content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf](https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf); Paul Marsden, *The Facebook Files’ on*  
*Instagram arms – all leaked slides on a single page* at slide 14, Dig. Wellbeing (Oct. 20, 2021),  
<https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page>

<sup>132</sup> *Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.* at 34, Wall St.  
 J. (Sept. 29, 2021), [https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-](https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf)  
[instagram.pdf](https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf).

<sup>133</sup> *Id.* at 31.

<sup>134</sup> *Id.* at 31.

<sup>135</sup> See *Hard Life Moments-Mental Health Deep Dive* at 53, Facebook (Nov. 2019), [https://about.fb.com/wp-](https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf)  
[content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf](https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf).

Complaint

1 143. Snapchat was created in 2011 by Stanford University students Evan Spiegel and  
2 Bobby Murphy, who serve as Snap Inc.'s CEO and CTO respectively.<sup>136</sup>

3 144. Snapchat started as a photo sharing platform that allows users to form groups and  
4 share photos, known as “snaps,” that disappear after being viewed by the recipients. Snapchat  
5 became well known for this self-destructing content feature. But Snapchat quickly evolved from  
6 only functioning as a photo-sharing app, as Snap made design changes and rapidly developed  
7 new features targeting teens, which ultimately increased Snapchat’s popularity among minors.

8 145. In 2012, Snap added video sharing capabilities, pushing the number of “snaps” to  
9 50 million per day.<sup>137</sup> A year later, Snap added the “Stories” function, which allows users to  
10 upload a rolling compilation of snaps that the user’s connections can view for 24 hours.<sup>138</sup> The  
11 following year, Snap added a feature that enabled users to communicate with one another in real  
12 time “via text or video.”<sup>139</sup> It also added the “Our Story” feature, expanding on the original stories  
13 function by allowing users in the same location to add their photos and videos to a single  
14 publicly viewable content stream.<sup>140</sup> Snap also gave users the capability to add filters and graphic  
15 stickers onto photos showing a user’s location, through a feature it refers to as “Geofilters.”<sup>141</sup>

16 146. In 2015, Snap added a “Discover” feature that promotes videos from news outlets  
17 and other content creators.<sup>142</sup> Users can view content by scrolling through the Discover  
18 feed. After the selected video ends, Snapchat automatically plays other video content in a  
19 never ending stream until a user manually exits the stream.

20 \_\_\_\_\_  
21 <sup>136</sup> Katie Benner, *How Snapchat is Shaping Social Media*, N.Y. Times (Nov. 30, 2016),  
<https://www.nytimes.com/2016/11/30/technology/how-snapchat-works.html>.

22 <sup>137</sup> J.J. Colao, *Snapchat Adds Video, Now Seeing 50 Million Photos A Day*, Forbes (Dec. 14, 2012),  
<https://www.forbes.com/sites/jjcolao/2012/12/14/snapchat-adds-video-now-seeing-50-million-photos-a-day/?sh=55425197631b>.

23 <sup>138</sup> Ellis Hamburger, *Snapchat’s Next Big Thing: ‘Stories’ That Don’t Just Disappear*, Verge (Oct. 3, 2013),  
<https://www.theverge.com/2013/10/3/4791934/snapchats-next-big-thing-stories-that-dont-just-disappear>.

24 <sup>139</sup> Romain Dillet, *Snapchat Adds Ephemeral Text Chat and Video Calls*, TechCrunch (May 1, 2014),  
<https://techcrunch.com/2014/05/01/snapchat-adds-text-chat-and-video-calls/>.

25 <sup>140</sup> Laura Stampler, *Snapchat Just Unveiled a New Feature*, Time (June 17, 2014),  
<https://time.com/2890073/snapchat-new-feature/>.

26 <sup>141</sup> Angela Moscaritolo, *Snapchat Adds ‘Geofilters’ in LA*, New York, PC Mag. (July 15, 2014)  
<https://www.pcmag.com/news/snapchat-adds-geofilters-in-la-new-york>.

27 <sup>142</sup> Steven Tweedie, *How to Use Snapchat’s New ‘Discover’ Feature*, Bus. Insider (Jan. 27, 2015),  
28 <https://www.businessinsider.com/how-to-use-snapchat-discover-feature-2015-1>.

1 147. In 2020, Snap added the “Spotlight” feature through which it serves users “an  
2 endless feed of user-generated content” Snap curates from the 300 million daily Snapchat  
3 users.<sup>143</sup>

4 148. Today Snapchat is one of the largest social media platforms in the world. By its  
5 own estimates, Snapchat has 363 million daily users, including 100 million daily users in North  
6 America.<sup>144</sup> Snapchat reaches 90 percent of people ages 13–24 in over twenty countries and  
7 reaches nearly half of all smartphone users in the United States.<sup>145</sup>

8 **a. Snap Designs and Markets Its Platform to Minors**

9 149. Snapchat’s commercial success is due to its advertising. In 2014, Snap began  
10 running advertisements on Snapchat.<sup>146</sup> Since then, Snapchat’s business model has revolved  
11 around its advertising revenue, which has boomed. Snap now expects to generate \$4.86 billion in  
12 Snapchat advertising revenue for 2022.<sup>147</sup>

13 150. Snap specifically markets Snapchat to children ages 13–17 because they are a key  
14 demographic for Snap’s advertising business. Internal documents describe users between the  
15 ages pf 13-34 as “critical” to Snap’s advertising success because of the common milestones  
16 achieved within that age range.<sup>148</sup>

17 151. In addition to its marketing, Snap has targeted a younger audience by designing  
18 Snapchat in a manner that older individuals find hard to use.<sup>149</sup> The effect of this design is that  
19  
20

21 <sup>143</sup> Salvador Rodriguez, *Snap is launching a competitor to TikTok and Instagram Reels*, CNBC (Nov. 23, 2020),  
22 <https://www.cnbc.com/2020/11/23/snap-launching-a-competitor-to-tiktok-and-instagram-reels.html>.

23 <sup>144</sup> October 2022 Investor Presentation at 5, Snap Inc. (Oct. 20, 2022), <https://investor.snap.com/events-and-presentations/presentations/default.aspx>.

24 <sup>145</sup> *Id.* at 6-7

25 <sup>146</sup> Sara Fischer, *A timeline of Snap’s advertising, from launch to IPO*, Axios (Feb. 3, 2017),  
26 <https://www.axios.com/2017/12/15/a-timeline-of-snaps-advertising-from-launch-to-ipo-1513300279>.

27 <sup>147</sup> Bhanvi Staija, *TikTok’s ad revenue to surpass Twitter and Snapchat combined in 2022*, Reuters (Apr. 11, 2022),  
28 <https://www.reuters.com/technology/tiktoks-ad-revenue-surpass-twitter-snapchat-combined-2022-report-2022-04-11/>.

<sup>148</sup> October 2022 Investor Presentation at 27, Snap Inc. (Oct. 20, 2022), <https://investor.snap.com/events-and-presentations/presentations/default.aspx>.

<sup>149</sup> See Hannah Kuchler & Tim Bradshaw, *Snapchat’s Youth Appeal Puts Pressure on Facebook*, Fin. Times (Aug. 21, 2017), <https://www.ft.com/content/07e4dc9e-86c4-11e7-bf50-e1c239b45787>.

1 Snapchat is a platform where its young users are insulated from older users, including their  
 2 teachers and their parents. Snap is well aware of this model, as Snap’s CEO boasts, “[w]e’ve  
 3 made it very hard for parents to embarrass their children[.]”<sup>150</sup>

4 152. Snap also designed Snapchat in a way that enables minor users to hide content from  
 5 their parents by ensuring that photos, videos, and chat messages quickly disappear. This design  
 6 further insulates children from adult oversight.

7 153. Moreover, Snap added as a feature the ability for users to create cartoon avatars  
 8 modeled after themselves.<sup>151</sup> By using an artform generally associated with and directed at  
 9 younger audiences, Snap further designed Snapchat to attract teenagers and younger children.

10 154. In 2013, Snap also marketed Snapchat *specifically* to kids under 13 through a  
 11 feature it named “SnapKidz.”<sup>152</sup> This feature—part of the Snapchat platform—allowed children  
 12 under 13 to take photos, draw on them, and save them locally on the device.<sup>153</sup> Kids could also  
 13 send these images to others or upload them to other social media sites.<sup>154</sup>

14 155. Although the SnapKidz feature was later discontinued and Snap claims to now  
 15 prohibit users under the age of 13, its executives have admitted that its age verification “is  
 16 effectively useless in stopping underage users from signing up to the Snapchat app.”<sup>155</sup> Snap’s  
 17 purported safeguards are nothing more than a façade.

18 156. Snap’s efforts to attract young users have been successful. Teenagers consistently  
 19 name Snapchat as a favorite social media platform. The latest figures show 13 percent of  
 20

21 \_\_\_\_\_  
 22 <sup>150</sup> Max Chafkin & Sarah Frier, *How Snapchat Built a Business by Confusing Olds*, Bloomberg (Mar. 3, 2016),  
<https://www.bloomberg.com/features/2016-how-snapchat-built-a-business/>.

23 <sup>151</sup> Kif Leswing, *Snapchat just introduced a feature it paid more than \$100 million for*, Bus. Insider (July 19,  
 24 2016), [https://www.businessinsider.com/snapchat-just-introduced-a-feature-it-paid-more-than-100-million-for-2016-](https://www.businessinsider.com/snapchat-just-introduced-a-feature-it-paid-more-than-100-million-for-2016-7)  
 25 [7](https://www.businessinsider.com/snapchat-just-introduced-a-feature-it-paid-more-than-100-million-for-2016-7).

26 <sup>152</sup> Larry Magid, *Snapchat Creates SnapKidz – A Sandbox for Kids Under 13*, Forbes (June 23, 2013),  
 27 [https://www.forbes.com/sites/larrymagid/2013/06/23/snapchat-creates-snapkidz-a-sandbox-for-kids-under-](https://www.forbes.com/sites/larrymagid/2013/06/23/snapchat-creates-snapkidz-a-sandbox-for-kids-under-13/?sh=7c682a555e5a)  
 28 [13/?sh=7c682a555e5a](https://www.forbes.com/sites/larrymagid/2013/06/23/snapchat-creates-snapkidz-a-sandbox-for-kids-under-13/?sh=7c682a555e5a).

<sup>153</sup> *Id.*

<sup>154</sup> *Id.*

<sup>155</sup> Isobel Asher Hamilton, *Snapchat admits its age verification safeguards are effectively useless*, Bus. Insider  
 Mar. 19, 2019), [https://www.businessinsider.com/snapchat-says-its-age-verification-safeguards-are-effectively-](https://www.businessinsider.com/snapchat-says-its-age-verification-safeguards-are-effectively-useless-2019-3)  
[useless-2019-3](https://www.businessinsider.com/snapchat-says-its-age-verification-safeguards-are-effectively-useless-2019-3).

1 children ages 8–12 used Snapchat in 2021,<sup>156</sup> and almost 60 percent of children ages 13–17 use  
2 Snapchat.<sup>157</sup>

3 **b. Snap Intentionally Designs and Markets Exploitative Methods to**  
4 **Increase the Time Users Spend on its Platform**

5 158. Snap promotes excessive use of its platform through design features and manipulative  
6 algorithms intended to maximize users' screen time.

7 159. Snap has implemented inherently and intentionally exploitive features into  
8 Snapchat, including “Snapstreaks,” (tracking and displaying how many consecutive days two  
9 users reply to each other) various trophies and reward systems, quickly disappearing messages,  
10 and filters. Snap designed these features, along with others, to maximize the amount of time  
11 users spend on its platform.

12 160. Snaps are intended to manipulate users by activating the rule of reciprocation.<sup>158</sup>  
13 Whenever a user gets a snap, they feel obligated to send a return snap. Snapchat tells users  
14 each time they receive a snap by pushing a notification to the recipient's cellphone. These  
15 notifications are designed to motivate users to open Snapchat and view content, increasing the  
16 amount of time users spend on Snapchat. Further, because snaps disappear within ten seconds of  
17 being viewed, users feel compelled to reply immediately. This disappearing nature of snaps is a  
18 defining characteristic of Snapchat and intended keep users on the platform.

19 161. Snap also keeps users coming back to the Snapchat platform through the  
20 “Snapstreaks” feature.<sup>159</sup> A “streak” is a counter within Snapchat that tracks how many

21 <sup>156</sup> Victoria Rideout et al., *Common Sense Census: Media use by tweens and teens*, 2021 at 5, Common Sense  
22 Media (2022), [https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web\\_0.pdf](https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf).

23 <sup>157</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),  
24 <https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

25 <sup>158</sup> Nir Eyal, *The Secret Psychology of Snapchat*, Nir & Far (Apr. 14, 2015),  
26 <https://www.nirandfar.com/psychology-of-snapchat/>.

27 <sup>159</sup> See Avery Hartmans, *These are the sneaky ways apps like Instagram, Facebook, Tinder lure you in and get you*  
28 *'addicted'*, Bus. Insider (Feb. 17 2018), <https://www.businessinsider.com/how-app-developers-keep-us-addicted-to-our-smartphones-2018-1#snapchat-uses-snapstreaks-to-keep-you-hooked-13>; see generally Virginia Smart & Tyana Grundig, ‘We’re designing minds’: Industry insider reveals secrets of addictive app trade, CBC (Nov. 3, 2017), <https://www.cbc.ca/news/science/marketplace-phones-1.4384876>; Julian Morgans, *The Secret Ways Social Media is Built for Addiction*, Vice (May 17, 2017), <https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction>.

1 consecutive days two users have sent each other snaps. If a user fails to snap the other user  
 2 within 24 hours, the streak ends. Snap adds extra urgency by putting an hourglass emoji next to a  
 3 friend's name if a Snapchat streak is about to end.<sup>160</sup> This design implements a system where a  
 4 user must "check constantly or risk missing out."<sup>161</sup> And this feature is particularly effective on  
 5 teenage and minor users. "For teens in particular, streaks are a vital part of using the app, and of  
 6 their social lives as a whole."<sup>162</sup> Some children become so obsessed with maintaining a  
 7 Snapstreak that they give their friends access to their accounts when they may be away from  
 8 their phone for a day or more, such as on vacation.<sup>163</sup>

9 162. Snap also designed features that operate on IVR principles to maximize the time  
 10 users are on its platform. The "rewards" come in the form of a user's "Snapscore," (increases  
 11 with each snap a user sends and receives) and other signals of recognition similar to "likes" used  
 12 in other platforms. The increase in Snapscore and other trophies and charms users can earn by  
 13 using the app operate on variable reward patterns. Like Snapstreaks, these features are designed  
 14 to incentivize sending snaps and increase the amount of time users spend on Snapchat.

15 163. Snap also designs photo and video filters and lenses, which are central to  
 16 Snapchat's function. Snap designed its filters and lenses in a way to further maximize the amount  
 17 of time users spend on Snapchat. One way Snap uses its filters to hook minor users is by creating  
 18 temporary filters that impose a sense of urgency to use them before they disappear. Another way  
 19 Snap designed its filters to increase screen use is by gamification. Many filters include games,<sup>164</sup>

21 <sup>160</sup> Lizette Chapman, *Inside the Mind of a Snapchat Streaker*, Bloomberg (Jan. 30, 2017),  
 22 <https://www.bloomberg.com/news/features/2017-01-30/inside-the-mind-of-a-snapchat-streaker>.

23 <sup>161</sup> *Id.*

24 <sup>162</sup> Avery Hartmans, *These are the sneaky ways apps like Instagram, Facebook, Tinder lure you in and get you*  
 25 *'addicted'*, Bus. Insider (Feb. 17 2018), <https://www.businessinsider.com/how-app-developers-keep-us-addicted-to-our-smartphones-2018-1#snapchat-uses-snapstreaks-to-keep-you-hooked-13>; see generally Cathy Becker,  
 26 *Experts warn parents how Snapchat can hook in teens with streaks*, ABC News (July 27, 2017),  
 27 <https://abcnews.go.com/Lifestyle/experts-warn-parents-snapchat-hook-teens-streaks/story?id=48778296>.

28 <sup>163</sup> Caroline Knorr, *How to resist technology addiction*, CNN (Nov. 9, 2017),  
<https://www.cnn.com/2017/11/09/health/science-of-tech-obsession-partner/index.html>; Jon Brooks, *7 Specific*  
*Tactics Social Media Companies Use to Keep You Hooked*, KQED (June 9, 2017),  
<https://www.kqed.org/futureofyou/397018/7-specific-ways-social-media-companies-have-you-hooked>.

<sup>164</sup> Josh Constine, *Now Snapchat Has 'Filter Games'*, TechCrunch (Dec. 23, 2016),  
<https://techcrunch.com/2016/12/23/snapchat-games/>.

1 creating competition between users by sending each other snaps with scores. Snap also tracks  
 2 data on the most commonly used filters and develops new filters based on this data.<sup>165</sup> Snap  
 3 personalizes filters to further entice individuals to use Snapchat more.<sup>166</sup> Snap designs and  
 4 modifies these filters to maximize the amount of time users spend on Snapchat.

### 5 **c. Snapchat’s Algorithms Are Manipulative and Harmful**

6 164. Snap also uses complex algorithms to suggest friends to users and recommend  
 7 content in order to keep users using Snapchat.

8 165. Snap notifies users based on an equation Snap uses to determine whether to suggest  
 9 someone add someone else as a friend on Snapchat. This is known as “Quick Add.” By using an  
 10 algorithm to suggest friends to users, Snapchat increases the odds users will add additional  
 11 friends, send additional snaps, and increase use spending more time on Snapchat.

12 166. Snapchat also utilizes “Discover” and “Spotlight” features that use algorithms to  
 13 suggest content to users. The Discover feature includes content from news and other media  
 14 outlets.<sup>167</sup> A user’s Discover content is populated by an algorithm, and constantly changes  
 15 depending on how a user interacts with the content.<sup>168</sup> Similarly, the Spotlight feature promotes  
 16 popular videos from other Snapchat users, and is based on an algorithm that determines whether  
 17 a user has positively or negatively engaged with similar content.<sup>169</sup> Snap programs its algorithms  
 18 to push content to users that will keep them engaged on Snapchat and, thereby, increase the  
 19 amount of time users spend on Snapchat, worsening their mental health.

### 20 **d. Snap’s Conduct in Designing and Operating Its Platform Has Harmed 21 Youth Mental Health**

22 167. The way in which Snap has designed and operated Snapchat has caused minors to

23 <sup>165</sup> *How We Use Your Information*, Snap Inc., <https://snap.com/en-US/privacy/your-information> (last visited Dec.  
 24 8, 2022).

<sup>166</sup> *Id.*

25 <sup>167</sup> Steven Tweedie, *How to Use Snapchat’s New ‘Discover’ Feature*, Bus. Insider (Jan. 27, 2015),  
<https://www.businessinsider.com/how-to-use-snapchat-discover-feature-2015-1>.

26 <sup>168</sup> *How We Use Your Information*, Snap Inc., <https://snap.com/en-US/privacy/your-information> (last visited Dec.  
 27 8, 2022).

28 <sup>169</sup> Sara Fischer, *Snapchat launches Spotlight, a TikTok competitor*, Axios (Nov. 23, 2020),  
<https://www.axios.com/2020/11/23/snapchat-launches-spotlight-tiktok-competitor>; <https://snap.com/en-US/privacy/your-information>

1 suffer increased anxiety, depression, disordered eating, cyberbullying, and sleep deprivation.

2 168. Snap is aware Snapchat is harming children because, as alleged above, Snap  
3 intentionally designed Snapchat to maximize engagement by preying on the psychology of  
4 children through its use of algorithms and other features including Snapstreaks, various trophies  
5 and reward systems, quickly disappearing messages, filters, and games.

6 169. Snap reasonably should know that its conduct has negatively affected youth. Snap’s  
7 conduct has been the subject of inquiries by the United States Senate regarding Snapchat’s use  
8 “to promote bullying, worsen eating disorders, and help teenagers buy dangerous drugs or  
9 engage in reckless behavior.”<sup>170</sup> Further, Senators from across the ideological spectrum have  
10 introduced bills that would ban many of the features Snapchat uses, including badges and other  
11 awards recognizing a user’s level of engagement with the platform.<sup>171</sup> Despite these calls for  
12 oversight from Congress, Snap has failed to limit or stop its use of streaks, badges, and other  
13 awards that recognize and promote users’ level of engagement with Snapchat.

14 170. Snap also knows or should know of Snapchat’s other negative effects on minors  
15 because of widely available published research findings. For instance, *the Journal of the*  
16 *American Medical Association* has recognized that Snapchat’s effect on how young people view  
17 themselves is so severe, that it named a new disorder, “Snapchat dysmorphia,” after the  
18 platform.<sup>172</sup> This disorder describes people, usually young women, seeking plastic surgery to  
19 make themselves look like the way they do through Snapchat filters.<sup>173</sup> The rationale underlying  
20 this disorder is that beauty filters on social media, like Snapchat, create a “sense of unattainable  
21 perfection” that is alienating and damaging to a person’s self-esteem.<sup>174</sup> One social psychologist

22  
23 <sup>170</sup> Bobby Allyn, *4 Takeaways from the Senate child safety hearing with YouTube, Snapchat and TikTok*, Nat’l Pub.  
Radio (Oct. 26, 2021), <https://www.npr.org/2021/10/26/1049267501/snapchat-tiktok-youtube-congress-child-safety-hearing>.

24 <sup>171</sup> See Abigail Clukey, *Lawmaker Aims To Curb Social Media Addiction With New Bill*, Nat’l Pub. Radio (Aug. 3,  
25 2019), <https://www.npr.org/2019/08/03/747086462/lawmaker-aims-to-curb-social-media-addiction-with-new-bill>;  
Social Media Addiction Reduction Technology Act, S. 2314, 116th Cong. (2019); Kids Internet Design and Safety  
26 Act, S. 2918, 117th Cong. (2021).

27 <sup>172</sup> *Snapchat Dysmorphia’: When People Get Plastic Surgery To Look Like A Social Media Filter*, WBUR (Aug  
29, 2018), <https://www.wbur.org/hereandnow/2018/08/29/snapchat-dysmorphia-plastic-surgery>.

28 <sup>173</sup> *Id.*

<sup>174</sup> Nathan Smith & Allie Yang, *What happens when lines blur between real and virtual beauty through filters*,  
Complaint

1 summed the effect as “the pressure to present a certain filtered image on social media can  
2 certainly play into [depression and anxiety] for younger people who are just developing their  
3 identities.”<sup>175</sup>

4 171. Despite knowing Snapchat harms its young users, Snap continues to update and  
5 add features intentionally designed to maximize the amount of time users spend on Snapchat.  
6 Snap continues its harmful conduct because its advertising revenue relies on Snapchat’s users  
7 consuming large volumes of content on its platform.

8 **3. TikTok Intentionally Marketed to and Designed Its Social Media Platform for**  
9 **Minor Users and Has Substantially Contributed to the Youth Mental Health**  
10 **Crisis**

11 **a. TikTok’s Platform**

12 172. TikTok is a social media platform that describes itself as “the leading destination  
13 for short-form mobile video.”<sup>176</sup> According to TikTok, it is primarily a platform where users  
14 “create and watch short-form videos.”<sup>177</sup>

15 173. TikTok’s predecessor, Musical.ly, launched in 2014 as a place where people  
16 could create and share 15-second videos of themselves lip-syncing or dancing to their favorite  
17 music.<sup>178</sup>

18 174. In 2017, ByteDance launched an international version of a similar platform that  
19 also enabled users to create and share short lip-syncing videos that it called TikTok.<sup>179</sup>

20 175. That same year, ByteDance acquired Musical.ly to leverage its young user base in  
21 the United States, of almost 60 million monthly active users.<sup>180</sup>

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22 ABC News (May 1, 2021), <https://abcnews.go.com/Technology/lines-blur-real-virtual-beauty-filters/story?id=77427989>

23 <sup>175</sup> *Id.*

24 <sup>176</sup> About: Our Mission, TikTok, <https://www.tiktok.com/about> (last visited Dec. 8, 2022).

25 <sup>177</sup> *Protecting Kids Online: Snapchat, TikTok, and YouTube: Hearing Before the Subcomm. On Consumer Protection, Product Safety, and Data Security*, 117 Cong. (2021) (statement of Michael Beckerman, VP and Head of Public Policy, Americas, TikTok).

26 <sup>178</sup> Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you’ve probably never heard of*, Bus. Insider (May, 28, 2016), <https://www.businessinsider.com/what-is-musically-2016-5>.

27 <sup>179</sup> Paresh Dave, *China’s ByteDance scrubs Musical.ly brand in favor of TikTok*, Reuters (Aug. 1, 2018), <https://www.reuters.com/article/us-bytedance-musically/chinas-bytedance-scrubs-musical-ly-brand-in-favor-of-tiktok-idUSKBN1KN0BW>.

28 <sup>180</sup> Liza Lin & Rolfe Winkler, *Social-Media App Musical.ly Is Acquired for as Much as \$1 Billion; With 60 million monthly users, startup sells to Chinese maker of news app Toutiao*, Wall St. J. (Nov. 10, 2017),

1 176. Months later, the apps were merged under the TikTok brand.<sup>181</sup>

2 177. Since then, TikTok has expanded the length of time for videos from 15-seconds to  
3 up to 10 minutes;<sup>182</sup> created a fund that was expected to grow to over \$1 billion within three  
4 years to incentivize users to create videos that even more people will watch;<sup>183</sup> and had users  
5 debut their own songs, share comedy skits,<sup>184</sup> and “challenge” others to perform an activity.<sup>185</sup>

6 178. TikTok marketed and designed its platform to enable endless scrolling.

7 179. “[O]ne of the defining features of the TikTok platform,” is its “For You” feed.<sup>186</sup>  
8 There, users are served with an unending stream of videos TikTok curates for them based on  
9 complex, machine-learning algorithms intended to keep users on its platform. TikTok itself  
10 describes the feed as “central to the TikTok experience and where most of our users spend their  
11 time.”<sup>187</sup> *The New York Times* described it like this:

12 It’s an algorithmic feed based on videos you’ve interacted with, or  
13 even just watched. It never runs out of material. It is not, unless you  
14 train it to be, full of people you know, or things you’ve explicitly told  
15 it you want to see. It’s full of things that you seem to have  
16 demonstrated you want to watch, no matter what you actually say you  
17 want to watch.<sup>188</sup>

18 180. The “For You” feed has quickly garnered TikTok hundreds of millions of users.

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19 <https://www.wsj.com/articles/lip-syncing-app-musical-ly-is-acquired-for-as-much-as-1-billion-1510278123>.

20 <sup>181</sup> Paresh Dave, *China’s ByteDance scrubs Musical.ly brand in favor of TikTok*, Reuters (Aug. 1, 2018),  
<https://www.reuters.com/article/us-bytedance-musically/chinas-bytedance-scrubs-musical-ly-brand-in-favor-of-tiktok-idUSKBN1KN0BW>.

21 <sup>182</sup> Andrew Hutchinson, *TikTok Confirms that 10 Minute Video Uploads are Coming to All Users*,  
SocialMediaToday (Feb. 28, 2022), <https://www.socialmediatoday.com/news/tiktok-confirms-that-10-minute-video-uploads-are-coming-to-all-users/619535/>.

22 <sup>183</sup> Vanessa Pappas, *Introducing the \$200M TikTok Creator Fund*, TikTok (July 29, 2021),  
<https://newsroom.tiktok.com/en-us/introducing-the-200-million-tiktok-creator-fund>.

23 <sup>184</sup> Joseph Steinberg, *Meet Musical.ly, the Video Social Network Quickly Capturing the Tween and Teen Markets*,  
Inc. (June 2, 2016), <https://www.inc.com/joseph-steinberg/meet-musically-the-video-social-network-quickly-capturing-the-tween-and-teen-m.html>.

24 <sup>185</sup> John Herrman, *How TikTok is Rewriting the World*, N.Y. Times (Mar. 10, 2019),  
<https://www.nytimes.com/2019/03/10/style/what-is-tik-tok.html>.

25 <sup>186</sup> *How TikTok recommends videos #ForYou*, TikTok (June 18, 2020), <https://newsroom.tiktok.com/en-us/how-tiktok-recommends-videos-for-you>.

26 <sup>187</sup> *Id.*

27 <sup>188</sup> John Herrman, *How TikTok is Rewriting the World*, N.Y. Times (Mar. 10, 2019),  
28 <https://www.nytimes.com/2019/03/10/style/what-is-tik-tok.html>.

1 Since 2018, TikTok has grown from 271 million global users to more than 1 billion global  
2 Monthly users as of September 2021.<sup>189</sup>

3 **b. TikTok Markets Its Platform to Minors**

4 181. TikTok has built its business plan around advertising revenue, which has flourished.  
5 In 2022, TikTok is projected to receive \$11 billion in advertising revenue, over half of which is  
6 expected to come from the United States.<sup>190</sup>

7 182. TikTok, since its beginning as Musical.ly, has been designed and developed with  
8 Minors in mind.

9 183. Alex Zhu and Louis Yang, the co-founders of Musical.ly, raised \$250,000 to  
10 build an app that experts could use to create short, three- to five-minute videos explaining a  
11 subject.<sup>191</sup> The day they released the app, Zhu said they knew “[i]t was doomed to be a failure,”  
12 because “[i]t wasn’t entertaining, and it didn’t attract teens.”<sup>192</sup>

13 184. According to Zhu, he stumbled upon the idea that would come to be TikTok while  
14 observing teens on a train, half of whom were listening to music while the other half took selfies  
15 or videos and shared the results with friends.<sup>193</sup> “That’s when Zhu realized he could combine  
16 music, videos, and a social network to attract the early-teen demographic.”<sup>194</sup>

17 185. Zhu and Yang thereafter developed the short-form video app that is now known  
18 as TikTok.

19 186. TikTok was marketed to minors in its design and content. For example, the Federal  
20 Trade Commission (“FTC”) alleged that the app initially centered around a child-oriented  
21 activity (i.e., lip syncing); featured music by celebrities that then appealed primarily to teens and  
22 tweens, such as Selena Gomez and Ariana Grande; labelled folders with names meant to appeal

23 <sup>189</sup> Jessica Bursztynsky, *TikTok says 1 billion people use the app each month*, CNBC (Sept. 27, 2021),  
24 <https://www.cnbc.com/2021/09/27/tiktok-reaches-1-billion-monthly-users.html>.

25 <sup>190</sup> Bhanvi Staija, *TikTok’s ad revenue to surpass Twitter and Snapchat combined in 2022*, Reuters (Apr. 11, 2022),  
<https://www.reuters.com/technology/tiktoks-ad-revenue-surpass-twitter-snapchat-combined-2022-report-2022-04-11/>.

26 <sup>191</sup> Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you’ve probably never  
heard of*, Bus. Insider (May 28, 2016), <https://www.businessinsider.com/what-is-musically-2016-5>.

27 <sup>192</sup> *Id.*

28 <sup>193</sup> *Id.*

<sup>194</sup> *Id.*

1 to youth, such as “Disney” and “school”; included songs in such folders related to Disney  
 2 television shows and movies, such as “Can You Feel the Love Tonight” from the movie “The  
 3 Lion King” and “You’ve Got a Friend in Me” from the movie “Toy Story” and songs covering  
 4 school-related subjects or school-themed television shows and movies.<sup>195</sup>

5 187. The target demographic was also reflected in the sign-up process. In 2016, the  
 6 birthdate for those signing up for the app defaulted to the year 2000 (i.e., 16 years old).<sup>196</sup>

7 188. TikTok also cultivated a younger demographic in unmistakable, covert, ways. In  
 8 2020, *The Intercept* reported on a document TikTok prepared for its moderators instructing the  
 9 moderators that videos of “senior people with too many wrinkles” are disqualified for the “For  
 10 You” feed because that would make “the video . . . much less attractive [and] not worth[] . . .  
 11 recommend[ing.]”<sup>197</sup>

12 189. In December 2016, Zhu confirmed the company had actual knowledge that “a lot  
 13 of the top users are under 13.”<sup>198</sup>

14 190. The FTC alleged that despite the company’s knowledge of these and a  
 15 “significant percentage” of other users who were under 13, the company failed to comply with  
 16 the COPPA.<sup>199</sup>

17 191. TikTok settled those claims in 2019 by agreeing to pay what was then the largest  
 18 ever civil penalty under COPPA and to several forms of injunctive relief.<sup>200</sup>

19 192. In an attempt to come into compliance with the consent decree and COPPA,  
 20 TikTok made available to users under 13 what it describes as a “limited, separate app

21  
 22 <sup>195</sup> Complaint for Civil Penalties, Permanent Injunction, and Other Equitable Relief (“Musical.ly Complaint”) at p.  
 8, ¶¶ 26–27, *United States v. Musical.ly*, 2:19-cv-01439-ODW-RAO (C.D. Cal. Feb. 27, 2019) Dkt. # 1.

23 <sup>196</sup> Melia Robinson, *How to use Musical.ly, the app with 150 million users that teens are obsessed with*, Bus.  
 Insider (Dec. 7, 2016), <https://www.businessinsider.com/how-to-use-musically-app-2016-12>.

24 <sup>197</sup> Sam Biddle et al., *Invisible Censorship: TikTok Told Moderators to Suppress Posts by “Ugly” People and the*  
*Poor to Attract New Users*, *Intercept* (Mar. 15, 2020), [https://theintercept.com/2020/03/16/tiktok-app-moderators-](https://theintercept.com/2020/03/16/tiktok-app-moderators-users-discrimination/)  
 25 [users-discrimination/](https://theintercept.com/2020/03/16/tiktok-app-moderators-users-discrimination/)

26 <sup>198</sup> Jon Russell, *Muscal.ly defends its handling of young users, as it races past 40M MAUs* at 8:58–11:12,  
 TechCrunch (Dec. 6, 2016), <https://techcrunch.com/2016/12/06/musically-techcrunch-disrupt-london/>.

27 <sup>199</sup> *See generally Musical.ly Complaint*, ¶19.

28 <sup>200</sup> Lesley Fair, *Largest FTC COPPA settlement requires Musical.ly to change its tune*, FTC (Feb. 27, 2019),  
[https://www.ftc.gov/business-guidance/blog/2019/02/largest-ftc-coppa-settlement-requires-musically-change-its-](https://www.ftc.gov/business-guidance/blog/2019/02/largest-ftc-coppa-settlement-requires-musically-change-its-tune)  
[tune.](https://www.ftc.gov/business-guidance/blog/2019/02/largest-ftc-coppa-settlement-requires-musically-change-its-tune)

1 experience.”<sup>201</sup> The child version of TikTok restricts users from posting videos through the app.  
 2 Children can still, however, record and watch videos on TikTok.<sup>202</sup> For that reason, experts fear  
 3 the app is “designed to fuel [children’s] interest in the grown-up version.”<sup>203</sup>

4 193. The aforementioned ways TikTok markets to and obtained a young user base  
 5 are manifestations of Zhu’s views about the importance of user engagement to growing TikTok.  
 6 Zhu explained the target demographic to *The New York Times*: “[T]eenage culture doesn’t exist”  
 7 in China because “teens are super busy in school studying for tests, so they don’t have the time  
 8 and luxury to play social media apps.”<sup>204</sup> By contrast, Zhu describes “[t]eenagers in the U.S. [as]  
 9 a golden audience.”<sup>205</sup>

10 194. TikTok’s efforts to attract young users have been successful. That is why 67%  
 11 percent of children ages 13–17 report having used TikTok, and 16% say they use it almost  
 12 constantly.<sup>206</sup>

13 **c. TikTok Intentionally Maximises the Time Users Spend on its Platform**

14 195. TikTok developed and marketed features that exploit the brains of minors such as  
 15 IVRs and reciprocity to maximize the time users spend on TikTok.

16 196. TikTok employs design elements and complex algorithms to simulate variable  
 17 reward patterns in a flow-inducing stream of short-form videos intended to captivate its user's  
 18 attention for as long as possible.

19 196. TikTok drives habitual use of its platform using design elements that operate on  
 20 principles of IVR. For example, TikTok designed its platform to allow users to like and reshare

21  
 22 <sup>201</sup> Dami Lee, *TikTok stops young users from uploading videos after FTC settlement*, Verge (Feb. 27, 2019),  
 23 <https://www.theverge.com/2019/2/27/18243510/tiktok-age-young-user-videos-ftc-settlement-13-childrens-privacy-law>

24 <sup>202</sup> *Id.*

25 <sup>203</sup> Leonard Sax, *Is TikTok Dangerous for Teens?*, Inst. Fam. Stud. (Mar. 29, 2022), <https://ifstudies.org/blog/is-tiktok-dangerous-for-teens->

26 <sup>204</sup> Paul Mozur, *Chinese Tech Firms Forced to Choose Market: Home or Everywhere Else*, N.Y. Times (Aug. 9,  
 2016), <https://www.nytimes.com/2016/08/10/technology/china-homegrown-internet-companies-rest-of-the-world.html>.

27 <sup>205</sup> *Id.*

28 <sup>206</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022)  
<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>

1 videos. Those features serve as rewards for users who create content on the platform. Receiving  
 2 a like or reshare indicates that others approve of that user’s content and satisfies their natural  
 3 desire for acceptance.<sup>207</sup> Studies have shown that “likes” activate the reward region of the  
 4 brain.<sup>208</sup> The release of dopamine in response to likes creates a positive feedback loop.<sup>209</sup> Users  
 5 will repeatedly return to TikTok in hope of another pleasurable experience.<sup>210</sup>

6 197. TikTok also uses reciprocity to manipulate users to use the platform. TikTok  
 7 invokes reciprocity through features like “Duet” which allows users to post a video  
 8 side-by-side with a video from another TikTok user. Duet functions as a way for users to post  
 9 reactions to the videos of TikTok content creators. The response is intended to provoke a  
 10 reciprocal response from the creator of the original video.

11 198. TikTok offers video filters, lenses, and music, which are intended to keep users on its  
 12 platform. TikTok has gamified its platform through “challenges.” These challenges are  
 13 essentially campaigns in which users compete to perform a specific task. By fostering  
 14 competition, TikTok incentivizes users to use its platform more frequently.

15 199. TikTok’s defining feature, the “For You” feed, is a curated, endless stream  
 16 of short-form videos intended to keep users on its platform, longer. In that way, TikTok feeds  
 17 users beyond the point they are satiated. The ability to scroll ad infinitum, coupled with the  
 18 variable reward pattern of TikTok induces a flow-like state for users that distorts their sense of  
 19 time.<sup>211</sup> The “For You” feed is yet another way TikTok increases the time users spend on its  
 20 platform.

#### 21 **d. TikTok’s Algorithms are Manipulative**

22  
 23 <sup>207</sup> See, e.g., Lauren E. Sherman et al., *The Power of the Like in Adolescence: Effects of Peer Influence on Neural*  
 24 *and Behavioral Responses to Social Media*, 27(7) *Psych. Sci.* 1027–35 (July 2016),  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5387999/>.

25 <sup>208</sup> *Id.*

26 <sup>209</sup> Rasan Burhan & Jalal Moradzadeh, *Neurotransmitter Dopamine (DA) and its Role in the Development of Social*  
*Media Addiction*, 11(7) *J. Neurology & Neurophysiology* 507 (2020), [https://www.iomcworld.org/open-](https://www.iomcworld.org/open-access/neurotransmitter-dopamine-da-and-its-role-in-the-development-of-social-media-addiction.pdf)  
[access/neurotransmitter-dopamine-da-and-its-role-in-the-development-of-social-media-addiction.pdf](https://www.iomcworld.org/open-access/neurotransmitter-dopamine-da-and-its-role-in-the-development-of-social-media-addiction.pdf).

27 <sup>210</sup> *Id.*

28 <sup>211</sup> Christian Montag et al., *Addictive Features of Social Media/Messenger Platforms and Freemium Games against*  
*the Background of Psychological and Economic Theories*, 16(14) *Int’l J. Env’t Rsch. & Pub. Health* 2612 (July 23,  
 2019), <https://doi.org/10.3390/ijerph16142612>.

1 200. The first thing a user sees when they open TikTok is the “For You” feed, even if  
2 they have never posted anything, followed anyone, or liked a video.<sup>212</sup>

3 202. The “For You” page presents users with a “stream of videos” TikTok claims are  
4 “curated to [each user’s] interests.”<sup>213</sup>

5 203. According to TikTok, it populates each user’s “For You” feed by “ranking videos  
6 based on a combination of factors,” that include, among others, any interests expressed when a  
7 user registers a new account, videos a user likes, accounts they follow, hashtags, captions,  
8 sounds in a video they watch, and certain device settings, such as their language preferences and  
9 where they are located.<sup>214</sup>

10 204. Importantly, some factors weigh heavier than others. To illustrate, TikTok explains  
11 that an indicator of interest, such as “whether a user finishes watching a longer video from  
12 beginning to end, would receive greater weight than a weak indicator, such as whether the  
13 video’s viewer and creator are both in the same country.”<sup>215</sup>

14 205. TikTok claims it ranks videos in this way because the length of time a user spends  
15 watching a video is a “strong indicator of interest[.]”<sup>216</sup>

16 206. Zhu offered a different explanation. Zhu repeatedly told interviewers that he  
17 was “focused primarily on increasing the engagement of existing users.”<sup>217</sup> “Even if you have  
18 tens of millions of users,” Zhu explained, “you have to keep them *always* engaged.”<sup>218</sup>

19 207. The decisions TikTok made in programming/creating its algorithms are intended to  
20 do just that, as TikTok candidly explained in an internal document titled, “TikTok Algo 101.”

21  
22 <sup>212</sup> Brian Feldman, *TikTok is Not the Internet’s Eden*, N.Y. Mag. (Mar. 16, 2020),  
<https://nymag.com/intelligencer/2020/03/tiktok-didnt-want-you-to-see-ugly-or-poor-people-on-its-app.html>.

23 <sup>213</sup> *How TikTok recommends videos #ForYou*, TikTok (June 18, 2020), <https://newsroom.tiktok.com/en-us/how-tiktok-recommends-videos-for-you>.

24 <sup>214</sup> *Id.*

25 <sup>215</sup> *Id.*

26 <sup>216</sup> *Id.*

27 <sup>217</sup> Joseph Steinberg, *Meet Musical.ly, the Video Social Network Quickly Capturing the Tween and Teen Markets*,  
Inc. (June 2, 2016), <https://www.inc.com/joseph-steinberg/meet-musically-the-video-social-network-quickly-capturing-the-tween-and-teen-m.html>.

28 <sup>218</sup> Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you’ve probably never heard of*, Bus. Insider (May 28, 2016), <https://www.businessinsider.com/what-is-musically-2016-5> (emphasis added).

1 The document, which TikTok has confirmed is authentic, “explains frankly that in the pursuit of  
2 the company’s ‘ultimate goal’ of adding daily active users, it has chosen to optimize for two  
3 closely related metrics in the stream of videos it serves: ‘retention’ — that is, whether a user  
4 comes back and ‘time spent.’”<sup>219</sup>

5 208. “This system means that watch time is key.”<sup>220</sup> Guillaume Chaslot, founder of  
6 Algo Transparency, who reviewed the document at the request of the New York Times,  
7 explained that “rather than giving [people] what they really want,” TikTok’s “algorithm tries to  
8 get people addicted[.]”<sup>221</sup>

9 209. The algorithm, along with the design elements, condition users through reward-based  
10 learning processes to facilitate the formation of habit loops that encourage excessive use.

11 210. The end result is that TikTok uses “a machine-learning system that analyzes each  
12 video and tracks user behavior so that it can serve up a continually refined, never-ending stream  
13 of TikToks optimized to hold [user’s] attention.”<sup>222</sup>

14 **e. TikTok’s Conduct in Designing and Operating its Platform Has Harmed The  
15 Mental Health of Minors**

16 211. TikTok’s decision to design, market and program its algorithm to prioritize user  
17 engagement causes harmful and exploitive content to be amplified to the youth market it has  
18 cultivated.

19 212. According to The Integrity Institute, a nonprofit of engineers, product managers,  
20 data scientists, and others, prioritizing user engagement amplifies misinformation on TikTok  
21 (and other platforms).<sup>223</sup> That pattern, the Integrity Institute notes, is “true for a broad range of  
22 harms,” such as hate speech and self-harm content, in addition to misinformation.<sup>224</sup>

23 <sup>219</sup> Ben Smith, *How TikTok Reads Your Mind*, N.Y. Times (Dec. 5, 2021),  
<https://www.nytimes.com/2021/12/05/business/media/tiktok-algorithm.html>.

24 <sup>220</sup> *Id.*

25 <sup>221</sup> *Id.*

26 <sup>222</sup> Jia Tolentino, *How TikTok Holds Our Attention*, New Yorker (Sept. 30, 2019),  
<https://www.newyorker.com/magazine/2019/09/30/how-tiktok-holds-our-attention>.

27 <sup>223</sup> Misinformation Amplification Analysis and Tracking Dashboard, Integrity Inst. (Oct. 13, 2022),  
<https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard>;  
see also Steven Lee Myers, *How Social Media Amplifies Misinformation More Than Information*, N.Y. Times  
(Oct. 13, 2022), <https://www.nytimes.com/2022/10/13/technology/misinformation-integrity-institute-report.html>.

28 <sup>224</sup> Misinformation Amplification Analysis and Tracking Dashboard, Integrity Inst. (Oct. 13, 2022),

1           213. The Integrity Institute’s analysis builds on a premise Mark Zuckerberg  
2 (hereinafter “Zuckerberg”), the CEO of Facebook, described as the “Natural Engagement  
3 Pattern.”<sup>225</sup>

4           214. According to Zuckerberg “no matter where we draw the lines for what is allowed,  
5 as a piece of content gets close to that line, people will engage with it more on average[.]”<sup>226</sup>

6           215. This has important implications for platform design, as the Integrity Institute  
7 explains:

8           when platforms use machine learning models to predict user engagement on  
9 content, we should expect the predicted engagement to follow the actual  
10 engagement. When those predictions are used to rank and recommend  
11 content, specifically when a higher predicted engagement score means the  
12 content is more likely to be recommended or placed at the top of feeds, then  
13 we expect that misinformation will be preferentially distributed and  
14 amplified on the platform.<sup>227</sup>

15           216. Put differently, if you use past engagement to predict future engagement, as  
16 TikTok does, you are most likely to populate users “For You” feed with harmful content.

17           217. The Integrity Institute tested its theory by analyzing a category of harmful  
18 content: misinformation. Specifically, the Integrity Institute compared the amount of engagement  
19 (e.g., number of views) a post containing misinformation received as compared to prior posts  
20 from the same content creator.<sup>228</sup>

21           218. For example, a TikTok user’s historical posts received on average 75,000 views.  
22 When that same user posted a false statement (as determined by the International Fact Checking  
23 Network), the post received 775,000 views. In this case, TikTok amplified the misinformation 10  
24 times more than this user’s typical content.<sup>229</sup>

25           219. After analyzing many other posts from other users, the Integrity Institute found

26           \_\_\_\_\_

27 <https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard>.

28           <sup>225</sup> Mark Zuckerberg, A Blueprint for Content Governance and Enforcement, Facebook (May 5, 2021),  
<https://www.facebook.com/notes/751449002072082/>.

<sup>226</sup> *Id.*

<sup>227</sup> *Misinformation Amplification Analysis and Tracking Dashboard*, Integrity Inst. (Oct. 13, 2022),  
<https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard>.

<sup>228</sup> *Id.*

<sup>229</sup> *Id.*

1 that TikTok on average amplified misinformation 29 times more than other content.<sup>230</sup>

2 220. A separate investigation by NewsGuard found TikTok’s search algorithm  
3 similarly amplified misinformation. TikTok’s search engine, like its “For You” feed, is a favorite  
4 among youth, with 40 percent preferring it (and Instagram) over Google.<sup>231</sup> Unfortunately,  
5 NewsGuard found that 1 in 5 of the top 20 TikTok search results on prominent news topics, such  
6 as school shootings and COVID vaccines, contain misinformation.<sup>232</sup>

7 221. Misinformation is just one type of harmful content TikTok amplifies to its young  
8 users. Investigations by *The Wall Street Journal* found TikTok inundated young users with  
9 videos about depression, self-harm, drugs, and extreme diets, among other harmful content.

10 222. In one investigation, *The Wall Street Journal* found TikTok’s algorithm quickly  
11 pushed users down rabbit holes where they were more likely to encounter harmful content. *The*  
12 *Wall Street Journal* investigated how TikTok’s algorithm chose what content to promote to users  
13 by having 100 bots scroll through the “For You” feed.<sup>233</sup> Each bot was programmed with  
14 interests, such as extreme sports, forestry, dance, astrology, and animals.<sup>234</sup> Those interests were  
15 not disclosed in the process of registering their accounts.<sup>235</sup> Rather, the bots revealed their  
16 interests through their behaviors, specifically the time they spent watching the videos TikTok  
17 recommended to them. Consistent with TikTok’s internal “Algo 101” document, *The Wall Street*  
18 *Journal* found that time spent watching videos to be “the most impactful data on [what] TikTok  
19 serves you.”<sup>236</sup>

20 223. Over the course of 36 minutes, one bot watched 224 videos, lingering over videos  
21 with hashtags for “depression” or “sad.”<sup>237</sup> From then on, 93 percent of the videos TikTok

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22 <sup>230</sup> *Id.*

23 <sup>231</sup> Wanda Pogue, *Move Over Google. TikTok is the Go-To Search Engine for Gen Z*, Adweek (Aug. 4, 2022),  
24 <https://www.adweek.com/social-marketing/move-over-google-tiktok-is-the-go-to-search-engine-for-gen-z/>.

25 <sup>232</sup> Jack Brewster et al., *Misinformation Monitor*, NewsGuard (Sept. 2022),  
<https://www.newsguardtech.com/misinformation-monitor/september-2022/>.

26 <sup>233</sup> *Inside TikTok’s Algorithm: A WSJ Video Investigation*, Wall St. J. (July 21, 2021),  
<https://www.wsj.com/articles/tiktok-algorithm-video-investigation-11626877477>.

27 <sup>234</sup> *Id.*

28 <sup>235</sup> *Id.*

<sup>236</sup> *Id.*

<sup>237</sup> *Id.*

1 showed this account were about depression or sadness.<sup>238</sup>

2 224. That is the rule, not an exception. Guillaume Chaslot, a former engineer for Google  
3 who worked on the algorithm for YouTube and the founder of Algo Transparency, explained that  
4 90–95 percent of the content users see on TikTok is based on its algorithm.<sup>239</sup>

5 225. “Even bots with general mainstream interests got pushed to the margin as  
6 recommendations got more personalized and narrow.”<sup>240</sup> Deep in these rabbit holes, *The Wall*  
7 *Street Journal* found “users are more likely to encounter potential harmful content.”<sup>241</sup> For  
8 example, one video *The Wall Street Journal* found encouraged suicide, urging the user to “Just  
9 go. Leave. Stop trying. Stop pretending. You know it and so do they. Do Everyone a favor and  
10 leave.”<sup>242</sup>

11 226. Chaslot explained why TikTok feeds users this content:

12 [T]he algorithm is able to find the piece of content that you’re vulnerable to. That will  
13 make you click, that will make you watch, but it doesn’t mean you really like it. And that  
14 it’s the content that you enjoy the most. It’s just the content that’s most likely to make you  
15 stay on the platform.<sup>243</sup>

16 228. An additional investigation by *The Wall Street Journal* using bots found “that  
17 through its powerful algorithms, TikTok can quickly drive minors—among the biggest users of  
18 the app—into endless spools of content about sex and drugs.”<sup>244</sup>

19 229. The bots in this investigation were registered as users aged 13 to 15 and, as  
20 before, programmed to demonstrate interest by how long they watched the videos TikTok’s  
21 algorithms served them.<sup>245</sup> Videos that did not match their interests, the bots scrolled through  
22

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23 <sup>238</sup> *Id.*

24 <sup>239</sup> *Id.*

25 <sup>240</sup> *Id.*

26 <sup>241</sup> *Id.*

27 <sup>242</sup> *Id.*

28 <sup>243</sup> *Id.*

<sup>244</sup> Rob Barry et al., *How TikTok Serves up Sex and Drug Videos to Minors*, Wall St. J. (Sept. 8, 2021),  
[https://www.wsj.com/articles/tiktok-algorithm-sex-drugs-minors-11631052944?st=e92pu5734lvc7ta&reflink=desktopwebshare\\_permalink](https://www.wsj.com/articles/tiktok-algorithm-sex-drugs-minors-11631052944?st=e92pu5734lvc7ta&reflink=desktopwebshare_permalink).

<sup>245</sup> *Id.*

1 without pausing.<sup>246</sup> The bots lingered on videos that matched any of their programmed  
2 interests.<sup>247</sup>

3 230. Every second the bot hesitated or re-watched a video again proved key to what  
4 TikTok recommended to the accounts, which the Wall Street Journal found was used to “drive  
5 users of any age deep into rabbit holes of content[.]”<sup>248</sup>

6 231. For example, one bot was programmed to pause on videos referencing drugs, among  
7 other topics. The first day on the platform, the “account lingered on a video of a young woman  
8 walking through the woods with a caption” referencing “stoner girls.”<sup>249</sup> The following day the  
9 bot viewed a video of a “marijuana-themed cake.”<sup>250</sup> The “majority of the next thousand videos”  
10 TikTok directed at the teenage account “tout[ed] drugs and drug use, including marijuana,  
11 psychedelics and prescription medication.”<sup>251</sup>

12 232. TikTok similarly zeroed in on and narrowed the videos it showed accounts whether  
13 the bot was programmed to express interest in drugs, sexual imagery, or a multitude of interests.  
14 In the first couple of days, TikTok showed the bots a “high proportion of popular videos.”<sup>252</sup>  
15 “But after three days, TikTok began serving a high number of obscure videos.”<sup>253</sup>

16 233. For example, a bot registered as a 13-year-old was shown a series of popular  
17 videos upon signing up.<sup>254</sup> The bot, which was programmed to demonstrate interest in sexual text  
18 and imagery, also watched sexualized videos. Later, “[i]t experienced one of the most extreme  
19 rabbit holes among *The Wall Street Journal’s* accounts. Many videos described how to tie knots  
20 for sex, recover from violent sex acts and discussed fantasies about rape.”<sup>255</sup> At one point,  
21 “more than 90 percent of [one] account’s video feed was about bondage and sex.”<sup>256</sup>

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22  
23 <sup>246</sup> *Id.*

24 <sup>247</sup> *Id.*

25 <sup>248</sup> *Id.*

26 <sup>249</sup> *Id.*

27 <sup>250</sup> *Id.*

28 <sup>251</sup> *Id.*

<sup>252</sup> *Id.*

<sup>253</sup> *Id.*

<sup>254</sup> *Id.*

<sup>255</sup> *Id.*

<sup>256</sup> *Id.*

1           234. At least 2,800 of the sexualized videos that were shown to *The Wall Street Journal's*  
2 bots were labeled as being for adults only.<sup>257</sup> Yet, TikTok directed these videos to the minor  
3 accounts because, as TikTok told the Wall Street Journal, it does not “differentiate  
4 between videos it serves to adults and minors.”<sup>258</sup>

5           235. TikTok also directed a concentrated stream of videos at accounts programmed to  
6 express interest in a variety of topics. One such account was programmed to linger over hundreds  
7 of Japanese film and television cartoons. “In one streak of 150 videos, all but four” of the videos  
8 TikTok directed at the account, “featured Japanese animation—many with sexual themes.”<sup>259</sup>

9           236. The relentless stream of content intended to keep users engaged “can be especially  
10 problematic for young people,” because they may lack the capability to stop watching, says  
11 David Anderson, a clinical psychologist at the nonprofit mental health care provider, The Child  
12 Mind Institute.<sup>260</sup>

13           237. In a similar investigation, *The Wall Street Journal* found TikTok “flood[ed] teen  
14 users with videos of rapid-weight-loss competitions and ways to purge food that health  
15 professionals say contribute to a wave of eating-disorder cases spreading across the country.”<sup>261</sup>

16           238. In this investigation, *The Wall Street Journal* analyzed the tens of thousands of  
17 videos TikTok recommended to a dozen bots registered as 13-year-olds. As before, the bots were  
18 given interests. Bots scrolled quickly through videos that did not match their interests and  
19 lingered on videos that did.<sup>262</sup> The accounts registered as 13-year-olds were programmed at  
20 different times to display interests in weight loss, gambling, and alcohol.<sup>263</sup>

21           239. “TikTok’s algorithm quickly gave users the content they’ll watch, for as long  
22

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23 <sup>257</sup> *Id.*

24 <sup>258</sup> *Id.*

25 <sup>259</sup> *Id.*

26 <sup>260</sup> *Id.*

27 <sup>261</sup> Tawnell D. Hobbs et al., *The Corpse Bride Diet: How TikTok Inundates Teens with Eating-Disorder Videos*,  
Wall St. J. (Dec. 17, 2021), <https://www.wsj.com/articles/how-tiktok-inundates-teens-with-eating-disorder-videos-11639754848> (some of the accounts performed searches or sent other, undisclosed signals indicating their preferences).

28 <sup>262</sup> *Id.*

<sup>263</sup> *Id.*

1 as they'll watch it."<sup>264</sup> For example, TikTok streamed gambling videos to a bot registered to a  
 2 13-year-old after it first searched for and favorited several such videos.<sup>265</sup> When the bot began  
 3 demonstrating interest in weight loss videos, the algorithm adapted quickly.<sup>266</sup>

4 240. After the change in programming, weight-loss videos accounted for well over 40  
 5 percent of the content TikTok's algorithm recommended to the user.<sup>267</sup>

6 241. The other accounts were also flooded with weight-loss videos. Over the course of  
 7 about 45 days, TikTok inundated the accounts with more than 32,000 such videos, "many  
 8 promoting fasting, offering tips for quickly burning belly fat and pushing weight-loss detox  
 9 programs and participation in extreme weight-loss competitions."<sup>268</sup> Some encouraged purging,  
 10 eating less than 300 calories a day, consuming nothing but water some days, and other hazardous  
 11 diets.<sup>269</sup>

12 242. According to Alyssa Moukheiber, a treatment center dietitian, TikTok's powerful  
 13 algorithm and the harmful streams of content it directs at young users can tip them into unhealthy  
 14 behaviors or trigger a relapse.<sup>270</sup>

15 243. Sadly, the TikTok algorithm had its intended effect for the several teenage girls  
 16 interviewed by *The Wall Street Journal* (and upon information and belief, many others), who  
 17 reported developing eating disorders or relapsing after being influenced by the extreme diet  
 18 videos TikTok promoted to them.<sup>271</sup>

19 244. Katie Bell, a co-founder of the Healthy Teen Project, "said the majority of her 17  
 20 teenage residential patients told her TikTok played a role in their eating disorders."<sup>272</sup>

21 245. Others, like Stephanie Zerwas, an associate professor of psychiatry at the  
 22 University of North Carolina at Chapel Hill, could not recount how many of her young patients  
 23

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24 <sup>264</sup> *Id.*

25 <sup>265</sup> *Id.*

26 <sup>266</sup> *Id.*

27 <sup>267</sup> *Id.*

28 <sup>268</sup> *Id.*

<sup>269</sup> *Id.*

<sup>270</sup> *Id.*

<sup>271</sup> *Id.*

<sup>272</sup> *Id.*

1 told her that “I’ve started falling down this rabbit hole, or I got really into this or that influencer  
2 on TikTok, and then it started to feel like eating-disorder behavior was normal, that everybody  
3 was doing that.”<sup>273</sup>

4 246. This trend extends nationwide. The National Association of Anorexia Nervosa  
5 and Associated Disorders has fielded 50 percent more calls to its hotline since the pandemic  
6 began, most of whom it says are from young people or parents on their behalf.<sup>274</sup>

7 247. Despite the ample evidence that TikTok’s design and operation of its platform  
8 harms the tens of millions of minors who use it, TikTok continues to manipulate them into  
9 returning to the platform again and again so that it may serve them ads in between the exploitive  
10 content it amplifies.

11 **4. YouTube Intentionally Marketed to and Designed Its Social Media**  
12 **Platform for Minor Users, Substantially Contributing to the Mental Health**  
13 **Crisis**

14 **a. The YouTube Platform**

15 248. YouTube is a platform where users can post, share, view, and comment on videos  
16 related to a vast range of topics. The platform became available publicly in December 2005, and  
17 was acquired by Google in 2006.

18 249. YouTube reports that today it has over 2 billion monthly logged-in users.<sup>275</sup> Even  
19 more people use YouTube each month because consumers do not have to register an account to  
20 view a video on YouTube. As a result, anyone can view most content on YouTube—regardless  
21 of age.

22 250. Users, whether logged in or not, watch billions of hours of videos every day.<sup>276</sup>

23 251. Users with accounts can post their own videos, comment on others, and since  
24 2010 express their approval of videos through “likes.”<sup>277</sup>

25 252. Beginning in 2008 and through today, YouTube has recommended videos to

26 <sup>273</sup> *Id.*

27 <sup>274</sup> *Id.*

28 <sup>275</sup> *YouTube for Press*, YouTube, <https://blog.youtube/press/> (last visited Dec. 8, 2022).

<sup>276</sup> *Id.*

<sup>277</sup> Josh Lowensohn, *YouTube’s big redesign goes live to everyone*, CNET (Mar. 31, 2010),  
<https://www.cnet.com/culture/youtubes-big-redesign-goes-live-to-everyone/>.

1 users.<sup>278</sup> Early on, the videos YouTube recommended to users were the most popular videos  
 2 across the platform.<sup>279</sup> YouTube admits “[n]ot a lot of people watched those videos[,]” at least  
 3 not based on its recommendation.<sup>280</sup>

4 253. Since then, YouTube has designed and refined its recommendation system using  
 5 machine learning algorithms that today take into account a user’s “likes,” time spent watching a  
 6 video, and other behaviors to tailor its recommendations to each user.<sup>281</sup>

7 254. YouTube automatically plays those recommendations for a user after they finish  
 8 watching a video. This feature, known as “autoplay,” was implemented in 2015. YouTube turns  
 9 the feature on by default, which means videos automatically and continuously play for users  
 10 unless they turn it off.<sup>282</sup>

11 255. YouTube purports to disable by default its autoplay feature for users aged 13–  
 12 17.<sup>283</sup> But, as mentioned above, YouTube does not require users to log in or even have an  
 13 account to watch videos. For them or anyone who does not self-report an age between 13 and 17,  
 14 YouTube defaults to automatically playing the videos its algorithm recommends to the user.

#### 15 **b. YouTube Markets Its Platform to Minors**

16 256. The primary way YouTube profits is through advertising. YouTube made \$19  
 17 billion in ad revenue in 2021 alone.<sup>284</sup>

18 257. “In 2012, YouTube concluded that the more people watched, the more ads it  
 19 could run[.]”<sup>285</sup> “So YouTube . . . set a company-wide objective to reach one billion hours of  
 20

21 <sup>278</sup> Cristos Goodrow, *On YouTube’s recommendation system*, YouTube (Sept. 15, 2021),  
 22 <https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

23 <sup>279</sup> *Id.*

24 <sup>280</sup> *Id.*

25 <sup>281</sup> *Id.*

26 <sup>282</sup> *Autoplay videos*, YouTube Help,

27 <https://support.google.com/youtube/answer/6327615?hl=en#:~:text=For%20users%20aged%2013%2D17,turned%20off%20Autoplay%20for%20you> (last visited Dec. 8, 2022).

28 <sup>283</sup> *Id.*

<sup>284</sup> Alphabet Inc., Annual Report, Form 10-k at 60 (2021),

<https://www.sec.gov/ix?doc=/Archives/edgar/data/1652044/000165204422000019/goog-20211231.htm>.

<sup>285</sup> Mark Bergen, *YouTube Executive Ignores Warnings, Letting Toxic Videos Run Rampant*, Bloomberg (Apr. 2, 2019), <https://www.bloomberg.com/news/features/2019-04-02/youtube-executives-ignored-warnings-letting-toxic-videos-run-rampant?leadSource=verify%20wall>.

1 viewing a day[.]”<sup>286</sup>

2 258. “[T]he best way to keep eyes on the site,” YouTube realized, was “recommending  
3 videos, alongside a clip or after one was finished.”<sup>287</sup> That is what led to the development of its  
4 recommendation algorithm and autoplay feature.

5 259. YouTube has long known minors use its platforms in greater proportion than older  
6 demographics.

7 260. Still, YouTube has not implemented even rudimentary protocols to verify the age  
8 of users. Anyone can watch a video on YouTube without registering an account or reporting their  
9 age.

10 261. Instead, YouTube leveraged its popularity among youth to increase its revenue  
11 from advertisements by marketing its platform to popular brands of children’s products. For  
12 example, Google pitched Mattel, the maker of Barbie and other popular kids’ toys, by telling its  
13 executives that “YouTube is today’s leader in reaching children age 6–11 against top TV  
14 channels.”<sup>288</sup> When presenting to Hasbro, the maker of Play-Doh, My Little Pony, and other  
15 kids’ toys, Google boasted that “YouTube was unanimously voted as the favorite website for  
16 kids 2-12,” and that “93% of tweens visit YouTube to watch videos.”<sup>289</sup> In a different  
17 presentation to Hasbro, YouTube was referenced as “[t]he new ‘Saturday Morning Cartoons,’”  
18 and claimed that YouTube was the “#1 website regularly visited by kids” and “the #1 source  
19 where children discover new toys + games.”<sup>290</sup>

20 262. In addition to turning a blind eye towards underage users of its platform,  
21 YouTube developed and marketed a version of YouTube specifically for children under the age  
22 of 13.

23  
24  
25 \_\_\_\_\_  
<sup>286</sup> *Id.*

26 <sup>287</sup> *Id.*

27 <sup>288</sup> Complaint for Permanent Injunction, Civil Penalties, and Other Equitable Relief, Exhibit A, *FTC v. Google LLC et al.*, No. 1-19-cv-02642-BAH (D.D.C. Sept. 4, 2019), Dkt. # 1-1.

28 <sup>289</sup> *Id.*

<sup>290</sup> *Id.*

1 263. YouTube’s efforts to attract young users have been successful. A vast majority, 95  
2 percent, of children ages 13–17 have used YouTube.<sup>291</sup>

3 **c. YouTube Intentionally Maximizes the Time Users Spend on its Platform**

4 264. Google designed YouTube to maximize user engagement, predominantly through  
5 the amount of time users spend watching videos on the platform. To that end, Google employs  
6 design elements and complex algorithms to create a never-ending stream of videos intended to  
7 grip user’s attention.

8 265. Like the other Defendants’ social media platforms, Google developed features  
9 that exploit psychological phenomenon such as IVR to maximize the time users spend on  
10 YouTube.

11 266. YouTube uses design elements that operate on principles of IVR to drive both  
12 YouTube content creators and YouTube viewers into habitual, excessive use. Google designed  
13 YouTube to allow users to like, comment, and share videos and to subscribe to content creator’s  
14 channels. These features serve as rewards for users who create and upload videos to YouTube.  
15 As described above, receiving a like indicates others’ approval and activates the reward region of  
16 the brain.<sup>292</sup> The use of likes, therefore, encourages users to use YouTube over and over, seeking  
17 future pleasurable experiences.

18 267. YouTube also uses IVR to encourage users to view others content. One of the  
19 ways Google employs IVR into YouTube’s design is through subscriber push notifications and  
20 emails, which are designed to prompt users to watch YouTube content and encourages excessive  
21 use of the platform. When a user “subscribes” to another user’s channel, they receive  
22 notifications every time that user uploads new content, prompting them to open YouTube and  
23 watch the video.<sup>293</sup>

24 \_\_\_\_\_  
25 <sup>291</sup> *Id.*

26 <sup>292</sup> See, e.g., Lauren E. Sherman et al., The Power of the Like in Adolescence: Effects of Peer Influence on Neural  
and Behavioral Responses to Social Media, 27(7) Psych. Sci. 1027–35 (July 2016),  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5387999/>.

27 <sup>293</sup> Manage YouTube Notifications, YouTube,  
28 <https://support.google.com/youtube/answer/3382248?hl=en&co=GENIE.Platform%3DDesktop> (last visited Dec.  
8, 2022).

1 268. One of YouTube’s defining features is its panel of recommended videos.  
2 YouTube recommends videos to users on both the YouTube home page and on every individual  
3 video page in an “Up Next” panel.<sup>294</sup> This list automatically populates next to the video a user is  
4 currently watching. This recommended video list is a never-ending feed of videos intended to  
5 keep users on the app watching videos without having to affirmatively click or search for other  
6 videos. This constant video stream, comprised of videos recommended by YouTube’s  
7 algorithms, is the primary way Google increases the time users spend on YouTube.

8 **d. YouTube’s Algorithms are Harmful and Manipulative**

9 269. Google uses algorithms throughout YouTube to recommend videos to users.  
10 These algorithms select videos that populate the YouTube homepage, rank results in user  
11 searches, and suggest videos for viewers to watch next. These algorithms are manipulative by  
12 design and increase the amount of time users spend on YouTube.

13 270. Google began building the YouTube recommendation system in 2008.<sup>295</sup> When  
14 Google initially developed its recommendation algorithms, the end goal was to maximize the  
15 amount of time users spend watching YouTube videos. A YouTube spokesperson admitted as  
16 much, saying YouTube’s recommendation system was initially set up to “optimize” the amount  
17 of time users watch videos.<sup>296</sup>

18 271. Former YouTube engineer Guillaume Chaslot has also stated that when he worked  
19 for YouTube designing its recommendation algorithm, the priority was to keep viewers on the  
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21  
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25 <sup>294</sup> Recommended Videos, YouTube, <https://www.youtube.com/howyoutubeworks/product-features/recommendations/> (last visited Dec. 8, 2022).

26 <sup>295</sup> Cristos Goodrow, On YouTube’s recommendation system, YouTube (Sept. 15, 2021),  
<https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

27 <sup>296</sup> Ben Popken, *As algorithms take over, YouTube’s recommendations highlight a human problem*, NBC (Apr. 19,  
28 2018), <https://www.nbcnews.com/tech/social-media/algorithms-take-over-youtube-s-recommendations-highlight-human-problem-n867596>.

1 site for as long as possible to maximize “watch time.”<sup>297</sup> Chaslot further stated that “[i]ncreasing  
2 users’ watch time is good for YouTube’s business model” because the more people watch  
3 videos, the more ads they see and YouTube’s advertising revenue increases.<sup>298</sup>

4 272. Early on, one of the primary metrics behind YouTube’s recommendation  
5 algorithm was clicks. As YouTube describes, “[c]licking on a video provides a strong indication  
6 that you will also find it satisfying.”<sup>299</sup> But as YouTube learned, clicking on a video does not  
7 mean a user actually watched it. Thus, in 2012, YouTube also started tracking watch time—the  
8 amount of time a user spends watching a video.<sup>300</sup> YouTube made this switch to keep people  
9 watching for as long as possible.<sup>301</sup> In YouTube’s own words, this switch was successful. “These  
10 changes have so far proved very positive -- primarily less clicking, more watching. We saw the  
11 amount of time viewers spend watching videos across the site increase immediately[.]”<sup>302</sup> And in  
12 2016, YouTube started measuring “valued watchtime” via user surveys to ensure that viewers are  
13 satisfied with their time spent watching videos on YouTube.<sup>303</sup> All of these changes to  
14 YouTube’s algorithms were made to ensure that users spend more time watching videos and ads.

15 273. YouTube’s current recommendation algorithm is based on deep-learning neural  
16 networks that retune its recommendations based on the data fed into it.<sup>304</sup> While this algorithm is  
17 incredibly complex, its process can be broken down into two general steps. First, the algorithm  
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19 <sup>297</sup> William Turton, *How YouTube’s algorithm prioritizes conspiracy theories*, Vice (Mar. 5, 2018),  
20 <https://www.vice.com/en/article/d3w9ja/how-youtubes-algorithm-prioritizes-conspiracy-theories>.

21 <sup>298</sup> Jesselyn Cook & Sebastian Murdock, *YouTube is a Pedophile’s Paradise*, Huffington Post (Mar. 20, 2020),  
22 [https://www.huffpost.com/entry/youtube-pedophile-paradise\\_n\\_5e5d79d1c5b6732f50e6b4db](https://www.huffpost.com/entry/youtube-pedophile-paradise_n_5e5d79d1c5b6732f50e6b4db).

23 <sup>299</sup> Cristos Goodrow, *On YouTube’s Recommendation System*, YouTube (Sept. 15, 2021),  
24 <https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

25 <sup>300</sup> *Id.*

26 <sup>301</sup> Dave Davies, *How YouTube became one of the planet’s most influential media businesses*, NPR (Sept. 8, 2022),  
27 <https://www.npr.org/2022/09/08/1121703368/how-youtube-became-one-of-the-planets-most-influential-media-businesses>.

28 <sup>302</sup> Eric Meyerson, *YouTube Now: Why We Focus on Watch Time*, YouTube (Aug. 10, 2012),  
<https://blog.youtube/news-and-events/youtube-now-why-we-focus-on-watch-time/>.

<sup>303</sup> Cristos Goodrow, *On YouTube’s recommendation system*, YouTube (Sept. 15, 2021),  
<https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

<sup>304</sup> Alexis C. Madrigal, *How YouTube’s Algorithm Really Works*, Atl. (Nov. 8, 2018),  
<https://www.theatlantic.com/technology/archive/2018/11/how-youtubes-algorithm-really-works/575212/>; Paul  
Covington et al., *Deep Neural Networks for YouTube Recommendations*, Google (2016),  
<https://storage.googleapis.com/pub-tools-public-publication-data/pdf/45530.pdf>.

1 compiles a shortlist of several hundred videos by finding videos that match the topic and other  
 2 features of the video a user is currently watching.<sup>305</sup> Then the algorithm ranks the list according  
 3 to the user’s preferences, which the algorithm learns by tracking a user’s clicks, likes, and other  
 4 interactions.<sup>306</sup> In short, the algorithms track and measure a user’s previous viewing habits and  
 5 then finds and recommends other videos the algorithm thinks will hold the consumer’s attention.

6 274. YouTube’s recommendation system “is constantly evolving, learning every day  
 7 from over 80 billion pieces of information.”<sup>307</sup> Some of the information the recommendation  
 8 algorithm relies on to deliver recommended videos to users includes users’ watch and search  
 9 history, channel subscriptions, clicks, watch time, survey responses, shares, likes, dislikes, users’  
 10 location (country) and the time of day.<sup>308</sup>

11 275. The recommendation algorithm can determine what “signals” or factors are more  
 12 important to individual users.<sup>309</sup> For example, if a user shares every video they watch, including  
 13 videos the user gives a low rating, the algorithm learns not to heavily factor the user’s shares  
 14 when recommending content.<sup>310</sup> Thus, the recommendation algorithm “develops dynamically” to  
 15 individual user’s viewing habits and makes highly specific recommendations to keep individual  
 16 users watching videos.<sup>311</sup>

17 276. In addition to the algorithm’s self-learning, Google engineers consistently update  
 18 YouTube’s recommendation and ranking algorithms, making several updates every month,  
 19 according to YouTube Chief Product Officer Neal Mohan.<sup>312</sup> The end goal is to increase the

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20 <sup>305</sup> Karen Hao, *YouTube is experimenting with ways to make its algorithm even more addictive*, MIT Tech. Rev.  
 21 (Sept. 27, 2019), <https://www.technologyreview.com/2019/09/27/132829/youtube-algorithm-gets-more-addictive/>;  
 22 Paul Covington et al., *Deep Neural Networks for YouTube Recommendations*, Google (2016),  
 23 <https://storage.googleapis.com/pub-tools-public-publication-data/pdf/45530.pdf>.

24 <sup>306</sup> *Id.*

25 <sup>307</sup> Cristos Goodrow, *On YouTube’s Recommendation System*, YouTube (Sept. 15, 2021),  
 26 <https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

27 <sup>308</sup> *Recommended Videos*, YouTube, <https://www.youtube.com/howyoutubeworks/product-features/recommendations/#signals-used-to-recommend-content> (last visited Dec. 8, 2022).

28 <sup>309</sup> *Id.*

<sup>310</sup> *Id.*

<sup>311</sup> *Id.*

<sup>312</sup> Nilay Patel, *YouTube Chief Product Officer Neal Mohan on The Algorithm, Monetization, and the Future for Creators*, Verge (Aug. 3, 2021), <https://www.theverge.com/22606296/youtube-shorts-fund-neal-mohan-decoder-interview>.

1 amount of time users spend watching content on YouTube.

2 277. Because Google has designed and refined its algorithms to be manipulative, these  
3 algorithms are incredibly successful at getting users to view content based on the algorithm's  
4 recommendation. Mohan stated in 2018 that YouTube's AI-driven recommendations are  
5 responsible for 70 percent of the time users spend on YouTube.<sup>313</sup> In other words, 70 percent of  
6 all YouTube content that users watch was recommended to users by YouTube's algorithms as  
7 opposed to users purposely searching for and identifying the content they watch.

8 278. Mohan also stated that recommendations keep mobile device users watching  
9 YouTube for more than 60 minutes at a time on average.<sup>314</sup>

10 279. Given that people watch more than one billion hours of YouTube videos daily,<sup>315</sup>  
11 YouTube's recommendation algorithms are responsible for hundreds of millions of hours that  
12 users spend watching videos on YouTube.

13 **e. YouTube's Conduct in Designing and Operating its Platform Has  
14 Harmed the Mental Health of Minors**

15 280. By designing YouTube's algorithms to prioritize and maximize the amount of  
16 time users spend watching videos, Google has harmed the mental health of minors. In particular,  
17 YouTube has harmed the mental health of minors by recommending content to youth through its  
18 algorithms.

19 281. YouTube's algorithms push its young users down rabbit holes where they are  
20 likely to encounter content that is violent, sexual, or encourages self-harm, encourages eating  
21 disorders, among other types of harmful content.

22 282. Research by the Tech Transparency Project ("TTP") shows that YouTube Kids  
23 fed children content that involved drug culture, guns, and beauty and diet tips that could lead to  
24 harmful body image issues.<sup>316</sup> Among the videos TTP found were step-by-step instructions on

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25 <sup>313</sup> Joan E. Solsman, YouTube's AI is the puppet master over most of what you watch, CNET (Jan. 20, 2018),  
<https://www.cnet.com/tech/services-and-software/youtube-ces-2018-neal-mohan/>.

26 <sup>314</sup> *Id.*

27 <sup>315</sup> Shira Ovide, The YouTube Rabbit Hole is Nuanced, N.Y. Times (Apr. 21, 2022),  
<https://www.nytimes.com/2022/04/21/technology/youtube-rabbit-hole.html>.

28 <sup>316</sup> Alex Hern, *YouTube Kids shows videos promoting drug culture and firearms to toddlers*, Guardian (May 5,  
2022), <https://www.theguardian.com/technology/2022/may/05/youtube-kids-shows-videos-promoting-drug->

1 how to conceal a gun, guides on how to bleach one’s face at home, and workout videos  
 2 emphasizing the importance of burning calories and telling kids to “[w]iggle your jiggle.”<sup>317</sup> This  
 3 research shows that YouTube Kids not only lets inappropriate content slip through its  
 4 algorithmic filters, but actively directed the content to kids through its recommendation engine.

5 283. Amanda Kloer, a campaign director with the child safety group ParentsTogether,  
 6 spent an hour on her child’s YouTube Kids profile and found videos “encouraging kids how to  
 7 make their shirts sexier, a video in which a little boy pranks a girl over her weight, and a video in  
 8 which an animated dog pulls objects out of an unconscious animated hippo’s butt.”<sup>318</sup> Another  
 9 parent recounted that YouTube Kids’ autoplay function led her 6-year-old daughter to an  
 10 animated video that encouraged suicide.<sup>319</sup>

11 284. Other youth are fed content by YouTube’s algorithms that encourages self-harm.  
 12 As reported by PBS Newshour, a middle-schooler named Olivia compulsively watched YouTube  
 13 videos every day after she came home from school.<sup>320</sup> Over time she became depressed and  
 14 started searching for videos on how to commit suicide. Similar videos then gave her the idea of  
 15 overdosing. Weeks later she was in the hospital after “downing a bottle of Tylenol.”<sup>321</sup>  
 16 Ultimately, she was admitted into rehab for digital addiction because of her compulsive  
 17 YouTube watching.<sup>322</sup>

18 285. According to the Pew Research Center, 46 percent of parents say their child has  
 19 encountered inappropriate videos on YouTube.<sup>323</sup> And children are not encountering these videos  
 20 on their own volition. Rather, they are being fed harmful and inappropriate videos through  
 21 culture-firearms-toddlers.

22 <sup>317</sup> *Guns, Drugs, and Skin Bleaching: YouTube Kids Poses Risks to Children*, Tech Transparency Project (May 5,  
 2022), <https://www.techtransparencyproject.org/articles/guns-drugs-and-skin-bleaching-youtube-kids-still-poses-risks-children>.

23 <sup>318</sup> Rebecca Heilweil, *YouTube’s kids app has a rabbit hole problem*, Vox (May 12, 2021),  
 24 <https://www.vox.com/recode/22412232/youtube-kids-autoplay>.

25 <sup>319</sup> *Id.*

26 <sup>320</sup> Lesley McClurg, *After compulsively watching YouTube, teenage girl lands in rehab for ‘digital addiction’*, PBS  
 (May 16, 2017), <https://www.pbs.org/newshour/health/compulsively-watching-youtube-teenage-girl-lands-rehab-digital-addiction>.

27 <sup>321</sup> *Id.*

28 <sup>322</sup> *Id.*

<sup>323</sup> Brooke Auxier et al., *Parenting Children in The Age of Screens*, Pew Rsch. Ctr. (July 28, 2020),  
<https://www.pewresearch.org/internet/2020/07/28/parental-views-about-youtube/>.

1 YouTube's algorithms. Again, YouTube's AI-driven recommendations are responsible for 70  
2 percent of the time users spend on YouTube.<sup>324</sup>

3 286. Other reports have also found that YouTube's recommendation algorithm  
4 suggests a wide array of harmful content, including videos that feature misinformation, violence,  
5 and hate speech, along with other content that violates YouTube's policies.<sup>325</sup> A 2021  
6 crowdsourced investigation from the Mozilla Foundation involving 37,000 YouTube users  
7 revealed that 71 percent of all reported negative user experiences came from videos  
8 recommended by YouTube to users.<sup>326</sup> And users were 40 percent more likely to report a  
9 negative experience with a video recommended by YouTube's algorithm than with a video they  
10 searched for.<sup>327</sup>

11 287. The inappropriate and disturbing content YouTube's algorithms expose children  
12 to have adverse effects on mental health. Mental health experts have warned that YouTube is a  
13 growing source of anxiety and inappropriate sexual behavior among kids under the age of 13.<sup>328</sup>

14 288. Further the harmful content YouTube's algorithms expose children to harm brain  
15 development. "Children who repeatedly experience stressful and/or fearful emotions may under  
16 develop parts of their brain's prefrontal cortex and frontal lobe, the parts of the brain responsible  
17 for executive functions, like making conscious choices and planning ahead," according to  
18 "Donna Volpitta, Ed.D., founder of The Center for Resilient Leadership."<sup>329</sup>

19 289. Even though much of the content YouTube's algorithms feed to youth is harmful,  
20 it triggers chemical reactions that encourage youth to spend more time watching videos on  
21 YouTube. According to Dr. Volpita, watching "fear-inducing videos cause the brain to receive a  
22 small amount of dopamine," which acts as a reward and creates a desire to do something over

23 <sup>324</sup> Joan E. Solsman, YouTube's AI is the puppet master over most of what you watch, CNET (Jan. 20, 2018),  
24 <https://www.cnet.com/tech/services-and-software/youtube-ces-2018-neal-mohan/>.

25 <sup>325</sup> Brandy Zadrozny, YouTube's recommendations still push harmful videos, crowdsourced study finds, NBC  
26 News (July 17, 2021), <https://www.nbcnews.com/tech/tech-news/youtubes-recommendations-still-push-harmful-videos-crowdsourced-study-rcna1355>.

27 <sup>326</sup> *Id.*

28 <sup>327</sup> *Id.*

<sup>328</sup> Josephine Bila, YouTube's dark side could be affecting your child's mental health, CNBC (Feb. 13, 2018),  
<https://www.cnbc.com/2018/02/13/youtube-is-causing-stress-and-sexualization-in-young-children.html>.

<sup>329</sup> *Id.*

1 and over.<sup>330</sup> This dopaminergic response is in addition to the reward stimulus YouTube provides  
2 users through IVR.

3 290. Mental health professionals across the country have seen an increase in children  
4 experiencing mental health issues because of YouTube. Natasha Daniels, a child psychotherapist  
5 in Arizona, has said she has seen a rise in cases of children suffering from anxiety because of  
6 videos they watched on YouTube.<sup>331</sup> Because of their anxiety, these children “exhibit loss of  
7 appetite, sleeplessness, crying fits, and fear.”<sup>332</sup>

8 291. In addition to causing anxiety, watching YouTube is also associated with  
9 insufficient sleep.<sup>333</sup> In one study on the effect of app use and sleep, YouTube was the only app  
10 consistently associated with negative sleep outcomes.<sup>334</sup> For every 15 minutes teens spent  
11 watching YouTube, they had a 24 percent greater chance of getting fewer than seven hours of  
12 sleep.<sup>335</sup> YouTube is particularly problematic on this front because of YouTube’s  
13 recommendation and autoplay feature make it “so easy to finish one video” and watch the next,  
14 said Dr. Alon Avidan, director of the UCLA Sleep Disorders Center.<sup>336</sup> In turn, insufficient sleep  
15 is associated with poor health outcomes.<sup>337</sup> Thus, YouTube exacerbates an array of youth mental  
16 health issues by contributing to sleep deprivation.

17 292. Despite the vast evidence that YouTube’s design and algorithms harms millions  
18 of youths, Google continues to manipulate them into staying on the platform and watching more  
19 and more videos so that it can increase its ad revenue.

## 20 **E. The Effect of Social Media Use on School Districts**

21 \_\_\_\_\_  
22 <sup>330</sup> *Id.*

23 <sup>331</sup> *Id.*

24 <sup>332</sup> *Id.*

25 <sup>333</sup> Meg Pillion et al., What’s ‘app’-ning to adolescent sleep? Links between device, app use, and sleep outcomes,  
26 100 *Sleep Med.* 174–82 (Dec. 2022),  
27 <https://www.sciencedirect.com/science/article/abs/pii/S1389945722010991?via%3Dihub>.

28 <sup>334</sup> *Id.*

<sup>335</sup> *Id.*

<sup>336</sup> Cara Murez, One App is Especially Bad for Teens’ Sleep, *U.S. News* (Sept. 13, 2022),  
<https://www.usnews.com/news/health-news/articles/2022-09-13/one-app-is-especially-bad-for-teens-sleep>.

<sup>337</sup> Jessica C. Levenson et al., The Association Between Social Media Use and Sleep Disturbance Among Young  
Adults, 85 *Preventive Med.* 36–41 (Apr. 2016),  
<https://www.sciencedirect.com/science/article/abs/pii/S0091743516000025>.

1       293. School districts are uniquely harmed by the current youth mental health crisis.  
 2 This is because schools are one of the main providers for mental health services for school-aged  
 3 children.<sup>338</sup> Indeed, over 3.1 million children ages 12–17 received mental health services through  
 4 an education setting in 2020, more than any other non-specialty mental health service setting.<sup>339</sup>

5       294. Most schools offer mental health services to students. In the 2021–22 school year,  
 6 96 percent of public schools reported offering at least one type of mental health service to their  
 7 students.<sup>340</sup> But 88 percent of public schools did not strongly agree that they could effectively  
 8 provide mental health services to all students in need.<sup>341</sup> The most common barriers to providing  
 9 effective mental health services are (1) insufficient number of mental health professionals; (2)  
 10 inadequate access to licensed mental health professionals; and (3) inadequate funding.<sup>342</sup> Student  
 11 opinions also reflect that schools are unable to provide adequate mental health services. Less  
 12 than a quarter of students in grades 6–12 report accessing counseling or psychological services  
 13 when they are upset, stressed, or having a problem.<sup>343</sup> And of the students who access mental  
 14 health services, only 41 percent of middle schoolers and 36 percent of high schoolers are  
 15 satisfied with the services they receive.<sup>344</sup>

16       295. In part, schools are struggling to provide adequate mental health services because  
 17 of the increase in students seeking these services. More than two-thirds of public schools  
 18 reported an increase in the percent of students seeking mental health services from school since  
 19 the start of the pandemic.<sup>345</sup>

21 <sup>338</sup> National Survey on Drug Use and Health, SAMHSA (2019 & 1st & 4th Qs. 2020),  
 22 <https://www.samhsa.gov/data/report/2020-nsduh-detailed-tables>.

23 <sup>339</sup> *Id.*

24 <sup>340</sup> Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All  
 25 Students In Need, Nat'l Ctr. Educ. Stat. (May 31, 2022),  
 26 [https://nces.ed.gov/whatsnew/press\\_releases/05\\_31\\_2022\\_2.asp](https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp).

27 <sup>341</sup> *Id.*

28 <sup>342</sup> *Id.*

<sup>343</sup> *Insights From the Student Experience, Part I: Emotional and Mental Health* at 2, YouthTruth (2022),  
[https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth\\_EMH\\_102622.pdf](https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth_EMH_102622.pdf).

<sup>344</sup> *Id.*

<sup>345</sup> Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All  
 Students In Need, Nat'l Ctr. Educ. Stat. (May 31, 2022),  
[https://nces.ed.gov/whatsnew/press\\_releases/05\\_31\\_2022\\_2.asp](https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp).

1        296. During this same period, adolescents increased their social media use, also raising  
 2 levels of excessive and problematic use of digital media.<sup>346</sup> And these higher rates of social  
 3 media use are related to higher “ill-being.”<sup>347</sup> Thus, the increase in adolescent social media use  
 4 during the pandemic has caused an increase in adolescents experiencing mental health problems.

5        297. That relationship is reflected in reports from public schools. Over 75 percent of  
 6 public schools reported an increase in staff expressing concerns about student depression,  
 7 anxiety, and other disturbances since the start of the pandemic.<sup>348</sup> Students receiving mental  
 8 health services in educational settings predominately do so because they “[f]elt depressed,”  
 9 “[t]hought about killing [themselves] or tried to” or “[f]elt very afraid and tense.”<sup>349</sup>

10        298. Anxiety disorders are also up, affecting 31.9 percent of adolescents between 13  
 11 and 18 years old.<sup>350</sup> “Research shows that untreated teenagers with anxiety disorders are at  
 12 higher risk to perform poorly in school, miss out on important social experiences, and engage in  
 13 substance abuse.”<sup>351</sup>

14        299. Schools are struggling not only to provide students with mental health services  
 15 but also to deliver an adequate education because of the youth mental health crisis. Students in  
 16 grades 6–12 identify depression, stress, and anxiety as the most prevalent obstacles to  
 17 learning.<sup>352</sup> Most middle school and high school students also fail to get enough sleep on school  
 18 nights, which contributes to poor academic performance.<sup>353</sup> These negative mental health

19 \_\_\_\_\_  
 20 <sup>346</sup> Laura Marciano et al., *Digital Media Use and Adolescents' Mental Health During the Covid-19 Pandemic: A*  
*Systematic Review and Meta-Analysis*, Frontiers Pub. Health (Feb. 2022),  
 21 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8848548/>.

22 <sup>347</sup> *Id.*

23 <sup>348</sup> Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All  
 24 Students In Need, Nat'l Ctr. Educ. Stat. (May 31, 2022),  
 25 [https://nces.ed.gov/whatsnew/press\\_releases/05\\_31\\_2022\\_2.asp](https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp).

26 <sup>349</sup> Rachel N. Lipari et al., *Adolescent Mental Health Service Use and Reasons for Using Services in Specialty,*  
 27 *Educational, and General Medical Settings*, SAMHSA (May 5, 2016),  
 28 [https://www.samhsa.gov/data/sites/default/files/report\\_1973/ShortReport-1973.html#:~:text=The  
 percent20Substance percent20Abuse percent20and percent20Mental,273 percent20DTALK percent20\(8255\)](https://www.samhsa.gov/data/sites/default/files/report_1973/ShortReport-1973.html#:~:text=The%20percent20Substance%20Abuse%20and%20Mental,273%20percent20DTALK%20(8255)).

<sup>350</sup> Anxiety Disorders: Facts and Statistics, Anxiety & Depression Ass'n Am., <https://adaa.org/understanding-anxiety/facts-statistics> (last visited Dec. 8, 2022).

<sup>351</sup> *Id.*

<sup>352</sup> Insights From the Student Experience, Part I: Emotional and Mental Health at 2–3, YouthTruth (2022),  
[https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth\\_EMH\\_102622.pdf](https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth_EMH_102622.pdf).

<sup>353</sup> Anne G. Wheaton et al., Short Sleep Duration Among Middle School and High School Students-United States,  
 Complaint

1 outcomes are also the most common symptoms of excessive social media use.

2 300. The youth mental health crisis has also caused a wide range of other behavioral  
 3 issues among students that interfere with schools' ability to teach. In 2022, 61 percent of public  
 4 schools saw an increase in classroom disruptions from student misconduct compared to school  
 5 years before the pandemic.<sup>354</sup> Fifty-eight percent of public schools also saw an increase in  
 6 rowdiness outside of the classroom, 68 percent saw increases in tardiness, 27 percent saw  
 7 increases in students skipping classes, 55 percent saw increases in the use of electronic devices  
 8 when not permitted, 37 percent saw an increase in bullying, 39 percent saw an increase in  
 9 physical fights between students, and 46 percent saw an increase in threats of fights between  
 10 students.<sup>355</sup>

11 301. Further exacerbating school's struggle to teach is the fact students are not  
 12 showing up to school. Indeed, student absenteeism has greatly increased. In the 2021–22 school  
 13 year, 39 percent of public schools experienced an increase in chronic student absenteeism  
 14 compared to the 2020–21 school year, and 72 percent of public schools saw increased chronic  
 15 student absenteeism compared to school years before the pandemic.<sup>356</sup> Following suit, vandalism  
 16 has increased in 2022, with 36 percent of public schools reporting increased acts of student  
 17 vandalism on school property.<sup>357</sup>

18 302. School districts have borne increased costs and expenses in response to the youth  
 19 mental health crisis. These costs include:

20 (a) hiring additional mental health personnel (41 percent of public schools added staff  
 21 to focus on student mental health);<sup>358</sup>

22 (b) developing additional mental health resources (46 percent of public schools  
 23 created or expanded mental health programs for students, 27 percent added

24  
 25 2015, 67(3) Morbidity & Mortality Wkly. Rpt. 85–90 (Jan. 26, 2018),  
<http://dx.doi.org/10.15585/mmwr.mm6703a1>.

26 <sup>354</sup> 2022 School Pulse Panel, U.S. Dep't Educ., Inst. Educ. Sci. (2022), <https://ies.ed.gov/schoolsurvey/spp/>.

27 <sup>355</sup> *Id.*

28 <sup>356</sup> *Id.*

<sup>357</sup> *Id.*

<sup>358</sup> *Id.*

1 student classes on social, emotional, and mental health and 25 percent offered guest  
2 speakers for students on mental health);<sup>359</sup>

3 (c) training teachers to help students with their mental health (56 percent of public  
4 schools offered professional development to teachers on helping students with  
5 mental health);<sup>360</sup>

6 (d) increasing disciplinary services and hiring additional personnel for disciplinary  
7 services in response to increased bullying and harassment over social media;

8 (e) addressing property damaged as a result of students acting out because of mental,  
9 social, and emotional problems Defendants' conduct caused;

10 (f) diverting time and resources from instruction activities to notify parents and  
11 guardians of students' behavioral issues and attendance;

12 (g) investigating and responding to threats made against schools and students over  
13 social media;

14 (h) updating its student handbook to address use of Defendants' platforms; and

15 (i) updating school policies to address use of Defendants' platforms.

#### 16 **F. Impact of Social Media Use on Plaintiffs**

17 304. CLARKSVILLE-MONTGOMERY has been seriously and directly impacted by the  
18 mental health crisis among youth in its community.

19 305. Since 2018, CLARKSVILLE-MONTGOMERY has experienced a rise in mental  
20 health issues, cyberbullying, spreading harmful content originating from social media, sexting,  
21 child pornography, and threats of mass violence, among others, perpetuated by use of  
22 Defendants' platforms.

23 306. In Fall, 2021, CLARKSVILLE-MONTGOMERY was overwhelmed by greater than  
24 100 incidences of vandalism and theft by students linked to social media "challenges." The  
25 incidences of vandalism include:

26  
27 \_\_\_\_\_  
28 <sup>359</sup> *Id.*

<sup>360</sup> *Id.*

- 1 a. Soap dispensers, paper towel dispensers, toilet paper holders, and plumbing
- 2 fixtures being ripped off walls;
- 3 b. Toilets being intentionally clogged by students participating in these “challenges”
- 4 to flood bathrooms;
- 5 c. Items being glued to toilet seats; and
- 6 d. Food and other items being smeared on toilet seats and bathroom stall walls.

7 307. The increased use of and dependency on social media has led to an increase in the  
8 number of Plaintiff’s students in crisis, acting out, vandalizing school property, and in need of  
9 mental health services.

10 308. In an attempt to address the decline in students’ mental, emotional, and social  
11 health, Plaintiff has been forced to divert resources and expend additional resources to:

- 12 a. hire additional personnel, including counselors and medical professionals to
- 13 address mental, emotional, and social health issues;
- 14 b. develop additional resources to address mental, emotional, and social health
- 15 issues;
- 16 c. increase training for teachers and staff to identify students exhibiting symptoms
- 17 affecting their mental, emotional, and social health;
- 18 d. train teachers, staff, and members of the community about the harms caused by
- 19 Defendants' wrongful conduct;
- 20 e. develop lesson plans to teach students about the dangers of using Defendants'
- 21 platforms;
- 22 f. educate students about the dangers of using Defendants' platforms;
- 23 g. update its student handbook to address use of Defendants' platforms; and
- 24 h. update school policies to address use of Defendants’ platforms.

25 315. Additionally, more students have been acting out as a result of the decline  
26 Defendants caused in students mental, emotional, and social health. As a result, Plaintiff has  
27 been forced to divert resources and expend additional resources to:

- 1 a. repair damaged property as a result of the exploitive and harmful content  
2 Defendants directed to students;
- 3 b. increase disciplinary services and time spent addressing bullying, harassment, and  
4 threats;
- 5 c. confiscate devices on which students were compelled by Defendants' conduct to  
6 use while in class or school campuses to access Defendants' platforms;
- 7 d. meet with students and the parents of students caught using Defendants' platforms  
8 at school;
- 9 e. divert time and resources from instruction activities to notify parents and  
10 guardians of students' behavioral issues and attendance; and
- 11 f. investigate and respond to threats made against schools and students over social  
12 media.

13 316. Since 2018, CLARKSVILLE-MONTGOMERY has had to increase School Resource  
14 Officer ("SRO") staff, to include full-time SRO investigators who spend countless hours  
15 per year investigating threats of school violence and other criminal behavior originating  
16 on and spreading through Defendants' platforms.

17 317. Since August, 2019, CLARKSVILLE-MONTGOMERY and law enforcement have  
18 investigated nearly 175 threats involving Plaintiff's district. Those threats are directly  
19 linked to an increase in students' use of Defendants' platforms.

20 318. But even equipped with these resources, Plaintiff cannot keep up with the increased  
21 need for mental health services due to the youth mental health crisis.

22 319. As a result, the rest of Plaintiff's staff must work in overdrive to help students with  
23 mental health concerns.

24 320. Plaintiff requires significantly greater and long-term funding to address the  
25 nuisance Defendants have created. It is time, as President Biden declared, to get "all Americans  
26 the mental health services they need."<sup>361</sup>

27 <sup>361</sup> President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at  
28 <https://www.whitehouse.gov/state-of-the-union-2022/>).

1                   **V. THE COMMUNICATIONS DECENCY ACT, 47 U.S.C. § 230(c)**  
2                   **EXPRESSLY ALLOWS INTERACTIVE COMPUTER SERVICE COMPANIES**  
3                   **LIKE DEFENDANTS TO LIMIT HARMFUL CONTENT, AND THERE IS NOT**  
4                   **IMMUNITY FOR DEFENDANTS’ CONDUCT**

5                   321. Plaintiff anticipates that Defendants will raise section 230 of the Communications  
6                   Decency Act, 47 U.S.C. § 230(c)(1), as a shield for their conduct. But section 230 is no shield for  
7                   Defendants’ own acts in designing, marketing, and operating social media platforms that are  
8                   harmful to youth.

9                   322. Section 230 was enacted by Congress to address the harms associated with certain  
10                  content and drafted to limit liability for “Good Samaritans” seeking to restrict such harmful  
11                  content. It is entitled, “Protection for ‘Good Samaritan’ blocking and screening of offensive  
12                  material.”

13                  323. Section 230 provides immunity from liability only to “(1) a provider or user of an  
14                  interactive computer service (2) whom a plaintiff seeks to treat, under a state law cause of action,  
15                  as a publisher or speaker (3) of information provided by another information content provider.”  
16                  *Barnes v. Yahoo!, Inc.*, 570 F.3d 1096, 1100–01 (9th Cir. 2009), as amended (Sept. 28, 2009).

17                  322. Publication generally involves traditional editorial functions, such as reviewing,  
18                  editing, and deciding whether to publish or to withdraw from publication third-party content.  
19                  *Lemmon v. Snap, Inc.*, 995 F.3d 1085, 1091 (9th Cir. 2021).

20                  323. Publication does not, however, include duties related to designing and marketing  
21                  a social media platform. *See id.* at 1092–93.

22                  324. Plaintiff expressly disavows any claims or allegations that attempt to hold  
23                  Defendants liable as the publisher or speaker of any information provided by third parties.

24                  325. Section 230 does not immunize Defendants’ conduct because, among other  
25                  considerations: (1) Defendants are liable for their own affirmative conduct in recommending and  
26                  promoting harmful content to youth; (2) Defendants are liable for their own actions designing  
27                  and marketing their social media platforms in a way that causes harm; (3) Defendants are liable  
28                  for the content they create that causes harm; and (4) Defendants are liable for distributing,  
                    delivering, and/or transmitting material that they know or have reason to know is harmful,

1 unlawful, and/or tortious.

2 326. First, Plaintiff is not alleging Defendants are liable for what third-parties have  
3 said on Defendants' platforms but, rather, for Defendants' own conduct. As described above,  
4 Defendants affirmatively recommend and promote harmful content to minors, such as pro-  
5 anorexia and eating disorder content, and Snapchat filters which promote plastic surgery or body  
6 dysmorphia. Recommendation and promotion of damaging material is not a traditional editorial  
7 function and seeking to hold Defendants liable for these actions is not seeking to hold them liable  
8 as a publisher or speaker of third party-content.

9 327. Second, Plaintiff's claims arise from Defendants' status as designers and  
10 marketers of dangerous social media platforms that have injured the health, comfort, and repose  
11 of its community. The nature of Defendants' platforms centers around Defendants' use of  
12 algorithms and other design features that encourage users to spend the maximum amount of  
13 time on their platforms—not on particular third party content. The algorithms Defendants  
14 designed and employ adapt to the social media activity of individual users to promote whatever  
15 content will trigger a particular user's attention and maximize their use of the platform, for as  
16 long as possible. Defendants' algorithms are user-focused rather than content-based and are  
17 indifferent to the nature and type of content they promote to users, provided that such content  
18 increases the time users spend on their platforms. In that respect, they are content neutral.

19 328. Third, Defendants are liable for the content they create. In addition to content  
20 such as Snapchat filters which promote body dysmorphia, Defendants send emails and  
21 notifications to youth including material they create which often promotes certain harmful  
22 content.

23 329. Fourth, Plaintiff does not seek to hold Defendants liable as publishers or speakers  
24 of information provided by other content providers, but instead Plaintiff seeks to hold them liable  
25 for distributing material they know or should know is harmful or unlawful. *See Malwarebytes*  
26 *Inc. v. Enigma Software Grp. USA, LLC*, 141 S. Ct. 13 (2020) (statement of Justice Thomas  
27 respecting denial of certiorari discussing the distinction between distributor and publisher  
28

1 liability); cf. Restatement (Second) of Torts § 581 (Am. Law Inst. 1977) (“[O]ne who only  
2 delivers or transmits defamatory matter published by a third person is subject to liability if, but  
3 only if, he knows or has reason to know of its defamatory character.”)

4 330. Plaintiff’s claim is based upon Defendants’ own conduct, which has resulted in the  
5 exacerbation of the public health crisis from which Plaintiffs’ students are suffering.

## 6 VI. CAUSES OF ACTION

### 7 COUNT ONE – VIOLATIONS OF PUBLIC NUISANCE LAW

8 331. Plaintiff incorporates each preceding paragraph as though set forth fully herein.

9 333. Defendants have created and maintained a public nuisance which proximately caused  
10 injury to Plaintiff.

11 334. Plaintiff, in the operation of its schools, has a right to be free from conduct that  
12 endangers their health and safety, and the health and safety of their employees and students. Yet  
13 Defendants have engaged in conduct and omissions which unreasonably and injuriously  
14 interfered with the public health and safety in Plaintiff’s community and created substantial and  
15 unreasonable annoyance, inconvenience, and injury to the public by their production, promotion,  
16 design, distribution, and marketing of their social media platforms, for use by youth in Plaintiff’s  
17 schools. Defendants’ actions and omissions have substantially, unreasonably, and injuriously  
18 interfered with Plaintiff’s functions and operations and affected the public health, safety and  
19 welfare of Plaintiff’s community.

20 335. Each Defendant has created or assisted in the creation of a condition that is injurious  
21 to the health and safety of Plaintiff and its students and interferes with the comfortable  
22 enjoyment of life and property of Plaintiff’s community.

23 336. Defendants’ conduct has directly caused a severe disruption of public health, order  
24 and safety. Defendants’ conduct is ongoing and continues to produce permanent and long-lasting  
25 damage.

26 337. This harm to Plaintiff and the public is substantial, unreasonable, widespread and  
27 ongoing.

1 338. Because of the mental health crisis caused by Defendants, Plaintiffs' schools can no  
2 longer operate, use, or enjoy their property free from injury or interference.

3 339. Defendants' design, manufacture, production, marketing, and promotion of such  
4 addictive, manipulative and harmful social media platforms, when such actions were taken with  
5 the intent to market to, and in fact, were marketed to youth through targeted campaigns,  
6 unreasonably interfered with a public right in that the results of Defendants' actions created and  
7 maintained a condition dangerous to the public's health, was offensive to community moral  
8 standards, or unlawfully obstructed the public in free use of public property. Defendants  
9 intentionally created and maintained a public nuisance by, among other acts:

- 10 a. Designing social media platforms that were uniquely youth oriented;
- 11 b. Designing a product that was meant to facilitate use by minors, both generally and  
12 in a way that was branded youth friendly;
- 13 c. Failing to sufficiently study and conduct necessary tests to determine whether  
14 their platforms were safe for children/minor users;
- 15 d. Creating, producing, maintaining, distributing, managing, marketing, promoting,  
16 and delivering their platforms to the general public and to Plaintiff's students  
17 without thorough and adequate pre-and post market testing;
- 18 e. Designing and using algorithms which promote harmful, destructive content to be  
19 consumed by the user, regardless of age;
- 20 f. Failing to act on data, reports, analysis, opinions, or information known, or that  
21 should have been known in the exercise of reasonable diligence, pertaining to  
22 Defendants' platform and the risks and hazards posed to children, adolescents and  
23 minors;
- 24 g. Designing their social media platforms to encourage excessive amounts of time  
25 that users spend on the platform and causing mental and emotional harm,  
26 particularly to children/minors, using manipulative technology such as algorithm-  
27 based feeds, IVR and social reciprocity;

- 1 h. Failing to employ adequate safeguards in the creation, maintenance, and operation  
2 of their platforms to ensure they would not encourage excessive and harmful use;
- 3 i. Failing to take reasonably adequate steps to prevent their platforms from being  
4 promoted, distributed, and used by minors under the age of 13;
- 5 j. Designing engineering, developing, and maintaining their platforms to appeal to  
6 children, adolescents and teens, where such minors lack the same cognitive  
7 development as adults and are particularly vulnerable to social reward-based  
8 manipulative tactics such as algorithm-based feeds and social reciprocity;
- 9 k. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public  
10 of the negative mental and emotional health consequences associated with their  
11 platforms and social media generally, especially for children/minors;
- 12 l. Failing to provide reasonably adequate warnings to youth users or the parents or  
13 guardians of such minors, where Defendants could reasonably foresee such  
14 minors would use their platforms;
- 15 m. Failing to disclose to Plaintiffs, Plaintiffs' students, and the general public that  
16 Defendants' platforms are designed to maximize the time children, adolescents,  
17 and teens spend on Defendants' platforms and that such platforms cause negative  
18 mental, emotional, and social health consequences, particularly among minors;
- 19 n. Failing to warn Plaintiff, Plaintiff's students, and the public of the true risks of  
20 using Defendants' platforms;
- 21 o. Advertising, marketing, and recommending Defendants' platforms while  
22 concealing and failing to disclose or warn of the dangers known by Defendants to  
23 be associated with, or caused by, minors' use of Defendants' platforms;
- 24 p. Continuing the creation, production, maintenance, distribution, management,  
25 marketing, promotion, and delivery of Defendants' platforms with knowledge that  
26 Defendants' platforms are unreasonably unsafe, addictive, and dangerous to  
27 minors, and otherwise harmful to minors' mental and emotional health;

- 1 q. Failing to change Defendants’ algorithms, which are used to recommend content  
2 to users, in a manner that would no longer concentrate on maximizing the amount  
3 of time users spend on Defendants’ platforms notwithstanding the reasonably  
4 foreseeable mental and emotional safety risks this posed to Defendants’ minor  
5 users;
- 6 r. Failing to adequately limit Defendants’ algorithm-based recommendations to  
7 filter out content that exposes youth users to content that is violent, sexual, or  
8 encouraging self-harm and other types of harmful content; and
- 9 s. Representing that Defendants’ platforms were safe for child, adolescent, and teen  
10 users when, in fact, Defendants knew or should have known that the platforms  
11 created a clear and present danger for the mental and emotional health of minors.

12 340. Defendants’ conduct substantially and unreasonably interfered with public health,  
13 safety and the right to a public education in a safe and healthy environment. In that regard, and in  
14 other ways as discussed herein, the public nuisance created or maintained by Defendants was  
15 connected to Plaintiff’s property, including but not limited to the school buildings.

16 341. The health and safety of Plaintiffs’ students and employees, including those who use,  
17 have used, or will use Defendants’ platforms, as well as those affected by others’ use of their  
18 platforms, are matters of substantial public interest and of legitimate concern to Plaintiff and  
19 Plaintiff’s community.

20 342. Defendants’ conduct has affected and continues to affect a substantial number of  
21 people within Plaintiffs’ school district and is likely to continue causing significant harm.

22 343. But for Defendants’ actions, Plaintiffs’ students would not use social media  
23 platforms as often or for as long as they do, be deluged with exploitive and harmful content  
24 to the same degree, and the public health crisis that currently exists as a result of Defendants’  
25 conduct would have been averted.

26 344. Defendants knew or should have known that their conduct would create a public  
27 nuisance. Defendants knew or should have known, that their acts and omissions involved in the  
28

1 development, promotion and use of their platforms would cause students to excessively use their  
2 platforms. Defendants knew, or reasonably should have known, that their tactics to encourage  
3 user engagement with their platforms were designed to appeal to minors, and that their acts and  
4 omissions intended to increase minors' use of their platforms were causing harm to minors in  
5 Plaintiff's school district and to Plaintiff itself.

6 345. Thus, the public nuisance caused by Defendants was reasonably foreseeable,  
7 including the financial and economic losses incurred by Plaintiffs.

8 346. Alternatively, each Defendants' conduct was a substantial factor in bringing about the  
9 public nuisance as described herein. By designing, marketing, promoting, and operating their  
10 platforms in a manner intended to maximize the time youth spend on their respective  
11 platforms—despite knowledge of the harms to youth from their wrongful conduct—Defendants  
12 directly accelerated and enabled the widespread, excessive, and habitual use of their platforms  
13 and the public nuisance effecting CLARKSVILLE-MONTGOMERY. By seeking to capitalize  
14 on their success by refining their platforms to increase the time youth spend on their platforms,  
15 Defendants directly contributed to the public health crisis and the public nuisance affecting  
16 Plaintiffs.

17 347. Defendants' conduct is especially injurious to CLARKSVILLE-MONTGOMERY  
18 because, as a direct and proximate cause of Defendants' conduct creating or assisting in the  
19 creation of a public nuisance, Plaintiff and its students and employees have sustained and will  
20 continue to sustain substantial injuries.

21 348. Defendants, and each of them, facilitated and permitted the conditions to exist that  
22 caused the harms herein mentioned.

23 349. Defendants directly facilitated the rise of the youth suicide crisis.

24 350. Plaintiffs have attempted to mitigate the harm and disruption caused by  
25 Defendants' conduct, including the following:

- 26 a. Hiring additional personnel to address mental, emotional, and social health crises  
27 and security;

- b. Developing and spending additional resources to address mental, emotional, and social health issues;
- c. Increasing training for teachers and staff to identify students exhibiting symptoms impacting their mental, emotional, and social health;
- d. Implementing additional training for teachers, staff, and members of the community about the harms caused by Defendants' wrongful conduct;
- e. Developing/altering lesson plans to teach students about the dangers of using Defendants' platforms;
- f. Educating students, staff and parents about the dangers of using Defendants' platforms;
- g. Remediating property damaged as a result of students acting out because of mental, social, and emotional problems caused by Defendants' conduct;
- h. Increasing time and resources spent addressing bullying, harassment, and threats;
- i. Confiscating electronic devices on which students use Defendants' platforms while in class or on Plaintiffs' campus;
- j. Meeting with students and the parents caught using Defendants' platforms at school or other disciplinary matters related to students' use of Defendants' platforms;
- k. Diverting time and resources from instruction activities to notify parents and guardians of students' behavioral issues and attendance issues caused by use of Defendants' platforms;
- l. Investigating and responding to threats made against Plaintiff's schools and students originating on or because of social media;
- m. Updating student handbook(s) to address use of Defendants' platforms;
- n. Modifying school policies to address use of Defendants' platforms; and
- o. Addressing increased incidence of vandalism, property damage, crime, and increased need for discipline of students caused by use of Defendants' platforms.

1 353. Fully abating the youth mental health crisis resulting from Defendants’ conduct will  
2 require much more than these steps.

3 354. As detailed herein, Plaintiff has suffered special injury, different in kind from those  
4 suffered by the general public, including but not limited to, those arising from: discipline and  
5 suspensions related to incidents of social media use in Plaintiff’s schools have increased at  
6 alarming rates; property damage due to “challenges” and other content promoted and spread by  
7 Defendants’ platforms; Plaintiff has had to closely monitor and stop the use of electronic devices  
8 in Plaintiff’s schools as to prevent social media being used during a time when students should  
9 be learning; Plaintiff has had to divert resources toward the mental health crisis caused by  
10 Defendants; Plaintiff has had to change lesson plans and educational courses to mitigate the  
11 youth bullying, eating disorders, and suicide content promulgated on defendants’ platforms;  
12 Plaintiff has had to devote and divert staff resources to conduct staff training on the dangers of  
13 social media use; Plaintiff has had to hire additional school counselors and staff to address the  
14 youth mental health crisis caused by widespread use by minors of Defendants’ platforms.

15 355. Plaintiffs therefore request all the relief to which it is entitled in its own right and  
16 relating to the special damage or injury it has suffered, and not in any representative or *parens*  
17 *patriae* capacity on behalf of students, including damages in an amount to be determined at trial  
18 and an order providing for the abatement of the public nuisance that Defendants have created or  
19 assisted in the creation of, and enjoining Defendants from future conduct contributing to the  
20 public nuisance described above.

21 356. Defendants engaged in conduct, as described above, that constituted malice,  
22 oppression, or fraud, with intent to cause injury and/or with willful and knowing disregard of the  
23 rights or safety of another, being fully aware of the probable dangerous consequences of the  
24 conduct and deliberately failing to avoid those consequences.

25 357. Defendants regularly risk the lives and health of consumers and users of its platforms  
26 with full knowledge of the dangers of its platforms. Defendants made conscious decisions not to  
27 redesign, alter the platforms, warn, or inform the unsuspecting public, including Plaintiff’s

1 students or Plaintiff. Defendants' willful, knowing and reckless conduct, constituting malice,  
2 oppression or fraud therefore warrants an award of aggravated or punitive damages.

3 **COUNT II**

4 **NEGLIGENCE**

5 358. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
6 herein.

7 359. Defendants owed Plaintiffs a duty to not expose Plaintiffs to an unreasonable risk of  
8 harm, and to act with reasonable care as a reasonably careful person and/or company would act  
9 under the circumstances.

10 360. At all times relevant herein, Defendants owed a duty to consumers and the general  
11 public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance,  
12 distribution, management, marketing, promotion, and delivery of Defendants' social media  
13 platforms, including the duty to take all reasonable steps necessary to design, research, market,  
14 advertise, promote, operate, and distribute their platforms in a way that is not unreasonably  
15 dangerous to users, including minors.

16 361. At all times relevant herein, Defendants knew or, in the exercise of reasonable care,  
17 should have known of the hazards and dangers of their respective social media platforms and  
18 specifically, the health hazards their platforms posed to youth in particular, especially prolonged  
19 use of such platforms where exposure to harmful content was reasonably foreseeable.

20 362. At all times relevant herein, Defendants knew or, in the exercise of reasonable care,  
21 should have known that use of Defendants' social media platforms by minors would create a  
22 dangerous and unreasonable risk of injury to Plaintiffs.

23 363. Defendants also knew, or in the exercise of reasonable care should have known, that  
24 users and consumers of Defendants' social media platforms were unaware of the risks associated  
25 with the use of Defendants' platforms, or the magnitudes of such risks. These risks include, but  
26 are not limited to, the risks of excessive social media use and the risks of the probability that  
27 algorithm-based recommendations would expose minor users to content that is violent, sexual, or  
28

1 encourages self-harm, among other types of harmful content, or that mental and emotional illness  
2 could result.

3 364. Defendants, by actions, inactions, representations and omissions, breached their duty  
4 of reasonable care, failed to exercise ordinary care, and failed to act as a reasonably careful  
5 person and/or company would act under the circumstances in the creation, production,  
6 maintenance, distribution, management, marketing, promotion, and delivery of their social media  
7 platforms, in that Defendants' creation, production, maintenance, distribution, management,  
8 marketing, promotion, and delivery social media platforms that Defendants knew or had reason  
9 to know would negatively impact the mental health of consumers, particularly minors, and the  
10 schools they attend, and failed to prevent or adequately warn of these serious risks and injuries.

11 365. Despite their knowledge, opportunity, ability, and means to investigate, study, and  
12 test their social media platforms, and to provide adequate warnings, Defendants failed to take  
13 these actions. Defendants have wrongfully concealed information and have made false and/or  
14 misleading statements concerning the safety and use of Defendants' social media platforms.

15 366. Defendants breached their duty in the following ways, including but not limited to:

- 16 a. Creating, designing, producing, maintaining, distributing, managing, marketing,  
17 promoting, and delivering their platforms to the public, Plaintiffs, and Plaintiffs'  
18 students without thorough or adequate pre and post market testing/analysis;
- 19 b. Failing to sufficiently study and conduct necessary tests to determine whether or  
20 not their platforms were safe for children/minor users;
- 21 c. Failing to use reasonable care in the creation, production, maintenance,  
22 distribution, management, marketing, promotion, and delivery of their platforms  
23 to avoid exposure to risk and danger, such as excessive usage by children/minors  
24 and exposure to harmful content;
- 25 d. Failing to act on data, reports, analysis, opinions, or information known, or that  
26 which should have been known in the exercise of reasonable diligence, pertaining  
27 to Defendants' platform and the risks and hazards posed to children;

- e. Designing their social media platforms to encourage excessive amounts of time that users spend on their platforms, and causing mental and emotional harm, particularly among children/minors, by way of algorithm-based feeds, IVR, social reciprocity, and reward-based content.
- f. Failing to employ adequate safeguards in the creation, maintenance, and operation of their platforms to ensure they would not encourage excessive and harmful use;
- g. Failing to take reasonably adequate steps to prevent their platforms from being promoted, distributed, and used by minors under the age of 13;
- h. Designing engineering, developing, and maintaining their platforms to appeal to children, adolescents and teens, where such minors lack the same cognitive development as adults and are particularly vulnerable to social reward-based manipulative tactics like social reciprocity.
- i. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public of the negative mental and emotional health consequences associated with their platforms and social media generally, especially for children and minors;
- j. Failing to provide reasonably adequate warnings to child and minor users or the parents of such minors, where Defendants could reasonably foresee such minors would use their platforms;
- k. Failing to disclose to Plaintiffs, users, consumers, and the public that Defendants' platforms are designed to maximize the time users, particularly minors, spend on Defendants' platforms and that such platforms cause negative mental, emotional, and social health consequences;
- l. Failing to warn users and the general public, including Plaintiffs and students of Plaintiffs of the true risks of using Defendants' platforms;
- m. Advertising, marketing; and promoting Defendants' platforms while concealing and failing to disclose or warn of the dangers known by Defendants to be associated with, or caused by, minors' use of Defendants' platforms;

- 1 n. Continuing the creation, production, maintenance, distribution, management,  
2 marketing, promotion, and delivery of Defendants’ platforms with knowledge that  
3 Defendants’ platforms are unreasonably unsafe, addictive, and dangerous to  
4 children’s mental and emotional health;
- 5 o. Failing to change Defendants’ algorithms, which are used to suggest content to  
6 users in a manner that would no longer concentrate on maximizing the amount of  
7 time users spend on Defendants’ platforms notwithstanding the reasonably  
8 foreseeable mental and emotional safety risks this posed to Defendants’  
9 minor/children users;
- 10 p. Failing to adequately limit Defendants’ algorithm-based recommendations to  
11 filter out content that expose children and minor users to content that is violent,  
12 sexual, or encourages self-harm, among other types of harmful content;
- 13 q. Representing that Defendants’ platforms were safe for children, adolescent, and  
14 teen users when, in fact, Defendants knew or should have known that the  
15 platforms presented a clear and present danger for youth’s mental and emotional  
16 health; and
- 17 r. Additional failures, acts or omissions as set forth at length herein.

18 367. Defendants knew or should have known that it was foreseeable that Plaintiffs would  
19 suffer injuries as a result of Defendants’ failure to exercise reasonable care in creating,  
20 producing, maintaining, distributing, managing, marketing, promoting, and delivering  
21 Defendants’ platforms, particularly when Defendants’ platforms were intentionally and  
22 deliberately designed, maintained, and marketed to maximize the time children/minors spend on  
23 Defendants’ platforms, especially when Defendants’ platforms were intentionally and  
24 deliberately designed, maintained, and marketed to maximize the time children/minors spend on  
25 Defendants’ platforms.

26 368. The full extent and scale of the injuries caused by the intended usage of Defendants’  
27 social media platforms could not be known to Plaintiffs.

1 369. Defendants' negligence was the legal and proximate cause of the injuries, harm and  
2 economic losses that Plaintiffs suffered and will continue to suffer. But for Defendants'  
3 negligence as described herein, such injuries, harm and economic losses would not have  
4 occurred.

5 370. The mental health crisis caused by Defendants has caused a major disruptive  
6 behavioral crisis in Plaintiffs' schools, and Plaintiffs have had to take steps to mitigate the harm  
7 and disruption caused by Defendants' conduct, including but not limited to:

- 8 a. Providing training to teachers and staff to recognize and build awareness of  
9 Defendants' harmful platforms and the consequences of use of same;
- 10 b. Hiring additional teachers and staff to alleviate the youth mental health crisis,  
11 including mental, emotional, and social harm caused to students and members of  
12 the community;
- 13 c. Modifying lesson plans and implementing additional efforts to raise awareness  
14 and educate Plaintiffs' students and the community Plaintiffs serve regarding  
15 Defendants' harmful platforms and related negative consequences;
- 16 d. Remediating damage to property proximately caused by use of Defendants'  
17 platforms;
- 18 e. Hiring additional staff to mitigate and address students in crisis and/or harmed by  
19 use of Defendants' platforms;
- 20 f. Mitigating distraction and other negative impacts on teaching and inhibiting  
21 learning of students proximately caused by Defendants' platforms;
- 22 g. Identifying and confiscating devices wherein Defendants' platforms are used  
23 during school hours and on campus;
- 24 h. Addressing the increasing safety risks related to bullying, threats, and other  
25 harmful behaviors proximately caused by Defendants' platforms;
- 26 i. Increasing staffing and resources devoted to alleviating mental, emotional, and  
27 social health issues;

- 1 j. Using additional resources to address disciplinary issues and anti-bullying
- 2 actions;
- 3 k. Amending policies and updating student handbook(s) to address the hazards and
- 4 disruptions caused by use of Defendants' platforms in school and on campus; and
- 5 l. Addressing and mitigating the increased incidence of vandalism, damaged
- 6 property, crime, and increased need for student discipline and campus security.

7 371. Defendants' conduct, as described above, was intended to serve their own interests  
8 despite having reason to know and consciously disregarding a substantial risk that their conduct  
9 was likely to significantly injure the rights of others, including Plaintiffs, Defendants have  
10 consciously pursued a course of conduct knowing that it created a substantial risk of significant  
11 harm to others, including Plaintiffs. Defendants regularly risk the health of consumers and users  
12 of their platforms, including minors and children, with full knowledge of the dangers of their  
13 platforms. Defendants consciously decided not to redesign, warn, or inform the unsuspecting  
14 public, including Plaintiffs and Plaintiffs' students. Defendants' willful, knowing, and reckless  
15 conduct therefore warrants, and Plaintiffs seek, an award of aggravated or punitive damages.

16 **COUNT THREE**

17 **GROSS NEGLIGENCE**

18 372. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
19 herein.

20 373. Defendants were grossly negligent in designing, manufacturing, supplying,  
21 distributing, inspecting (or not inspecting), testing (or not testing), marketing, promoting,  
22 advertising, packaging, and/or labeling Defendants' platforms.

23 374. Defendants owed Plaintiffs a duty to not expose Plaintiffs to an unreasonable risk of  
24 harm, and to act with reasonable care as a reasonably careful person and/or company would act  
25 under the circumstances.

26 375. At all time relevant herein, Defendants owed a duty to consumers and the general  
27 public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance,  
28

1 distribution, management, marketing, promotion, and delivery of Defendants’ social media  
2 platforms, including the duty to take all reasonable steps necessary to design, research , market,  
3 advertise, promote, operate, and distribute their platforms in a way that is not unreasonably  
4 dangerous to consumers and users, including youth.

5 376. At all times relevant herein, Defendants owed a duty to consumers and the general  
6 public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance,  
7 distribution, management, marketing, promotion, and delivery of their social media platforms.  
8 This included a duty to provide accurate, true, and correct information about the harms and risks  
9 of using Defendants’ platforms, including the harms and risks to youth. This also included a duty  
10 to give accurate and complete warnings about the potential adverse effects of extended use of  
11 Defendants’ platforms by children/minors, and the dangers and risks from the features of their  
12 platforms, such as algorithm-driven harmful content recommendations.

13 377. At all times relevant herein, Defendants knew or, in the exercise of reasonable care,  
14 should have known of the hazards and dangers of their respective social media platforms and  
15 specifically, the health hazards their platforms posed to youth in particular, especially prolonged  
16 use of such platforms where exposure to harmful content was likely.

17 378. Therefore, Defendants, by action and inaction, representation and omission, breached  
18 their duty of reasonable care, failed to exercise ordinary care, and failed to act as a reasonably  
19 careful person and/or company would act under the circumstances in the creation, production,  
20 maintenance, distribution, management, marketing, promotion, and delivery of their social media  
21 platforms, in that Defendants’ creation, production, maintenance, distribution, management,  
22 marketing, promotion, and delivery social media platforms that Defendants knew or had reason  
23 to know would negatively impact the mental health of consumers, particularly youth, and failed  
24 to prevent or adequately warn of these risks and injuries.

25 379. Despite their opportunity, ability and means to investigate, study, and test their social  
26 media platforms and to provide adequate warnings, Defendants failed to take these actions.

1 Defendants have wrongfully concealed information and have made false and/or misleading  
2 statements concerning the safety and use of Defendants' platforms.

3 380. Defendants engaged in willful and/or wanton conduct that lacked any care and  
4 amounted to an extreme departure from what a reasonably careful person would do in the same  
5 situation to prevent harm to others. Defendants' willful and wanton conduct caused Plaintiffs to  
6 suffer harm.

7 381. The willful and wanton conduct of Defendants includes, but is not limited to:

- 8 a. Creating, producing, maintaining, distributing, managing, marketing, promoting,  
9 and delivering their platforms to the general public and Plaintiffs' students  
10 without thorough and adequate pre- and post-market testing;
- 11 b. Failing to sufficiently study and conduct necessary tests to determine whether or  
12 not their platforms were safe for children/minor users;
- 13 c. Failing to use reasonable and prudent care in the creation, production,  
14 maintenance, distribution, management, marketing, promotion, and delivery of  
15 their platforms to avoid exposure to risk and danger, such as excessive usage by  
16 youth and exposure to harmful content;
- 17 d. Failing to act on data, reports, analysis, opinions, or information known, or that  
18 should have been known in the exercise of reasonable diligence, pertaining to  
19 Defendants' platform and the risks and hazards posed to children, adolescents and  
20 teens;
- 21 e. Designing their social media platforms to encourage excessive amounts of time  
22 that users spend on their platforms and causing mental and emotional harm,  
23 particularly to children/minors, using tactics such as algorithm-based feeds, IVR  
24 and social reciprocity;
- 25 f. Failing to employ adequate safeguards in the creation, maintenance, and operation  
26 of their platforms to ensure they would not encourage excessive and harmful use;

- 1 g. Failing to take reasonably adequate steps to prevent their platforms from being  
2 promoted, distributed, and used by minors under the age of 13;
- 3 h. Designing engineering, developing, and maintaining their platforms to appeal to  
4 children, adolescents and teens, where such minors lack the same cognitive  
5 development as adults and are particularly vulnerable to social reward-based  
6 manipulative tactics such as algorithm-based feeds and social reciprocity;
- 7 i. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public  
8 of the negative mental and emotional health consequences associated with their  
9 platforms and social media generally, especially for children/minors;
- 10 j. Failing to provide reasonably adequate warnings to youth users or the parents or  
11 guardians of such minors, where Defendants could reasonably foresee such  
12 minors would use their platforms;
- 13 k. Failing to disclose to Plaintiffs, Plaintiffs' students, and the general public that  
14 Defendants' platforms are designed to maximize the time children, adolescents,  
15 and teens spend on Defendants' platforms and that such platforms cause negative  
16 mental, emotional, and social health consequences, particularly among minors;
- 17 l. Failing to warn Plaintiffs, Plaintiffs' students, and the public of the true risks of  
18 using Defendants' platforms;
- 19 m. Advertising, marketing, and recommending Defendants' platforms while  
20 concealing and failing to disclose or warn of the dangers known by Defendants to  
21 be associated with, or caused by, minors' use of Defendants' platforms;
- 22 n. Continuing the creation, production, maintenance, distribution, management,  
23 marketing, promotion, and delivery of Defendants' platforms with knowledge that  
24 Defendants' platforms are unreasonably unsafe, addictive, and dangerous to  
25 minors, and otherwise harmful to minors' mental and emotional health;
- 26 o. Failing to change Defendants' algorithms, which are used to recommend content  
27 to users, in a manner that would no longer concentrate on maximizing the amount  
28

1 of time users spend on Defendants' platforms notwithstanding the reasonably  
2 foreseeable mental and emotional safety risks this posed to Defendants' minor  
3 users;

4 p. Failing to adequately limit Defendants' algorithm-based recommendations to  
5 filter out content that exposes youth users to content that is violent, sexual, or  
6 encouraging self-harm and other types of harmful content; and

7 q. Representing that Defendants' platforms were safe for child, adolescent, and teen  
8 users when, in fact, Defendants knew or should have known that the platforms  
9 created a clear and present danger for the mental and emotional health of minors.

10 382. Defendants knew new or should have known that it was foreseeable that Plaintiffs  
11 would suffer injuries as a result of Defendants' failure to exercise reasonable care in designing,  
12 researching, developing, testing, marketing, supplying, promoting, advertising, operating, and  
13 distributing Defendants' platforms, particularly when Defendants' platforms were designed,  
14 developed, operated and marketed to maximize the time youth spend on Defendants' platforms.

15 383. Plaintiffs did not know the nature and extent of the injuries that could result from the  
16 intended use of Defendants' social media platforms by Plaintiffs' students.

17 384. Defendants negligence produced, and was the proximate cause of, the injuries, harm,  
18 and economic losses that Plaintiffs suffered and will continue to suffer. Such injuries, harm, and  
19 economic losses would not have happened without Defendants' negligence as described herein.

20 385. The mental health crisis caused and/or significantly contributed to by Defendants has  
21 caused a major disruptive behavioral situation in Plaintiffs' schools, and Plaintiffs has had to  
22 take steps to mitigate the harm and disruption caused by Defendants' conduct, including the  
23 following:

- 24 a. Hiring additional staff and training staff to recognize and build awareness of  
25 Defendants' harmful platforms and the harmful consequences of their use;  
26 b. Hiring additional staff and personal to alleviate the youth mental health crisis,  
27 including mental, emotional, and social harm caused to students;

- 1 c. Creating and designing lesson plans to include efforts to build awareness and
- 2 educate students regarding Defendants' harmful platforms and related negative
- 3 consequences;
- 4 d. Remediating damage to property proximately caused by use of Defendants'
- 5 platforms;
- 6 e. Hiring additional staff and spending resources providing training to identify and
- 7 address students in crisis or otherwise negatively impacted by use of Defendants'
- 8 platforms;
- 9 f. Mitigating negative impacts to teaching and learning of students proximately
- 10 caused by Defendants' platforms;
- 11 g. Identifying and confiscating devices wherein Defendants' platforms are used on
- 12 campus and during class;
- 13 h. Addressing and mitigating safety risks caused by bullying, threats, and other
- 14 harmful behaviors proximately caused by Defendants' platforms;
- 15 i. Repurposing existing staff and resources to address and mitigate the mental,
- 16 emotional, and social issues caused by use of Defendants' platforms;
- 17 j. Amending school policy and handbook(s) to address the dangers and disruptions
- 18 caused by use of Defendants' platforms on campus; and
- 19 k. Addressing the increased incidence of vandalism, property damage, crime, and
- 20 need for student discipline including detention, truancy, and increased security
- 21 proximately caused by Defendants' platforms.

22 386. Defendants breached the duties they owed to Plaintiffs and in doing so, were wholly  
23 unreasonable. Defendants' conduct, as described above, was intended to serve their own interests  
24 despite having reason to know and consciously disregarding a substantial risk that their conduct  
25 was likely to significantly injure the rights of others, including Plaintiffs. Defendants consciously  
26 pursued a course of conduct knowing that it created a substantial risk of significant harm to  
27 others, including Plaintiffs and Plaintiffs' students.

1 387. As a foreseeable consequence of Defendants’ breaches of their duties, Plaintiffs have  
2 suffered and will continue to suffer direct and consequential economic and other injuries as a  
3 result of dealing with the youth mental health crisis in Plaintiffs’ schools, as described herein,  
4 including but not limited to expending, diverting, and increasing resources to address this crisis.

5 388. Defendants engaged in conduct, as described above, that constitutes malice, and  
6 oppression, with intent to cause injury and/or with willful and knowing disregard of the rights or  
7 safety of Plaintiffs, being fully aware of the probable dangerous consequences of the conduct and  
8 deliberately failing to avoid those consequences.

9 389. Defendants’ conduct constituting malice, and oppression, was committed by one or  
10 more officers, directors, or managing agents of Defendants, who acted on behalf of Defendants;  
11 was authorized by one or more officers, directors, or managing agents of Defendants, and  
12 adopted or approved that conduct by one or more of such officers, directors, or managing agents  
13 after the conduct occurred.

14 390. Defendants regularly risk the lives and health of minors and other users of their  
15 platforms with full knowledge of the dangers of their platforms. Defendants made conscious  
16 decisions not to redesign, re-label, warn, or inform the unsuspecting public, including Plaintiffs  
17 and Plaintiffs’ students. Defendants’ willful, knowing and reckless conduct therefore warrants,  
18 and Plaintiffs seek, an award of aggravated or punitive damages.

19 **COUNT FOUR**

20 **VIOLATIONS OF THE RACKETEER INFLUENCED AND CORRUPT**  
21 **ORGANIZATIONS ACT (“RICO”)**

22 391. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth  
23 herein.

24 392. This claim is brought by Plaintiffs against all Defendants (the “RICO Defendants”  
25 for purposes of this Count III and Count IV) for actual damages, treble damages, and equitable  
26 relief under 18 U.S.C. § 1964, for violations of RICO, 18 U.S.C. § 1961 et seq.

1 393. Pursuant to RICO, it is “unlawful for any person employed by or associated with any  
2 enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to  
3 conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a  
4 pattern of racketeering activity.” 18 U.S.C. § 1962(c).

5 394. At all times relevant herein, each RICO Defendant is and has been a “person” within  
6 the meaning of 18 U.S.C. § 1961(3), because they are capable of holding, and do hold, “a legal  
7 or beneficial interest in property.”

8 395. Each RICO Defendant conducted the affairs of an enterprise through a pattern of  
9 racketeering activity, in violation of 18 U.S.C. § 1962(c), as described herein.

10 396. Each Plaintiff is a “person” within the meaning of 18 U.S.C. § 1961(3), and has  
11 standing to sue under 18 U.S.C. § 1964(c) because they were and are injured in their business  
12 and/or property “by reason of” the RICO violations described herein.

13 397. Plaintiffs demand all applicable relief as set forth in Plaintiffs’ Prayer for Relief.

14 **The Enterprise:**

15 398. Section 1961(4) defines an enterprise as “any individual, partnership corporation,  
16 association, or other legal entity, and any union or group of individuals associated in fact  
17 although not a legal entity.” 18 U.S.C. § 1961(4).

18 399. RICO Defendants form an association-in-fact for the common and continuing  
19 purpose described herein and constitute an enterprise within the meaning of 18 U.S.C. § 1961(4)  
20 engaged in the conduct of their affairs through a continuing pattern of racketeering activity. The  
21 members of the enterprise functioned as a continuing unit with an ascertainable structure  
22 separate and distinct from that of the conduct of the pattern of racketeering activity. There may  
23 also be other members of the enterprise who are currently unknown to Plaintiffs.

24 400. Alternatively, each of the RICO Defendants is a corporation, company, or other legal  
25 entity, and therefore an enterprise within the meaning of 18 U.S.C. § 1961(4).

26 401. The enterprise functioned as a continuing unit to achieve shared goals through  
27 unlawful means, including the following: (1) to preserve and enhance the market for its social  
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1 media platforms and RICO Defendants' own profits, regardless of the truth, the law, or the health  
2 consequences to the American people, including Plaintiffs' students and the communities  
3 Plaintiffs serve; (2) to deceive consumers, especially children, adolescents, and teenagers into  
4 using their platforms by falsely maintaining that there is doubt as to whether their platforms are  
5 responsible for the apparent mental or emotional health consequences to children, adolescents,  
6 and teenagers, despite that RICO Defendants knew otherwise; (3) to deceive consumers,  
7 especially children, adolescents, and teenagers, into using their platforms by falsely maintaining  
8 that RICO Defendants could mitigate the mental or emotional health consequences to children,  
9 adolescents, and teenagers, despite that RICO Defendants knew that these negative consequences  
10 were inherent to its platforms' features and technology; (4) to deceive consumers, especially  
11 children, adolescents, and teenagers, into becoming or staying addicted to their platforms by  
12 maintaining that their platforms were not addictive or that any addictive consequences could be  
13 mitigated, despite the fact that RICO defendants knew that their platforms were inherently  
14 addictive by design; (5) to deceive consumers, particularly children, adolescents, and teenagers,  
15 by claiming that they did not market to children, adolescents, and teenagers, while engaging in  
16 marketing and manipulation of their platform algorithms with the intent of causing children,  
17 adolescents, and teenagers to engage in excessive use of their platforms, regardless of the health  
18 or safety concerns; and (6) to deceive consumers about the mental and emotional health risks to  
19 children, adolescents, and teenagers associated with RICO Defendants' platforms, including that  
20 their platforms were intentionally and deliberately designed to target children, adolescents, and  
21 teenagers and to encourage excessive and harmful behavior, and that RICO Defendants had the  
22 ability to manipulate and did manipulate their platforms to be highly addictive, and that RICO  
23 Defendants targeted children, adolescents, and teenagers specifically.

24 402. The enterprise has pursued a course of conduct of deceit and misrepresentation and  
25 conspiracy to make misrepresentations to the public, to withhold from the public facts material to  
26 the decision to use or permit children, adolescents, and teenagers to use RICO Defendants'  
27 platforms, to promote and maintain sales from RICO Defendants' platforms, and the profits

1 derived therefrom, as well as to shield themselves from public, judicial, and governmental  
2 scrutiny.

3 403. Each enterprise has engaged in, and its activities have affected, foreign and interstate  
4 commerce.

5 **Pattern of Racketeering Activity:**

6 404. RICO Defendants, each of whom are persons associated with, or employed by, the  
7 enterprise, did knowingly, willfully and unlawfully conduct or participate, directly or indirectly  
8 in the affairs of the enterprise through a pattern of racketeering activity within the meaning of 18  
9 U.S.C. § 1961(1), 1961(5), and 1962(c). The racketeering activity was made possible by each  
10 RICO Defendant's regular and repeated use of the facilities and services of the enterprise. Each  
11 RICO Defendant had the specific intent to engage in the substantive RICO violations alleged  
12 herein.

13 405. RICO Defendants controlled the resources and instrumentalities of the enterprise and  
14 used that control to perpetrate numerous misleading schemes involving the use of mail and  
15 wires. Foremost, separate and apart from their regular business dealings, RICO Defendants  
16 misled and continue to mislead the public on the mental health dangers for youth on their  
17 platforms.

18 406. RICO Defendants had the common purpose of preserving and enhancing the market  
19 for their platforms and for youth as consumers for RICO Defendants' own profits, regardless of  
20 the truth, the law, or the health consequences to the American people, including Plaintiffs'  
21 students and the communities Plaintiffs serve.

22 407. RICO Defendants deceived consumers to use RICO Defendants' platforms while  
23 concealing and/or suppressing the relevant findings and research. RICO Defendants deceived  
24 consumers, particularly parents and children, adolescents, and teenagers, by claiming that they  
25 did not market to children, adolescents, and teenagers, while engaging in marketing and  
26 manipulation of their platform algorithms with the intent of causing children, adolescents, and  
27

1 teenagers to engage in excessive use of their platforms, regardless of the health or safety  
2 concerns.

3 408.RICO Defendants achieved their common purpose through co-conspirators' actions  
4 in deceiving consumers, regulators, and the general public about the dangerous nature of their  
5 platforms. Through the enterprise, RICO Defendants engaged in a pattern of racketeering activity  
6 consisting of numerous acts of racketeering in the Northern District of California and elsewhere,  
7 including mail fraud and wire fraud, indictable offenses under 18 U.S.C. §§ 1341, 1343

8 409.RICO Defendants are each an enterprise that is engaged in and affects interstate  
9 commerce because the companies sold and continue to sell products across the United States, as  
10 alleged herein.

11 **Predicate Acts: Use of Mail and Wires to Mislead the Public in Violation of 18**  
12 **U.S.C. §§ 1341, 1343**

13 410.From a time unknown and continuing until the time of filing of this complaint, in the  
14 Northern District of California and elsewhere, RICO Defendants and others, known and  
15 unknown, did knowingly and intentionally devise and intend to devise a scheme and artifice to  
16 mislead, and obtain money and property from, members of the public by means of material false  
17 and misleading pretenses, representations, and promises, and omissions of material facts,  
18 knowing that the pretenses, representations, and promises, were false when made.

19 411.It was part of said scheme and artifice that the RICO Defendants would represent  
20 that their platforms pose no substantial risk of mental or emotional health concern to children,  
21 adolescents, and teenagers, and were not addictive, when in fact, their platforms did pose such  
22 risks, and that their platforms were intentionally and deliberately designed to target children,  
23 adolescents, and teenagers and encourage excessive and harmful behavior.

24 412.It was further part of said scheme and artifice that the RICO Defendants and their co-  
25 conspirators would and did maintain sales and profits of their platforms, by concealing, and  
26 suppressing material information regarding the mental and emotional health risks to children,  
27 adolescents, and teenagers associated with their usage, including that their platforms were  
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1 intentionally and deliberately designed to target children, adolescents, and teenagers and to  
2 encourage excessive and harmful behavior, and that they had the ability to manipulate and did  
3 manipulate their platforms to be highly addictive, and that RICO Defendants targeted children,  
4 adolescents, and teenagers specifically.

5 413. It was also part of said scheme and artifice that, in order to conceal the health risks of  
6 their platforms, RICO Defendants and their co-conspirators would and did make false  
7 representations and misleading statements to the public, and would and did falsely represent that  
8 Defendants would fund and conduct objective, scientific research, and disclose the results of  
9 such research, to resolve concerns about mental and emotional health related issues to youth, and  
10 would and did falsely represent that Defendants did not target children, adolescents, and  
11 teenagers, and did suppress and hide adverse research results, did misrepresent and fail to  
12 disclose their ability to manipulate and the manipulation of their platforms and their addictive  
13 qualities, and would and did misrepresent their actions to government personnel, and others.

14 414. It was further a part of said scheme and artifice that RICO Defendants and their co-  
15 conspirators would and did misrepresent, conceal, and hide and cause to be misrepresented,  
16 concealed, and hidden, the purpose of, and acts done in furtherance of, the scheme.

17 415. It was a further part of said scheme and artifice, and in furtherance thereof, that  
18 RICO Defendants would and did communicate with each other and with their co-conspirators  
19 and others, in person, by mail, and by telephone and other interstate and foreign wire facilities,  
20 regarding the true nature of their platforms and the mental and emotional health risks to children,  
21 adolescents, and teenagers.

22 416. It was further part of said scheme and artifice that RICO Defendants' made  
23 communications directed toward government officials and to the public in furtherance of their  
24 conspiracy to deceive the public by means of telephone, mail, internet, wire transmissions, and  
25 other forms of interstate commerce and communications.

26 417. For purposes of executing and attempting to execute that scheme and artifice, RICO  
27 Defendants and their co-conspirators would and did knowingly transmit and cause to be

1 transmitted in interstate and foreign commerce by means of wire, radio and television  
2 communication writings, signs, signals, pictures and sounds (collectively "transmissions") in  
3 violation of 18 U.S.C. §§ 1343.

4 418. For the purpose of executing and attempting to execute the scheme and artifice  
5 described herein, RICO Defendants and their co-conspirators would and did: knowingly place  
6 and cause to be placed in any post office or authorized depository for mail matter, matters and  
7 things to be sent and delivered by the United States Postal Service (and its predecessor, the  
8 United States Post Office Department); took and received therefrom such matters and things; and  
9 knowingly caused to be delivered by mail according to the direction thereon, and at the place at  
10 which it is directed to be delivered by the person to whom it is addressed, any such matter and  
11 thing, in violation of 18 U.S.C. § 1341.

12 **COUNT FIVE**

13 **CONSPIRACY TO CONDUCT THE AFFAIRS OF THE ENTERPRISE THROUGH**  
14 **A PATTERN OF RACKETEERING ACTIVITY**

15 **(18 U.S.C. § 1962)**

16 419. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 420. From a time unknown and continuing until the time of filing of this Complaint, in the  
18 Northern District of California and elsewhere, RICO Defendants and others known and unknown  
19 did unlawfully, knowingly and intentionally combine, conspire, confederate, and agree together  
20 with each other, and others whose names are both known and unknown, to conduct and  
21 participate, directly and indirectly, in the conduct of the affairs of the aforementioned enterprise,  
22 which was engaged in the activities of which affected, interstate and foreign commerce, through  
23 a pattern of activity consisting of multiple acts indictable under 18 U.S.C. §§ 1341 and 1343, in  
24 violation of 18 U.S.C. § 1962(d).

25 421. Each of the RICO Defendants agreed that at least two acts of racketeering activity  
26 would be committed by a member of the conspiracy in furtherance of the conduct of the  
27 enterprise. It was part of the conspiracy that RICO Defendants and their co-conspirators would  
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1 commit numerous acts of racketeering activity in the conduct of the affairs of the enterprise,  
2 including but not limited to, acts of racketeering set forth below.

3 422. From a time unknown and continuing until the time of filing of this complaint, in the  
4 Northern District of California and elsewhere, RICO Defendants and others known and unknown  
5 did knowingly and intentionally devise and intend to devise a scheme and artifice to mislead, and  
6 obtain money and property from, members of the public by means of material false and mislead  
7 pretenses, representations, and promises, and omissions of material facts, knowing that the  
8 pretenses, representations, and promises, were false when made.

9 423. It was part of said scheme and artifice that the RICO Defendants would represent  
10 that their platforms pose no substantial risk of mental or emotional health concern to children,  
11 adolescents, and teenagers, and were not addictive, when in fact, their platforms did pose such  
12 risks, and that their platforms were intentionally and deliberately designed to target children,  
13 adolescents, and teenagers and encourage excessive and harmful behavior.

14 424. It was further part of said scheme and artifice that RICO Defendants and their co-  
15 conspirators would and did maintain sales and profits of their platforms, by concealing, and  
16 suppressing material information regarding the mental and emotional health risks to children,  
17 adolescents, and teenagers associated with their usage, including that their platforms were  
18 intentionally and deliberately designed to target children, adolescents, and teenagers and to  
19 encourage excessive and harmful behavior, and that they had the ability to manipulate and did  
20 manipulate their platforms to be highly addictive, and that RICO Defendants targeted children,  
21 adolescents, and teenagers specifically.

22 425. It was further part of said scheme and artifice that, in order to conceal the health risks  
23 of their platforms, RICO Defendants and their co-conspirators would and did make false  
24 representations and misleading statements to the public, and would and did falsely represent that  
25 Defendants would fund and conduct objective, scientific research, and disclose the results of  
26 such research, to resolve concerns about mental and emotional health related issues to youth, and  
27 would and did falsely represent that Defendants did not target children, adolescents, and  
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1 teenagers, and would and did suppress and hide adverse research results, would and did  
2 misrepresent and fail to disclose their ability to manipulate and the manipulation of their  
3 platforms and their addictive qualities, and would and did misrepresent their actions to  
4 government personnel and others.

5 426. It was a further part of said scheme and artifice that RICO Defendants and their co-  
6 conspirators would and did misrepresent, conceal, and hide and cause to be misrepresented,  
7 concealed, and hidden, the purpose of, and acts done in furtherance of, the scheme.

8 427. It was a further part of said scheme and artifice, and in furtherance thereof, that  
9 RICO Defendants would and did communicate with each other and with their co-conspirators  
10 and others, in person, by mail, and by telephone and other interstate and foreign wire facilities,  
11 regarding the true nature of their platforms and the mental and emotional health risks to children,  
12 adolescents, and teenagers.

13 428. It was further part of said scheme and artifice that RICO Defendants' made  
14 communications directed toward government officials and to the public in furtherance of their  
15 conspiracy to deceive the public by means of telephone, mail, internet, wire transmissions, and  
16 other forms of interstate commerce and communications.

17 429. For purposes of executing and attempting to execute that scheme and artifice, RICO  
18 Defendants and their co-conspirators would and did knowingly transmit and cause to be  
19 transmitted in interstate and foreign commerce by means of wire, radio and television  
20 communication writings, signs, signals, pictures and sounds (hereinafter "transmissions") in  
21 violation of 18 U.S.C. § 1343.

22 430. For the purpose of executing and attempting to execute the scheme and artifice  
23 herein described, RICO Defendants and their co-conspirators would and did: knowingly place  
24 and cause to be placed in any post office or authorized depository for mail matter, matters and  
25 things to be sent and delivered by the United States Postal Service (and its predecessor, the  
26 United States Post Office Department); took and received therefrom such matters and things; and  
27 knowingly caused to be delivered by mail according to the direction thereon, and at the place at  
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1 which it is directed to be delivered by the person to whom it is addressed, any such matter and  
2 thing, in violation of 18 U.S.C. § 1341.

3 **VII. PRAYER FOR RELIEF**

4  
5 WHEREFORE, Plaintiff prays for judgment as follows:

6 431. Entering an Order that the conduct alleged herein constitutes a public nuisance  
7 under California law;

8 432. Entering an Order that Defendants are jointly and severally liable;

9 433. Entering an Order requiring Defendants to abate the public nuisance described  
10 herein and to deter and/or prevent the resumption of such nuisance;

11 434. Enjoining Defendants from engaging in further actions causing or contributing to  
12 the public nuisance as described herein;

13 435. Awarding equitable relief to fund prevention education and treatment for  
14 excessive and problematic use of social media;

15 436. Awarding actual and compensatory damages;

16 437. Awarding statutory damages in the maximum amount permitted by law;

17 438. Awarding reasonable attorneys' fees and costs of suit;

18 439. Awarding pre-judgment and post-judgment interest; and

19 440. Such other and further relief as the Court deems just and proper under the  
20 circumstances.

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**VIII. JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury.

DATED: May 8, 2023

Respectfully Submitted,

/s/James Frantz, Esq.  
CA Bar # 87492;  
jpf@frantzlawgroup.com

/s/William B. Shinoff, Esq.  
CA Bar # 280020;  
wshinoff@frantzlawgroup.com

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San Diego, CA 92101  
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*Attorneys for Plaintiff*  
**CLARKSVILLE-MONTGOMERY COUNTY  
SCHOOL SYSTEM**

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

William B. Shinoff/James P. Frantz, Frantz Law Group, APLC, 402 W. Broadway, Ste. 860, San Diego, CA 92101. P: 619.233.5945

DEFENDANTS

META PLATFORMS, INC.; FACEBOOK HOLDINGS, LLC; FACEBOOK OPERATIONS, LLC; META PLATFORMS TECHNOLOGIES, LLC; META PAYMENTS, INC.; INSTAGRAM, LLC; SICILYUS, INC.; SNAP, INC.; TIKTOK, INC.; BYTEDANCE, INC.; ALPHABET, INC.; GOOGLE, INC.; XXVII HOLDINGS, INC.; WHATSAPP, INC.; and YOUTUBE, LLC.

County of Residence of First Listed Defendant San Mateo, CA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for PTF and DEF for Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
18 U.S.C. § 1341; 18 U.S.C. § 1343; 18 U.S.C. § 1961; 18 U.S.C. § 1962; 18 U.S.C. § 1964; 28 U.S.C. § 1331; 28 U.S.C. § 1391;
Brief description of cause:
RICO

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE J. Gonzalez Rogers DOCKET NUMBER 22-md-03047-YGR

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 05/08/2023

SIGNATURE OF ATTORNEY OF RECORD

/s/ William Shinoff

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44**

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
  - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.



**Frantz Law Group**  
A Professional Law Corporation

## Social Media Litigation

### *Client Contact Information*

**Public Entity Name:** \_\_\_\_\_

**Public Entity Address:** \_\_\_\_\_

#### **Preferred Contact Information:**

Primary Contact Name: \_\_\_\_\_

Role: \_\_\_\_\_

Preferred email address: \_\_\_\_\_

Preferred phone number: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Role: \_\_\_\_\_

Preferred email address: \_\_\_\_\_

Preferred phone number: \_\_\_\_\_

**ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT**

Social Media Litigation

This ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT (“Agreement”) is entered into by and between \_\_\_\_\_ (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
  
2. **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates \_\_\_\_\_, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, Jade Koller and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. This is not intended to limit Attorneys’ option of delegating work to others as Attorneys deem appropriate.
  
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages arising from District’s students’ use of social media. The litigation will involve, among other steps, the preparation and filing of the District’s action, i.e., the lawsuit ("Action"). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.
  
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action, (b) proceedings before any federal or state administrative or governmental agency, department, or board, or (c) any other matter not expressly covered by this Agreement. With Client’s permission, however, Attorneys may elect to appear at administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

Twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, that is, the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- A. "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the parties adverse to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment. It is possible that payment to the Client by the adverse parties or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. The contingent fee is calculated, as described above, by multiplying the Gross Recovery by the fee percentage. The reimbursement of costs will be paid out of the initial payments, and the Attorneys' fees will be paid on a pro-rata basis as settlements are paid.

- B. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Attorneys are prevented from representing Client on a contingent fee basis, or Client discharges Attorneys before a recovery is obtained, Client agrees to pay the reasonable value of the services rendered. If the parties are unable to agree on the reasonable value of services rendered, Attorneys and Client agree that the fee will be determined via the procedures set forth in paragraph 9 below. In any event, the fee determined by arbitration shall not exceed twenty five percent (25%) of the Gross Recovery as defined in paragraph 5.

C. No General Fund Payments. Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from defendants in this litigation. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fee, common benefit fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, document management services, case administration/accounting fees and costs, and other similar items. ATTORNEYS may find it necessary to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees but outside independent contractors (e.g. JND, Archer, KCC). The costs/expenses incurred that Attorneys advance will be owed in addition to Attorneys' fees, and Client will reimburse those costs/expenses after Attorneys' fees have been deducted from any award/recovery. **If there is no award/recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is insufficient to reimburse Attorneys for all costs/expenses after the Attorney's fee has been deducted, Client will not be required to reimburse Attorneys for the shortfall.**

SHARED EXPENSES: Client understands that Attorneys may incur certain costs/expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. The division of expenses shall apply regardless of when Client retained Attorney such that costs/expenses incurred prior to Client joining the lawsuit will still be divided and a portion allocated to Client.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES AND COMMON BENEFIT COSTS:

Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or in California state court coordinated proceedings (JCCP's) or other state court proceedings, and perform work which benefits the various law firms as well as clients of other law firms involved in the same or related litigation. As a result, the court(s) where the cases are pending may order that Attorneys are to receive compensation for Attorneys' time and effort which has benefitted all claimants. This compensation is known as "Common Benefit Fees," and they are paid by the law firms directly and not from the clients' recovery. If Attorneys are awarded such fees, they will be credited against the contingency fee to be

paid by each Client on an equal basis.

In contrast to Common Benefit Fees, “Common Benefit Costs” are litigation costs to which all Clients contribute a limited portion of their recovery to reimburse expenses incurred to prosecute the lawsuits collectively.

7. LIEN. In the event any third-party attempts to lien any anticipated award/recovery or proceeds already recovered, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien in the amount of the Attorneys’ fees (or reasonable value of services) and costs that Attorneys are entitled to, and that such lien applies to any and all proceeds recovered or to be recovered. More generally, Attorneys shall have a lien against any anticipated recovery and/or actual recovery for Attorneys’ fees (or reasonable value of services) and costs

8. DISCHARGE AND WITHDRAWAL.

A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client or Client’s designee all evidence, files, and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client’s consent or for good cause. Good cause includes Client’s breach of this Agreement, Client’s refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any dispute arise between them, it must be mediated first, before any claims are filed. Specifically, any and all disputes, controversies or claims arising out of, or related to this Agreement and/or Attorneys’ representation of Client, including, but not limited to, claims of malpractice (collectively referred to herein as “Dispute” or “Disputes”), shall be submitted to mediation at the offices of Judicate West, San Diego, or Signature Resolution, in Los Angeles, California before a retired judge or other mediator affiliated with the selected organization, agreed to between the parties, and, if the parties cannot agree, before a retired judge selected by the organization who is hosting the mediation. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client and Attorneys will each pay one-half of the actual cost of the mediation, but each party will be

responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, fee disputes, among others, will be submitted to mandatory binding arbitration before Judicate West or Signature Resolution. By signing this Agreement, Client and Attorneys agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be heard in San Diego or Los Angeles, applying California law. Client is not waiving rights to arbitration for fee disputes before the San Diego County Bar Association.

10. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable for the proper handling of Client's claim, and Client expressly authorizes Attorneys to divide any Attorneys' fees that may eventually be earned with associated co-counsel.
  
11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of Attorneys' professional opinion.

**MULTIPLE REPRESENTATIONS:** Client understands that Attorneys do or will likely represent many other individuals/entities/school districts with claims that are similar or the same as Client's. Attorneys' representation of multiple Clients at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of one or more Clients may become inconsistent with the interests and objectives of other Clients. Attorneys are governed by specific rules of legal ethics regarding conflicts of interest that might arise from Attorneys simultaneous representation of multiple clients against the same or similar Defendants. Attorneys are required to advise Clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation of multiple Clients at the same time. It is difficult to foresee all possible circumstances in which Clients' interests might conflict. Nonetheless, by way of example only, one or more Clients might wish to settle the case under certain terms while others disagree, and such disagreement makes it difficult or impossible to settle the case. By signing this Agreement, Client acknowledges that it has been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of Client and other and that The District Clients, and that, nevertheless Client consents to such simultaneous representation. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

**WAIVER OF DISQUALIFICATION:** Under certain circumstances, including among others, when there is an irreconcilable conflict of interest among various Clients, Attorneys must, or it is prudent to, terminate the representation of one or more Clients. Should this occur for any reason, Client agrees that it will not seek to disqualify Attorneys from continuing to represent other Clients and/or from seeking new Clients about the same subject matter of the Action. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

12. AGGREGATE SETTLEMENTS: Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve the cases in a group or groups, by making a single settlement offer to settle a number of cases or all cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the relative strengths and weaknesses of each case, the severity and extent of injuries/losses, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions which may include Client's individual claim. Nonetheless, Client retains the right to approve, and Attorneys are required to obtain Client's approval of, any settlement of Client's case.

13. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Frantz Law Group, APLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
District Representative



## MEMORANDUM OAK RIDGE SCHOOLS

Marcia Wade  
21<sup>st</sup> CCLC Grant Director

To: Mr. Bruce Lay, Executive Director of School Leadership

From: Marcia Wade, 21<sup>st</sup> CCLC Grant Director

Subject: 21st Century Community Learning Center Grant

Date: September 14, 2022

The 21<sup>st</sup> Century Community Learning Center (CCLC) grant is used to support before and after school programming at Glenwood Elementary and Willow Brook Elementary. The grant is for 159, 405.79 and divided between our two sites. Funding is used to cover the costs of salaries, benefits, transportation, and materials.

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Wade, Marcia

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00:09:37

## Budget Overview

Oak Ridge (012) Public District - FY 2023 - 21st CCLC Remaining Funds - Rev 0 - CCLC Cohort 2019

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## Indirect Cost

Total Contributing to Indirect Cost	\$147,263.62
Indirect Cost Rate	6.66%
Maximum Allowed for Indirect Cost	\$9,787.86

Filter by Location: All - \$159,405.79 ▼

[Show Unbudgeted Categories](#)

Account Number	73300 - Community Services	99100 - Transfers Out	Total
<b>Line Item Number</b>			
105 - Supervisor / Director	39,250.00		39,250.00
116 - Teachers	37,730.00		37,730.00
169 - Part-time Personnel	4,005.00		4,005.00
189 - Other Salaries & Wages	42,970.00		42,970.00
201 - Social Security	7,569.61		7,569.61
204 - State Retirement	10,551.24		10,551.24
212 - Employer Medicare	1,770.31		1,770.31
399 - Other Contracted Services	2,653.00		2,653.00
429 - Instructional Supplies & Materials	2,617.46		2,617.46
504 - Indirect Cost		9,489.17	9,489.17
599 - Other Charges	800.00		800.00
<b>Total</b>	149,916.62	9,489.17	159,405.79
		<b>Adjusted Allocation</b>	159,405.79
		<b>Remaining</b>	0.00



**Mr. Bruce K. Lay, Executive Director of School Leadership**  
**OAK RIDGE SCHOOLS**  
304 New York Avenue  
Oak Ridge, TN 37830

To: Dr. Bruce Borchers, Superintendent Oak Ridge Schools  
From: Mr. Bruce Lay, Executive Director of School Leadership  
Subject: FY24 Public School Security Grant  
Date: August 31, 2023

The FY24 Public School Security Grant will be used to support a wide array of school safety efforts to include implementation of a district-wide Emergency Response System. Each campus will have the ability to initiate a Level 1 through Level 4 lockdown to include either a weather or fire alert. It will provide rapid and automated communication options that will contact all staff, administration and local law enforcement immediately. The grant is for \$193,837.09.



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## Budget

Oak Ridge (012) Public District - FY 2024 - Public School Security Grant - Rev 0 - Public School Security Grant

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[View All](#) Account Number

<a href="#">View</a>	71100 - Regular Instruction Program
<a href="#">View</a>	72130 - Other Student Support
<a href="#">View</a>	72210 - Support Services/Regular Instruction Program
<a href="#">View</a>	72620 - Maintenance of Plant

	Total
	\$0.00
	\$100,000.00
	\$0.00
	\$93,837.09
<b>Total</b>	<b>\$193,837.09</b>
<b>Adjusted Allocation</b>	<b>\$193,837.09</b>
<b>Remaining</b>	<b>\$0.00</b>

Lay, Bruce

<b>Production</b>
Session Timeout
<b>00:29:50</b>



## MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education

DATE: 9/11/23

SUBJECT: Item for Action: Approval of Math Implementation Support Grant

I recommend the board approval of the FY24 Math Implementation Support Grant award through the Tennessee Department of Education totaling \$73,250.00. Oak Ridge Schools will contract with a state-approved one-on-one implementation support provider to address district-specific needs with the implementation of mathematics high-quality instructional materials. These funds represent the final year of a two-year program through TDOE.



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## Budget Overview

Oak Ridge (012) Public District - FY 2024 - Math Implementation Support Grant - Rev 0 - Math Implementation Support Grant

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Filter by Location: All - \$73,250.00 ▼  
[Show Unbudgeted Categories](#)

Account Number	72210 - Support Services/Regular Instruction Program	Total
<b>Line Item Number</b>		
399 - Other Contracted Services	73,250.00	73,250.00
<b>Total</b>	<b>73,250.00</b>	<b>73,250.00</b>
	<b>Adjusted Allocation</b>	<b>73,250.00</b>
	<b>Remaining</b>	<b>0.00</b>

McFall, Elizabeth

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00:29:58

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TN Department of Education | Andrew Johnson Tower | 710 James Robertson Parkway | Nashville, TN 37243 | (629) 395-4684 | [ePlan.Help@tn.gov](mailto:ePlan.Help@tn.gov)



## MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education

DATE: 9/11/23

SUBJECT: Item for Action: Approval of the HQIM Literacy Implementation Networks grant award

I recommend the board approval of the FY24 HQIM Literacy Implementation Networks grant award through the Tennessee Department of Education totaling \$83,000.00. TNTP will support Oak Ridge Schools, specifically Robertsville Middle School, in the effective implementation of high-quality instructional materials. TNTP will engage in learning walks with the RMS leadership team to identify areas of strength and areas of opportunity as teachers implement the Guidebooks and Amplify curricula. These funds represent the first year of a two-year program through TDOE.



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### Budget Overview

Oak Ridge (012) Public District - FY 2024 - HQIM Literacy Implementation Networks - Rev 0 - Participant Literacy Network

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Filter by Location: All - \$83,000.00  
[Show Unbudgeted Categories](#)

Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
<b>Line Item Number</b>			
399 - Other Contracted Services	0.00	73,000.00	73,000.00
429 - Instructional Supplies & Materials	6,000.00	0.00	6,000.00
524 - In-Service / Staff Development	0.00	4,000.00	4,000.00
<b>Total</b>	6,000.00	77,000.00	83,000.00
		<b>Adjusted Allocation</b>	83,000.00
		<b>Remaining</b>	0.00

McFall, Elizabeth

**Production**  
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**00:29:52**

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OAK RIDGE SCHOOLS  
304 NEW YORK AVENUE  
OAK RIDGE, TN 37830

Telephone: (865) 425-9026  
Fax: (865) 425-9061

*Dr. Larrissa Henderson*  
*Director of Pupil Services*  
Email: lhenderson@ortn.edu

## MEMORANDUM

**Dr. Larrissa Henderson**

**Director of Pupil Services**

**TO: Board of Education**

**DATE: September 18, 2023**

**SUBJECT: Item for Action: Approval of FY24 – ARP Homeless 2.0 Grant**

I recommend the board approval of the FY24 ARP Homeless 2.0 Grant award through the Tennessee Department of Education totaling \$45, 518.53. These funds provide hotel accommodations for three consecutive nights of stay, gas for parent transportation of homeless students, food, clothing, and school supplies for homeless students. This is the final year for these federal funds.

Budget

Oak Ridge (012) Public District - FY 2024 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0

Account Number	Total
71100 - Regular Instruction Program	\$0.00
72120 - Health Services	\$5,800.00
72130 - Other Student Support	\$39,718.53
72210 - Support Services/Regular Instruction Program	\$0.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$0.00
73100 - Food Service	\$0.00
99100 - Transfers Out	\$0.00
<b>Total</b>	<b>\$45,518.53</b>
<b>Adjusted Allocation</b>	<b>\$45,518.53</b>
<b>Remaining</b>	<b>\$0.00</b>



**Oak Ridge Schools**  
TEACHING AND LEARNING

## MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education

DATE: 9/7/23

SUBJECT: Item for Action: Purchase of RedBird Flight Simulators

I recommend board approval to purchase three RedBird flight simulators for the aviation flight courses at Oak Ridge High School. These 3 simulators include all hardware for flight simulation and include real-world global information about airports, runways, enroute and terminal waypoints, VHF nav aids, airways, instrument approaches (including WAAS), departure procedures (SIDs), arrival procedures (STARs), and airspace frequencies. This includes computer upgrades for all AATD's as well as all extended warranties and service plans as Redbird is the only provider of the required software for the operation of these FAA-approved training devices. FY24 Innovative Schools Model grant funds will be used to purchase these flight simulators.



Date: September 7, 2023

To: Kelly Williams, Executive Director of Teaching and Learning

From: Holly Cross, Supervisor of College, Career, and Technical Education

**Subject: Approval of Purchase of RedBird Flight Simulators**

I recommend the Oak Ridge Schools Board of Education approve the purchase of 3 RedBird flight simulators for the aviation flight classes at Oak Ridge High School.

Supporting documentation is attached.

A handwritten signature in black ink that reads "Holly Cross". The signature is written in a cursive style with a long, sweeping underline.

Thank you,  
Holly Cross

# Oak Ridge Schools Competitive Quote Sheet

Vendor Name		Redbird Flight			FlyElite			FlyThisSim		
Item	Description	QTY	Unit Price	Total Price	QTY	Unit Price	Total Price	QTY	Unit Price	Total Price
	Interchangeable, desk-mounted BATD. Includes RD1 Rudder Pedals	3	\$ 7,999.00	\$ 23,997.00		\$ -	\$ -		\$ -	\$ -
	TD/TD2 Steam Panel	2	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
	TD/TD2 G1000 Panel	1	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
	Custom Built Table for the TD & TD2 Simulators	3	\$ 629.00	\$ 1,887.00		\$ -	\$ -		\$ -	\$ -

	Includes monitors, brackets cables and hardware only. Upgrading system must have compatible upper and CPU	3	\$ 1,695.00	\$ 5,085.00		\$ -	\$ -		\$ -	\$ -
	Redbird Alloy RD1 Rudder Pedals	3	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
	Instructors Station Software for Redbird Desktop Simulators (Enabling IN-Flight Modifications to Weather Setting, Flight Position/relocation, Systems and Controls Failuars etc)	3	\$ 495.00	\$ 1,485.00		\$ -	\$ -		\$ -	\$ -
	USB WIFI Adapter for Redbird Desktop Devices	3	\$ 39.99	\$ 119.97		\$ -	\$ -		\$ -	\$ -
	Real-world Global Informaiton about airparts, runways, enroute and terminal waypoints, VHF nav aids, airways, instrument approahes (including WAAS), departure procedures (SIDs), arrival procedures (STARs), and Airspace Frequencies	3	\$ 495.00	\$ 1,485.00		\$ -	\$ -		\$ -	\$ -

	LTL Freight/Ground Shipping Cost (FedEX Economy)	1	\$ 690.00	\$ 690.00		\$ -	\$ -		\$ -	\$ -
	EAA Member Discount	1	\$(1,500.00)	\$ (1,500.00)		\$ -	\$ -		\$ -	\$ -
	<a href="#">PI135 Desktop &amp; Professional BATD Description</a>		\$ -		3	#####	\$ 59,700.00		\$ -	\$ -
	<a href="#">Touchtrainer VM</a>		\$ -			\$ -		3	#####	\$ 37,500.00
	Shipping & Handling:									
	Subtotal:			\$ 33,248.97			\$ 59,700.00			\$ 37,500.00
	Education Discount:									
	<b>TOTAL:</b>			\$ 33,248.97			\$ 59,700.00			\$ 37,500.00



301 Vista Ridge Drive, Suite 300  
 Kyle, TX 78640

P: (512) 301-0718  
 F: (512) 301-0770

Proposal Number P-2308-15215  
 Created Date 8/28/2023  
 Expiration Date 9/30/2023  
 Prepared By Alex DeBlaze

Bill To Name Oak Ridge Schools  
 Bill To 304 New York Avenue  
 Oak Ridge, Tennessee 37830  
 United States

Ship To Name Oak Ridge Schools  
 Ship To 1450 Oak Ridge Turnpike  
 Oakridge Schools TCC  
 Oak Ridge, Tennessee 37830  
 United States

Product	Line Item Description	Quantity	Sales Price	Total Price
TD - Interchangeable	Interchangeable, desk-mounted BATD. Includes RD1 Rudder Pedals	3.00	\$7,999.00	\$23,997.00
TD/TD2 - Steam Panel	TD/TD2 Steam Panel	2.00	\$0.00	\$0.00
TD/TD2 - G1000 Panel	TD/TD2 G1000 Panel	1.00	\$0.00	\$0.00
TD/TD2 Table	Custom built table for the TD and TD2 simulators	3.00	\$629.00	\$1,887.00
Horizon - Monitor Expansion Kit for TD/TD2	Includes monitors, brackets, cables and hardware only. Upgrading system must have a compatible upper and CPU.	3.00	\$1,695.00	\$5,085.00
RD1 Rudder Pedals	Redbird Alloy RD1 rudder pedals	3.00	\$0.00	\$0.00
Instructors Station Software	Instructors Station Software for Redbird Desktop Simulators (Enabling In-Flight Modifications to Weather settings, Flight position/relocation, Systems and controls failures etc)	3.00	\$495.00	\$1,485.00
Wireless Adapter	USB WIFI Adapter for Redbird Desktop Devices	3.00	\$39.99	\$119.97
RealNav Professional - Annual Subscription - 4 Cycles	Real-world global information about airports, runways, enroute and terminal waypoints, VHF nav aids, airways, instrument approaches (including WAAS), departure procedures (SIDs), arrival procedures (STARs), and airspace frequencies	3.00	\$495.00	\$1,485.00
Shipping	LTL Freight/Ground Shipping Costs (FedEx Economy)	1.00	\$690.00	\$690.00
Discount	EAA Member Discount (EAA Member ID Needed)	1.00	-\$1,500.00	-\$1,500.00

Grand Total \$33,248.97

#### Payment Terms

Payment is due in full upon receipt of goods and final invoice



Oak Ridge Schools  
1450 Oak Ridge Turnpike  
Oak Ridge, Tennessee 37830

September 6th, 2023

To whom it may concern,

This letter serves to notify you that Redbird Flight Simulations, Inc. is the sole provider and manufacturer of Redbird simulators and flight training devices, including the MCX, FMX, SD, LD, Xwind, TD, TD2, Jay, and Jay Velocity. All Redbird simulators, aircraft expansion kits, upgrades and peripherals are sold directly from the factory to the customer. This includes Computer Upgrades for all AATD's as well as all Extended Warranties and Service Plans as Redbird is the only provider of the required software for the operation of these training devices.

Regards,

*Alex DeBlaze*

Alex DeBlaze  
Sales Representative  
Redbird Flight Simulations, Inc.

301 Vista Ridge Drive Suite #300  
Kyle, TX 78640  
512-301-0718

[info@redbirdflight.com](mailto:info@redbirdflight.com)

## Tammy Souza

---

**From:** Holly Cross  
**Sent:** Thursday, September 7, 2023 10:33 PM  
**To:** Tammy Souza  
**Subject:** Fwd: [EXTERNAL] Re: Flyelite.swiss Quote Request Form  
**Attachments:** Technical\_Offer\_PI135\_Professional\_BATD.pdf

Looks like pricing starts at 19,900 on these.

Sent from my iPhone

Begin forwarded message:

**From:** Christopher - Elite Simulators <c.reville@flyelite.ch>  
**Date:** September 7, 2023 at 5:25:51 PM EDT  
**To:** Holly Cross <HCross@ortn.edu>  
**Subject:** [EXTERNAL] Re: Flyelite.swiss Quote Request Form

**WARNING: This email originates from an external source. Do not open any links or attachments unless you recognize and trust the sender. Click the 'Report Phishing' button above if this message is suspicious.**

Hi Holly,

Thanks a lot for your inquiry with ELITE ! Please find attached our documentation about the PI-135 BATD. This device comes either as a Desktop version or a Pro version with a stand, three screens, an adjustable instructor station, a platform and an adjustable seat. Both variants have dynamic control loading on the yoke, and industrial spring loaded pedals.

A replica GTN750 is also included, to match the most recent aircraft equipment.

We also have AATDs, with G1000 replicas : <https://flyelite.com/pi-1000-professional/> if that is useful to you.

Pricing starts at 19'900USD excluding taxes and shipping for the desktop version.

Let me know if you have any questions, and I'm happy to edit you a quote if needed for the device. I'll just need some info about the address etc...

Thanks a lot !

Christopher

Le jeu. 7 sept. 2023 à 22:47, WordPress <[wordpress@flyelite.com](mailto:wordpress@flyelite.com)> a écrit :

From: Holly J Cross <[hcross@ortn.edu](mailto:hcross@ortn.edu)>  
Subject: Quote Request Form

Message Body:

Name: Holly J Cross  
Flight School Name: Oak Ridge High School with AvZ Flight Academy  
City & Country: Oak Ridge  
Phone Number: 8655996403  
Level of certification: FAA 141 School

Simulator Model: PI-135 Pro BATD

Note:

No additional notes.

Anti Spam Question:

water

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This e-mail was sent from a contact form on ELITE Simulation Solutions (<https://flyelite.com>)

Part Of The Meiya Group Global Family :  
(<http://meiyagroup.com/>)

Support (<https://flythissim.freshdesk.com/support/home>) Find a TouchTrainer ([../..../find-touchtrainer.html](https://flythissim.com/..../find-touchtrainer.html))

FTS Shop (<https://flythissim.myshopify.com/>)

Home ([../..../index.html](https://flythissim.com/..../index.html)) > Simulators ([../..../products/fixed-wing-flight-simulators/touchtrainer-sd.html](https://flythissim.com/..../products/fixed-wing-flight-simulators/touchtrainer-sd.html)) > TouchTrainer Visual Motion



## AFFORDABLE VISUAL MOTION SIMULATOR

### OVERVIEW

Engineered to enable IFR, VFR, aircraft systems, procedural and emergency training with the best price/performance. The VM can host all of the aircraft we simulate with two touchscreens devoted to aircraft specific instrumentation. The 100 degree wide by 70 degree deep VM visual system is the widest and deepest available in its class as well as being fast, smooth and detailed. The VM is very popular product for home and flight school use because of its versatility and very impressive 32 square feet of visual display in a **home** ([../..../why-touchtrainers/is-touchtrainer-simulator-for-me/current-pilots.html](https://flythissim.com/..../why-touchtrainers/is-touchtrainer-simulator-for-me/current-pilots.html)), **hangar** or **flight school** ([../..../why-touchtrainers/is-touchtrainer-simulator-for-me/flight-schools.html](https://flythissim.com/..../why-touchtrainers/is-touchtrainer-simulator-for-me/flight-schools.html))

Top



\$12,500

Buy Online

(<https://flythissim.myshopify.com/products/touchtrainer-vm>)

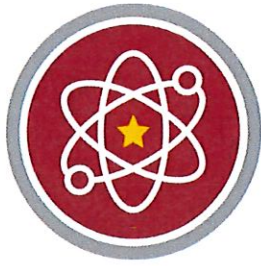
Talk To FTS

([../../Sales-Contact.html](https://flythissim.com/..../Sales-Contact.html))

## TOUCHTRAINER VM FEATURES

The TouchTrainer VM is a high performance, FAA approved BATD desk based flight simulator complete with all software and physical controls, screens, computer, desk, and assembly tools that is a true turnkey system for your home, hangar or flight school. With a total of five screens, three 55 inch HD monitors for the visual and two for instrumentation, you can maintain situational awareness without having to share a screen with the outside view. The large vertical extent of the monitors allowing a true 1:1 representation of pitch and roll making this simulator very easy to fly and especially useful for practicing the control of aircraft attitudes and slow flight. The TouchTrainer VM is the perfect tool learn aircraft control skills to keep you confident and safe as a pilot.

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# Oak Ridge

SCHOOLS

Maintenance and Operations

## OFFICE OF MAINTENANCE AND OPERATIONS

**DATE: September 7, 2023**

**TO: Bruce Lay, Executive Director of School Leadership**

**FROM: Allen Thacker, Director of Maintenance and Operations**

**SUBJECT: Camera, Access Control, and Server Purchase for District Security Systems**

Mr. Lay,

I am recommending that the Oak Ridge Schools Board of Education approve the purchase of cameras, access control equipment, and new servers for the district security systems from Systems Integrations LLC in the amount of \$87,426.03. This equipment will replace or add to existing security systems throughout the district. The purchase is based on a piggyback contract discount with Bedford County Schools (BCS contract 21-23). Installation of the equipment will be by Systems Integrations, ORS Maintenance and Operations, and the servers will be installed by the district IT department.

Funding for this purchase is from the 2024 Public Schools Security Grant.

Thank you,

Allen Thacker,

Director of Maintenance and Operations

### **Maintenance Office**

100 Woodbury, Oak Ridge, TN 37830

(865) 425-3171

[www.ortn.edu](http://www.ortn.edu)



Prepared by:

**System Integrations, Inc.**

Trey Dickson

615.449.2944

Fax 615-443-4454

tdickson@si-tn.com

**system**  
INTEGRATIONS

Prepared for:

**Oak Ridge Schools**

Prepared by:

**Trey Dickson**

**We have prepared a quote for you**

**CCTV - Safe Schools Cameras 2024**

Quote # 006623

Version 1



# Oak Ridge Schools

## CCTV - Safe Schools Cameras 2024

www.system-integrations.com

M: 865.719.2400  
E: tdickson@si-tn.com

### Safe Schools Cameras 2024

Quantity	Vendor Part #	Description	MSRP	Cost	Ext. Price
8	12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	\$1330.42	\$1,051.03	\$8,408.24
5	H5A-FE-MT-NPTA1	NPT Adapter For H5A Fisheye Dome Camera (H5A-FE-DO)	\$70.80	\$55.93	\$279.65
5	CM-MT-WALL1	Pendant wall arm for H4 Fisheye (needs H4F-MT-NPTA1); H4SL (needs H4SL-MT-NPTA1); H4 PTZ or H3-xMH-DP-B cameras.	\$94.84	\$74.92	\$374.60
1	26C-H5PRO-B	6.25K (26 MP) H5 Pro Camera. Lens and housing not included.	\$10620.19	\$8,389.95	\$8,389.95
1	LEF247028TA2	Tamron 24-70mm f/2.8 VC Lens for Pro Cameras	\$2601.85	\$2,055.46	\$2,055.46
1	ES-HD-CWS-LG	Large Format Enclosure for Avigilon HD IP Professional Cameras with 12VDC/24VDC Vented Cooler, Wall Bracket and Sunshield. Maximum combined camera and lens length is 12.8" (32.5 cm).	\$578.44	\$456.97	\$456.97
1	ES-HD-MNT-POLE-MD	Medium pole mount for pole diameter 80mm (3 in) to 150mm (5.9 in). Compatible with wall arm included with for ES-HD-HWS-SM; ES-HD-HWS; ES-HD-CWS; ES-HD-HWS-LG; ES-HD-CWS-LG or ES-HD-LP-HS enclosures when used in conjunction with ES-HD-MNT-PLATE. Up to two	\$219.81	\$173.65	\$173.65
3	2.0C-H6M-D1-IR	2.0 MP; H6 Mini Dome Camera; WDR; LightCatcher; Day/Night; 2.9mm f/2.0; IR	\$441.00	\$348.39	\$1,045.17
2	8.0C-H5A-FE-DO1-IR	8.0 MP; H5A Fisheye Dome Camera; LightCatcher; Day/Night; WDR; 1.41mm f/2.0; Next-Generation Analytics; Integrated IR	\$896.59	\$708.31	\$1,416.62
14	ACC7-ENT	ACC 7 Enterprise camera channel	\$316.51	\$250.04	\$3,500.56
<b>Subtotal:</b>					<b>\$26,100.87</b>

## CCTV - Safe Schools Cameras 2024



**Prepared by:**  
**System Integrations, Inc.**  
Trey Dickson  
615.449.2944  
Fax 615-443-4454  
tdickson@si-tn.com

**Prepared for:**  
**Oak Ridge Schools**  
100 Woodbury Lane  
Oak Ridge, TN 37830  
Allen Thacker  
(865) 425-3171  
rthacker@orn.edu

**Quote Information:**  
**Quote #: 006623**  
Version: 1  
Delivery Date: 08/25/2023  
Expiration Date: 09/22/2023  
Contract #:

### Quote Summary

Description	Amount
Safe Schools Cameras 2024	\$26,100.87
<b>Total:</b>	<b>\$26,100.87</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### System Integrations, Inc.

### Oak Ridge Schools

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Trey Dickson

Name: Allen Thacker

Title: Account Executive

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

Date: 08/25/2023



**Prepared by:**  
**System Integrations, Inc.**  
Trey Dickson  
615.449.2944  
Fax 615-443-4454  
tdickson@si-tn.com

**system**  
INTEGRATIONS

Prepared for:  
**Oak Ridge Schools**

Prepared by:  
**Trey Dickson**

**We have prepared a quote for you**

**CCTV - Safe Schools Servers 2024**

Quote # 006599  
Version 1



**NVR5 Option**

Quantity	Vendor Part #	Description	MSRP	Cost	Ext. Price
2	NVR5-STD-64TB-	NVR5 Standard;Education Series 64TB RAID6; no OS	\$20223.00	\$15,976.17	\$31,952.34
2	NVR5-STD-WARR-	WARRANTY;UPG 2 NBD;NVR5 STD;EDU	\$2835.50	\$2,240.04	\$4,480.08
2	NVR5-STD-10GBE	KIT;X710;10G-SFP+ OCP;DP;NVR5 STD	\$763.54	\$603.20	\$1,206.40
<b>Subtotal:</b>					<b>\$37,638.82</b>

**NVR5 64TB hardware upgrades**

Quantity	Vendor Part #	Description	MSRP	Cost	Ext. Price
2	NVR5-RAM-16GB-A	KIT; 2x8GB; NVR5 STD;PRM<=224TB	\$1590.00	\$1,256.10	\$2,512.20
2	NVR5-STD-2NDCPU	KIT; 2nd CPU; 2x8GB; NVR5 STD	\$3258.39	\$2,574.13	\$5,148.26
<b>Subtotal:</b>					<b>\$7,660.46</b>

**Existing Server upgrades**

Quantity	Vendor Part #	Description	MSRP	Cost	Ext. Price
2	NVR4X-STD-10GBE	Low Profile Network Card; DP 10G-SFP+; NVR4X STD	\$763.54	\$603.20	\$1,206.40
4	NVR5-RAM-16GB-A	KIT; 2x8GB; NVR5 STD;PRM<=224TB	\$1590.00	\$1,256.10	\$5,024.40
2	NVR5-STD-10GBE	KIT;X710;10G-SFP+ OCP;DP;NVR5 STD	\$763.54	\$603.20	\$1,206.40
<b>Subtotal:</b>					<b>\$7,437.20</b>

## CCTV - Safe Schools Servers 2024



**Prepared by:**  
**System Integrations, Inc.**  
Trey Dickson  
615.449.2944  
Fax 615-443-4454  
tdickson@si-tn.com

**Prepared for:**  
**Oak Ridge Schools**  
100 Woodbury Lane  
Oak Ridge, TN 37830  
Allen Thacker  
(865) 425-3171  
rthacker@ortn.edu

**Quote Information:**  
**Quote #: 006599**  
Version: 1  
Delivery Date: 08/24/2023  
Expiration Date: 09/19/2023  
Contract #:

### Quote Summary

Description	Amount
NVR5 Option	\$37,638.82
NVR5 64TB hardware upgrades	\$7,660.46
Existing Server upgrades	\$7,437.20
<b>Total:</b>	<b>\$52,736.48</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### System Integrations, Inc.

### Oak Ridge Schools

Signature: \_\_\_\_\_  
Name: Trey Dickson  
Title: Account Executive  
Date: 08/24/2023

Signature: \_\_\_\_\_  
Name: Allen Thacker  
Date: \_\_\_\_\_



Prepared by:

**System Integrations, Inc.**

Trey Dickson  
615.449.2944  
Fax 615-443-4454  
tdickson@si-tn.com

**system**  
INTEGRATIONS

Prepared for:

**Oak Ridge Schools**

Prepared by:

**Trey Dickson**

We have prepared a quote for you

**Project - Vestibule between Secret  
City/CTE**

Quote # 006598  
Version 1



Oak Ridge Schools  
Project - Vestibule between Secret City/CTE

www.system-integrations.com

M: 865.719.2400  
E: tdickson@si-tn.com

Vestibule between Secret City/CTE Budget

Quantity	Vendor Part #	Description	MSRP	Cost	Ext. Price
1	AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CONMR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks	\$948.78	\$749.54	\$749.54
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$1551.46	\$1,225.65	\$1,225.65
2	AC-MER-CON-MR52-S3B	HID Mercury MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	\$880.89	\$695.90	\$1,391.80
2	AC-HID-READ-ICLASS-SE-RP40	RP40 Standard wall switch reader; Wiegand; HID Prox, AWID and EM4102 (32 bits); iCLASS Seos, SE, SR, Standard; MIFARE Classic (SIO)	\$380.46	\$300.56	\$601.12
1	1006/630	Electric Strikes - Recessed Mount	\$700.00	\$490.00	\$490.00
1	9600-612	Grade 1 Electric Strike, Fail Safe/Fail Secure, 12/24 VDC, Surface Mounted, 3/4" Thickness, Satin Bronze Finish	\$695.00	\$486.50	\$486.50
2	Service - Fixed Fee	Cable Installation - Security cable per run	\$250.00	\$250.00	\$500.00
2	Service - Fixed Fee	Installations (Contacts, Rex Button, Rex sensor)	\$250.00	\$250.00	\$500.00
2	Service - Fixed Fee	Installations of Panic bar (Rim Latch)	\$125.00	\$125.00	\$250.00
2	Service - Fixed Fee	Door Surveys (hourly) - Pre install documentation and post install documentation of access doors. As-built prints.	\$50.00	\$50.00	\$100.00
200	F4CAC-COMP	Access Control cable Plenum	\$0.84	\$0.84	\$168.00
2	Service - Fixed Fee	Project Management	\$75.00	\$75.00	\$150.00
1	Service - Fixed Fee	Project Commissioning	\$85.00	\$85.00	\$85.00
1	Gen Materials -	Conduit or Raceway (If needed)	\$0.00	\$200.00	\$200.00
<b>Subtotal:</b>					<b>\$6,897.61</b>

Camera

Quantity	Vendor Part #	Description	MSRP	Cost	Ext. Price
1	12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	\$1330.42	\$1,051.03	\$1,051.03
1	ACC7-ENT	ACC 7 Enterprise camera channel	\$316.51	\$250.04	\$250.04
2	Service - Fixed Fee	Service - Fixed Fee	\$85.00	\$85.00	\$170.00
1	Gen Materials -	CAT 6 ASSEMBLY, INSTALLED, PAN/GEN, GRAY	\$0.00	\$220.00	\$220.00
<b>Subtotal:</b>					<b>\$1,691.07</b>

## Project - Vestibule between Secret City/CTE



**Prepared by:**  
**System Integrations, Inc.**  
Trey Dickson  
615.449.2944  
Fax 615-443-4454  
tdickson@si-tn.com

**Prepared for:**  
**Oak Ridge Schools**  
1440 Oak Ridge Turnpike  
Bldg G  
Oak Ridge, TN 37830  
Allen Thacker  
(865) 425-3171  
rthacker@ortn.edu

**Quote Information:**  
**Quote #: 006598**  
Version: 1  
Delivery Date: 08/22/2023  
Expiration Date: 09/19/2023  
Contract #:

### Quote Summary

Description	Amount
Vestibule between Secret City/CTE Budget	\$6,897.61
Camera	\$1,691.07
<b>Total:</b>	<b>\$8,588.68</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### System Integrations, Inc.

### Oak Ridge Schools

Signature: \_\_\_\_\_  
Name: Trey Dickson  
Title: Account Executive  
Date: 08/22/2023

Signature: \_\_\_\_\_  
Name: Allen Thacker  
Date: \_\_\_\_\_



# Contract Renewal Document

To: System Integrations, Inc.  
Attention: Derrick Ledford  
233 Legend Drive, Suite 100  
615-449-2944

From: Bedford County Board of Education  
Ryan Womack

For: Erate Good and Services Low Voltage Contract 21-23  
Date: June 16, 2023

This is the renewal of a cabling contract between Bedford County Schools and System Integrations. The terms of this agreement are as specified in the Bedford Bid 21-23. This document will supercede the BCBOE Bid 21-23 should they conflict.

**Contract Offerings:**

- o Vendor products – per RFP award Bid 21-23
- o Vendor services – per RFP award Bid 21-23

**Contract Term:**

Exercise the first Annual Renewal Option per initial contract documentation.

**Contract Participation:**

Upon acceptance of this bid offer System Integrations shall extend this contract prices to other State of Tennessee Agencies, Governments and School Systems to participate in this contract to receive the benefits of pricing and craftsmanship. BCBOE will provide a one-page cooperative purchasing agreement to such said entities. System Integrations shall provide documentation to any such agencies wishing to participate in this contract. Referencing TCA 12-3-1009

**Cancellation:**

Either party can cancel this agreement with 30 days written notice to the other party.

Contract Start Date: July 1, 2023  
 Renewal Term Date: July 1, 2024  
 Contract Number: 21-23  
 Remaining Renewals: 1

**BCBOE Signatures:**

Bedford County Board of Education.  
Name of entity

  
\_\_\_\_\_  
Signature of Authorized personnel

Director of Finance  
Title of Authorized personnel

**System Integrations Signatures:**

System Integrations, Inc.  
Name of company

  
\_\_\_\_\_  
Signature of Authorized Officer

VP Sales  
Title of Authorized Officer



## MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education

DATE: 9/15/23

SUBJECT: Item for Action: Refresh of Grade 3 Classrooms and Elementary Media Centers

I recommend the board approval of the attached quote from Workspace Interiors per the attached quote in the amount of \$685,477.58 for collaborative desks, soft seating, and innovative furniture for all grade 3 classes and each elementary school media center.

This project is included as part of ESSER 3 grant funds approved by the Tennessee Department of Education. University of Tennessee contract bid documents have been vetted by the ORS Finance Director.



Tri-Cities  
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660  
 Knoxville  
 618 N. Broadway | Knoxville, TN 37917  
 Chattanooga  
 700 Market St. | Chattanooga, TN 37402  
 Remit Address  
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660  
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

**Quotation 42420**

**Quote Date** 09/15/23  
**Project** 140  
**Customer** OAK003  
**Terms** Net 15 Days  
**Account Representative** AMBER LEWIS

**Quote To**

Elizabeth McFall  
 Oak Ridge Schools  
 304 NEW YORK AVE  
 Oak Ridge TN 37830-5217

**Ship To**

Elizabeth McFall  
 Oak Ridge Schools  
 304 NEW YORK AVE  
 Oak Ridge TN 37830-5217

**Sales Location** KNOXVILLE

ORCS Classrooms/Media Centers

**Priced on UT Contract 5500007704**

Quotation is valid for 30 days.

As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues labor availability challenges and commodity shortages such as lumber, steel, resins, microchips and adhesives. This could extend the lead times or delivery of your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

As always, you can contact your WSI representative with questions and guidance as you proceed.

The freight and fuel costs are estimates only due to the volatility in the global market and may change before order placement. Any unforeseen increases will be included in the actual invoiced amount

Description	Quantity	Unit Price	Extended Price
Glenwood Classrooms- 4 Classrooms			
1 <b>04080</b> - Interchange Act Tbl, 20Dx27W,Sg Std Desk <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Glenwood Classrooms- 4 Classrooms 20/27	100	200.75 365.00 45.00%	20,075.00
2 <b>04130</b> - Interchange Act Tbl, Kidney, 48Dx72W <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum	4	626.45 1,139.00 45.00%	2,505.80

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Tri-Cities  
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660  
 Knoxville  
 618 N. Broadway | Knoxville, TN 37917  
 Chattanooga  
 700 Market St. | Chattanooga, TN 37402  
 Remit Address  
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660  
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
2 SMITH <b>Tag For</b> Glenwood Classrooms- 4 Classrooms 48/72			
3 <b>26159</b> - "CASCADE TEACHER DESK-BBFP (RH)" <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM SMITH <b>Tag For</b> Glenwood Classrooms- 4 Classrooms 24/54-D	4	651.75 1,185.00 45.00%	2,607.00
4 <b>33840</b> - " Groove Adj Chr w/ Cstrs" <b>Shell Finish:</b> Smith System Plastic NAVY - NAVY SMITH <b>Tag For</b> Glenwood Classrooms- 4 Classrooms Groove	4	179.30 326.00 45.00%	717.20
5 <b>33848</b> - " Groove 16""H Stk Chr" <b>Shell Finish:</b> Smith System Plastic NAVY - NAVY <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Glenwood Classrooms- 4 Classrooms Groove	100	70.40 128.00 45.00%	7,040.00
6 <b>W21100000</b> - "CASCADE MID-CASE-AV PRESENTATION CART" <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnl's <b>End Panel Finish:</b> Smith System Paint NV - NAVY <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD SMITH <b>Tag For</b> Glenwood Classrooms- 4 Classrooms AV/37/29	4	1,385.45 2,519.00 45.00%	5,541.80
7 <b>610024000</b> - "CASCADE MEGA-CBT-OPEN,24-3""SWTOTES,CSTRS" <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnl's <b>End Panel Finish:</b> Smith System Paint NV - NAVY <b>Tote:</b> Clear SMITH	4	1,162.70 2,114.00 45.00%	4,650.80

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Tri-Cities  
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660  
 Knoxville  
 618 N. Broadway | Knoxville, TN 37917  
 Chattanooga  
 700 Market St. | Chattanooga, TN 37402  
 Remit Address  
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660  
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42420  
 Page 3 / 36 (cont'd)

Description	Quantity	Unit Price	Extended Price
<b>8 OODLE31 - "OODLE STOOL STACK OF 3 W 1 MOVEMENT DISC"</b> <b>Oodle Finish:</b> Smith System Plastic PLATINUM - Platinum SMITH	16	144.10 262.00 45.00%	2,305.60
<b>9 OODLE33 - Oodle; Stool-Stack of 3, With 3 movement discs</b> <b>Oodle Finish:</b> Smith System Plastic APPLE - Apple SMITH	8	179.85 327.00 45.00%	1,438.80
<b>10 30933 - SW (Standard Width)</b> Tote + Housing - CLR Clear SMITH	100	68.20 124.00 45.00%	6,820.00
<b>11 FREIGHT - Freight Smith System</b> SMITH	1	1,939.48 0.00 0.00%	1,939.48
<b>12 436AIR - Steelcase Series 2; Chair-Air back</b> <b>AIR BACK FINISH:</b> PLASTIC - PG1 6295 - NEAR BLACK <b>SEAT FINISH:</b> FOUNDATION 5877 - FOGGY NIGHT <b>SEWN SEAT UPHOLSTERY TYPE:</b> SEWN <b>COLOR SCHEME:</b> SEAGULL <b>BASE FINISH:</b> TEXTURED PAINT 7243 - SEAGULL <b>HEADREST OPTION:</b> NO HEADREST <b>COAT HANGER:</b> NO COAT HANGER <b>ARM TYPE:</b> HEIGHT,WIDTH,PIVOT,DEPTH ARM <b>CYLINDER TYPE:</b> STANDARD RANGE <b>CASTER OR GLIDE TYPE:</b> HARD CASTERS <b>SOIL RETARDANT OPTION:</b> NO SOIL RETARDANT STEELCASE <b>Tag For</b> Glenwood Classrooms- 4 Classrooms SERIES2	4	528.57 1,221.00 56.71%	2,114.28
<b>13 TS34401 - Alight; Ottoman-Round</b> <b>UPHLSTRY:</b> 59DE GRADED IN PR. GRP. 5 MOMENTUM GROUP PURCHASER: VENDOR PATTERN: MOGUL EPU COLOR: LIMELIGHT -09462088 DIRECTION: VERTICAL <b>LEG OPT:</b> *OPT:LEG OPTIONS <b>GLIDES:</b> LOW PROFILE GLIDES STEELCASE	4	382.27 889.00 57.00%	1,529.08

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Description		Quantity	Unit Price	Extended Price
13	Tag For Glenwood Classrooms- 4 Classrooms ALIGHT			
14	1000RC-GRADE4 - 1000RC - Grade 4 Fabric Large Rocking Chair - V1-Mogul EPU Deal MOORECO	8	860.24 1,755.60 51.00%	6,881.92
15	DOUBLE SIDED STORAGE - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Atlantis (WA D25-38) MOORECO	4	2,598.09 5,302.22 51.00%	10,392.36
16	DOUBLE SIDED STORAGE - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Island (WA D498-38) MOORECO	4	2,598.09 5,302.22 51.00%	10,392.36
17	FREIGHT - Freight - MooreCo MOORECO	1	1,225.34 0.00 0.00%	1,225.34
<b>Sub Total</b>				88,176.82
<b>Total</b>				88,176.82
Glenwood Library/Reading Room				
18	01631 - " Silhouette Sit-Stnd Stdnt Dsk, Collab, 21x30" Worksurface Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE Edge Type: V -3/4in Top w Bullet TMld Edge Finish: Smith System T-Mold PLAT - PLATINUM T MOLD Frame Finish: Smith System Paint PLT - Platinum SMITH Tag For Glenwood Library/Reading Room 20/30	1	369.05 671.00 45.00%	369.05

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Description	Quantity	Unit Price	Extended Price
<b>19</b> <b>21051</b> - "BOOKTRUCK, 3 FLAT SHELF, 18""D X 36""W X 43""H" <b>Cart Finish:</b> Smith System Paint CE - CERULEAN SMITH <b>Tag For</b> Glenwood Library/Reading Room	3	320.10 582.00 45.00%	960.30
<b>20</b> <b>321100000</b> - "CASCADE MEGA-CASE-DOOR,SHELVES,CSTRS,RISER" <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnls <b>End Panel Finish:</b> Smith System Paint AP - APPLE <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD SMITH <b>Tag For</b> Glenwood Library/Reading Room 30/43-S-R	1	886.60 1,612.00 45.00%	886.60
<b>21</b> <b>33848</b> - " Groove 16""H Stk Chr" <b>Shell Finish:</b> Smith System Plastic APPLE - APPLE <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Glenwood Library/Reading Room Groove	20	70.40 128.00 45.00%	1,408.00
<b>22</b> <b>33848</b> - " Groove 16""H Stk Chr" <b>Shell Finish:</b> Smith System Plastic CERULEAN - CERULEAN <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Glenwood Library/Reading Room Groove	22	70.40 128.00 45.00%	1,548.80
<b>23</b> <b>55011</b> - Flowform Double Seat <b>Surface Finish:</b> Alphabet SFGO - FOG SMITH <b>Tag For</b> Glenwood Library/Reading Room FLOWFORM	1	1,380.50 2,510.00 45.00%	1,380.50
<b>24</b> <b>56000</b> - "TBL-OVAL, FIXED HT, PEDESTAL BASE, 16X20" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Finish:</b> Smith System Plastic MIM - 799060 MISSION MAPLE LAMINATE <b>Frame Finish:</b> Smith System Paint SLV - SILVER	3	383.35 697.00 45.00%	1,150.05

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Description	Quantity	Unit Price	Extended Price
<b>24</b> <b>Edge Type:</b> E - 3/4" Top with 3mm Edgband SMITH <b>Tag For</b> Glenwood Library/Reading Room 16/20			
<b>25</b> <b>NL2460</b> - "Elemental;Tbl-Nst n fld,W cstrs,24x60" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMIANTE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Leg Finish:</b> Smith System Paint PLT - Platinum <b>Height:</b> EJ - Adjustable Height SMITH <b>Tag For</b> Glenwood Library/Reading Room 24/60-EJ	1	612.15 1,113.00 45.00%	612.15
<b>26</b> <b>NL3060</b> - "Elemental;Tbl-Nst n fld,W cstrs,30x60" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMIANTE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Leg Finish:</b> Smith System Paint PLT - Platinum <b>Height:</b> EJ - Adjustable Height SMITH <b>Tag For</b> Glenwood Library/Reading Room 30/60-EJ	10	647.90 1,178.00 45.00%	6,479.00
<b>27</b> <b>FREIGHT</b> - Freight Smith Systems SMITH	1	474.67 0.00 0.00%	474.67
<b>28</b> <b>CRDShL</b> - Desk- Shell <b>SIZE OPTION:</b> MODULAR <b>DEPTH:</b> 24.00000 <b>WIDTH:</b> 66.00000 <b>WORKSURFACE THICKNESS:</b> 1.12500 <b>TOP SURFACE FINISH:</b> WOODGRAIN LPL 2LAN - ASH NOCE (LPL) <b>EDGE FINISH:</b> PLASTIC - PG1 6707 - ASH NOCE <b>CASE FINISH:</b> WOODGRAIN LPL 2LAN - ASH NOCE (LPL) <b>SUPPORT - RIGHT:</b> FULL DEPTH END PANEL <b>SUPPORT - LEFT:</b> FULL DEPTH END PANEL <b>MODESTY PANEL:</b> FULL	1	360.77 839.00 57.00%	360.77



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Quotation 42420  
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Description	Quantity	Unit Price	Extended Price
<b>28 GROMMET LOCATION: CENTER</b> STEELCASE <b>Tag For</b> Glenwood Library/Reading Room 24/66			
<b>29 CRRTNR - Return- Shell, Right Hand</b> <b>SIZE OPTION: MODULAR</b> <b>DEPTH: 24.00000</b> <b>WIDTH: 42.00000</b> <b>WORKSURFACE THICKNESS: 1.12500</b> <b>TOP SURFACE FINISH: WOODGRAIN LPL 2LAN - ASH NOCE (LPL)</b> <b>EDGE FINISH: PLASTIC - PG1 6707 - ASH NOCE</b> <b>CASE FINISH: WOODGRAIN LPL 2LAN - ASH NOCE (LPL)</b> <b>MODESTY PANEL: FULL</b> <b>GROMMET LOCATION: RIGHT</b> <b>SUPPORT - RIGHT: FULL DEPTH END PANEL</b> STEELCASE <b>Tag For</b> Glenwood Library/Reading Room 24/42	1	279.50 650.00 57.00%	279.50
<b>30 CRC - Cushion Top</b> <b>DEPTH: 22.00000</b> <b>CUSHION FINISH: CUSTOMERS OWN MATERIAL 5999 - MISC FABRIC</b> MOMENTUM GROUP PURCHASER: VENDOR PATTERN: SILICA SCOUT COLOR: VAST -09174108 DIRECTION: VERTICAL STEELCASE <b>Tag For</b> Glenwood Library/Reading Room	1	162.97 379.00 57.00%	162.97
<b>31 MOMENTUM COM - COM for CRC - Cushion Top</b> MOMENTUM GROUP PATTERN: SILICA SCOUT COLOR: VAST -09174108 DIRECTION: VERTICAL STEELCASE	1	94.59 0.00 0.00%	94.59
<b>32 CRMP15H - Pedestal-1.5-High,Box/File, Mobile</b> <b>DEPTH: 22.00000</b> <b>CASE FINISH: WOODGRAIN LPL 2LAN - ASH NOCE (LPL)</b> <b>HEADSET FINISH: WOODGRAIN LPL 2LAN - ASH NOCE (LPL)</b> <b>TOP SURFACE FINISH: WOODGRAIN LPL 2LAN - ASH NOCE</b>	1	421.40 980.00 57.00%	421.40

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Description	Quantity	Unit Price	Extended Price
<p>32 (LPL)  <b>EDGE FINISH:</b> PLASTIC - PG1 6707 - ASH NOCE  <b>PULL:</b> LEDGE  <b>PULL FINISH:</b> SMOOTH METALLIC 4799 - PLATINUM METALLIC  <b>LOCK FINISH:</b> POLISHED CHROME 9201 - POLISHED CHROME  <b>KEYS:</b> KEY PLUG  <b>COUNTERWEIGHT:</b> WITH COUNTERWEIGHT STEELCASE  <b>Tag For</b> Glenwood Library/Reading Room BF/22</p>			
<p>34 <b>436AIR</b> - Steelcase Series 2; Chair-Air back  <b>AIR BACK FINISH:</b> PLASTIC - PG1 5U26 - WASABI  <b>SEAT FINISH:</b> FOUNDATION 5877 - FOGGY NIGHT  <b>SEWN SEAT UPHOLSTERY TYPE:</b> SEWN  <b>COLOR SCHEME:</b> SEAGULL  <b>BASE FINISH:</b> TEXTURED PAINT 7243 - SEAGULL  <b>HEADREST OPTION:</b> NO HEADREST  <b>COAT HANGER:</b> NO COAT HANGER  <b>ARM TYPE:</b> HEIGHT,WIDTH,PIVOT,DEPTH ARM  <b>CYLINDER TYPE:</b> STANDARD RANGE  <b>CASTER OR GLIDE TYPE:</b> HARD CASTERS  <b>SOIL RETARDANT OPTION:</b> NO SOIL RETARDANT          STEELCASE  <b>Tag For</b> Glenwood Library/Reading Room SERIES2</p>	1	528.57 1,221.00 56.71%	528.57
<p>35 <b>TS34401</b> - Alight; Ottoman-Round  <b>UPHLSTRY:</b> 59DH GRADED IN PR. GRP. 8          MOMENTUM GROUP          PURCHASER: VENDOR          PATTERN: SILICA STRATA          COLOR: ENERGY -09198528          DIRECTION: VERTICAL  <b>LEG OPT:</b> *OPT:LEG OPTIONS  <b>GLIDES:</b> LOW PROFILE GLIDES          STEELCASE  <b>Tag For</b> Glenwood Library/Reading Room ALIGHT</p>	1	426.13 991.00 57.00%	426.13



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Description	Quantity	Unit Price	Extended Price
<b>36 1000RC-GRADE6</b> - 1000RC - Grade 6 Large Rocking Chair - Grade 6 Fabric Momentum V1-Silica Scout Vast MOORECO	6	1,023.81 2,089.40 51.00%	6,142.86
<b>37 DOT SOFT SEATING</b> - Soft Seating - 15" Round x 5" Tall Rocking Stool with Black Base - Momentum V1-Mogul EPU Deal 97R105-GRADE4 MOORECO	5	183.10 373.68 51.00%	915.50
<b>38 DOT SOFT SEATING</b> - Soft Seating - 15" Round x 5" Tall Rocking Stool with Black Base - Momentum V1-Mogul EPU Finance 97R105-GRADE4 MOORECO	5	183.10 373.68 51.00%	915.50
<b>39 POWER TOWER</b> - Power Tower MOORECO	3	354.54 723.56 51.00%	1,063.62
<b>40 FREIGHT</b> - Freight - Mooreco MOORECO	1	707.13 0.00 0.00%	707.13
<b>41 G241R VERVE 8X10</b> - Verve 8x10 Area Rug Style Number G241R Construction Pattern Cut Fiber Ecosolution Q® Nylon Dye Method 100% Solution Dyed Backing Type Ultraloc® + Non Skid Backing Edge Type Yarn Serge Product Size 8 ft x 10 ft Total Thickness 0.491 in SHAW	1	1,757.32 0.00 0.00%	1,757.32
<b>42 FREIGHT</b> - Freight - Shaw SHAW	1	27.06 0.00 0.00%	27.06
<b>Sub Total</b>			29,072.04
<b>Total</b>			29,072.04
<b>Linden Classrooms- 5 Classrooms</b>			
<b>43 04080</b> - Interchange Act Tbl, 20Dx27W,Sg Std Desk <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE	125	200.75 365.00 45.00%	25,093.75

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Description	Quantity	Unit Price	Extended Price
<b>43</b> <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms 20/27			
<b>44</b> <b>30933</b> - SW (Standard Width) Tote + Housing - CLR Clear SMITH	125	68.20 124.00 45.00%	8,525.00
<b>45</b> <b>04130</b> - Interchange Act Tbl, Kidney, 48Dx72W <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms 48/72	5	626.45 1,139.00 45.00%	3,132.25
<b>46</b> <b>26159</b> - "CASCADE TEACHER DESK-BBFP (RH)" <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms 24/54-D	5	651.75 1,185.00 45.00%	3,258.75
<b>47</b> <b>33840</b> - " Groove Adj Chr w/ Cstrs" <b>Shell Finish:</b> Smith System Plastic NAVY - NAVY SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms Groove	5	179.30 326.00 45.00%	896.50
<b>48</b> <b>33848</b> - " Groove 16""H Stk Chr" <b>Shell Finish:</b> Smith System Plastic NAVY - NAVY <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms Groove	125	70.40 128.00 45.00%	8,800.00

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Description	Quantity	Unit Price	Extended Price
<b>49 610024000 - "CASCADE MEGA-CBT-OPEN,24-3""SWTOTES,CSTRS"</b> <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnls <b>End Panel Finish:</b> Smith System Paint NV - NAVY <b>Tote:</b> Clear SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms 43/43-T	5	1,162.70 2,114.00 45.00%	5,813.50
<b>50 OODLE31 - "OODLE STOOL STACK OF 3 W 1 MOVEMENT DISC"</b> <b>Oodle Finish:</b> Smith System Plastic PLATINUM - Platinum SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms	20	144.10 262.00 45.00%	2,882.00
<b>51 OODLE33 - Oodle; Stool-Stack of 3, With 3 movement discs</b> <b>Oodle Finish:</b> Smith System Plastic APPLE - Apple SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms	10	179.85 327.00 45.00%	1,798.50
<b>52 W21100000 - "CASCADE MID-CASE-AV PRESENTATION CART"</b> <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnls <b>End Panel Finish:</b> Smith System Paint NV - NAVY <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD SMITH <b>Tag For</b> Linden Classrooms- 5 Classrooms AV/37/29	5	1,385.45 2,519.00 45.00%	6,927.25
<b>54 FREIGHT - Freight Smith Systems</b> SMITH	1	2,476.59 0.00 0.00%	2,476.59
<b>55 436AIR - Steelcase Series 2; Chair-Air back</b> <b>AIR BACK FINISH:</b> PLASTIC - PG1 6295 - NEAR BLACK <b>SEAT FINISH:</b> FOUNDATION 5877 - FOGGY NIGHT <b>SEWN SEAT UPHOLSTERY TYPE:</b> SEWN <b>COLOR SCHEME:</b> SEAGULL <b>BASE FINISH:</b> TEXTURED PAINT 7243 - SEAGULL <b>HEADREST OPTION:</b> NO HEADREST <b>COAT HANGER:</b> NO COAT HANGER <b>ARM TYPE:</b> HEIGHT,WIDTH,PIVOT,DEPTH ARM	5	528.57 1,221.00 56.71%	2,642.85



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Description	Quantity	Unit Price	Extended Price
<b>55</b> <b>CYLINDER TYPE:</b> STANDARD RANGE <b>CASTER OR GLIDE TYPE:</b> HARD CASTERS <b>SOIL RETARDANT OPTION:</b> NO SOIL RETARDANT STEELCASE <b>Tag For</b> Linden Classrooms- 5 Classrooms SERIES2			
<b>56</b> <b>TS34401</b> - Alight; Ottoman-Round <b>UPHLS TRY:</b> 59DE GRADED IN PR. GRP. 5 MOMENTUM GROUP PURCHASER: VENDOR PATTERN: MOGUL EPU COLOR: LIMELIGHT -09462088 DIRECTION: VERTICAL <b>LEG OPT:</b> *OPT:LEG OPTIONS <b>GLIDES:</b> LOW PROFILE GLIDES STEELCASE <b>Tag For</b> Linden Classrooms- 5 Classrooms ALIGHT	5	382.27 889.00 57.00%	1,911.35
<b>57</b> <b>1000RC-GRADE4</b> - 1000RC - Grade 4 Fabric Large Rocking Chair - V1-Mogul EPU Deal MOORECO	10	860.24 1,755.60 51.00%	8,602.40
<b>58</b> <b>DOUBLE SIDED STORAGE</b> - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Atlantis (WA D25-38) MOORECO	5	2,598.09 5,302.22 51.00%	12,990.45
<b>59</b> <b>DOUBLE SIDED STORAGE</b> - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Island (WA D498-38) MOORECO	5	2,598.09 5,302.22 51.00%	12,990.45
<b>60</b> <b>FREIGHT</b> - Freight - MooreCo MOORECO	1	1,225.34 0.00 0.00%	1,225.34

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Description	Quantity	Unit Price	Extended Price
<b>Sub Total</b>			109,966.93
<b>Total</b>			<b>109,966.93</b>
Linden Media Center			
<b>61</b> <b>01631</b> - " Silhouette Sit-Stnd Stdnt Dsk, Collab, 21x30" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> V -3/4in Top w Bullet TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Linden Media Center 20/30	1	369.05 671.00 45.00%	369.05
<b>62</b> <b>03095</b> - Interchange Wing Desk <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Linden Media Center 23.5/41	36	175.45 319.00 45.00%	6,316.20
<b>63</b> <b>21051</b> - "BOOKTRUCK, 3 FLAT SHELF, 18""D X 36""W X 43""H" <b>Cart Finish:</b> Smith System Paint CE - CERULEAN SMITH <b>Tag For</b> Linden Media Center	3	320.10 582.00 45.00%	960.30
<b>64</b> <b>321100000</b> - "CASCADE MEGA-CASE-DOOR,SHELVES,CSTRS,RISER" <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnls <b>End Panel Finish:</b> Smith System Paint AP - APPLE <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD SMITH <b>Tag For</b> Linden Media Center 30/43-S-R	1	886.60 1,612.00 45.00%	886.60
<b>65</b> <b>33848</b> - " Groove 16""H Stk Chr" <b>Shell Finish:</b> Smith System Plastic APPLE - APPLE	22	70.40 128.00 45.00%	1,548.80

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Description	Quantity	Unit Price	Extended Price
<b>65</b> <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Linden Media Center Groove			
<b>66</b> <b>33848</b> - " Groove 16""H Stk Chr" <b>Shell Finish:</b> Smith System Plastic CERULEAN - CERULEAN <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Linden Media Center Groove	24	70.40 128.00 45.00%	1,689.60
<b>67</b> <b>55003</b> - "Flowform Bean Bnch Lg" <b>Surface Finish:</b> Alphabet SFGO - FOG SMITH <b>Tag For</b> Linden Media Center FLOWFORM	3	706.75 1,285.00 45.00%	2,120.25
<b>68</b> <b>55004</b> - "Flowform Str Bnch" <b>Surface Finish:</b> Alphabet SFGO - FOG SMITH <b>Tag For</b> Linden Media Center FLOWFORM	3	651.75 1,185.00 45.00%	1,955.25
<b>69</b> <b>55005</b> - "Flowform Mid Hght Bnch Divdr Crvd" <b>Surface Finish:</b> Alphabet SMDT - MEDITERRANEAN SMITH <b>Tag For</b> Linden Media Center FLOWFORM	3	761.75 1,385.00 45.00%	2,285.25
<b>70</b> <b>56000</b> - "TBL-OVAL, FIXED HT, PEDESTAL BASE, 16X20" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Finish:</b> Smith System Plastic MIM - 799060 MISSION MAPLE LAMINATE <b>Frame Finish:</b> Smith System Paint SLV - SILVER <b>Edge Type:</b> E - 3/4" Top with 3mm Edgband SMITH <b>Tag For</b> Linden Media Center 16/20	4	383.35 697.00 45.00%	1,533.40
<b>71</b> <b>56002</b> - "TBL-RND TRGL, ADJHT, CSTR, 31.5X32, 2ND SURF" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE	2	469.70 854.00 45.00%	939.40

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Description	Quantity	Unit Price	Extended Price
<b>71</b> <b>Edge Finish:</b> Smith System Plastic MIM - 799060 MISSION MAPLE LAMINATE <b>Frame Finish:</b> Smith System Paint SLV - SILVER <b>Edge Type:</b> E - 3/4" Top with 3mm Edgband SMITH <b>Tag For</b> Linden Media Center 27/27			
<b>72</b> <b>NL2460</b> - "Elemental;Tbl-Nst n fld,W cstrs,24x60" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMIANTE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Leg Finish:</b> Smith System Paint PLT - Platinum <b>Height:</b> EJ - Adjustable Height SMITH <b>Tag For</b> Linden Media Center 24/60-EJ	1	612.15 1,113.00 45.00%	612.15
<b>73</b> <b>NL3060</b> - "Elemental;Tbl-Nst n fld,W cstrs,30x60" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMIANTE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Leg Finish:</b> Smith System Paint PLT - Platinum <b>Height:</b> EJ - Adjustable Height SMITH <b>Tag For</b> Linden Media Center 30/60-EJ	4	647.90 1,178.00 45.00%	2,591.60
<b>74</b> <b>55013</b> - Flowform Flex Screen Bubbles <b>Screen Finish:</b> Smith System PET SMGR - MOSS GREEN <b>Foot Finish:</b> Smith System Paint PLT - PLATINUM SMITH <b>Tag For</b> Linden Media Center FLOWFORM	2	1,182.50 2,150.00 45.00%	2,365.00
<b>75</b> <b>FREIGHT</b> - Freight Smith System SMITH	1	839.05 0.00 0.00%	839.05
<b>76</b> <b>436AIR</b> - Steelcase Series 2; Chair-Air back <b>AIR BACK FINISH:</b> PLASTIC - PG1 5U26 - WASABI <b>SEAT FINISH:</b> FOUNDATION 5877 - FOGGY NIGHT	1	528.57 1,221.00 56.71%	528.57

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Description	Quantity	Unit Price	Extended Price
<b>76 SEWN SEAT UPHOLSTERY TYPE: SEWN</b> <b>COLOR SCHEME: SEAGULL</b> <b>BASE FINISH: TEXTURED PAINT 7243 - SEAGULL</b> <b>HEADREST OPTION: NO HEADREST</b> <b>COAT HANGER: NO COAT HANGER</b> <b>ARM TYPE: HEIGHT,WIDTH,PIVOT,DEPTH ARM</b> <b>CYLINDER TYPE: STANDARD RANGE</b> <b>CASTER OR GLIDE TYPE: HARD CASTERS</b> <b>SOIL RETARDANT OPTION: NO SOIL RETARDANT</b> STEELCASE <b>Tag For</b> Linden Media Center SERIES2			
<b>77 TS34401 - Alight; Ottoman-Round</b> <b>UPHLS TRY: 59DF GRADED IN PR. GRP. 6</b> THE DESIGNTEX GROUP PURCHASER: VENDOR PATTERN: BEGUILLED BY THE WILD -3043 COLOR: PARAKEET -405 DIRECTION: VERTICAL <b>LEG OPT: *OPT:LEG OPTIONS</b> <b>GLIDES: LOW PROFILE GLIDES</b> STEELCASE <b>Tag For</b> Linden Media Center ALIGHT	3	393.88 916.00 57.00%	1,181.64
<b>78 TS34401 - Alight; Ottoman-Round</b> <b>UPHLS TRY: 59DF GRADED IN PR. GRP. 6</b> THE DESIGNTEX GROUP PURCHASER: VENDOR PATTERN: BEGUILLED BY THE WILD -3043 COLOR: TORTOISE -502 DIRECTION: VERTICAL <b>LEG OPT: *OPT:LEG OPTIONS</b> <b>GLIDES: LOW PROFILE GLIDES</b> STEELCASE <b>Tag For</b> Linden Media Center ALIGHT	3	393.88 916.00 57.00%	1,181.64
<b>79 TS34401 - Alight; Ottoman-Round</b> <b>UPHLS TRY: 59DH GRADED IN PR. GRP. 8</b> MOMENTUM GROUP PURCHASER: VENDOR PATTERN: SILICA STRATA	2	426.13 991.00 57.00%	852.26

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<b>79</b> COLOR: ENERGY -09198528 DIRECTION: VERTICAL <b>LEG OPT:</b> *OPT:LEG OPTIONS <b>GLIDES:</b> LOW PROFILE GLIDES STEELCASE <b>Tag For</b> Linden Media Center ALIGHT			
<b>80</b> <b>CUSRG-SCG CUSTOM RUG</b> - CUSRG-SCG Custom Area Rug 11'x11' square rug, Verve Vibrance 52327, Broadloom Yarn Serge edge SHAW	1	2,007.32 0.00 0.00%	2,007.32
<b>81</b> <b>FREIGHT</b> - Freight - Shaw SHAW	1	27.06 0.00 0.00%	27.06
<b>82</b> <b>1000RC-GRADE6</b> - 1000RC - Grade 6 Fabric Large Rocking Chair V1-Silica Scout Vast MOORECO	4	1,023.81 2,089.40 51.00%	4,095.24
<b>83</b> <b>CIRCULATION DESK</b> - Circulation Desk - Mission Maple WA 7990-38 Laminate C20-STU-02032 MOORECO	1	15,190.00 31,000.00 51.00%	15,190.00
<b>84</b> <b>CURVED MOBILE DOUBLE</b> - Custom Curved Mobile Double Sided Storage w/Laminate divider ST.SW.C.C.DS.6042.7PL.WHL.WG N-XXXX  Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Atlantis (WA D25-38) MOORECO	2	3,195.20 6,520.82 51.00%	6,390.40
<b>85</b> <b>DOUBLESIDED STORAGE</b> - Custom Curved Mobile Double Sided Storage w/Laminate divider ST.SW.C.C.DS.6042.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Island (WA D498-38) MOORECO	3	3,195.20 6,520.82 51.00%	9,585.60

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Description	Quantity	Unit Price	Extended Price
<b>86</b> <b>27735</b> - Power Tower MOORECO	3	354.39 723.25 51.00%	1,063.17
<b>87</b> <b>SOFT SEATING</b> - Soft Seating - 15" Round x 5" Tall Rocking Stool with Black Base - V1-Mogul EPU Deal 97R105-GRADE4 MOORECO	5	183.10 373.68 51.00%	915.50
<b>88</b> <b>SOFT SEATING</b> - Soft Seating - 15" Round x 5" Tall Rocking Stool with Black Base - V1-Mogul EPU Finance 97R105-GRADE4 MOORECO	5	183.10 373.68 51.00%	915.50
<b>89</b> <b>FREIGHT</b> - Freight Mooreco MOORECO	1	3,032.66 0.00 0.00%	3,032.66
<b>Sub Total</b>			<b>73,978.46</b>
<b>Total</b>			<b>73,978.46</b>
<b>Willowbrook Classrooms- 4 Classrooms</b>			
<b>90</b> <b>04080</b> - Interchange Act Tbl, 20Dx27W,Sg Std Desk <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMId <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Willowbrook Classrooms- 4 Classrooms 20/27	100	200.75 365.00 45.00%	20,075.00
<b>91</b> <b>30933</b> - SW (Standard Width) Tote + Housing -CLR Clear SMITH	100	68.20 124.00 45.00%	6,820.00
<b>92</b> <b>04130</b> - Interchange Act Tbl, Kidney, 48Dx72W <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMId <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH	4	626.45 1,139.00 45.00%	2,505.80

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Description	Quantity	Unit Price	Extended Price
<b>92</b> <b>Tag For</b> Willowbrook Classrooms- 4 Classrooms 48/72			
<b>93</b> <b>26159 - "CASCADE TEACHER DESK-BBFP (RH)"</b> <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM SMITH <b>Tag For</b> Willowbrook Classrooms- 4 Classrooms 24/54-D	4	651.75 1,185.00 45.00%	2,607.00
<b>94</b> <b>33840 - " Groove Adj Chr w/ Cstrs"</b> <b>Shell Finish:</b> Smith System Plastic NAVY - NAVY SMITH <b>Tag For</b> Willowbrook Classrooms- 4 Classrooms Groove	4	179.30 326.00 45.00%	717.20
<b>95</b> <b>33848 - " Groove 16""H Stk Chr"</b> <b>Shell Finish:</b> Smith System Plastic NAVY - NAVY <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Willowbrook Classrooms- 4 Classrooms Groove	100	70.40 128.00 45.00%	7,040.00
<b>96</b> <b>610024000 - "CASCADE</b> <b>MEGA-CBT-OPEN,24-3""SWTOTES,CSTRS"</b> <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnls <b>End Panel Finish:</b> Smith System Paint NV - NAVY <b>Tote:</b> Clear SMITH <b>Tag For</b> Willowbrook Classrooms- 4 Classrooms 43/43-T	4	1,162.70 2,114.00 45.00%	4,650.80
<b>97</b> <b>W21100000 - "CASCADE MID-CASE-AV PRESENTATION CART"</b> <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnls <b>End Panel Finish:</b> Smith System Paint NV - NAVY <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD SMITH	4	1,385.45 2,519.00 45.00%	5,541.80

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Description	Quantity	Unit Price	Extended Price
97 Tag For Willowbrook Classrooms- 4 Classrooms AV/37/29			
98 OODLE31 - "OODLE STOOL STACK OF 3 W 1 MOVEMENT DISC" Oodle Finish: Smith System Plastic PLATINUM - Platinum SMITH	16	144.10 262.00 45.00%	2,305.60
99 OODLE33 - Oodle; Stool-Stack of 3, With 3 movement discs Oodle Finish: Smith System Plastic APPLE - Apple SMITH	8	179.85 327.00 45.00%	1,438.80
100 FREIGHT - Freight Smith Systems SMITH	1	1,981.27 0.00 0.00%	1,981.27
101 436AIR - Steelcase Series 2; Chair-Air back AIR BACK FINISH: PLASTIC - PG1 6295 - NEAR BLACK SEAT FINISH: FOUNDATION 5877 - FOGGY NIGHT SEWN SEAT UPHOLSTERY TYPE: SEWN COLOR SCHEME: SEAGULL BASE FINISH: TEXTURED PAINT 7243 - SEAGULL HEADREST OPTION: NO HEADREST COAT HANGER: NO COAT HANGER ARM TYPE: HEIGHT,WIDTH,PIVOT,DEPTH ARM CYLINDER TYPE: STANDARD RANGE CASTER OR GLIDE TYPE: HARD CASTERS SOIL RETARDANT OPTION: NO SOIL RETARDANT STEELCASE Tag For Willowbrook Classrooms- 4 Classrooms SERIES2	4	528.57 1,221.00 56.71%	2,114.28
102 TS34401 - Alight; Ottoman-Round UPHLSTRY: 59DE GRADED IN PR. GRP. 5 MOMENTUM GROUP PURCHASER: VENDOR PATTERN: MOGUL EPU COLOR: LIMELIGHT -09462088 DIRECTION: VERTICAL LEG OPT: *OPT:LEG OPTIONS GLIDES: LOW PROFILE GLIDES STEELCASE Tag For Willowbrook Classrooms- 4 Classrooms ALIGHT	4	382.27 889.00 57.00%	1,529.08

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Description	Quantity	Unit Price	Extended Price
<b>103 1000RC-GRADE4</b> - 1000RC - Grade 4 Fabric Large Rocking Chair - V1-Mogul EPU Deal MOORECO	8	860.24 1,755.60 51.00%	6,881.92
<b>104 DOUBLE SIDED STORAGE</b> - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Atlantis (WA D25-38) MOORECO	4	2,598.09 5,302.22 51.00%	10,392.36
<b>105 DOUBLE SIDED STORAGE</b> - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Island (WA D498-38) MOORECO	4	2,598.09 5,302.22 51.00%	10,392.36
<b>106 FREIGHT</b> - Freight - MooreCo MOORECO	1	1,225.34 0.00 0.00%	1,225.34
<b>Sub Total</b>			88,218.61
<b>Total</b>			88,218.61
<b>Willowbrook Media Center</b>			
<b>107 01631</b> - " Silhouette Sit-Stnd Stdnt Dsk, Collab, 21x30" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> V -3/4in Top w Bullet TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Willowbrook Media Center 20/30	1	369.05 671.00 45.00%	369.05
<b>108 03095</b> - Interchange Wing Desk <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD	28	175.45 319.00 45.00%	4,912.60

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Description	Quantity	Unit Price	Extended Price
<b>108</b> <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Willowbrook Media Center 23.5/41			
<b>109</b> <b>21051 - "BOOKTRUCK, 3 FLAT SHELF, 18""D X 36""W X 43""H"</b> <b>Cart Finish:</b> Smith System Paint CE - CERULEAN SMITH <b>Tag For</b> Willowbrook Media Center	3	320.10 582.00 45.00%	960.30
<b>110</b> <b>321100000 - "CASCADE MEGA-CASE-DOOR,SHELVES,CSTRS,RISER"</b> <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnls <b>End Panel Finish:</b> Smith System Paint AP - APPLE <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD SMITH <b>Tag For</b> Willowbrook Media Center 30/43-S-R	1	886.60 1,612.00 45.00%	886.60
<b>111</b> <b>33848 - " Groove 16""H Stk Chr"</b> <b>Shell Finish:</b> Smith System Plastic APPLE - APPLE <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Willowbrook Media Center Groove	18	70.40 128.00 45.00%	1,267.20
<b>112</b> <b>33848 - " Groove 16""H Stk Chr"</b> <b>Shell Finish:</b> Smith System Plastic CERULEAN - CERULEAN <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Willowbrook Media Center Groove	20	70.40 128.00 45.00%	1,408.00
<b>113</b> <b>55003 - "Flowform Bean Bnch Lg"</b> <b>Surface Finish:</b> Alphabet SFGO - FOG SMITH <b>Tag For</b> Willowbrook Media Center FLOWFORM	3	706.75 1,285.00 45.00%	2,120.25

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Description	Quantity	Unit Price	Extended Price
<b>114 55005 - "Flowform Mid Hght Bnch Divdr Crvd"</b> <b>Surface Finish:</b> Alphabet SMDT - MEDITERRANEAN SMITH <b>Tag For</b> Willowbrook Media Center FLOWFORM	3	761.75 1,385.00 45.00%	2,285.25
<b>115 56000 - "TBL-OVAL, FIXED HT, PEDESTAL BASE, 16X20"</b> <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Finish:</b> Smith System Plastic MIM - 799060 MISSION MAPLE LAMINATE <b>Frame Finish:</b> Smith System Paint SLV - SILVER <b>Edge Type:</b> E - 3/4" Top with 3mm Edgband SMITH <b>Tag For</b> Willowbrook Media Center 16/20	2	383.35 697.00 45.00%	766.70
<b>116 NL2460 - "Elemental; Tbl-Nst n fld, W cstrs, 24x60"</b> <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMIANTE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Leg Finish:</b> Smith System Paint PLT - Platinum <b>Height:</b> EJ - Adjustable Height SMITH <b>Tag For</b> Willowbrook Media Center 24/60-EJ	1	612.15 1,113.00 45.00%	612.15
<b>117 NL3060 - "Elemental; Tbl-Nst n fld, W cstrs, 30x60"</b> <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMIANTE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Leg Finish:</b> Smith System Paint PLT - Platinum <b>Height:</b> EJ - Adjustable Height SMITH <b>Tag For</b> Willowbrook Media Center 30/60-EJ	4	647.90 1,178.00 45.00%	2,591.60
<b>118 55013 - Flowform Flex Screen Bubbles</b> <b>Screen Finish:</b> Smith System PET SMGR - MOSS GREEN <b>Foot Finish:</b> Smith System Paint PLT - PLATINUM SMITH <b>Tag For</b> Willowbrook Media Center FLOWFORM	1	1,182.50 2,150.00 45.00%	1,182.50

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Description	Quantity	Unit Price	Extended Price
<b>119 FREIGHT - Freight - Smith Systems</b> SMITH	1	658.66 0.00 0.00%	658.66
<b>120 CRBK - Bookcase</b> <b>SIZE OPTION: PARAMETRIC</b> <b>DEPTH: 15.00000</b> <b>WIDTH: 36.00000</b> <b>HEIGHT: 72.68750</b> <b>CASE FINISH: WOODGRAIN LPL 24L0 - GRAPHITE WALNUT (LPL)</b> STEELCASE <b>Tag For</b> Willowbrook Media Center BC/4/36	7	555.13 1,291.00 57.00%	3,885.91
<b>121 436AIR - Steelcase Series 2; Chair-Air back</b> <b>AIR BACK FINISH: PLASTIC - PG1 5U26 - WASABI</b> <b>SEAT FINISH: FOUNDATION 5877 - FOGGY NIGHT</b> <b>SEWN SEAT UPHOLSTERY TYPE: SEWN</b> <b>COLOR SCHEME: SEAGULL</b> <b>BASE FINISH: TEXTURED PAINT 7243 - SEAGULL</b> <b>HEADREST OPTION: NO HEADREST</b> <b>COAT HANGER: NO COAT HANGER</b> <b>ARM TYPE: HEIGHT,WIDTH,PIVOT,DEPTH ARM</b> <b>CYLINDER TYPE: STANDARD RANGE</b> <b>CASTER OR GLIDE TYPE: HARD CASTERS</b> <b>SOIL RETARDANT OPTION: NO SOIL RETARDANT</b> STEELCASE <b>Tag For</b> Willowbrook Media Center SERIES2	1	528.57 1,221.00 56.71%	528.57
<b>122 TS34401 - Alight; Ottoman-Round</b> <b>UPHLSTRY: 59DF GRADED IN PR. GRP. 6</b> THE DESIGNTEX GROUP PURCHASER: VENDOR PATTERN: BEGUILLED BY THE WILD -3043 COLOR: PARAKEET -405 DIRECTION: VERTICAL <b>LEG OPT: *OPT:LEG OPTIONS</b> <b>GLIDES: LOW PROFILE GLIDES</b> STEELCASE	1	393.88 916.00 57.00%	393.88

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Description	Quantity	Unit Price	Extended Price
122 Tag For Willowbrook Media Center ALIGHT			
123 TS34401 - Alight; Ottoman-Round UPHLSTRY: 59DF GRADED IN PR. GRP. 6 THE DESIGNTEX GROUP PURCHASER: VENDOR PATTERN: BEGUILLED BY THE WILD -3043 COLOR: TORTOISE -502 DIRECTION: VERTICAL LEG OPT: *OPT:LEG OPTIONS GLIDES: LOW PROFILE GLIDES STEELCASE Tag For Willowbrook Media Center ALIGHT	1	393.88 916.00 57.00%	393.88
124 CUSRG-SCG CUSTOM RUG - CUSRG-SCG Custom Area Rug 11'x11' square rug, Verve Vibrance 52327, Broadloom Yarn Serge edge SHAW	1	2,007.32 0.00 0.00%	2,007.32
125 FREIGHT - Freight - Shaw SHAW	1	27.06 0.00 0.00%	27.06
126 1000RC-GRADE6 - 1000RC - Grade 6 Fabric Large Rocking Chair - V1-Silica Scout Vast MOORECO	3	1,023.81 2,089.40 51.00%	3,071.43
127 DOUBLE SIDED STORAGE - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Atlantis (WA D25-38) MOORECO	6	2,598.09 5,302.22 51.00%	15,588.54
128 DOUBLE SIDED STORAGE - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Island (WA D498-38) MOORECO	6	2,598.09 5,302.22 51.00%	15,588.54

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Description	Quantity	Unit Price	Extended Price
129 <b>SOFT SEATING</b> - Soft Seating - 15" Round x 5" Tall Rocking Stool with Black Base - V1-Mogul EPU Deal 97R105-GRADE4 MOORECO	5	183.10 373.68 51.00%	915.50
130 <b>SOFT SEATING</b> - Soft Seating - 15" Round x 5" Tall Rocking Stool with Black Base - V1-Mogul EPU Finance 97R105-GRADE4 MOORECO	5	183.10 373.68 51.00%	915.50
131 <b>POWER TOWER</b> - Power Tower MOORECO	3	354.39 723.25 51.00%	1,063.17
132 <b>FREIGHT</b> - Freight MooreCo MOORECO	1	1,693.48 0.00 0.00%	1,693.48
<b>Sub Total</b>			66,093.64
<b>Total</b>			<b>66,093.64</b>

Woodland Classrooms- 4 Classrooms

133 <b>04080</b> - Interchange Act Tbl, 20Dx27W,Sg Std Desk <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMId <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Woodland Classrooms- 4 Classrooms 20/27	100	200.75 365.00 45.00%	20,075.00
134 <b>30933</b> - SW (Standard Width) Tote + Housing - CLR Clear SMITH	100	68.20 124.00 45.00%	6,820.00
135 <b>04130</b> - Interchange Act Tbl, Kidney, 48Dx72W <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMId <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH	4	626.45 1,139.00 45.00%	2,505.80

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Description	Quantity	Unit Price	Extended Price
135 Tag For Woodland Classrooms- 4 Classrooms 48/72			
136 26159 - "CASCADE TEACHER DESK-BBFP (RH)" Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE Edge Type: 1-1 1/4in Top w 3/8in Bmp TMld Edge Finish: Smith System T-Mold PLAT - PLATINUM T MOLD Frame Finish: Smith System Paint PLT - PLATINUM SMITH Tag For Woodland Classrooms- 4 Classrooms 24/54-D	4	651.75 1,185.00 45.00%	2,607.00
137 33840 - " Groove Adj Chr w/ Cstrs" Shell Finish: Smith System Plastic NAVY - NAVY SMITH Tag For Woodland Classrooms- 4 Classrooms Groove	4	179.30 326.00 45.00%	717.20
138 33848 - " Groove 16""H Stk Chr" Shell Finish: Smith System Plastic NAVY - NAVY Frame Finish: Smith System Paint PLT - PLATINUM Glides: Standard Nylon Base Glide SMITH Tag For Woodland Classrooms- 4 Classrooms Groove	100	70.40 128.00 45.00%	7,040.00
139 910W36000 - "CASCADE MEGA-TOWER-OPEN,36-3""SWTOTES,CSTRS,WB BACK" Edge Panel Configuration: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint NV - NAVY Tote: Clear SMITH Tag For Woodland Classrooms- 4 Classrooms 61/43-T	4	1,674.75 3,045.00 45.00%	6,699.00
140 W21100000 - "CASCADE MID-CASE-AV PRESENTATION CART" Edge Panel Configuration: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint NV - NAVY Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE Edge Type: 1-1 1/4in Top w 3/8in Bmp TMld Edge Finish: Smith System T-Mold PLAT - PLATINUM T MOLD SMITH	4	1,385.45 2,519.00 45.00%	5,541.80

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Description		Quantity	Unit Price	Extended Price
140	<b>Tag For</b> Woodland Classrooms- 4 Classrooms AV/37/29			
141	<b>OODLE31</b> - "OODLE STOOL STACK OF 3 W 1 MOVEMENT DISC" <b>Oodle Finish:</b> Smith System Plastic PLATINUM - Platinum SMITH	16	144.10 262.00 45.00%	2,305.60
142	<b>OODLE33</b> - Oodle; Stool-Stack of 3, With 3 movement discs <b>Oodle Finish:</b> Smith System Plastic APPLE - Apple SMITH	8	179.85 327.00 45.00%	1,438.80
143	<b>FREIGHT</b> - Freight Smith Systems SMITH	1	2,029.13 0.00 0.00%	2,029.13
144	<b>436AIR</b> - Steelcase Series 2; Chair-Air back <b>AIR BACK FINISH:</b> PLASTIC - PG1 6295 - NEAR BLACK <b>SEAT FINISH:</b> FOUNDATION 5877 - FOGGY NIGHT <b>SEWN SEAT UPHOLSTERY TYPE:</b> SEWN <b>COLOR SCHEME:</b> SEAGULL <b>BASE FINISH:</b> TEXTURED PAINT 7243 - SEAGULL <b>HEADREST OPTION:</b> NO HEADREST <b>COAT HANGER:</b> NO COAT HANGER <b>ARM TYPE:</b> HEIGHT,WIDTH,PIVOT,DEPTH ARM <b>CYLINDER TYPE:</b> STANDARD RANGE <b>CASTER OR GLIDE TYPE:</b> HARD CASTERS <b>SOIL RETARDANT OPTION:</b> NO SOIL RETARDANT STEELCASE <b>Tag For</b> Woodland Classrooms- 4 Classrooms SERIES2	4	528.57 1,221.00 56.71%	2,114.28
145	<b>TS34401</b> - Alight; Ottoman-Round <b>UPHLSTRY:</b> 59DE GRADED IN PR. GRP. 5 MOMENTUM GROUP PURCHASER: VENDOR PATTERN: MOGUL EPU COLOR: LIMELIGHT -09462088 DIRECTION: VERTICAL <b>LEG OPT:</b> *OPT:LEG OPTIONS <b>GLIDES:</b> LOW PROFILE GLIDES STEELCASE <b>Tag For</b> Woodland Classrooms- 4 Classrooms ALIGHT	4	382.27 889.00 57.00%	1,529.08



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Description	Quantity	Unit Price	Extended Price
<b>146 1000RC-GRADE4</b> - 1000RC - Grade 4 Fabric Large Rocking Chair - V1-Mogul EPU Deal MOORECO	8	860.24 1,755.60 51.00%	6,881.92
<b>147 DOUBLE SIDED STORAGE</b> - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Atlantis (WA D25-38) MOORECO	4	2,598.09 5,302.22 51.00%	10,392.36
<b>148 DOUBLE SIDED STORAGE</b> - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Island (WA D498-38) MOORECO	4	2,598.09 5,302.22 51.00%	10,392.36
<b>149 FREIGHT</b> - Freight - MooreCo MOORECO	1	1,225.34 0.00 0.00%	1,225.34
<b>Sub Total</b>			90,314.67
<b>Total</b>			90,314.67
Woodland Library			
<b>150 01631</b> - " Silhouette Sit-Stnd Stdnt Dsk, Collab, 21x30" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> V -3/4in Top w Bullet TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Woodland Library 20/30	3	369.05 671.00 45.00%	1,107.15
		Added an additional 2 items for Central Office	
<b>151 03095</b> - Interchange Wing Desk <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmpr TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD	32	175.45 319.00 45.00%	5,614.40

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Description	Quantity	Unit Price	Extended Price
<b>151</b> <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITH <b>Tag For</b> Woodland Library 23.5/41			
<b>152</b> <b>21051 - "BOOKTRUCK, 3 FLAT SHELF, 18""D X 36""W X 43""H"</b> <b>Cart Finish:</b> Smith System Paint CE - CERULEAN SMITH <b>Tag For</b> Woodland Library	3	320.10 582.00 45.00%	960.30
<b>153</b> <b>26159 - "CASCADE TEACHER DESK-BBFP (RH)"</b> <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM SMITH <b>Tag For</b> Woodland Library 24/54-D	1	651.75 1,185.00 45.00%	651.75
<b>154</b> <b>321100000 - "CASCADE MEGA-CASE-DOOR,SHELVES,CSTRS,RISER"</b> <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnl's <b>End Panel Finish:</b> Smith System Paint AP - APPLE <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD SMITH <b>Tag For</b> Woodland Library 30/43-S-R	1	886.60 1,612.00 45.00%	886.60
<b>155</b> <b>33848 - " Groove 16""H Stk Chr"</b> <b>Shell Finish:</b> Smith System Plastic APPLE - APPLE <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide SMITH <b>Tag For</b> Woodland Library Groove	22	70.40 128.00 45.00%	1,548.80
<b>156</b> <b>33848 - " Groove 16""H Stk Chr"</b> <b>Shell Finish:</b> Smith System Plastic CERULEAN - CERULEAN <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Glides:</b> Standard Nylon Base Glide	24	70.40 128.00 45.00%	1,689.60

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Description	Quantity	Unit Price	Extended Price
<b>156</b> SMITH <b>Tag For</b> Woodland Library Groove			
<b>157</b> <b>55003</b> - "Flowform Bean Bnch Lg" <b>Surface Finish:</b> Alphabet SFGO - FOG SMITH <b>Tag For</b> Woodland Library FLOWFORM	2	706.75 1,285.00 45.00%	1,413.50
<b>158</b> <b>55005</b> - "Flowform Mid Hght Bnch Divdr Crvd" <b>Surface Finish:</b> Alphabet SMDT - MEDITERRANEAN SMITH <b>Tag For</b> Woodland Library FLOWFORM	2	761.75 1,385.00 45.00%	1,523.50
<b>159</b> <b>56000</b> - "TBL-OVAL, FIXED HT, PEDESTAL BASE, 16X20" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Finish:</b> Smith System Plastic MIM - 799060 MISSION MAPLE LAMINATE <b>Frame Finish:</b> Smith System Paint SLV - SILVER <b>Edge Type:</b> E - 3/4" Top with 3mm Edgband SMITH <b>Tag For</b> Woodland Library 16/20	2	383.35 697.00 45.00%	766.70
<b>160</b> <b>NL2460</b> - "Elemental; Tbl-Nst n fld, W cstrs, 24x60" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMIANTE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Leg Finish:</b> Smith System Paint PLT - Platinum <b>Height:</b> EJ - Adjustable Height SMITH <b>Tag For</b> Woodland Library 24/60-EJ	1	612.15 1,113.00 45.00%	612.15
<b>161</b> <b>NL3060</b> - "Elemental; Tbl-Nst n fld, W cstrs, 30x60" <b>Worksurface Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMIANTE <b>Edge Type:</b> 1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Leg Finish:</b> Smith System Paint PLT - Platinum <b>Height:</b> EJ - Adjustable Height	6	647.90 1,178.00 45.00%	3,887.40



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Description	Quantity	Unit Price	Extended Price
<b>161</b> SMITH <b>Tag For</b> Woodland Library 30/60-EJ			
<b>162</b> 55013 - Flowform Flex Screen Bubbles <b>Screen Finish:</b> Smith System PET SMGR - MOSS GREEN <b>Foot Finish:</b> Smith System Paint PLT - PLATINUM SMITH <b>Tag For</b> Woodland Library FLOWFORM	1	1,182.50 2,150.00 45.00%	1,182.50
<b>163</b> 921W00000 - "CASCADE MEGA-TOWER-DOOR,SHELVES,CSTRS,WB BACK" <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnl <b>End Panel Finish:</b> Smith System Paint AP - APPLE SMITH	2	1,253.45 2,279.00 45.00%	2,506.90
<b>164</b> FREIGHT - Freight Smith System SMITH	1	806.26 0.00 0.00%	806.26
<b>165</b> 436AIR - Steelcase Series 2; Chair-Air back <b>AIR BACK FINISH:</b> PLASTIC - PG1 5U26 - WASABI <b>SEAT FINISH:</b> FOUNDATION 5877 - FOGGY NIGHT <b>SEWN SEAT UPHOLSTERY TYPE:</b> SEWN <b>COLOR SCHEME:</b> SEAGULL <b>BASE FINISH:</b> TEXTURED PAINT 7243 - SEAGULL <b>HEADREST OPTION:</b> NO HEADREST <b>COAT HANGER:</b> NO COAT HANGER <b>ARM TYPE:</b> HEIGHT,WIDTH,PIVOT,DEPTH ARM <b>CYLINDER TYPE:</b> STANDARD RANGE <b>CASTER OR GLIDE TYPE:</b> HARD CASTERS <b>SOIL RETARDANT OPTION:</b> NO SOIL RETARDANT STEELCASE <b>Tag For</b> Woodland Library SERIES2	1	528.57 1,221.00 56.71%	528.57
<b>166</b> TS34401 - Alight; Ottoman-Round <b>UPHOLSTRY:</b> 59DF GRADED IN PR. GRP. 6 THE DESIGNTEX GROUP PURCHASER: VENDOR PATTERN: BEGUILLED BY THE WILD -3043 COLOR: PARAKEET -405 DIRECTION: VERTICAL	1	393.88 916.00 57.00%	393.88

Added per Heather's  
 comments 09/13



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Description	Quantity	Unit Price	Extended Price
<b>166 LEG OPT: *OPT:LEG OPTIONS</b> <b>GLIDES: LOW PROFILE GLIDES</b> STEELCASE <b>Tag For</b> Woodland Library ALIGHT			
<b>167 TS34401 - Alight; Ottoman-Round</b> <b>UPHSTRY: 59DF GRADED IN PR. GRP. 6</b> THE DESIGNTEX GROUP PURCHASER: VENDOR PATTERN: BEGUILLED BY THE WILD -3043 COLOR: TORTOISE -502 DIRECTION: VERTICAL <b>LEG OPT: *OPT:LEG OPTIONS</b> <b>GLIDES: LOW PROFILE GLIDES</b> STEELCASE <b>Tag For</b> Woodland Library ALIGHT	1	393.88 916.00 57.00%	393.88
<b>168 CRBK - Bookcase</b> <b>SIZE OPTION: MODULAR</b> <b>DEPTH: 15.00000</b> <b>WIDTH: 30.00000</b> <b>HEIGHT: 66.50000</b> <b>CASE FINISH: WOODGRAIN LPL 24L0 - GRAPHITE WALNUT (LPL)</b> STEELCASE	7	483.75 1,125.00 57.00%	3,386.25
<b>169 CUSRG-SCG CUSTOM RUG - CUSRG-SCG Custom Area Rug</b> 11'x11' square rug, Verve Vibrance 52327, Broadloom Yarn Serge edge SHAW	1	2,007.32 0.00 0.00%	2,007.32
<b>170 FREIGHT - Freight - Shaw</b> SHAW	1	27.06 0.00 0.00%	27.06
<b>171 DOUBLE SIDED STORAGE - Custom Straight Mobile Double</b> Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Atlantis (WA D25-38) MOORECO	7	2,598.09 5,302.22 51.00%	18,186.63

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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**Quotation 42420**  
 Page 34 / 36 (cont'd)

Description	Quantity	Unit Price	Extended Price
<b>172 DOUBLE SIDED STORAGE</b> - Custom Straight Mobile Double Sided Storage w/Laminate divider ST.SW.C.S.DS.4242.7PL.WHL.WG N-XXXX Laminate: Wilsonart Mission Maple (WA 7990-38) Divider: Wilsonart Island (WA D498-38) MOORECO	7	2,598.09 5,302.22 51.00%	18,186.63
<b>173 SOFT SEATING</b> - Soft Seating - 15" Round x 5" Tall Rocking Stool with Black Base - V1-Mogul EPU Deal 97R105-GRADE4 MOORECO	5	183.10 373.68 51.00%	915.50
<b>174 SOFT SEATING</b> - Soft Seating - 15" Round x 5" Tall Rocking Stool with Black Base - V1-Mogul EPU Finance 97R105-GRADE4 MOORECO	5	183.10 373.68 51.00%	915.50
<b>175 V21U00000</b> - "CASCADE MEGA-CASE-MAKER CART" <b>Edge Panel Configuration:</b> P- Pltnm Body w/Solid End Pnl's <b>End Panel Finish:</b> Smith System Paint CE - CERULEAN <b>Laminate Top Finish:</b> Smith System Laminate 799060 - MISSION MAPLE LAMINATE <b>Edge Type:</b> 1-1 1/4in Top w 3/8in Bmp TMld <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD SMITH	1	1,781.45 3,239.00 45.00%	1,781.45
<b>176 POWER TOWER</b> - Power Tower MOORECO	3	354.39 723.25 51.00%	1,063.17
<b>177 FREIGHT</b> - Freight - MooreCo MOORECO	1	2,555.82 0.00 0.00%	2,555.82
<b>Sub Total</b>			75,499.17
<b>Total</b>			75,499.17
<b>178 KNX LABOR NONTAX</b> - Labor and Tools to Receive and Install during normal business hours. Includes ; Site visit verifications, Receiving Material, Staging Material in a Managed warehouse for up to one week, Deliver material to Job Site including Site safety protocols, Check/ Sign ins, Obtaining work permits, Install material, Sweep Clean Jobsite, Wipe down furniture, remove trash and take trash to the Recycling Center. Connecting	1	64,157.24 0.00 0.00%	64,157.24

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**Quotation 42420**  
**Page 35 / 36 (cont'd)**

Description	Quantity	Unit Price	Extended Price
178 furniture power to the building power is not provided in our cost proposal. Power connections to be completed by owner. WSI can provide a separate quote for a licensed electrician to connect the power. WORKSPACE			
<b>Quotation Totals</b>			
<b>Sub Total</b>			685,477.58
<b>Grand Total</b>			<b>685,477.58</b>

**End of Quotation**

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

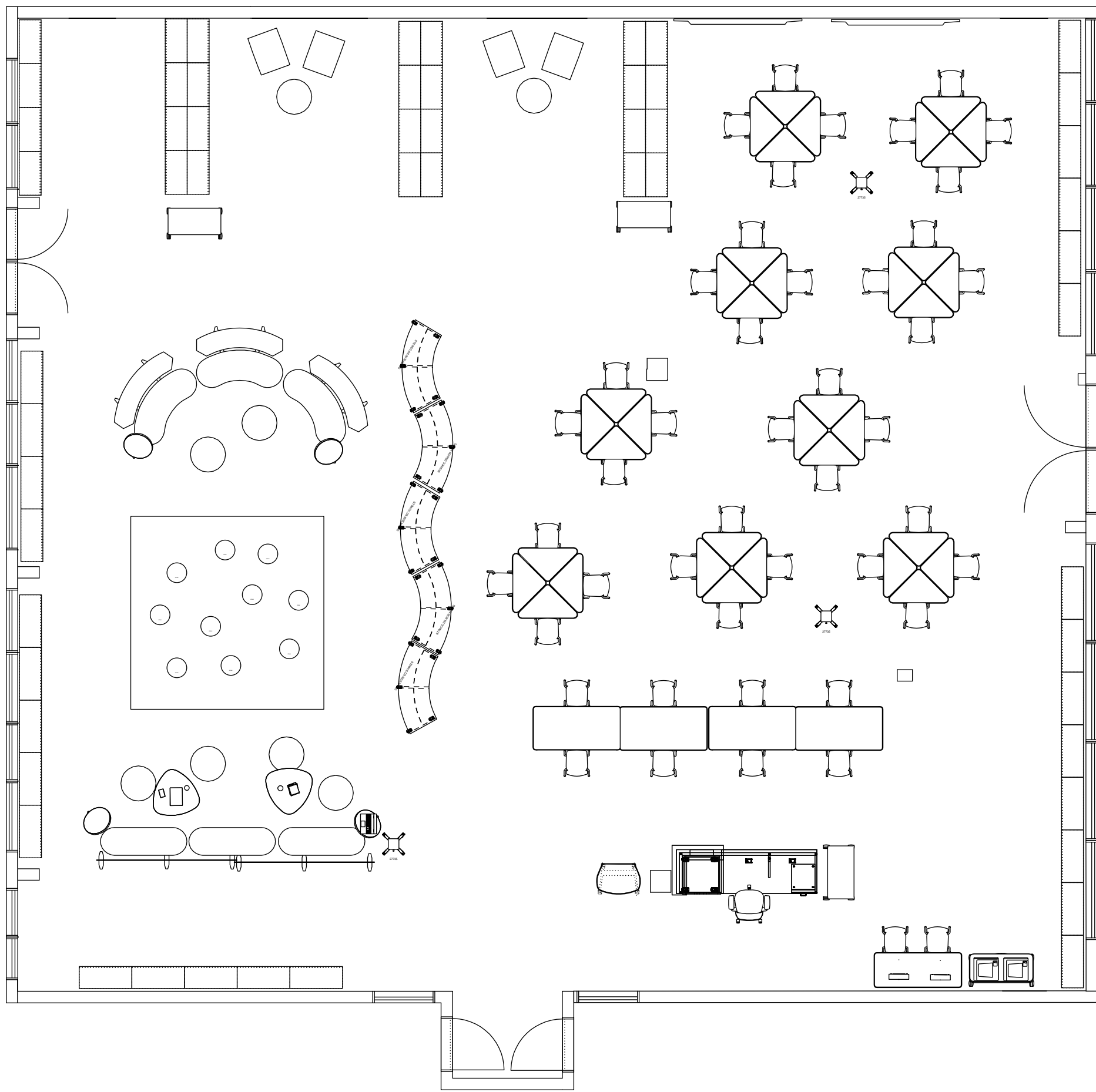


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WorkSpace Interiors, Inc.  
 Terms and Conditions

(WorkSpace Interiors, Inc. is hereafter referred to as "Seller." Customer is hereafter referred to as "Buyer.")

- I. **QUOTATIONS AND ORDERS:**
  - A. **TERM:** All prices guaranteed for 30 days from the date of quotation unless otherwise indicated on the quote.
  - B. **BUYER ORDER:** A Buyer's order is considered a binding contract. Seller is obligated to perform to the order specifications when the Buyer confirms the order in writing by either: (1) issuing a purchase order, (2) authorizing letter, (3) signs a WorkSpace Interiors., Inc. Customer Agreement, (4) signed Quote, or (5) other Buyer correspondence instructing Seller to proceed with placing the order.
  - C. **CANCELLATIONS, CHANGES, AND RETURNS:** If this Quote is accepted (confirmed) by the Buyer (See BUYER ORDER), it is understood and agreed that any subsequent changes are subject to the Seller's ability to conform and are dependent upon manufacturer or vendor approval. Changes to quantity or specifications are subject to approval by the manufacturer and may affect timelines for Delivery and Installation and the need for Storage. There will be additional charges due to changes made after a Buyer order is confirmed. All requests for changes in quantity or specifications shall be delivered to the Seller in writing.
- II. **INVOICING:**
  - A. **DEPOSIT AND TIMING:** A deposit of up to 65% of the quote is due within 7 days of the Buyer order. New customers may be subject to an additional deposit based on order size and an evaluation of credit worthiness.
  - B. **INVOICING:** Buyer will be invoiced a deposit invoice as referenced above at the time of order. When the majority of product related to the order has been received by the Seller, the Seller may, at their discretion, invoice for an additional amount as would represent up to 95% of the order. The Buyer will receive a final invoice at the job's end for any remaining balance.
  - C. **PAYMENT TERMS:** The Buyer agrees to pay each invoice within 15 days of the invoice date. The Buyer agrees to pay a finance charge of 1.5% per month at the annual percentage rate of 18% on all delinquent invoices as well as expenses, attorney fees and court costs which Seller incurs by reason of Buyer's default.
- III. **OTHER CHARGES:**
  - A. **CREDIT CARD PROCESSING FEES:** Payment by credit or debit cards will incur an additional processing fee as imposed by the various credit card payment networks.
  - B. **FREIGHT:** The Buyer shall be responsible for freight charges. Freight are estimates at the time of quoting and are subject to change when an order is placed.
  - C. **STORED MATERIAL/PRODUCT RECEIVED:** The Buyer's order will specify the location of shipment and the duration of any planned storage. If product is shipped to the Seller's warehouse, the Buyer will be billed a storage fee per square foot for each 30-day period that the product is in storage (see INVOICING and DELAYS).
- IV. **DELIVERY AND INSTALLATION:**
  - A. **RESPONSIBILITIES:** If delivery and/or installation is required as a part of this proposal, the Seller will perform such services.
  - B. **JOB SITE:** The job site shall be clean, clear, and free of debris prior to installation. If the site is not ready or other trades inhibit work, there may be additional charges and/or delay of installation. Electric current, heat, hoisting and/or elevator service will be provided without charge to the Seller. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided.
  - C. **CLAIMS:** Claims for transportation damage will be prosecuted by the Seller and damaged product will be repaired to the satisfaction of the Buyer or product replaced.
  - D. **STORAGE SPACE:** Provided product will not be scheduled to arrive at the site earlier than the date requested. If storage is required, safe and adequate space will be provided by the Buyer based on the Seller's consultation. At the Buyer's request, the Seller may provide the space, which will result in a storage charge that will be the responsibility of the Buyer. In the event of changes in the plan for delivery of the product after the Buyer Order, there will be additional charges for transportation and handling. Additionally, if the product must be moved due to progress of other trades or other reason, this will result in additional charges that will be the responsibility of the Buyer.
  - E. **DAMAGE:** After arrival at the site, any loss or damage caused by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the Buyer, and the Buyer agrees to hold the Seller harmless from loss for such reasons.
  - F. **INSURANCE:** Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational Disease insurance are carried by the Seller and certificates will be delivered upon request. Fire, Tornado, Flood, and other insurance at the site will be provided and paid for by the Buyer.
  - G. **DELIVERED GOODS:** Product delivered and brought onto the job site as scheduled shall be inspected by the Buyer or Buyer's designated contact for damage and count verification, and the Buyer will sign for the product as received, clearly noting any exception as to condition and/or count.
  - H. **COORDINATION WITH BUYER CONTACT:** Buyer shall designate one person to coordinate the receipt, acceptance, and installation of product between the Seller and Buyer. Buyer contact will be available on site for signoffs on finished spaces.
  - I. **DELIVERY AND/OR INSTALLATION TIMELINE (TIMELINE):** The Timeline will be established at the time of the order. The Timeline will be based on the BUYER's requested date as well as the Vendor/Manufacturer's ability to adhere to the dates and the Seller's ability to perform. Delivery and/or installation will be made during normal business hours (Mon-Fri 8am-5pm) unless otherwise noted on order (or quote). If overtime, weekends, or other nonstandard hours are required, the Seller will present a change order for the rate differential before the work is performed.
  - J. **DELAYS:** If delays from the established Delivery and Installation Timeline (see TIMELINE section) occur, the product will be stored until installation can be completed. The Buyer will be invoiced for product in accordance with INVOICING section. Transfer and storage charges resulting from the delay shall be paid by the Buyer.
5. **ADDITIONAL TERMS:**
  - A. **WARRANTY:** All product is warranted by the Seller to be free from defects in materials and workmanship for 6 months from delivery date unless otherwise specified.
  - B. **TAXES:** Prices do not include any applicable sales, use, excise, or any other tax. Any applicable taxes will be added to prices at time of invoicing and the Buyer agrees to pay the same. Buyers exempt from taxes will furnish Certificates of Exemption.
  - C. **TITLE AND RISK OF LOSS:** In general, title and risk of loss to the subject product will pass from the Seller to the Buyer as the Buyer is invoiced for the product. The Buyer acknowledges a lien on product until all invoices are paid in full.
  - D. **NO OTHER AGREEMENTS:** There are no other agreements expressed or implied other than those specified herein and those set forth in the specifications attached. The terms and conditions set forth herein and in the above-mentioned documents may not be varied except upon the written approval of both Buyer and Seller. This quotation has been prepared for the named Buyer and remains the exclusive property of WorkSpace Interiors, Inc. No part of this document may be reproduced and or distributed without the express written consent of WorkSpace Interiors, Inc.



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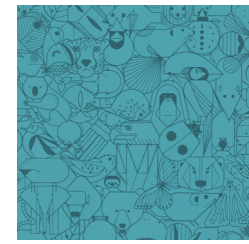
**LINDEN MEDIA CENTER**  
**Oak Ridge Schools**

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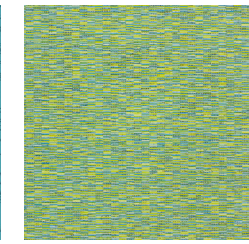
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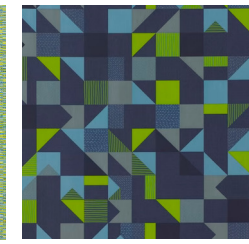
OAK RIDGE, TN 37830



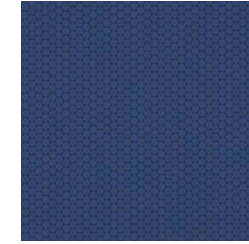
DESIGNTEX BEGUILD  
BY THE WILD  
PARAKEET



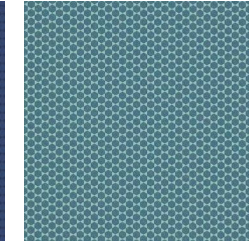
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STRATA ENERGY



MOMENTUM SILICA  
SCOUT VAST



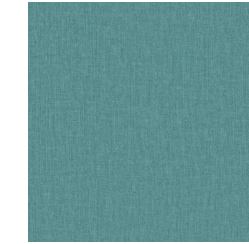
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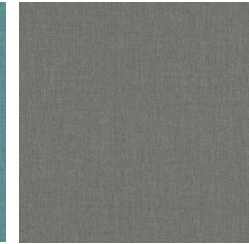
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EPU DEAL



DESIGNTEX BEGUILD  
BY THE WILD  
TORTOISE



DESIGNTEX  
ALPHABET  
MEDITERRANEAN



DESIGNTEX  
ALPHABET FOG

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**LINDEN MEDIA CENTER**

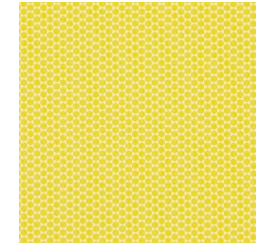
**Oak Ridge Schools**

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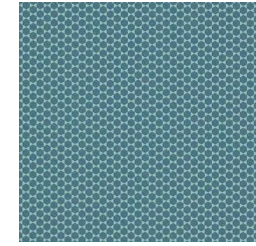
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OAK RIDGE, TN 37830



MOMENTUM MOGUL  
EPU LIMELIGHT



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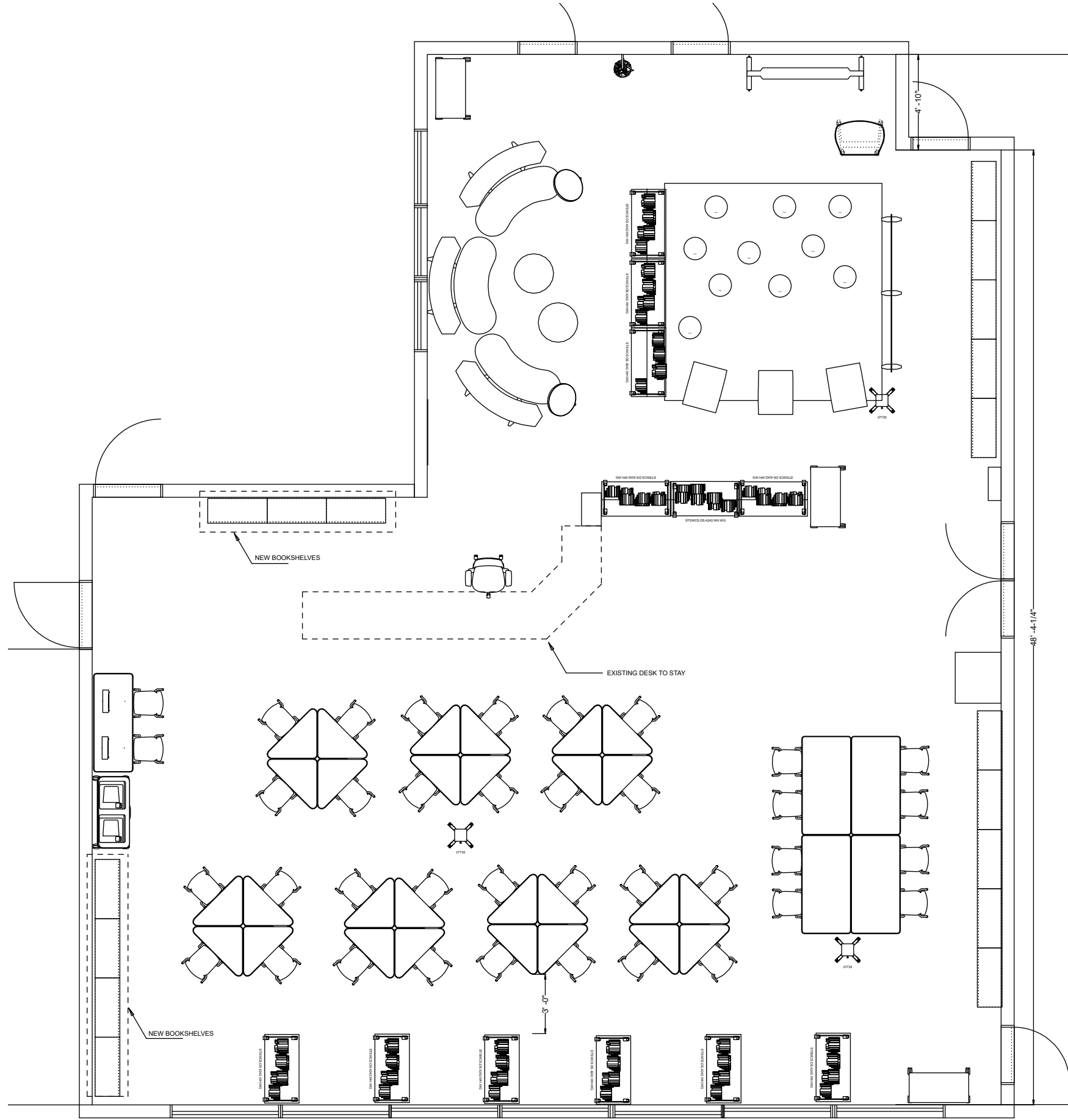
**CLASSROOM TYPICAL**  
**Oak Ridge Schools**

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**WILLOWBROOK MEDIA CENTER**

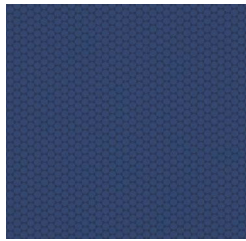
**Oak Ridge Schools**

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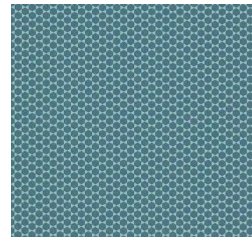
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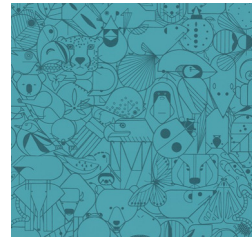
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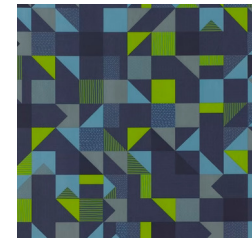
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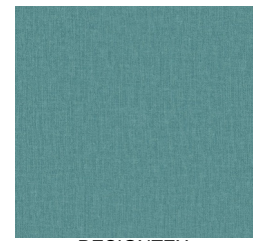
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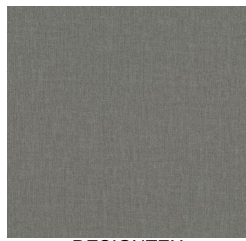
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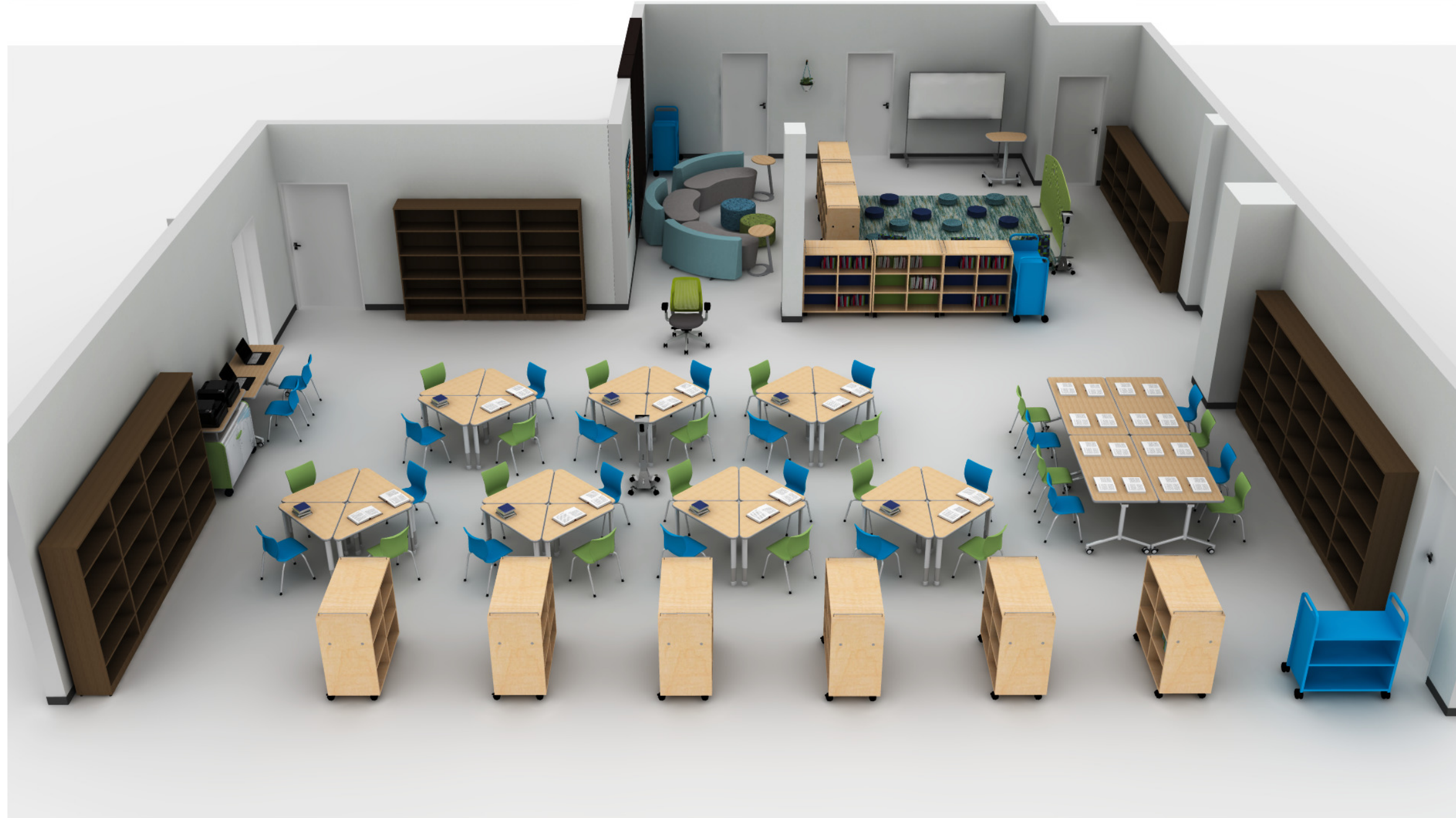
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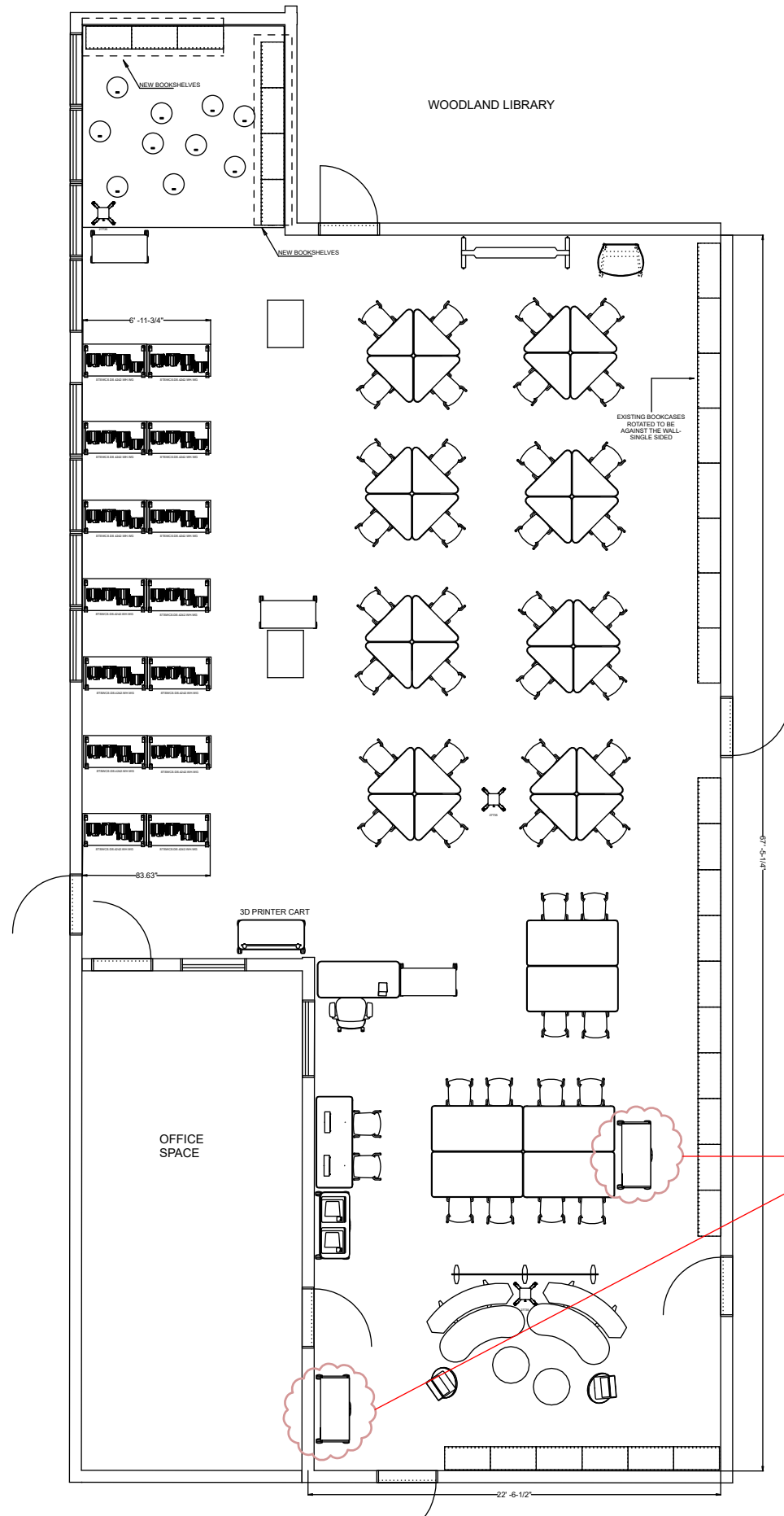
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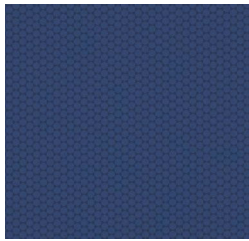
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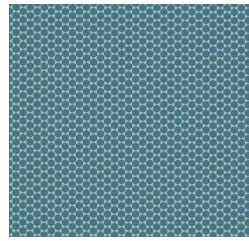
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**Oak Ridge Schools**

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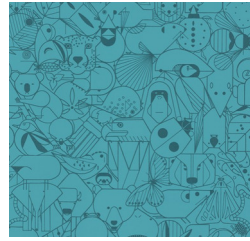
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MOMENTUM MOGUL  
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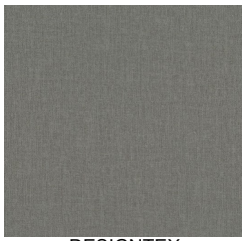
DESIGNTEX BEGUILLED  
BY THE WILD  
TORTOISE



DESIGNTEX BEGUILLED  
BY THE WILD  
PARAKEET



DESIGNTEX  
ALPHABET  
MEDITERRANEAN



DESIGNTEX  
ALPHABET  
FOG



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**WOODLAND MEDIA CENTER**

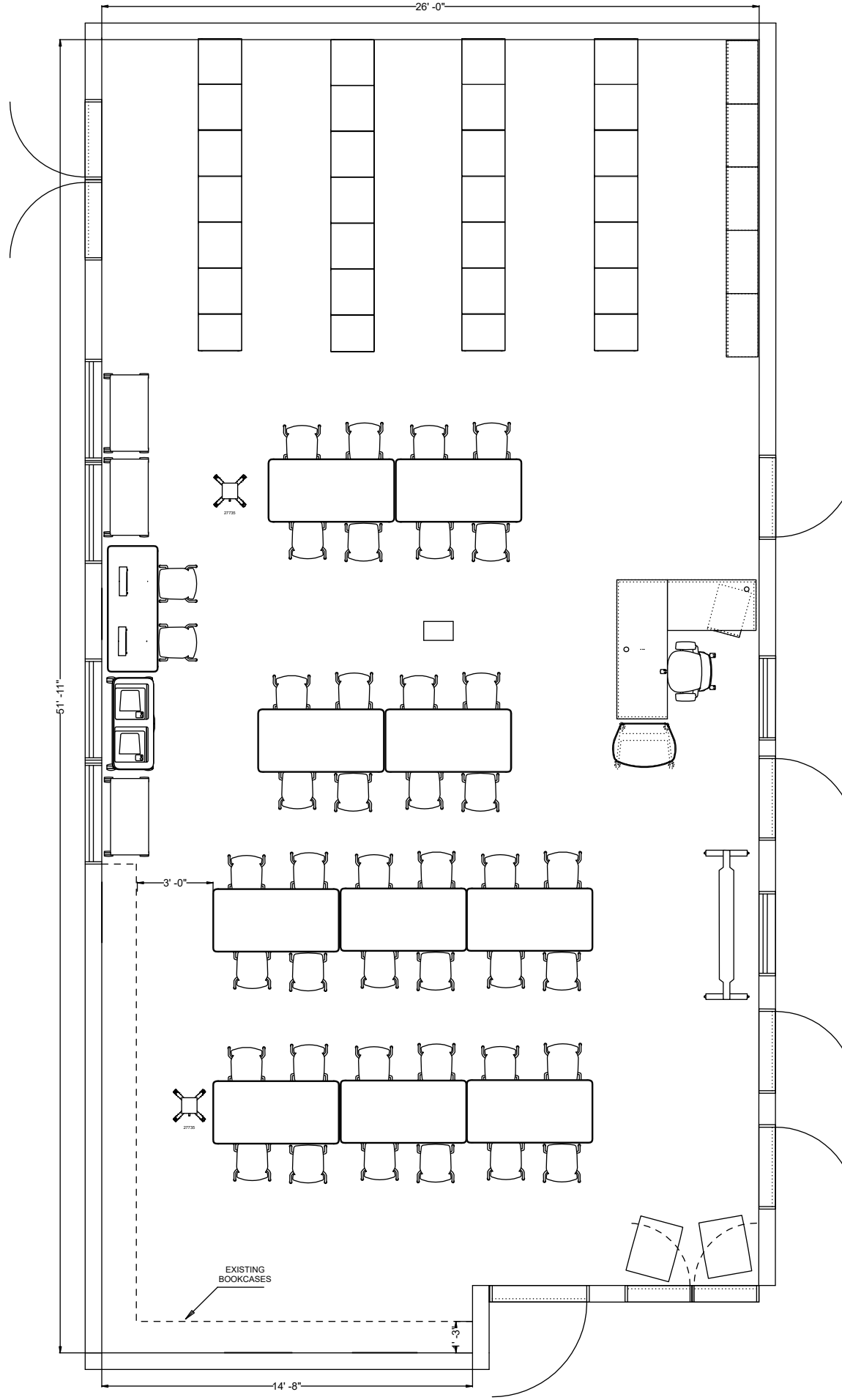
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OAK RIDGE, TN 37830



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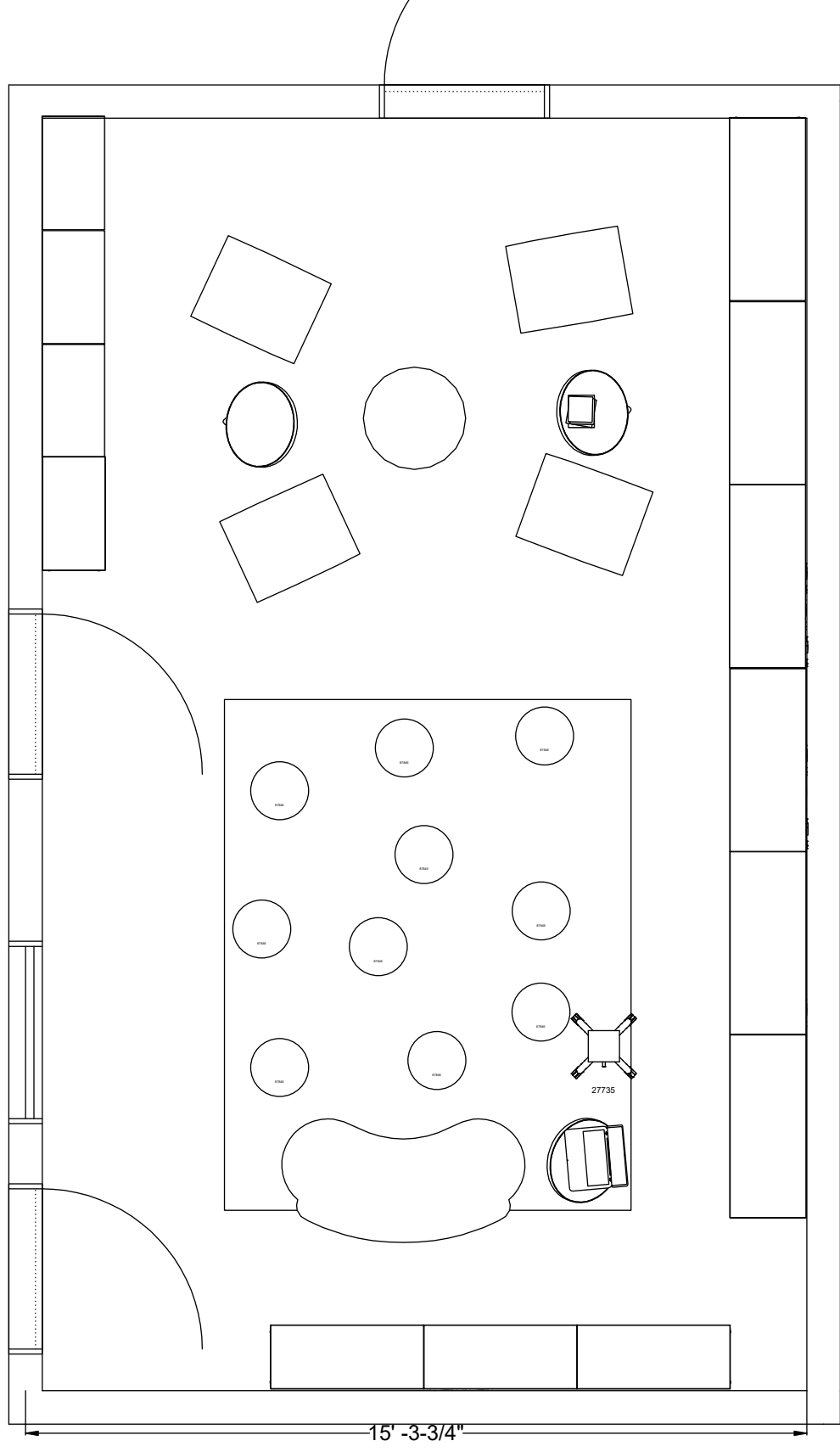
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**GLENWOOD READING ROOM**

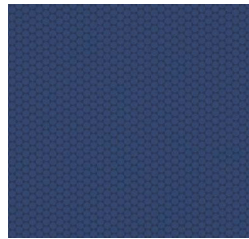
**Oak Ridge Schools**

OAK RIDGE, TN 37830

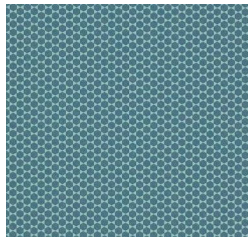
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**FF-10**

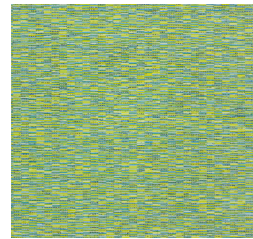




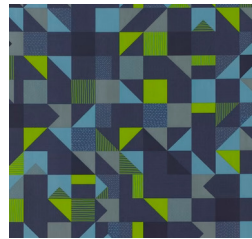
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EPU FINANCE



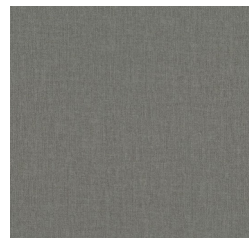
MOMENTUM MOGUL  
EPU DEAL



MOMENTUM SILICA  
STRATA ENERGY



MOMENTUM SILICA  
SCOUT VAST



DESIGNTEX  
ALPHABET FOG



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**GLENWOOD READING ROOM**

**Oak Ridge Schools**

OAK RIDGE, TN 37830

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**FF-11**



Purchasing Department  
 5723 Middlebrook Pike  
 Knoxville, TN 37921

**Ship To:**

C/O Department  
 All University of TN Campuses  
 Address designated by Dept.  
 Details designated by Dept.  
 City to be given at order placement , TN 37996

**Framework Purchase Order**

**Information**

**Date:** 01/31/2020  
**Framework PO #:** 5500007704  
**Payment Terms:** within 30 days Due net  
**Delivery Date:** 01/01/2020  
**F.O.B.** FOB Shipping Point PP & Add  
**Buyer:** Lisa Pate  
**Phone:** 865-974-3101  
**Fax:** 865-974-2973  
**Validity Dt: From** 01/01/2020 **To** 10/31/2028  
**Collective Number:** 1317323

**Vendor Address**

Vendor No. 1092801  
 MINDY LANDRY  
 WORKSPACE INTERIORS  
 200 E MAIN STREET  
 Kingsport TN 37660

**Bill To:**

All University of TN Campuses  
 Address designated by Dept.  
 Details designated by Dept.  
 City to be given at order placement

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
			Please see attached purchase order terms.  Contact information:  Primary Contact - Mindy Landry Title: Vice President of Sales Email: MLandry@workspaceinteriors.com Mailing address (correspondence): 2820 Middlebrook Pike, Ste. 104, Knoxville, TN 37921 Mailing address (Accounting Dept.): PO Box 809, Kingsport, TN 37662 Main Office phone#:(865)223-5420/cell #: (865)567-2548  Secondary Contact - Shelli Ronk Title: Design Coordinator/Lead Design office:(865)223-2408/cell:(901)598-6124 fax: (865)223-5405 email: sronk@workspaceinteriors.com  Under the Sourcewell (formerly NJPA) & E&I contracts, WSI services the entire state of Tennessee;		
00001	1	LOT	Furnish, deliver and install various	1,000,000.00	1,000,000.00

Purchasing Department  
 5723 Middlebrook Pike  
 Knoxville, TN 37921

**Ship To:**

C/O Department  
 All University of TN Campuses  
 Address designated by Dept.  
 Details designated by Dept.  
 City to be given at order placement , TN 37996

**Framework Purchase Order**

**Information**

**Date:** 01/31/2020  
**Framework PO #:** 5500007704  
**Payment Terms:** within 30 days Due net  
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**F.O.B.:** FOB Shipping Point PP & Add  
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**Vendor Address**

Vendor No. 1092801  
 MINDY LANDRY  
 WORKSPACE INTERIORS  
 200 E MAIN STREET  
 Kingsport TN 37660

**Bill To:**

All University of TN Campuses  
 Address designated by Dept.  
 Details designated by Dept.  
 City to be given at order placement

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
			furnishings from various manufacturers with varying discounts per the attached documents.  The following types of furniture and business solutions are offered: Office Classroom Auditorium seating Laboratory Lounge Dorm Outdoor Healthcare Ergonomic Seating Technology (furniture with integrated technology) Portable Power Distribution Architectural Solutions Acoustic Solutions Storage Solutions Worktools (computer support, task lighting, power + cable management, organization tools, whiteboards) Residential Furniture, Decor, Lighting  For purchased volumes of any specific (same manufacturer) product less than \$50,000 annually, an additional 1% is added to the discount off list. Discount will be added at time of order.		

Purchasing Department  
 5723 Middlebrook Pike  
 Knoxville, TN 37921

**Ship To:**

C/O Department  
 All University of TN Campuses  
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Vendor No. 1092801  
 MINDY LANDRY  
 WORKSPACE INTERIORS  
 200 E MAIN STREET  
 Kingsport TN 37660

**Bill To:**

All University of TN Campuses  
 Address designated by Dept.  
 Details designated by Dept.  
 City to be given at order placement

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
			For purchased volumes of any specific (same manufacturer) product more than \$50,001 annually, an additional 2% is added to the discount off list (2% on all purchases above \$50,001). Discount will be added at time of order.		
			<b>Total Net Amount without Tax USD</b>		===== <b>1,000,000.00</b>
			The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. 60:1,4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.		

## Framework Order Terms

### Purchasing Agreement #: 5500007704

This agreement is dated 1/24/2020 , and is between The University of Tennessee (“University”), and Workspace Interiors (“Supplier”). The parties agree as follows:

#### 1. **Term; Renewal; Termination:**

- a. **Term:** This agreement begins at 12:01 AM Eastern Time on 1/1/2020 and ends at 11:59 PM Eastern Time on 10/31/2028
- b. **Renewal:** none
- c. **Termination:**
  - i. **For Cause:** If Supplier materially breaches this agreement, University may terminate this agreement immediately.
  - ii. **Unrestricted Right:** Either party may terminate this agreement for any reason by giving the other party at least 30 days’ prior notice.
  - iii. **Work:** If University terminates this agreement, upon receipt of University’s notice of termination, Supplier shall immediately stop all work under this agreement.
- d. **No Automatic Renewal:** Any terms included in Supplier’s documentation that attempt to renew the agreement automatically do not apply to the University.

#### 2. **Agreement Based Upon:** Response to Furniture RFQ-S #2018-05-01

3. **Scope:** Supplier will furnish, deliver and install various furnishings.

4. **Cooperative Procurement:** This agreement is open to any organization, provided Supplier agrees. Any university, college, school, or government agency (third-party entity) may purchase under this agreement. The third-party entity may negotiate its own terms with the Supplier.

#### 5. **Pricing and Payment:**

- a. **Payment Terms:** Net 30
- b. **Pricing Structure:** Supplier will provide pricing to University as follows:  
See attached documents for percentage of discount from price list.
  1. For purchased volumes of any specific (same manufacturer) product less than \$50,000 annually, an additional 1% is added to the discount off list. Discount will be added at time of order.

2. For purchased volumes of any specific (same manufacturer) product more than \$50,001 annually, an additional 2% is added to the discount off list (2% on all purchases above \$50,001). Discount will be added at time of order.
- c. Pricing Accuracy: Supplier shall make reasonable efforts to ensure that Supplier charges the University accurate pricing for 100% of University's order. Supplier shall take the following steps to self-audit Supplier's pricing: WSI utilizes software to ensure accurate billing and auditing.
- d. Prohibited Costs: Supplier shall not charge the University any costs, unless the cost is explicitly stated in this agreement.
1. Deposits: 50% on all orders over \$250,000 and listed as "deposit" on the invoice.
  2. Cleaning fees: prices for various cleaning options are listed in attachment and will be clearly indicated on the invoice
  3. Customs/International fees: Supplier cost from manufacturer + overhead + markup and will be itemized on the invoice.
  4. Documentation fees: A fee of 10% will only be added if the manufacturer requires them and would be itemized in the quote that is provided to the user. The fee will also be itemized on the invoice.
  5. Hazardous material fees: Supplier cost from manufacturer + overhead + markup and will be itemized on the invoice.
  6. Hourly fees: As listed on attachment – Schedule B.1 and clearly listed on invoice.
  7. Labor/installation: As listed on attachment- Schedule B.2 and clearly listed on invoice.
  8. Processing fees: A fee of 10% will only be added if the manufacturer requires them and would be itemized in the quote that is provided to the user. The fee will also be itemized on the invoice.
  9. Profit: 15% of total cost and itemized on invoice.
  10. Rush order/expedited shipping: cost per manufacturer and listed on invoice.
  11. Service fees: The University will pay interest in the amount of 1.5% per month on the outstanding balance if an invoice is not paid after 45 days of the receipt of the invoice or date the goods or services were received, whichever is later.
  12. Shipping/freight/logistics: Supplier cost from manufacturer + overhead + markup and will be itemized on the invoice.
  13. Surcharge: A 10% charge may be added (only if required by the manufacturer) due to charges outside their control (ex. fuel or steel). This will be itemized on the quote and the invoice.
  14. Travel: Travel to be reimbursed according to UT's travel policy. To view the travel policy see:  
<https://universitytennessee.policytech.com/docview/?docid=408&public=true>

6. **Ordering & Delivery:** Orders can be placed via the following methods:
  - 1) Email: MLandry@workspaceinteriors.com (email confirmation will be sent)
  - 2) Fax: (Knoxville) 865-223-5405
  - 3) US Mail/Express Courier: 2820 Middlebrook Pike, Ste. 104, Knoxville, TN 37921
  
7. **Cancelling Orders:** By phone, email or text denoting specific quote and purchase order to the contract contact. Cancel prior to order acknowledgment is confirmed with the manufacturer.
  
8. **Restocking Fees:** 50% of purchase price will be charged for restocking and will be listed as a separate line item on the invoice.
  
9. **Warranty:** WSI agrees to honor and service all manufacturers' stated warranties against manufacturer defects for their stated time frame.  
 WSI will provide a one-year warranty for installation services under the conditions of normal use and compliance to the manufactures care and maintenance guidelines.  
 Once an issue is noticed of a product or service provided by WSI, UT will contact the WSI point of contact listed below.

WSI will send a field technician to make a site visit to gather information on the product. If WSI can't correct the issue directly, WSI will contact the manufacture and initiate the warranty claim process specific to the manufacture.

Once the manufacturer provides a resolution to the warranty claim/issue, WSI will contact UT to provide the manufacture's recommendation on resolution including but not limited to: Replacement including parts and labor; Repair including parts and labor; Replacement not including parts and labor; Repair not including parts and labor; Labor only

For warranty issues, contact:

Travis Vaughn, Warehouse Manager

mobile: 865-407-9713 / [email: tvaughn@workspaceinteriors.com](mailto:tvaughn@workspaceinteriors.com)

## 10. **Shipping**

- a. **Arrangement:** Supplier will arrange shipping goods to the University's specified locations.
- b. **Costs:** UT pays shipping costs to the vendor, who then pays the manufacturer.
- c. **Insurance:** Seller is beneficiary of the insurance which covers full replacement costs. The deductible is \$500, paid by the seller. There is no mark-up or extra fee charged by the supplier. Insurance policy provided by: TIS Insurance
- d. **Third-Party Carrier:**
  - i. **Reporting Damages:** The seller who receives the goods is responsible for reporting the damages. If the damage is discovered by the University, report the damage to Mindy Landry, WSI, via email at [MLandry@workspaceinteriors.com](mailto:MLandry@workspaceinteriors.com).

- ii. **Declared Value:** Seller will declare the value of the item to the carrier.
  - e. **Title:** The University takes title to the goods upon University's physical receipt of goods.
  - f. **Damages:** Supplier is responsible for all damages that occur during shipment, regardless of cause, until the University takes title to the goods. The University may inspect the goods at any time from the point that University takes title to 4 business days later. Within the 4 business day period, the University may reject any goods without penalty by providing Supplier notice.
11. **Returns:** Returns are subject to restocking if after delivery. No refunds provided if for convenience only.
12. **Refunds:** Refunds would be direct payment back to the university less any specified handling fees outline previously.
13. **Insurance:** During the term of this agreement, Supplier shall maintain the insurance coverage stated in Schedule 1.
14. **Licenses:**
- a. **Contractor's License:** See Schedule 2  
Supplier or any sub-contractors who will perform the work must follow the state of Tennessee contractor's license requirements. Supplier shall consult with the University System Administration's Office of Procurement Services, if Supplier has any questions regarding licensing requirements.
15. **Bonds:** Not applicable
16. **State Building Commission:** Multiple state of Tennessee regulations govern state property, including alterations to rooms, such as installing capital equipment. Accordingly, in the event that a University department requests a good or service from Supplier that is valued at \$100,000 or more when that good or service will alter the existing conditions of university property, Supplier shall not proceed with the order until Supplier obtains the University System Administration's Office of Procurement Services approval to proceed.
17. **Miscellaneous:**
- a. **Additional Goods or Services:** The parties may mutually agree to add additional goods or services from Supplier.
  - b. **Invoice Format:** Supplier's invoices must at least contain the following:
    - i. Billed to "The University of Tennessee"
    - ii. Itemized description of the goods or services purchased, including unit of measure and unit price
    - iii. Supplier's name and address
    - iv. Transaction date

- v. Transaction total
- c. Payment:
  - i. Invoicing: Unless stated otherwise, the University initiates payment for materials or services upon receipt of all goods and services and receipt of an original, itemized invoice that reflects accurate contract prices. Invoices failing to itemize the order, reference the purchase order, or are undated may cause a delay in payment or rejection of the invoice.
  - ii. Late Payment: University's payment will not be considered late unless University pays later than 45 calendar days after receiving Supplier's invoice.
- d. Non-Exclusivity/No Required Quantities: The University will promote the use of this agreement; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the Supplier. Also, this agreement does not obligate the University to make any purchases from Supplier.
- e. Assignment: This agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this agreement.
- f. Records; Audit:
  - i. Records: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
  - ii. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Supplier's records that relate to this agreement.
  - iii. Assistance: Supplier shall provide the University any documentation, access to information, or other assistance necessary for the University to ensure that the Supplier complies with its obligations under this agreement.
- g. Supplier Adherence to Agreement: Supplier may only sell goods or services listed in the University's purchase order. If Supplier sells items not listed in the University's purchase order, the University may terminate the purchase order immediately.
- h. No Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
- i. Iran Divestment Act: The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this agreement. Supplier hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- j. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

- k. Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
- l. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
- m. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
- n. Severability: The parties intend as follows:
  - i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
  - ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
  - iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
- o. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Supplier maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.
- p. Debarment: Supplier hereby attests that the following are true statements:
  - i. Supplier is not currently debarred by the U.S. federal government.
  - ii. Supplier is not currently suspended by the U.S. federal government.
  - iii. Supplier is not currently named as an "excluded" supplier by the U.S. federal government.
- q. Fraudulent Orders: Supplier is solely responsible for ensuring that Supplier fulfills only legitimate orders. The University is not responsible for any fraudulent orders (for purposes of this agreement, "fraudulent orders" means any order that is not: (a) made by the University, or (b) for the University's official use.

**18. Background Checks, Premise Rules and Conduct:**

- a. Background Checks:
  - i. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For purposes of this agreement, "criminal conduct" means (a) that the person is listed on any state's sexual offender registry; (b) that person is

listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.

- ii. **Prompt Background Checks:** If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
  - b. **Premises Rules:** When Supplier is physically present on University property, Supplier shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and act in full compliance with, University's rules, policies, and procedures (collectively referred to as "rules."). For example, Supplier shall ensure that it complies with the University's applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
  - c. **Conduct:** Supplier will make reasonable efforts to ensure that Supplier's employees and sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Supplier must report, within 24 hours, to the University's Office of Procurement Services any complaints about Supplier's employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Supplier's employee emits smells that indicate that the individual consumed alcohol recently).
19. **Force Majeure:** Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
20. **Notice:**
  - a. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
  - b. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
    - i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and

- ii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- c. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Supplier:**

Workspace Interiors  
200 E Main St.  
Kingsport TN 37660  
ATTN: Mindy Landry

Email: [MLandry@workspaceinteriors.com](mailto:MLandry@workspaceinteriors.com)

**University:**

Legal notices only; do not send invoices to this address:

The University of Tennessee  
5723 Middlebrook Pike  
Knoxville, TN 37921-5946  
ATTN: Office of Procurement Services

Email: [contracts@tennessee.edu](mailto:contracts@tennessee.edu)

- d. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.
21. **Use of University Intellectual Property:** Except as allowed in this section, Supplier shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University's name in Supplier's list of clients.
22. **Modification; Waiver:**
- a. **Modification:**
    - i. No amendment of this agreement will be effective unless: (1) it is in writing; (2) it is signed by authorized officials of both parties; and (3) it specifically references this agreement.
    - ii. Only the University's authorized officials have the authority to bind the University.

- b. Waiver: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

23. **Compliance:**

a. Conflicts of Interest:

- i. Supplier states that no part of the Supplier's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Supplier in connection with any work contemplated or performed under this Agreement.
- ii. Supplier states that this Agreement is immediately void if the Supplier is, or within the past 6 months has been, an employee of the State of Tennessee or if the Supplier is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.

The parties are signing this agreement on the date listed in the introductory clause.

**The University of Tennessee**

Signature:     *Lisa Pate*    

Name:     Lisa Pate    

Title:     Buyer    

**Supplier**

Signature:     *Mindy Landry*    

Name:     Mindy Landry    

Title:     Vice President of Sales

## Schedule 1: Insurance

Supplier shall comply with the following terms regarding insurance:

1. **Additional Insurance Requirements:** Supplier's policies shall include, or be endorsed to include, the following provisions:
  - a. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee shall be an additional insured to the full limits of liability purchased by the Supplier, even if those limits of liability are in excess of those required by this contract.
  - b. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
2. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days' prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then 10 days' prior notice may be given. Such notice shall be sent directly to:

The University of Tennessee Office of Risk Management  
5723 Middlebrook Pike, Ste. 218  
Knoxville, TN 37996

If any insurance company refuses to provide the required notices, the Supplier or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within 7 days of receipt of insurers' notification to that effect.

3. **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Tennessee and with an "A.M. Best" rating of not less than A- VII. The University of Tennessee in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
4. **Verification of Coverage:** Supplier shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and

remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

5. **Subcontractors:** Supplier’s certificate(s) shall include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
6. **Approval:** Any modification or variation from the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
7. **Waiver of Subrogation:** Supplier hereby waives any right of subrogation on the part of its insurance provider against the University. Supplier shall ensure that its insurance certificates include the following language:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.

8. During the term of this agreement, Supplier must maintain the following insurance types and limits (or higher limits):

Insurance Requirements: Standard Limits for Goods and Services:	
Workers Compensation (WC):	Statutory Limits – required in all contracts
Employers’ Liability Each Accident	\$ 100,000
Employers’ Liability Disease – each employee	\$ 100,000
Employers’ Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability  
Combined Single Limit – each accident                      \$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation, General Liability and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

**Schedule 2: Contractor's License**

**See copy attached.**

# State of Tennessee

358744 11752998

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

WORKSPACE INTERIORS INC

*This is to certify that all requirements of the State of Tennessee have been met.*

**ID NUMBER:** 67371  
**LIC STATUS:** ACTIVE  
**EXPIRATION DATE:** July 31, 2021  
**\$1,500,000.00; BC**



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

**COST PROPOSAL: Manufacturer's Order Discount Schedule Based on List Pricing**

MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
<b>Steelcase</b>	<a href="https://www.steelcase.com/">https://www.steelcase.com/</a>	(Full Line) System, Casegood, Seating, Storage, Specialty	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Steelcase Education</b>	<a href="https://www.steelcase.com/discover/information/education/">https://www.steelcase.com/discover/information/education/</a>	Education focused seating, casegoods, meeting spaces	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Steelcase Health</b>	<a href="https://www.steelcase.com/discover/information/health/">https://www.steelcase.com/discover/information/health/</a>	Health Focused seating, casegoods, storage	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Coalesse</b>	<a href="https://www.coalesse.com/">https://www.coalesse.com/</a>	High end lounge and conference casegoods	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Smith Sytems</b>	<a href="https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/">https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/</a>	Education focused seating, casegoods, meeting spaces	35%	Negotiated	Negotiated	Not Included Freight Quoted per Project	12 year Warranty w/ Lifetime Frame Warranty
<b>Bolia</b>	<a href="https://www.bolia.com/en/">https://www.bolia.com/en/</a>	(Steelcase Ancillary Partner) Lounge, seating, casegoods, specialty items	7.50%	10.98%	Negotiated	Included	5 years
<b>MG+BW</b>	<a href="https://www.mgbwhome.com/">https://www.mgbwhome.com/</a>	(Steelcase Ancillary Partner) Lounge, seating, casegoods, specialty items	13.75%	21.95%	Negotiated	Included	1 year
<b>Extremis</b>	<a href="https://www.extremis.com/">https://www.extremis.com/</a>	Outdoor Furniture	22.50%	24.39%	Negotiated	Included	2 Years
<b>Snap Cab</b>	<a href="https://snapcab.com/pods/">https://snapcab.com/pods/</a>	Stand Alone Quiet Offices	44.38%	50%	Negotiated	Included	3 Years
<b>BluDot</b>	<a href="https://www.bludot.com/">https://www.bludot.com/</a>	(Steelcase Ancillary Partner) Lounge, seating, casegoods, specialty items	Negotiated	16%	21%	Not Included Freight Quoted per Project	1 year
<b>Vicarrbe</b>	<a href="https://www.viccarbe.com/">https://www.viccarbe.com/</a>	(Coalesse Ancillary Partner) High end lounge and seating	33%	39%	44%	Included	5 years
<b>West Elm</b>	<a href="https://westelmworkspace.com/">https://westelmworkspace.com/</a>	Workspace Division of West Elm	48.75%	50%	51%	Included	5 Years
<b>AMQ</b>	<a href="https://amqsolutions.com/">https://amqsolutions.com/</a>	Benching/Seating	47%	51%	52.50%	Not Included Freight Quoted per Project	10 Year
<b>Orange Box</b>	<a href="https://www.orangebox.com/">https://www.orangebox.com/</a>	Seating, Agile Spaces	42.75%	45%	Negotiated	Included	10 Years (Some Exclusions Apply)

**COST PROPOSAL: Manufacturer's Order Discount Schedule Based on List Pricing**

MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
<b>AIS</b>	<a href="http://www.ais-inc.com/">http://www.ais-inc.com/</a>	(Full Line) System, Casegood, Seating, Storage, Specialty	71%	72%	74%	Included over 10,000 list	Limited Lifetime
<b>Corona Group</b>	<a href="http://www.coronagroupinc.com/index.html">http://www.coronagroupinc.com/index.html</a>	Visual Communication - Glassboards	43%	45%	48%	Included	**Varies** 1-25 years
<b>PS Furniture</b>	<a href="http://psfurniture.com/">http://psfurniture.com/</a>	Seating and Tables	50%	52%	54%	\$100 SOF under 4,000 list	**Varies** 5-12 years
<b>Darran</b>	<a href="http://www.darran.com/">http://www.darran.com/</a>	Casegoods, seating, and lounge	51%	53%	55%	\$100 SOF under 3,000 list	Limited Lifetime
<b>Sit On it</b>	<a href="https://www.sitonit.net/">https://www.sitonit.net/</a>	Task and side seating	40%	42%	45%	Included	Limited Lifetime
<b>Great Openings</b>	<a href="http://www.greatopenings.com">http://www.greatopenings.com</a>	Storage solutions and Lockers	60%	68%	69%	Included	Limited Lifetime
<b>Moore Co w/ Vanerum</b>	<a href="https://moorecoinc.com/">https://moorecoinc.com/</a>	Visual Communication and education furniture	47%	49%	51%	Not Included Freight Quoted per Project	**Varies** 1- 50 years
<b>NxtWall</b>	<a href="http://www.nxtwall.com/">http://www.nxtwall.com/</a>	Architectural Wall System	47%	49%	51%	Included	10 years
<b>Bernhardt Design</b>	<a href="http://bernhardtdesign.com/">http://bernhardtdesign.com/</a>	Classroom, Lounge, Upholstery	40%	42%	45%	Not Included Freight Quoted per Project	5 years
<b>Symphony Tables</b>	<a href="http://www.symphonytables.com/">http://www.symphonytables.com/</a>	Tables, Conference, Classroom	52%	54%	57%	\$180 SOF under 3,000 list	10 years including labor
<b>Arper</b>	<a href="https://www.arper.com/us/en/products/collections">https://www.arper.com/us/en/products/collections</a>	Lounge and Outdoor	40%	42%	45%	3% List	Limited Lifetime
<b>Rouillard</b>	<a href="http://www.rouillard.ca/products">http://www.rouillard.ca/products</a>	Office, Classroom, Lounge	47%	49%	51%	\$100 SOF under 4,000 list	10 years including labor

**COST PROPOSAL: Steelcase Product Based Discounting on List Pricing**



STEELCASE PRICE BREAKDOWN	STC PRODUCT LINE	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +
	Series 9000, Avenir, 200 Series Bins, Kick, Kick Freestanding Caseloads, 200 Series Laterals, Criterion, Answer Freestanding Desking, Montage, Pathways Power & Communication	58.00%	62.00%	NEGOTIATE
	Answer Beam, Answer Fence, Universal Tables, Universal System Worksurfaces, Universal System Worksurfaces –Wood, Universal Pedestals, Universal ITC/OTCBins/Shelves, Duo Storage for Answer, Answer	58.00%	63.03%	NEGOTIATE
	Utility Lighting, Standard Lighting	61.00%	64.25%	NEGOTIATE
	Brody Lounge Seating	43.00%	45.00%	NEGOTIATE
	462 Leap	58.75%	59.50%	NEGOTIATE
	Amia, Think – Task	54.88%	55.75%	NEGOTIATE
	Player, Cachet, Move, Cobi, i2i	52.00%	54.00%	NEGOTIATE
	466 Reply	54.88%	56.27%	NEGOTIATE
	Gesture, Qivi	50.00%	53.00%	NEGOTIATE
	Node, Node Health	52.50%	54.50%	NEGOTIATE
	Verb	52.00%	55.00%	NEGOTIATE
	media:scape, media:scape Lounge	44.00%	45.00%	NEGOTIATE
	LED Linear	47.72%	51.23%	NEGOTIATE
	464 Leap Work Lounge	47.72%	49.38%	NEGOTIATE
	Divisio Screens	47.72%	51.23%	NEGOTIATE
	<u>c:scape</u>	56.00%	51.23%	NEGOTIATE
	<u>FrameOne</u>	50.50%	53.70%	NEGOTIATE
	<u>RoomWizard 2.0</u>	47.50%	NEGOTIATE	NEGOTIATE
	<u>Premium Whiteboard</u>	49.00%	NEGOTIATE	NEGOTIATE
	Bottomline Task Light, LED Personal Task Light, LED Shelf Light, Underline Task Light	50.00%	51.00%	NEGOTIATE
	TS Laterals	60.12%	62.38%	NEGOTIATE
	<u>Groupwork</u>	54.00%	57.00%	NEGOTIATE
	TS Fixed Pedestals, TS Mobile Pedestals, TS Tower Too, TS Underworksurface Laterals, TS Bins & Shelves	60.12%	62.00%	NEGOTIATE
	TS Worksurfaces	59.50%	62.00%	NEGOTIATE
	Ology Desk, Ology Bench	47.00%	51.95%	NEGOTIATE
	<u>Migration</u>	52.67%	53.50%	NEGOTIATE

**COST PROPOSAL: Steelcase Product Based Discounting on List Pricing**



STEELCASE PRICE BREAKDOWN	STC PRODUCT LINE	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +
	FitWork	43.00%	45.35%	NEGOTIATE
	Adjustable Tables – Series 3, Adjustable Tables – Series 5, Adjustable Tables – Series 7, Adjustable Tables – Series 9	49.00%	50.00%	NEGOTIATE
	Series Benches	49.00%	53.75%	NEGOTIATE
	Akira Tables, Runner Tables, Kart Seating	50.00%	52.00%	NEGOTIATE
	Universal Privacy Modesty Screen	48.00%	53.61%	NEGOTIATE
	B-Free Seating/Furniture	46.00%	48.00%	NEGOTIATE
	Turnstone brand Products (other than Exceptions listed below)	54.00%	57.00%	NEGOTIATE
	Carl Hansen Seating/Tables	45.00%	NEGOTIATE	NEGOTIATE
	Hosu Lounge Seating, Lagunitas	47.50%	NEGOTIATE	NEGOTIATE
	Balance of Coalesse brand Products (other than Exceptions listed below) including, Massaud Collection, Potrero 415, Montara 650, Massaud Conference Collection, Less than five	50.00%	NEGOTIATE	NEGOTIATE
	Adjustable Tables - Airtouch	58.00%	62.00%	NEGOTIATE
	eno Accessories, eno Whiteboards	51.83%	NEGOTIATE	NEGOTIATE
	SILQ Seating	48.75%	52.74%	NEGOTIATE
	IRYS, SnapCab	44.38%	50.00%	NEGOTIATE
	Balance of Steelcase Steel Products (other than Exceptions listed below) including Post & Beam System Max Stacker III	57.00%	60.00%	NEGOTIATE
	Elective Elements	54.04%	57.93%	NEGOTIATE
	FlexFrame	51.75%	55.00%	NEGOTIATE
	Currency, Payback, Sawyer	54.00%	57.00%	NEGOTIATE
	Balance of Steelcase Wood Products (other than Exceptions listed below), Siento Seating	51.00%	53.00%	NEGOTIATE
	Balance of Worktools brand Products (other than Exceptions listed below)	49.00%	NEGOTIATE	NEGOTIATE
	Aspekt Series, Cura Seating, Cura Tables, Empath Recliner Seating, Leela, Malibu Seating, Malibu Tables, Mineral Recliner Seating, Mitra Recliner & Sleeper, Mitra Series, Outlook Empress, Outlook Hawthorn, Outlook Jarrah, Outlook Nikko, Outlook Sequoia, Pocket, Progeny Seating, Progeny Tables, Rave Seating, Rave Tables, Sieste Seating, Sieste Sleeper, Sieste Tables, Slumber Day Bed, Softcare Seating, Sorrel Series, Tava, Verge Stool, X-Tenz, Neighbor Seating, Ainsley, Chart Box, Davenport, Exchange Tables, Folio, Opus, Park, Senza, Softcare Casegoods, Sonata, Sync, Viridian, Waldorf, Regard	45.00%	47.00%	NEGOTIATE
	Balance of Steelcase Health Products including Platform Bed, Relay Arm and Mobile Overbed Tables (other than Exceptions below)	45.00%	47.00%	NEGOTIATE
	Privacy Walls	47.00%	50.00%	NEGOTIATE
	Qt Pro, Low Profile Floor, Architectural Modular Power	52.00%	54.00%	NEGOTIATE
	V.I.A.	45.50%	50.00%	NEGOTIATE
	Thread	43.00%	44.00%	NEGOTIATE
	Service Parts Steel, Service Parts Wood, Service Parts Turnstone	35.00%	-	-
	Sans, Flow	40.00%	41.00%	NEGOTIATE
	Steelcase Series 1	55.62%	57.61%	NEGOTIATE
	Surround	45.00%	47.00%	NEGOTIATE
	Umami	45.00%	47.00%	NEGOTIATE
	Convey, Embold	45.00%	47.00%	NEGOTIATE
	Wiesner Hager Nooi	47.50%	49.70%	NEGOTIATE
	PW LSG	42.50%	50.00%	NEGOTIATE
	Motif	40.00%	41.00%	NEGOTIATE

**Framework Order Terms Amendment**

This amendment #2, effective August 3, 2020, amends Purchase Order #5500007704 between The University of Tennessee and Workspace Interiors dated January 31, 2020. Except as amended below, all other terms remain unchanged.

The parties agree as follows:

Refer to the Framework Order Terms attached, Page 2, 5. Pricing and Payment, d. Prohibited Costs, 1. Deposits and change the threshold for deposits to \$50,000.00 (if required by the manufacturer). Did read: \$250,000.00

When requesting a deposit, send the end user an **invoice** for the deposit amount. The deposit can be listed on the proposal, but an invoice must be sent in order to process it for the deposit.

Add the following manufacturers to the Manufacturer's Order Discount Schedule (copy attached):

- Name of Vendor – **Connectrac**
- Website - <https://www.connectrac.com/>
- Name of Representative and contact info:  
Bud Zarsk, [budz@connectrac.com](mailto:budz@connectrac.com), 214.418.9196 C
  
- Name of Vendor – **KI Furniture**
- Website – [www.ki.com](http://www.ki.com)
- Name of Representative and contact info:  
Paul Presson, [paul.presson@ki.com](mailto:paul.presson@ki.com), (615) 430-9555

The parties are signing this amendment on the effective date mentioned in the introductory clause.

Signature:     *Lisa Pate*    

Name:     Lisa Pate    

Title:     Buyer    

Signature:     *Mindy Landry*    

Name:     Mindy Landry    

Title:     VP of Sales

**COST PROPOSAL: Manufacturer's Order Discount Schedule Based on List Pricing**



MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
<b>Steelcase</b>	<a href="https://www.steelcase.com/">https://www.steelcase.com/</a>	(Full Line) System, Casegood, Seating, Storage, Specialty	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Steelcase Education</b>	<a href="https://www.steelcase.com/discover/information/education/">https://www.steelcase.com/discover/information/education/</a>	Education focused seating, casegoods, meeting spaces	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Steelcase Health</b>	<a href="https://www.steelcase.com/discover/information/health/">https://www.steelcase.com/discover/information/health/</a>	Health Focused seating, casegoods, storage	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Coalesse</b>	<a href="https://www.coalesse.com/">https://www.coalesse.com/</a>	High end lounge and conference casegoods	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Smith Sytems</b>	<a href="https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/">https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/</a>	Education focused seating, casegoods, meeting spaces	35%	Negotiated	Negotiated	Not Included Freight Quoted per Project	12 year Warranty w/ Lifetime Frame Warranty
<b>Bolia</b>	<a href="https://www.bolia.com/en/">https://www.bolia.com/en/</a>	(Steelcase Ancillary Partner) Lounge, seating, casegoods, specialty items	7.50%	10.98%	Negotiated	Included	5 years
<b>MG+BW</b>	<a href="https://www.mgbwhome.com/">https://www.mgbwhome.com/</a>	(Steelcase Ancillary Partner) Lounge, seating, casegoods, specialty items	13.75%	21.95%	Negotiated	Included	1 year
<b>Extremis</b>	<a href="https://www.extremis.com/">https://www.extremis.com/</a>	Outdoor Furniture	22.50%	24.39%	Negotiated	Included	2 Years
<b>Snap Cab</b>	<a href="https://snapcab.com/pods/">https://snapcab.com/pods/</a>	Stand Alone Quiet Offices	44.38%	50%	Negotiated	Included	3 Years
<b>BluDot</b>	<a href="https://www.bludot.com/">https://www.bludot.com/</a>	(Steelcase Ancillary Partner) Lounge, seating, casegoods, specialty items	Negotiated	16%	21%	Not Included Freight Quoted per Project	1 year
<b>Vicarrbe</b>	<a href="https://www.viccarbe.com/">https://www.viccarbe.com/</a>	(Coalesse Ancillary Partner) High end lounge and seating	33%	39%	44%	Included	5 years
<b>West Elm</b>	<a href="https://westelmworkspace.com/">https://westelmworkspace.com/</a>	Workspace Division of West Elm	48.75%	50%	51%	Included	5 Years
<b>AMQ</b>	<a href="https://amqsolutions.com/">https://amqsolutions.com/</a>	Benching/Seating	47%	51%	52.50%	Not Included Freight Quoted per Project	10 Year
<b>Orange Box</b>	<a href="https://www.orangebox.com/">https://www.orangebox.com/</a>	Seating, Agile Spaces	42.75%	45%	Negotiated	Included	10 Years (Some Exclusions Apply)

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AIS	<a href="http://www.ais-inc.com/">http://www.ais-inc.com/</a>	(Full Line) System, Casegood, Seating, Storage, Specialty	71%	72%	74%	Included over 10,000 list	Limited Lifetime
Corona Group	<a href="http://www.coronagroupinc.com/index.html">http://www.coronagroupinc.com/index.html</a>	Visual Communication - Glassboards	43%	45%	48%	Included	**Varies** 1-25 years
PS Furniture	<a href="http://psfurniture.com/">http://psfurniture.com/</a>	Seating and Tables	50%	52%	54%	\$100 SOF under 4,000 list	**Varies** 5-12 years
Darran	<a href="http://www.darran.com/">http://www.darran.com/</a>	Casegoods, seating, and lounge	51%	53%	55%	\$100 SOF under 3,000 list	Limited Lifetime
Sit On it	<a href="https://www.sitonit.net/">https://www.sitonit.net/</a>	Task and side seating	40%	42%	45%	Included	Limited Lifetime
Great Openings	<a href="http://www.greatopenings.com">http://www.greatopenings.com</a>	Storage solutions and Lockers	60%	68%	69%	Included	Limited Lifetime
Moore Co w/ Vanerum	<a href="https://moorecoinc.com/">https://moorecoinc.com/</a>	Visual Communication and education furniture	47%	49%	51%	Not Included Freight Quoted per Project	**Varies** 1- 50 years
NxtWall	<a href="http://www.nxtwall.com/">http://www.nxtwall.com/</a>	Architectural Wall System	47%	49%	51%	Included	10 years
Bernhardt Design	<a href="http://bernhardtdesign.com/">http://bernhardtdesign.com/</a>	Classroom, Lounge, Upholstery	40%	42%	45%	Not Included Freight Quoted per Project	5 years
Symphony Tables	<a href="http://www.symphonytables.com/">http://www.symphonytables.com/</a>	Tables, Conference, Classroom	52%	54%	57%	\$180 SOF under 3,000 list	10 years including labor
Arper	<a href="https://www.arper.com/us/en/products/collections">https://www.arper.com/us/en/products/collections</a>	Lounge and Outdoor	40%	42%	45%	3% List	Limited Lifetime
Rouillard	<a href="http://www.rouillard.ca/products">http://www.rouillard.ca/products</a>	Office, Classroom, Lounge	47%	49%	51%	\$100 SOF under 4,000 list	10 years including labor
MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Texacraft	<a href="https://www.texacraft.com/">https://www.texacraft.com/</a>	Outdoor Furniture	60%	61%	62%	13% of cost	1-5 years depending on product
Site Scapes	<a href="https://www.sitescapesonline.com/">https://www.sitescapesonline.com/</a>	Outdoor Furniture	5.50%	5.50%	5.50%	Not Included Freight Quoted per Project	1-5 years depending on product
MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
KI	<a href="https://www.ki.com/">https://www.ki.com/</a>	Classroom, Office, Architectural Walls	40.50%	43%	44.50%	Included	Limited Lifetime
MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Connectrac	<a href="https://connectrac.com/">https://connectrac.com/</a>	Infloor Power	14.50%	18%	19.50%	Included	Limited Lifetime

**COST PROPOSAL: Steelcase Product Based Discounting on List Pricing**



STEELCASE PRICE BREAKDOWN	STC PRODUCT LINE	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +
	Series 9000, Avenir, 200 Series Bins, Kick, Kick Freestanding Caseloads, 200 Series Laterals, Criterion, Answer Freestanding Desking, Montage, Pathways Power & Communication	58.00%	62.00%	NEGOTIATE
	Answer Beam, Answer Fence, Universal Tables, Universal System Worksurfaces, Universal System Worksurfaces –Wood, Universal Pedestals, Universal ITC/OTCBins/Shelves, Duo Storage for Answer, Answer	58.00%	63.03%	NEGOTIATE
	Utility Lighting, Standard Lighting	61.00%	64.25%	NEGOTIATE
	Brody Lounge Seating	43.00%	45.00%	NEGOTIATE
	462 Leap	58.75%	59.50%	NEGOTIATE
	Amia, Think – Task	54.88%	55.75%	NEGOTIATE
	Player, Cachet, Move, Cobi, i2i	52.00%	54.00%	NEGOTIATE
	466 Reply	54.88%	56.27%	NEGOTIATE
	Gesture, Qivi	50.00%	53.00%	NEGOTIATE
	Node, Node Health	52.50%	54.50%	NEGOTIATE
	Verb	52.00%	55.00%	NEGOTIATE
	media:scape, media:scape Lounge	44.00%	45.00%	NEGOTIATE
	LED Linear	47.72%	51.23%	NEGOTIATE
	464 Leap Work Lounge	47.72%	49.38%	NEGOTIATE
	Divisio Screens	47.72%	51.23%	NEGOTIATE
	<u>c:scape</u>	56.00%	51.23%	NEGOTIATE
	<u>FrameOne</u>	50.50%	53.70%	NEGOTIATE
	<u>RoomWizard 2.0</u>	47.50%	NEGOTIATE	NEGOTIATE
	<u>Premium Whiteboard</u>	49.00%	NEGOTIATE	NEGOTIATE
	Bottomline Task Light, LED Personal Task Light, LED Shelf Light, Underline Task Light	50.00%	51.00%	NEGOTIATE
	TS Laterals	60.12%	62.38%	NEGOTIATE
	<u>Groupwork</u>	54.00%	57.00%	NEGOTIATE
	TS Fixed Pedestals, TS Mobile Pedestals, TS Tower Too, TS Underworksurface Laterals, TS Bins & Shelves	60.12%	62.00%	NEGOTIATE
	TS Worksurfaces	59.50%	62.00%	NEGOTIATE
	Ology Desk, Ology Bench	47.00%	51.95%	NEGOTIATE
	<u>Migration</u>	52.67%	53.50%	NEGOTIATE

**COST PROPOSAL: Steelcase Product Based Discounting on List Pricing**



STEELCASE PRICE BREAKDOWN	STC PRODUCT LINE	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +
	FitWork	43.00%	45.35%	NEGOTIATE
	Adjustable Tables – Series 3, Adjustable Tables – Series 5, Adjustable Tables – Series 7, Adjustable Tables – Series 9	49.00%	50.00%	NEGOTIATE
	Series Benches	49.00%	53.75%	NEGOTIATE
	Akira Tables, Runner Tables, Kart Seating	50.00%	52.00%	NEGOTIATE
	Universal Privacy Modesty Screen	48.00%	53.61%	NEGOTIATE
	B-Free Seating/Furniture	46.00%	48.00%	NEGOTIATE
	Turnstone brand Products (other than Exceptions listed below)	54.00%	57.00%	NEGOTIATE
	Carl Hansen Seating/Tables	45.00%	NEGOTIATE	NEGOTIATE
	Hosu Lounge Seating, Lagunitas	47.50%	NEGOTIATE	NEGOTIATE
	Balance of Coalesse brand Products (other than Exceptions listed below) including, Massaud Collection, Potrero 415, Montara 650, Massaud Conference Collection, Less than five	50.00%	NEGOTIATE	NEGOTIATE
	Adjustable Tables - Airtouch	58.00%	62.00%	NEGOTIATE
	eno Accessories, eno Whiteboards	51.83%	NEGOTIATE	NEGOTIATE
	SILQ Seating	48.75%	52.74%	NEGOTIATE
	IRYS, SnapCab	44.38%	50.00%	NEGOTIATE
	Balance of Steelcase Steel Products (other than Exceptions listed below) including Post & Beam System Max Stacker III	57.00%	60.00%	NEGOTIATE
	Elective Elements	54.04%	57.93%	NEGOTIATE
	FlexFrame	51.75%	55.00%	NEGOTIATE
	Currency, Payback, Sawyer	54.00%	57.00%	NEGOTIATE
	Balance of Steelcase Wood Products (other than Exceptions listed below), Siento Seating	51.00%	53.00%	NEGOTIATE
	Balance of Worktools brand Products (other than Exceptions listed below)	49.00%	NEGOTIATE	NEGOTIATE
	Aspekt Series, Cura Seating, Cura Tables, Empath Recliner Seating, Leela, Malibu Seating, Malibu Tables, Mineral Recliner Seating, Mitra Recliner & Sleeper, Mitra Series, Outlook Empress, Outlook Hawthorn, Outlook Jarrah, Outlook Nikko, Outlook Sequoia, Pocket, Progeny Seating, Progeny Tables, Rave Seating, Rave Tables, Sieste Seating, Sieste Sleeper, Sieste Tables, Slumber Day Bed, Softcare Seating, Sorrel Series, Tava, Verge Stool, X-Tenz, Neighbor Seating, Ainsley, Chart Box, Davenport, Exchange Tables, Folio, Opus, Park, Senza, Softcare Casegoods, Sonata, Sync, Viridian, Waldorf, Regard	45.00%	47.00%	NEGOTIATE
	Balance of Steelcase Health Products including Platform Bed, Relay Arm and Mobile Overbed Tables (other than Exceptions below)	45.00%	47.00%	NEGOTIATE
	Privacy Walls	47.00%	50.00%	NEGOTIATE
	Qt Pro, Low Profile Floor, Architectural Modular Power	52.00%	54.00%	NEGOTIATE
	V.I.A.	45.50%	50.00%	NEGOTIATE
	Thread	43.00%	44.00%	NEGOTIATE
	Service Parts Steel, Service Parts Wood, Service Parts Turnstone	35.00%	-	-
	Sans, Flow	40.00%	41.00%	NEGOTIATE
	Steelcase Series 1	55.62%	57.61%	NEGOTIATE
	Surround	45.00%	47.00%	NEGOTIATE
	Umami	45.00%	47.00%	NEGOTIATE
	Convey, Embold	45.00%	47.00%	NEGOTIATE
	Wiesner Hager Nooi	47.50%	49.70%	NEGOTIATE
	PW LSG	42.50%	50.00%	NEGOTIATE
	Motif	40.00%	41.00%	NEGOTIATE

**Framework Order Terms Amendment**

This amendment # 3, effective 01/22/2021, amends Purchase Order #5500007704 between The University of Tennessee and Workspace Interiors dated January 31, 2020. Except as amended below, all other terms remain unchanged.

The parties agree as follows:

Add the following manufacturers to the Manufacturer’s Order Discount Schedule.

- Name of vendor – OFS
- Website – <https://ofs.com>
- Contact – Barbie Thomas
- Email – [bthomas@ofs.com](mailto:bthomas@ofs.com)
  
- Name of vendor – Leland
- Website – <https://lelandfurniture.com>
- Contact – Anne Copeland
- Email – [acopeland2@mac.com](mailto:acopeland2@mac.com)
  
- Name of vendor – JSI
- Website – <https://jsifurniture.com>
- Contact – Anne Copeland
- Email – [acopeland2@mac.com](mailto:acopeland2@mac.com)

The parties are signing this amendment on the effective date mentioned in the introductory clause.

Signature: DocuSigned by:  
*Amber Lewis*  
6F48A5C3928A4B0...

Name: Amber Lewis

Title: SALES EXECUTIVE

Signature: DocuSigned by:  
*Jarod Coppenger*  
CF6FF5DC7D81439...

Name: Jarod Coppenger

Title: Buyer

**COST PROPOSAL: Manufacturer's Order Discount Schedule Based on List Pricing**

MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
<b>Steelcase</b>	<a href="https://www.steelcase.com/">https://www.steelcase.com/</a>	(Full Line) System, Casework, Seating, Storage, Specialty	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Steelcase Education</b>	<a href="https://www.steelcase.com/discover/information/education/">https://www.steelcase.com/discover/information/education/</a>	Education focused seating, caseworks, meeting spaces	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Steelcase Health</b>	<a href="https://www.steelcase.com/discover/information/health/">https://www.steelcase.com/discover/information/health/</a>	Health Focused seating, caseworks, storage	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Coalesse</b>	<a href="https://www.coalesse.com/">https://www.coalesse.com/</a>	High end lounge and conference caseworks	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
<b>Smith Sytems</b>	<a href="https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/">https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/</a>	Education focused seating, caseworks, meeting spaces	35%	Negotiated	Negotiated	Not Included Freight Quoted per Project	12 year Warranty w/ Lifetime Frame Warranty
<b>Bolia</b>	<a href="https://www.bolia.com/en/">https://www.bolia.com/en/</a>	(Steelcase Ancillary Partner) Lounge, seating, caseworks, specialty items	7.50%	10.98%	Negotiated	Included	5 years
<b>MG+BW</b>	<a href="https://www.mgbwhome.com/">https://www.mgbwhome.com/</a>	(Steelcase Ancillary Partner) Lounge, seating, caseworks, specialty items	13.75%	21.95%	Negotiated	Included	1 year
<b>Extremis</b>	<a href="https://www.extremis.com/">https://www.extremis.com/</a>	Outdoor Furniture	22.50%	24.39%	Negotiated	Included	2 Years
<b>Snap Cab</b>	<a href="https://snapcab.com/pods/">https://snapcab.com/pods/</a>	Stand Alone Quiet Offices	44.38%	50%	Negotiated	Included	3 Years
<b>BluDot</b>	<a href="https://www.bludot.com/">https://www.bludot.com/</a>	(Steelcase Ancillary Partner) Lounge, seating, caseworks, specialty items	Negotiated	16%	21%	Not Included Freight Quoted per Project	1 year
<b>Vicarrbe</b>	<a href="https://www.viccarbe.com/">https://www.viccarbe.com/</a>	(Coalesse Ancillary Partner) High end lounge and seating	33%	39%	44%	Included	5 years
<b>West Elm</b>	<a href="https://westelmworkspace.com/">https://westelmworkspace.com/</a>	Workspace Division of West Elm	48.75%	50%	51%	Included	5 Years
<b>AMQ</b>	<a href="https://amqsolutions.com/">https://amqsolutions.com/</a>	Benching/Seating	47%	51%	52.50%	Not Included Freight Quoted per Project	10 Year
<b>Orange Box</b>	<a href="https://www.orangebox.com/">https://www.orangebox.com/</a>	Seating, Agile Spaces	42.75%	45%	Negotiated	Included	10 Years (Some Exclusions Apply)

## COST PROPOSAL: Manufacturer's Order Discount Schedule Based on List Pricing

MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
AIS	<a href="http://www.ais-inc.com/">http://www.ais-inc.com/</a>	(Full Line) System, Casegood, Seating, Storage, Specialty	71%	72%	74%	Included over 10,000 list	Limited Lifetime
Corona Group	<a href="http://www.coronagroupinc.com/index.html">http://www.coronagroupinc.com/index.html</a>	Visual Communication - Glassboards	43%	45%	48%	Included	**Varies** 1-25 years
PS Furniture	<a href="http://psfurniture.com/">http://psfurniture.com/</a>	Seating and Tables	50%	52%	54%	\$100 SOF under 4,000 list	**Varies** 5-12 years
Darran	<a href="http://www.darran.com/">http://www.darran.com/</a>	Casegoods, seating, and lounge	51%	53%	55%	\$100 SOF under 3,000 list	Limited Lifetime
Sit On it	<a href="https://www.sitonit.net/">https://www.sitonit.net/</a>	Task and side seating	40%	42%	45%	Included	Limited Lifetime
Great Openings	<a href="http://www.greatopenings.com">http://www.greatopenings.com</a>	Storage solutions and Lockers	60%	68%	69%	Included	Limited Lifetime
Moore Co w/ Vanerum	<a href="https://moorecoinc.com/">https://moorecoinc.com/</a>	Visual Communication and education furniture	47%	49%	51%	Not Included Freight Quoted per Project	**Varies** 1- 50 years
NxtWall	<a href="http://www.nxtwall.com/">http://www.nxtwall.com/</a>	Architectural Wall System	47%	49%	51%	Included	10 years
Bernhardt Design	<a href="http://bernhardtdesign.com/">http://bernhardtdesign.com/</a>	Classroom, Lounge, Upholstery	40%	42%	45%	Not Included Freight Quoted per Project	5 years
Symphony Tables	<a href="http://www.symphonytables.com/">http://www.symphonytables.com/</a>	Tables, Conference, Classroom	52%	54%	57%	\$180 SOF under 3,000 list	10 years including labor
Arper	<a href="https://www.arper.com/us/en/products/collections">https://www.arper.com/us/en/products/collections</a>	Lounge and Outdoor	40%	42%	45%	3% List	Limited Lifetime
Rouillard	<a href="http://www.rouillard.ca/products">http://www.rouillard.ca/products</a>	Office, Classroom, Lounge	47%	49%	51%	\$100 SOF under 4,000 list	10 years including labor
MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Texacraft	<a href="https://www.texacraft.com/">https://www.texacraft.com/</a>	Outdoor Furniture	60%	61%	62%	13% of cost	1-5 years depending on product
Site Scapes	<a href="https://www.sitescapesonline.com/">https://www.sitescapesonline.com/</a>	Outdoor Furniture	5.50%	5.50%	5.50%	Not Included Freight Quoted per Project	1-5 years depending on product
MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
KI	<a href="https://www.ki.com/">https://www.ki.com/</a>	Classroom, Office, Architectural Walls	40.50%	43%	44.50%	Included	Limited Lifetime
MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Connectrac	<a href="https://connectrac.com/">https://connectrac.com/</a>	Infloor Power	14.50%	18%	19.50%	Included	Limited Lifetime

MANUFACTURER	MFG. WEBSITE	SECONDARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
OFS	<a href="https://ofs.com">https://ofs.com</a>	Office, Classroom, Lounge	52.50%	53.00%	54.50%	Included over \$1500 NET	Limited Lifetime
JSI	<a href="https://jsifurniture.com">https://jsifurniture.com</a>	Office, Classroom, Lounge	53.00%	54%	55.00%	Included over \$1500 NET	Limited Lifetime
Leland	<a href="https://lelandfurniture.com">https://lelandfurniture.com</a>	Office, Classroom, Lounge	40.00%	42%	45.00%	Not Included Freight Quoted per Project	Limited Lifetime

**COST PROPOSAL: Steelcase Product Based Discounting on List Pricing**

STEELCASE PRICE BREAKDOWN	STC PRODUCT LINE	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +
	Series 9000, Avenir, 200 Series Bins, Kick, Kick Freestanding Caseworks, 200 Series Laterals, Criterion, Answer Freestanding Desking, Montage, Pathways Power & Communication	58.00%	62.00%	NEGOTIATE
	Answer Beam, Answer Fence, Universal Tables, Universal System Worksurfaces, Universal System Worksurfaces –Wood, Universal Pedestals, Universal ITC/OTCBins/Shelves, Duo Storage for Answer, Answer	58.00%	63.03%	NEGOTIATE
	Utility Lighting, Standard Lighting	61.00%	64.25%	NEGOTIATE
	Brody Lounge Seating	43.00%	45.00%	NEGOTIATE
	462 Leap	58.75%	59.50%	NEGOTIATE
	Amia, Think – Task	54.88%	55.75%	NEGOTIATE
	Player, Cachet, Move, Cobi, i2i	52.00%	54.00%	NEGOTIATE
	466 Reply	54.88%	56.27%	NEGOTIATE
	Gesture, Qivi	50.00%	53.00%	NEGOTIATE
	Node, Node Health	52.50%	54.50%	NEGOTIATE
	Verb	52.00%	55.00%	NEGOTIATE
	media:scape, media:scape Lounge	44.00%	45.00%	NEGOTIATE
	LED Linear	47.72%	51.23%	NEGOTIATE
	464 Leap Work Lounge	47.72%	49.38%	NEGOTIATE
	Divisio Screens	47.72%	51.23%	NEGOTIATE
	<u>c:scape</u>	56.00%	51.23%	NEGOTIATE
	<u>FrameOne</u>	50.50%	53.70%	NEGOTIATE
	<u>RoomWizard 2.0</u>	47.50%	NEGOTIATE	NEGOTIATE
	<u>Premium Whiteboard</u>	49.00%	NEGOTIATE	NEGOTIATE
	Bottomline Task Light, LED Personal Task Light, LED Shelf Light, Underline Task Light	50.00%	51.00%	NEGOTIATE
	TS Laterals	60.12%	62.38%	NEGOTIATE
	<u>Groupwork</u>	54.00%	57.00%	NEGOTIATE
	TS Fixed Pedestals, TS Mobile Pedestals, TS Tower Too, TS Underworksurface Laterals, TS Bins & Shelves	60.12%	62.00%	NEGOTIATE
	TS Worksurfaces	59.50%	62.00%	NEGOTIATE
	Ology Desk, Ology Bench	47.00%	51.95%	NEGOTIATE
	<u>Migration</u>	52.67%	53.50%	NEGOTIATE

**COST PROPOSAL: Steelcase Product Based Discounting on List Pricing**

STEELCASE PRICE BREAKDOWN	STC PRODUCT LINE	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +
	FitWork	43.00%	45.35%	NEGOTIATE
	Adjustable Tables – Series 3, Adjustable Tables – Series 5, Adjustable Tables – Series 7, Adjustable Tables – Series 9	49.00%	50.00%	NEGOTIATE
	Series Benches	49.00%	53.75%	NEGOTIATE
	Akira Tables, Runner Tables, Kart Seating	50.00%	52.00%	NEGOTIATE
	Universal Privacy Modesty Screen	48.00%	53.61%	NEGOTIATE
	B-Free Seating/Furniture	46.00%	48.00%	NEGOTIATE
	Turnstone brand Products (other than Exceptions listed below)	54.00%	57.00%	NEGOTIATE
	Carl Hansen Seating/Tables	45.00%	NEGOTIATE	NEGOTIATE
	Hosu Lounge Seating, Lagunitas	47.50%	NEGOTIATE	NEGOTIATE
	Balance of Coalesse brand Products (other than Exceptions listed below) including, Massaud Collection, Potrero 415, Montara 650, Massaud Conference Collection, Less than five	50.00%	NEGOTIATE	NEGOTIATE
	Adjustable Tables - Airtouch	58.00%	62.00%	NEGOTIATE
	eno Accessories, eno Whiteboards	51.83%	NEGOTIATE	NEGOTIATE
	SILQ Seating	48.75%	52.74%	NEGOTIATE
	IRYS, SnapCab	44.38%	50.00%	NEGOTIATE
	Balance of Steelcase Steel Products (other than Exceptions listed below) including Post & Beam System Max Stacker III	57.00%	60.00%	NEGOTIATE
	Elective Elements	54.04%	57.93%	NEGOTIATE
	FlexFrame	51.75%	55.00%	NEGOTIATE
	Currency, Payback, Sawyer	54.00%	57.00%	NEGOTIATE
	Balance of Steelcase Wood Products (other than Exceptions listed below), Siento Seating	51.00%	53.00%	NEGOTIATE
	Balance of Worktools brand Products (other than Exceptions listed below)	49.00%	NEGOTIATE	NEGOTIATE
	Aspekt Series, Cura Seating, Cura Tables, Empath Recliner Seating, Leela, Malibu Seating, Malibu Tables, Mineral Recliner Seating, Mitra Recliner & Sleeper, Mitra Series, Outlook Empress, Outlook Hawthorn, Outlook Jarrah, Outlook Nikko, Outlook Sequoia, Pocket, Progeny Seating, Progeny Tables, Rave Seating, Rave Tables, Sieste Seating, Sieste Sleeper, Sieste Tables, Slumber Day Bed, Softcare Seating, Sorrel Series, Tava, Verge Stool, X-Tenz, Neighbor Seating, Ainsley, Chart Box, Davenport, Exchange Tables, Folio, Opus, Park, Senza, Softcare Casegoods, Sonata, Sync, Viridian, Waldorf, Regard	45.00%	47.00%	NEGOTIATE
	Balance of Steelcase Health Products including Platform Bed, Relay Arm and Mobile Overbed Tables (other than Exceptions below)	45.00%	47.00%	NEGOTIATE
	Privacy Walls	47.00%	50.00%	NEGOTIATE
	Qt Pro, Low Profile Floor, Architectural Modular Power	52.00%	54.00%	NEGOTIATE
	V.I.A.	45.50%	50.00%	NEGOTIATE
	Thread	43.00%	44.00%	NEGOTIATE
	Service Parts Steel, Service Parts Wood, Service Parts Turnstone	35.00%	-	-
	Sans, Flow	40.00%	41.00%	NEGOTIATE
	Steelcase Series 1	55.62%	57.61%	NEGOTIATE
	Surround	45.00%	47.00%	NEGOTIATE
	Umami	45.00%	47.00%	NEGOTIATE
	Convey, Embold	45.00%	47.00%	NEGOTIATE
	Wiesner Hager Nooi	47.50%	49.70%	NEGOTIATE
	PW LSG	42.50%	50.00%	NEGOTIATE
	Motif	40.00%	41.00%	NEGOTIATE

### Framework Order Terms Amendment

This amendment # 4, effective 08/04/2021, amends Purchase Order #5500007704 between The University of Tennessee and Workspace Interiors dated January 31, 2020. Except as amended below, all other terms remain unchanged.

The parties agree as follows:

Added new manufacturers to the purchase order. The updated list is attached.

The parties are signing this amendment on the effective date mentioned in the introductory clause.

Signature: Jarod Coppenger

Name: Jarod Coppenger

Title: Buyer

Signature: Mindy Landry

Name: Mindy Landry

Title: VP Sales & Knoxville Operations

**COST PROPOSAL: Manufacturer's Order Discount Schedule Based on List Pricing**



MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Steelcase	<a href="https://www.steelcase.com/">https://www.steelcase.com/</a>	(Full Line) System, Casegood, Seating, Storage, Tables, Specialty	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Steelcase Education	<a href="https://www.steelcase.com/discover/information/education/">https://www.steelcase.com/discover/information/education/</a>	Education Focused Seating, Casegoods, Tables, Meeting Spaces	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Steelcase Health	<a href="https://www.steelcase.com/discover/information/health/">https://www.steelcase.com/discover/information/health/</a>	Health Focused Seating, Casegoods, Storage, Patient Rooms	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Coalesse	<a href="https://www.coalesse.com/">https://www.coalesse.com/</a>	Lounge, Café, Conference, and Casegoods	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Smith Sytems	<a href="https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/">https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/</a>	Education Focused Seating, Casegoods, Meeting Spaces. Includes K-12 and Higher Ed.	35%	Negotiated	Negotiated	Not Included Freight Quoted per Project	12 year Warranty w/ Lifetime Frame Warranty
Bolia	<a href="https://www.bolia.com/en/">https://www.bolia.com/en/</a>	(Steelcase Ancillary Partner) European Designed Lounge, Seating, Casegoods, Specialty Items	7.50%	10.98%	Negotiated	Included	5 years
MG+BW	<a href="https://www.mgbwhome.com/">https://www.mgbwhome.com/</a>	(Steelcase Ancillary Partner) Lounge, Seating, Casegoods, Specialty Items	13.75%	21.95%	Negotiated	Included	1 year
Extremis	<a href="https://www.extremis.com/">https://www.extremis.com/</a>	Outdoor Furniture	22.50%	24.39%	Negotiated	Included	2 Years
Snap Cab	<a href="https://snapcab.com/pods/">https://snapcab.com/pods/</a>	Flexible Workspace Pods	44.38%	50%	Negotiated	Included	3 Years
BluDot	<a href="https://www.bludot.com/">https://www.bludot.com/</a>	(Steelcase Ancillary Partner) Lounge, Seating, Casegoods, Specialty Items	Negotiated	16%	21%	Not Included Freight Quoted per Project	1 year
Vicarrbe	<a href="https://www.viccarbe.com/">https://www.viccarbe.com/</a>	(Coalesse Ancillary Partner) European Deisgned Lounge and Seating	33%	39%	44%	Included	5 years
West Elm	<a href="https://westelmworkspace.com/">https://westelmworkspace.com/</a>	Workspace Division of West Elm- Lounge, Conference, Café, Casegoods	48.75%	50%	51%	Included	5 Years
AMQ	<a href="https://amqsolutions.com/">https://amqsolutions.com/</a>	Affordable Benching and Seating Solutions	47%	51%	52.50%	Not Included Freight Quoted per Project	10 Year
Orange Box	<a href="https://www.orangebox.com/">https://www.orangebox.com/</a>	Agile Spaces, Pods, Seating and Tables	42.75%	45%	Negotiated	Included	10 Years (Some Exclusions Apply)
AIS	<a href="http://www.ais-inc.com/">http://www.ais-inc.com/</a>	(Full Line) System, Casegood, Seating, Storage, Specialty	71%	72%	74%	Included over 10,000 list	Limited Lifetime
Corona Group	<a href="http://www.coronagroupinc.com/index.html">http://www.coronagroupinc.com/index.html</a>	Visual Communication - Glassboards	43%	45%	48%	Included	**Varies** 1-25 years
PS Furniture	<a href="http://psfurniture.com/">http://psfurniture.com/</a>	Seating and Tables	50%	52%	54%	\$100 SOF under 4,000 list	**Varies** 5-12 years
Darran	<a href="http://www.darran.com/">http://www.darran.com/</a>	Casegoods, Seating, and Lounge	51%	53%	55%	\$100 SOF under 3,000 list	Limited Lifetime
Sit On it	<a href="https://www.sitonit.net/">https://www.sitonit.net/</a>	Task and Side Seating	40%	42%	45%	Included	Limited Lifetime
Great Openings	<a href="http://www.greatopenings.com">http://www.greatopenings.com</a>	Storage Solutions and Lockers	60%	68%	69%	Included	Limited Lifetime
Moore Co w/ Vanerum	<a href="https://moorecoinc.com/">https://moorecoinc.com/</a>	Visual Communication and Education Focused Furniture	47%	49%	51%	Not Included Freight Quoted per Project	**Varies** 1- 50 years
NxtWall	<a href="http://www.nxtwall.com/">http://www.nxtwall.com/</a>	Architectural Wall System	47%	49%	51%	Included	10 years

MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Bernhardt Design	<a href="http://berhardtdesign.com/">http://berhardtdesign.com/</a>	Classroom, Lounge, Upholstery	40%	42%	45%	Not Included Freight Quoted per Project	5 years
Symphony Tables	<a href="http://www.symphonytables.com/">http://www.symphonytables.com/</a>	Tables, Conference, Classroom	52%	54%	57%	\$180 SOF under 3,000 list	10 years including labor
Arper	<a href="https://www.arper.com/us/en/products/collections">https://www.arper.com/us/en/products/collections</a>	Lounge and Outdoor	40%	42%	45%	3% List	Limited Lifetime
Rouillard	<a href="http://www.rouillard.ca/products">http://www.rouillard.ca/products</a>	Office, Classroom, Lounge	47%	49%	51%	\$100 SOF under 4,000 list	10 years including labor
Texacraft	<a href="https://www.texacraft.com/">https://www.texacraft.com/</a>	Outdoor Furniture	60%	61%	62%	13% of cost	1-5 years depending on product
Site Scapes	<a href="https://www.sitescapesonline.com/">https://www.sitescapesonline.com/</a>	Outdoor Furniture	5.5%	5.5%	5.5%	Not Included Freight Quoted per Project	1-5 years depending on product
KI	<a href="https://www.ki.com/">https://www.ki.com/</a>	Classroom, Office, Architectural Walls	40.5%	43%	44.5%	Included	Limited Lifetime
Connectrac	<a href="https://connectrac.com/">https://connectrac.com/</a>	Infloor Power	14.5%	18%	19.5%	Included	Limited Lifetime
OFS	<a href="https://ofs.com/">https://ofs.com/</a>	Classroom, Lounge, Office, Benching	52.5%	53%	54.5%	Included over \$1500 List	Limited Lifetime
JSI	<a href="https://www.jsifurniture.com/">https://www.jsifurniture.com/</a>	Classroom, Lounge, Office, Benching	53%	54%	55%	Included over \$1500 List	Limited Lifetime
Leland	<a href="https://lelandfurniture.com/">https://lelandfurniture.com/</a>	Classroom, Lounge, Office, Benching	40%	42%	45%	Not Included Freight Quoted per Project	Limited Lifetime
Eko Contract	<a href="https://www.ekocontract.com/">https://www.ekocontract.com/</a>	Classroom, Lounge, Office, Benching	51.5%	52.5%	54.5%	Included over \$8,000 List	Limited Lifetime
Versteel	<a href="https://www.versteel.com/">https://www.versteel.com/</a>	Tables, Conference, Classroom	40%	42%	45%	Included over \$2,500 net. Under, \$100.00 net Charge	Limited Lifetime
VIA Seating	<a href="https://viaseating.com/">https://viaseating.com/</a>	Task, Side, and Lounge Seating	51.5%	52.5%	54.5%	Included	12 year Warranty
OFGO Studio	<a href="https://ofgo.com/">https://ofgo.com/</a>	Classroom, Lounge, Office, Benching	51%	53%	55%	Included over \$5,000 List. Under, \$100.00 net Charge	Limited Lifetime
Homecrest	<a href="https://www.homecrest.com/">https://www.homecrest.com/</a>	Outdoor Furniture	51%	53%	55%	Included over \$2,000 net. Under, \$200.00 net Charge	Varies 2-10 Years
HAT Collective	<a href="https://www.hatcollective.com/">https://www.hatcollective.com/</a>	Workstations and Accessories	62.5%	64%	65%	Not Included, Quoted per Project. Tariff Charge Quoted per Project	Varies 2-15 Years
HAT Collective	<a href="https://www.hatcollective.com/">https://www.hatcollective.com/</a>	Monitor Arms and Desktop Convertors ONLY	56%	57%	58%	Not Included, Quoted per Project. Tariff Charge Quoted per Project	Varies 2-15 Years
Paul Brayton Designs	<a href="https://www.paulbraytondesigns.com/">https://www.paulbraytondesigns.com/</a>	Lounge, Side, and Conference Seating	40%	42%	45%	4% COM List, \$175 Min.	5 years
Allseating	<a href="https://www.allseating.com/">https://www.allseating.com/</a>	Task, Side, Healthcare and Lounge Seating	47%	49%	51%	Included	10-12 Years

MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
<b>Claridge</b>	<a href="https://claridgeproducts.com/">https://claridgeproducts.com/</a>	Whiteboard, Screens, and Accessories	47%	49%	51%	Quoted per Project	Varies 1-Lifetime
<b>Magnuson Group</b>	<a href="https://magnusongroup.com/">https://magnusongroup.com/</a>	Accessories	40.5%	43%	44.5%	Quoted per Project	2 Years
<b>Indiana Furniture</b>	<a href="https://www.indianafurniture.com/">https://www.indianafurniture.com/</a>	Office, Benching, Seating	51.5%	52.5%	54.5%	Included over \$1,000 net. Under, \$120 net.	Varies 1-12 Years
<b>Safco</b>	<a href="https://www.safcoproducts.com/">https://www.safcoproducts.com/</a>	Office, Classroom, Lounge, and Seating	47%	49%	51%	Included over \$1,500 net. Under, \$100 net.	Limited Lifetime
<b>H Contract</b>	<a href="https://www.hcontractfurniture.com/">https://www.hcontractfurniture.com/</a>	Seating and Tables, Resident Rooms	40%	42%	45%	Included over \$1,500 net. Under, \$150 net.	Varies 1-Lifetime
<b>Noirx</b>	<a href="https://horix.com/">https://horix.com/</a>	Classroom, Dorm, and Seating	40.5%	43%	44.5%	Quoted per Project	Varies 1-Lifetime
<b>IOA</b>	<a href="http://ioa-hcf.com/">http://ioa-hcf.com/</a>	Healthcare and Contract Seating	40%	42%	45%	Quoted per Project	Varies 5-12 Year
<b>Allora</b>	<a href="https://allorafurniture.com/">https://allorafurniture.com/</a>	Healthcare and Contract Seating	52%	54%	57%	Quoted per Project	Varies 5-12 Year
<b>9 to 5</b>	<a href="https://9to5seating.com/">https://9to5seating.com/</a>	Task and Side Seating	51.5%	52.5%	54.5%	Included on 5 or More Items, Under 5 \$20 net Each	Limited Lifetime
<b>ERG</b>	<a href="https://erginternational.com/">https://erginternational.com/</a>	Office, Classroom, Lounge, and Seating	51.5%	52.5%	54.5%	Included over \$4,000 List, Under \$98 net	Limited Lifetime
<b>Enwork</b>	<a href="http://www.enwork.com">www.enwork.com</a>	Tables, Conference, Classroom	60%	61%	62%	Included over \$2,000 net, Under \$150 net	Limited Lifetime
<b>Falcon</b>	<a href="http://www.falconproducts.com">www.falconproducts.com</a>	Tables, Conference, Classroom	52%	54%	57%	Included over \$1,500 net, Under \$150 net	12 Year Warranty
<b>Hi-5</b>	<a href="https://hi5furniture.com/">https://hi5furniture.com/</a>	Specializes in Custom Tables and Furniture	51.5%	52.5%	54.5%	Included over \$4,000 List, Under \$300 net	Limited Lifetime
<b>Moduform</b>	<a href="https://moduform.com/">https://moduform.com/</a>	Dorm Furniture and Seating	51.50%	52.50%	54.50%	Quoted per Project	5 Year Warranty
<b>Landscape Forms</b>	<a href="http://www.landscapeforms.com">www.landscapeforms.com</a>	Outdoor Furniture	Quoted per Project	Quoted per Project	Quoted per Project	Quoted per Project	Varies 3-15 Years

## COST PROPOSAL: Steelcase Product Based Discounting on List Pricing



STEELCASE PRICE BREAKDOWN	STC PRODUCT LINE	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +
	Series 9000, Avenir, 200 Series Bins, Kick, Kick Freestanding Caseloads, 200 Series Laterals, Criterion, Answer Freestanding Desking, Montage, Pathways Power & Communication	58.00%	62.00%	NEGOTIATE
	Answer Beam, Answer Fence, Universal Tables, Universal System Worksurfaces, Universal System Worksurfaces –Wood, Universal Pedestals, Universal ITC/OTCBins/Shelves, Duo Storage for Answer, Answer	58.00%	63.03%	NEGOTIATE
	Utility Lighting, Standard Lighting	61.00%	64.25%	NEGOTIATE
	Brody Lounge Seating	43.00%	45.00%	NEGOTIATE
	462 Leap	58.75%	59.50%	NEGOTIATE
	Amia, Think – Task	54.88%	55.75%	NEGOTIATE
	Player, Cachet, Move, Cobi, i2i	52.00%	54.00%	NEGOTIATE
	466 Reply	54.88%	56.27%	NEGOTIATE
	Gesture, Qivi	50.00%	53.00%	NEGOTIATE
	Node, Node Health	52.50%	54.50%	NEGOTIATE
	Verb	52.00%	55.00%	NEGOTIATE
	media:scape, media:scape Lounge	44.00%	45.00%	NEGOTIATE
	LED Linear	47.72%	51.23%	NEGOTIATE
	464 Leap Work Lounge	47.72%	49.38%	NEGOTIATE
	Divisio Screens	47.72%	51.23%	NEGOTIATE
	<u>c:scape</u>	56.00%	51.23%	NEGOTIATE
	<u>FrameOne</u>	50.50%	53.70%	NEGOTIATE
	<u>RoomWizard 2.0</u>	47.50%	NEGOTIATE	NEGOTIATE
	<u>Premium Whiteboard</u>	49.00%	NEGOTIATE	NEGOTIATE
	Bottomline Task Light, LED Personal Task Light, LED Shelf Light, Underline Task Light	50.00%	51.00%	NEGOTIATE
	TS Laterals	60.12%	62.38%	NEGOTIATE
	<u>Groupwork</u>	54.00%	57.00%	NEGOTIATE
	TS Fixed Pedestals, TS Mobile Pedestals, TS Tower Too, TS Underworksurface Laterals, TS Bins & Shelves	60.12%	62.00%	NEGOTIATE
	TS Worksurfaces	59.50%	62.00%	NEGOTIATE
	Ology Desk, Ology Bench	47.00%	51.95%	NEGOTIATE
	<u>Migration</u>	52.67%	53.50%	NEGOTIATE

## COST PROPOSAL: Steelcase Product Based Discounting on List Pricing

STEELCASE PRICE BREAKDOWN	STC PRODUCT LINE	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +
	FitWork	43.00%	45.35%	NEGOTIATE
	Adjustable Tables – Series 3, Adjustable Tables – Series 5, Adjustable Tables – Series 7, Adjustable Tables – Series 9	49.00%	50.00%	NEGOTIATE
	Series Benches	49.00%	53.75%	NEGOTIATE
	Akira Tables, Runner Tables, Kart Seating	50.00%	52.00%	NEGOTIATE
	Universal Privacy Modesty Screen	48.00%	53.61%	NEGOTIATE
	B-Free Seating/Furniture	46.00%	48.00%	NEGOTIATE
	Turnstone brand Products (other than Exceptions listed below)	54.00%	57.00%	NEGOTIATE
	Carl Hansen Seating/Tables	45.00%	NEGOTIATE	NEGOTIATE
	Hosu Lounge Seating, Lagunitas	47.50%	NEGOTIATE	NEGOTIATE
	Balance of Coalesse brand Products (other than Exceptions listed below) including, Massaud Collection, Potrero 415, Montara 650, Massaud Conference Collection, Less than five	50.00%	NEGOTIATE	NEGOTIATE
	Adjustable Tables - Airtouch	58.00%	62.00%	NEGOTIATE
	eno Accessories, eno Whiteboards	51.83%	NEGOTIATE	NEGOTIATE
	SILQ Seating	48.75%	52.74%	NEGOTIATE
	IRYS, SnapCab	44.38%	50.00%	NEGOTIATE
	Balance of Steelcase Steel Products (other than Exceptions listed below) including Post & Beam System Max Stacker III	57.00%	60.00%	NEGOTIATE
	Elective Elements	54.04%	57.93%	NEGOTIATE
	FlexFrame	51.75%	55.00%	NEGOTIATE
	Currency, Payback, Sawyer	54.00%	57.00%	NEGOTIATE
	Balance of Steelcase Wood Products (other than Exceptions listed below), Siento Seating	51.00%	53.00%	NEGOTIATE
	Balance of Worktools brand Products (other than Exceptions listed below)	49.00%	NEGOTIATE	NEGOTIATE
	Aspekt Series, Cura Seating, Cura Tables, Empath Recliner Seating, Leela, Malibu Seating, Malibu Tables, Mineral Recliner Seating, Mitra Recliner & Sleeper, Mitra Series, Outlook Empress, Outlook Hawthorn, Outlook Jarrah, Outlook Nikko, Outlook Sequoia, Pocket, Progeny Seating, Progeny Tables, Rave Seating, Rave Tables, Sieste Seating, Sieste Sleeper, Sieste Tables, Slumber Day Bed, Softcare Seating, Sorrel Series, Tava, Verge Stool, X-Tenz, Neighbor Seating, Ainsley, Chart Box, Davenport, Exchange Tables, Folio, Opus, Park, Senza, Softcare Casegoods, Sonata, Sync, Viridian, Waldorf, Regard	45.00%	47.00%	NEGOTIATE
	Balance of Steelcase Health Products including Platform Bed, Relay Arm and Mobile Overbed Tables (other than Exceptions below)	45.00%	47.00%	NEGOTIATE
	Privacy Walls	47.00%	50.00%	NEGOTIATE
	Qt Pro, Low Profile Floor, Architectural Modular Power	52.00%	54.00%	NEGOTIATE
	V.I.A.	45.50%	50.00%	NEGOTIATE
	Thread	43.00%	44.00%	NEGOTIATE
	Service Parts Steel, Service Parts Wood, Service Parts Turnstone	35.00%	-	-
	Sans, Flow	40.00%	41.00%	NEGOTIATE
	Steelcase Series 1	55.62%	57.61%	NEGOTIATE
	Surround	45.00%	47.00%	NEGOTIATE
	Umami	45.00%	47.00%	NEGOTIATE
	Convey, Embold	45.00%	47.00%	NEGOTIATE
	Wiesner Hager Nooi	47.50%	49.70%	NEGOTIATE
	PW LSG	42.50%	50.00%	NEGOTIATE
	Motif	40.00%	41.00%	NEGOTIATE

### Framework Order Terms Amendment

This amendment #5, effective 09/17/2021, amends Purchase Order # 5500007704 between The University of Tennessee and Workspace Interiors dated 01/31/2020. Except as amended below, all other terms remain unchanged.

The parties agree as follows:

Purchase Order Value: The University has increased the value of this purchase order to reflect the University's estimated cumulative purchases that might occur under this purchase order. The University does not guarantee that it will spend any particular amount under this purchase order.

The parties are signing this amendment on the effective date mentioned in the introductory clause.

Signature: Jarod Coppenger

Name: Jarod Coppenger

Title: Buyer

Signature: Mindy Landry

Name: Mindy Landry

Title: VP of Sales

### Framework Order Terms Amendment

This amendment # 6, effective 09/28/2021, amends Purchase Order #5500007704 between The University of Tennessee and Workspace Interiors dated January 31, 2020. Except as amended below, all other terms remain unchanged.

The parties agree as follows:

Added Global Furniture to the Manufacturer's Discount List. The updated list is attached to this amendment.

The parties are signing this amendment on the effective date mentioned in the introductory clause.

Signature: Jarod Coppenger

Name: Jarod Coppenger

Title: Buyer

Signature: Amber Lewis

Name: Amber Lewis

Title: Sales Executive

**COST PROPOSAL: Manufacturer's Order Discount Schedule Based on List Pricing**



MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Steelcase	<a href="https://www.steelcase.com/">https://www.steelcase.com/</a>	(Full Line) System, Casegood, Seating, Storage, Tables, Specialty	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Steelcase Education	<a href="https://www.steelcase.com/discover/information/education/">https://www.steelcase.com/discover/information/education/</a>	Education Focused Seating, Casegoods, Tables, Meeting Spaces	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Steelcase Health	<a href="https://www.steelcase.com/discover/information/health/">https://www.steelcase.com/discover/information/health/</a>	Health Focused Seating, Casegoods, Storage, Patient Rooms	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Coalesse	<a href="https://www.coalesse.com/">https://www.coalesse.com/</a>	Lounge, Café, Conference, and Casegoods	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Smith Sytems	<a href="https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/">https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/</a>	Education Focused Seating, Casegoods, Meeting Spaces. Includes K-12 and Higher Ed.	35%	Negotiated	Negotiated	Not Included Freight Quoted per Project	12 year Warranty w/ Lifetime Frame Warranty
Bolia	<a href="https://www.bolia.com/en/">https://www.bolia.com/en/</a>	(Steelcase Ancillary Partner) European Designed Lounge, Seating, Casegoods, Specialty Items	7.50%	10.98%	Negotiated	Included	5 years
MG+BW	<a href="https://www.mgbwhome.com/">https://www.mgbwhome.com/</a>	(Steelcase Ancillary Partner) Lounge, Seating, Casegoods, Specialty Items	13.75%	21.95%	Negotiated	Included	1 year
Extremis	<a href="https://www.extremis.com/">https://www.extremis.com/</a>	Outdoor Furniture	22.50%	24.39%	Negotiated	Included	2 Years
Snap Cab	<a href="https://snapcab.com/pods/">https://snapcab.com/pods/</a>	Flexible Workspace Pods	44.38%	50%	Negotiated	Included	3 Years
BluDot	<a href="https://www.bludot.com/">https://www.bludot.com/</a>	(Steelcase Ancillary Partner) Lounge, Seating, Casegoods, Specialty Items	Negotiated	16%	21%	Not Included Freight Quoted per Project	1 year
Vicarrbe	<a href="https://www.viccarbe.com/">https://www.viccarbe.com/</a>	(Coalesse Ancillary Partner) European Deisgned Lounge and Seating	33%	39%	44%	Included	5 years
West Elm	<a href="https://westelmworkspace.com/">https://westelmworkspace.com/</a>	Workspace Division of West Elm- Lounge, Conference, Café, Casegoods	48.75%	50%	51%	Included	5 Years
AMQ	<a href="https://amqsolutions.com/">https://amqsolutions.com/</a>	Affordable Benching and Seating Solutions	47%	51%	52.50%	Not Included Freight Quoted per Project	10 Year
Orange Box	<a href="https://www.orangebox.com/">https://www.orangebox.com/</a>	Agile Spaces, Pods, Seating and Tables	42.75%	45%	Negotiated	Included	10 Years (Some Exclusions Apply)
AIS	<a href="http://www.ais-inc.com/">http://www.ais-inc.com/</a>	(Full Line) System, Casegood, Seating, Storage, Specialty	71%	72%	74%	Included over 10,000 list	Limited Lifetime
Corona Group	<a href="http://www.coronagroupinc.com/index.html">http://www.coronagroupinc.com/index.html</a>	Visual Communication - Glassboards	43%	45%	48%	Included	**Varies** 1-25 years
PS Furniture	<a href="http://psfurniture.com/">http://psfurniture.com/</a>	Seating and Tables	50%	52%	54%	\$100 SOF under 4,000 list	**Varies** 5-12 years
Darran	<a href="http://www.darran.com/">http://www.darran.com/</a>	Casegoods, Seating, and Lounge	51%	53%	55%	\$100 SOF under 3,000 list	Limited Lifetime
Sit On it	<a href="https://www.sitonit.net/">https://www.sitonit.net/</a>	Task and Side Seating	40%	42%	45%	Included	Limited Lifetime
Great Openings	<a href="http://www.greatopenings.com">http://www.greatopenings.com</a>	Storage Solutions and Lockers	60%	68%	69%	Included	Limited Lifetime
Moore Co w/ Vanerum	<a href="https://moorecoinc.com/">https://moorecoinc.com/</a>	Visual Communication and Education Focused Furniture	47%	49%	51%	Not Included Freight Quoted per Project	**Varies** 1- 50 years
NxtWall	<a href="http://www.nxtwall.com/">http://www.nxtwall.com/</a>	Architectural Wall System	47%	49%	51%	Included	10 years

MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
<b>Bernhardt Design</b>	<a href="http://bernhardtdesign.com/">http://bernhardtdesign.com/</a>	Classroom, Lounge, Upholstery	40%	42%	45%	Not Included Freight Quoted per Project	5 years
<b>Symphony Tables</b>	<a href="http://www.symphonytables.com/">http://www.symphonytables.com/</a>	Tables, Conference, Classroom	52%	54%	57%	\$180 SOF under 3,000 list	10 years including labor
<b>Arper</b>	<a href="https://www.arper.com/us/en/products/collections">https://www.arper.com/us/en/products/collections</a>	Lounge and Outdoor	40%	42%	45%	3% List	Limited Lifetime
<b>Rouillard</b>	<a href="http://www.rouillard.ca/products">http://www.rouillard.ca/products</a>	Office, Classroom, Lounge	47%	49%	51%	\$100 SOF under 4,000 list	10 years including labor
<b>Texacraft</b>	<a href="https://www.texacraft.com/">https://www.texacraft.com/</a>	Outdoor Furniture	60%	61%	62%	13% of cost	1-5 years depending on product
<b>Site Scapes</b>	<a href="https://www.sitescapesonline.com/">https://www.sitescapesonline.com/</a>	Outdoor Furniture	5.5%	5.5%	5.5%	Not Included Freight Quoted per Project	1-5 years depending on product
<b>KI</b>	<a href="https://www.ki.com/">https://www.ki.com/</a>	Classroom, Office, Architectural Walls	40.5%	43%	44.5%	Included	Limited Lifetime
<b>Connectrac</b>	<a href="https://connectrac.com/">https://connectrac.com/</a>	Infloor Power	14.5%	18%	19.5%	Included	Limited Lifetime
<b>OFS</b>	<a href="https://ofs.com/">https://ofs.com/</a>	Classroom, Lounge, Office, Benching	52.5%	53%	54.5%	Included over \$1500 List	Limited Lifetime
<b>JSI</b>	<a href="https://www.jsifurniture.com/">https://www.jsifurniture.com/</a>	Classroom, Lounge, Office, Benching	53%	54%	55%	Included over \$1500 List	Limited Lifetime
<b>Leland</b>	<a href="https://lelandfurniture.com/">https://lelandfurniture.com/</a>	Classroom, Lounge, Office, Benching	40%	42%	45%	Not Included Freight Quoted per Project	Limited Lifetime
<b>Eko Contract</b>	<a href="https://www.ekocontract.com/">https://www.ekocontract.com/</a>	Classroom, Lounge, Office, Benching	51.5%	52.5%	54.5%	Included over \$8,000 List	Limited Lifetime
<b>Versteel</b>	<a href="https://www.versteel.com/">https://www.versteel.com/</a>	Tables, Conference, Classroom	40%	42%	45%	Included over \$2,500 net. Under, \$100.00 net Charge	Limited Lifetime
<b>VIA Seating</b>	<a href="https://viaseating.com/">https://viaseating.com/</a>	Task, Side, and Lounge Seating	51.5%	52.5%	54.5%	Included	12 year Warranty
<b>OFGO Studio</b>	<a href="https://ofgo.com/">https://ofgo.com/</a>	Classroom, Lounge, Office, Benching	51%	53%	55%	Included over \$5,000 List. Under, \$100.00 net Charge	Limited Lifetime
<b>Homecrest</b>	<a href="https://www.homecrest.com/">https://www.homecrest.com/</a>	Outdoor Furniture	51%	53%	55%	Included over \$2,000 net. Under, \$200.00 net Charge	Varies 2-10 Years
<b>HAT Collective</b>	<a href="https://www.hatcollective.com/">https://www.hatcollective.com/</a>	Workstations and Accessories	62.5%	64%	65%	Not Included, Quoted per Project. Tariff Charge Quoted per Project	Varies 2-15 Years
<b>HAT Collective</b>	<a href="https://www.hatcollective.com/">https://www.hatcollective.com/</a>	Monitor Arms and Desktop Convertors ONLY	56%	57%	58%	Not Included, Quoted per Project. Tariff Charge Quoted per Project	Varies 2-15 Years
<b>Paul Brayton Designs</b>	<a href="https://www.paulbraytondesigns.com/">https://www.paulbraytondesigns.com/</a>	Lounge, Side, and Conference Seating	40%	42%	45%	4% COM List, \$175 Min.	5 years
<b>Allseating</b>	<a href="https://www.allseating.com/">https://www.allseating.com/</a>	Task, Side, Healthcare and Lounge Seating	47%	49%	51%	Included	10-12 Years

MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
<b>Claridge</b>	<a href="https://claridgeproducts.com/">https://claridgeproducts.com/</a>	Whiteboard, Screens, and Accessories	47%	49%	51%	Quoted per Project	Varies 1-Lifetime
<b>Magnuson Group</b>	<a href="https://magnusongroup.com/">https://magnusongroup.com/</a>	Accessories	40.5%	43%	44.5%	Quoted per Project	2 Years
<b>Indiana Furniture</b>	<a href="https://www.indianafurniture.com/">https://www.indianafurniture.com/</a>	Office, Benching, Seating	51.5%	52.5%	54.5%	Included over \$1,000 net. Under, \$120 net.	Varies 1-12 Years
<b>Safco</b>	<a href="https://www.safcoproducts.com/">https://www.safcoproducts.com/</a>	Office, Classroom, Lounge, and Seating	47%	49%	51%	Included over \$1,500 net. Under, \$100 net.	Limited Lifetime
<b>H Contract</b>	<a href="https://www.hcontractfurniture.com/">https://www.hcontractfurniture.com/</a>	Seating and Tables, Resident Rooms	40%	42%	45%	Included over \$1,500 net. Under, \$150 net.	Varies 1-Lifetime
<b>Noirx</b>	<a href="https://norix.com/">https://norix.com/</a>	Classroom, Dorm, and Seating	40.5%	43%	44.5%	Quoted per Project	Varies 1-Lifetime
<b>IOA</b>	<a href="http://ioa-hcf.com/">http://ioa-hcf.com/</a>	Healthcare and Contract Seating	40%	42%	45%	Quoted per Project	Varies 5-12 Year
<b>Allora</b>	<a href="https://allorafurniture.com/">https://allorafurniture.com/</a>	Healthcare and Contract Seating	52%	54%	57%	Quoted per Project	Varies 5-12 Year
<b>9 to 5</b>	<a href="https://9to5seating.com/">https://9to5seating.com/</a>	Task and Side Seating	51.5%	52.5%	54.5%	Included on 5 or More Items, Under 5 \$20 net Each	Limited Lifetime
<b>ERG</b>	<a href="https://erginternational.com/">https://erginternational.com/</a>	Office, Classroom, Lounge, and Seating	51.5%	52.5%	54.5%	Included over \$4,000 List, Under \$98 net	Limited Lifetime
<b>Enwork</b>	<a href="http://www.enwork.com">www.enwork.com</a>	Tables, Conference, Classroom	60%	61%	62%	Included over \$2,000 net, Under \$150 net	Limited Lifetime
<b>Falcon</b>	<a href="http://www.falconproducts.com">www.falconproducts.com</a>	Tables, Conference, Classroom	52%	54%	57%	Included over \$1,500 net, Under \$150 net	12 Year Warranty
<b>Hi-5</b>	<a href="https://hi5furniture.com/">https://hi5furniture.com/</a>	Specializes in Custom Tables and Furniture	51.5%	52.5%	54.5%	Included over \$4,000 List, Under \$300 net	Limited Lifetime
<b>Moduform</b>	<a href="https://moduform.com/">https://moduform.com/</a>	Dorm Furniture and Seating	51.50%	52.50%	54.50%	Quoted per Project	5 Year Warranty
<b>Landscape Forms</b>	<a href="http://www.landscapeforms.com">www.landscapeforms.com</a>	Outdoor Furniture	Quoted per Project	Quoted per Project	Quoted per Project	Quoted per Project	Varies 3-15 Years
<b>Workrite</b>	<a href="https://workriteergo.com/">https://workriteergo.com/</a>	Height Adjustable Tables and Ergonomic Accessories	56%	57%	58%	Included over \$8,000 List, Under \$150 net. Line of Sight Series Included over \$20,000 List, Under \$500 net	Varies 1 year - Limited Lifetime
<b>Global Furniture Group</b>	<a href="https://www.globalfurnituregroup.com/">https://www.globalfurnituregroup.com/</a>	Office, Classroom, Lounge, and Seating	\$1-\$16,500 57% \$16,500-\$50,000 61%	62%	63%	Included over \$2,000, Under \$75.00 net. 5.5% Raw Materials Surcharge	Limited Lifetime

## Framework Order Terms Amendment

This amendment # 7, effective February 17, 2022, amends Purchase Order # 5500007704 between The University of Tennessee and Workspace Interiors dated January 1, 2020. Except as amended below, all other terms remain unchanged.

The parties agree as follows:

Add the following vendors:

Hightower

Keilhauer

Takeform

The parties are signing this amendment on the effective date mentioned in the introductory clause.

### The University of Tennessee

Signature: Abbie Shellist

Name: Abbie Shellist

Title: Associate Director Procurement Services

### Supplier

Signature: Amber Lewis

Name: Amber Lewis

Title: Sales Executive

**COST PROPOSAL: Manufacturer's Order Discount Schedule Based on List Pricing**



MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Steelcase	<a href="https://www.steelcase.com/">https://www.steelcase.com/</a>	(Full Line) System, Casegood, Seating, Storage, Tables, Specialty	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Steelcase Education	<a href="https://www.steelcase.com/discover/information/education/">https://www.steelcase.com/discover/information/education/</a>	Education Focused Seating, Casegoods, Tables, Meeting Spaces	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Steelcase Health	<a href="https://www.steelcase.com/discover/information/health/">https://www.steelcase.com/discover/information/health/</a>	Health Focused Seating, Casegoods, Storage, Patient Rooms	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Coalesse	<a href="https://www.coalesse.com/">https://www.coalesse.com/</a>	Lounge, Café, Conference, and Casegoods	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Smith Sysyems	<a href="https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/">https://smithsystem.com/smithfiles/2018/06/08/steelcase_announcement/</a>	Education Focused Seating, Casegoods, Meeting Spaces. Includes K-12 and Higher Ed.	35%	Negotiated	Negotiated	Not Included Freight Quoted per Project	12 year Warranty w/ Lifetime Frame Warranty
Bolia	<a href="https://www.bolia.com/en/">https://www.bolia.com/en/</a>	(Steelcase Ancillary Partner) European Designed Lounge, Seating, Casegoods, Specialty Items	7.50%	10.98%	Negotiated	Included	5 years
MG+BW	<a href="https://www.mgbwhome.com/">https://www.mgbwhome.com/</a>	(Steelcase Ancillary Partner) Lounge, Seating, Casegoods, Specialty Items	13.75%	21.95%	Negotiated	Included	1 year
Extremis	<a href="https://www.extremis.com/">https://www.extremis.com/</a>	Outdoor Furniture	22.50%	24.39%	Negotiated	Included	2 Years
Snap Cab	<a href="https://snapcab.com/pods/">https://snapcab.com/pods/</a>	Flexible Workspace Pods	44.38%	50%	Negotiated	Included	3 Years
BluDot	<a href="https://www.bludot.com/">https://www.bludot.com/</a>	(Steelcase Ancillary Partner) Lounge, Seating, Casegoods, Specialty Items	Negotiated	16%	21%	Not Included Freight Quoted per Project	1 year
Vicarrbe	<a href="https://www.viccarbe.com/">https://www.viccarbe.com/</a>	(Coalesse Ancillary Partner) European Deisgned Lounge and Seating	33%	39%	44%	Included	5 years
West Elm	<a href="https://westelmworkspace.com/">https://westelmworkspace.com/</a>	Workspace Division of West Elm- Lounge, Conference, Café, Casegoods	48.75%	50%	51%	Included	5 Years
AMQ	<a href="https://amqsolutions.com/">https://amqsolutions.com/</a>	Affordable Benching and Seating Solutions	47%	51%	52.50%	Not Included Freight Quoted per Project	10 Year
Orange Box	<a href="https://www.orangebox.com/">https://www.orangebox.com/</a>	Agile Spaces, Pods, Seating and Tables	42.75%	45%	Negotiated	Included	10 Years (Some Exclusions Apply)
AIS	<a href="http://www.ais-inc.com/">http://www.ais-inc.com/</a>	(Full Line) System, Casegood, Seating, Storage, Specialty	71%	72%	74%	Included over 10,000 list	Limited Lifetime
Corona Group	<a href="http://www.coronagroupinc.com/index.html">http://www.coronagroupinc.com/index.html</a>	Visual Communication - Glassboards	43%	45%	48%	Included	**Varies** 1-25 years
PS Furniture	<a href="http://psfurniture.com/">http://psfurniture.com/</a>	Seating and Tables	50%	52%	54%	\$100 SOF under 4,000 list	**Varies** 5-12 years
Darran	<a href="http://www.darran.com/">http://www.darran.com/</a>	Casegoods, Seating, and Lounge	51%	53%	55%	\$100 SOF under 3,000 list	Limited Lifetime
Sit On it	<a href="https://www.sitonit.net/">https://www.sitonit.net/</a>	Task and Side Seating	40%	42%	45%	Included	Limited Lifetime
Great Openings	<a href="http://www.greatopenings.com">http://www.greatopenings.com</a>	Storage Solutions and Lockers	60%	68%	69%	Included	Limited Lifetime
Moore Co w/ Vanerum	<a href="https://moorecoinc.com/">https://moorecoinc.com/</a>	Visual Communication and Education Focused Furniture	47%	49%	51%	Not Included Freight Quoted per Project	**Varies** 1- 50 years
NxtWall	<a href="http://www.nxtwall.com/">http://www.nxtwall.com/</a>	Architectural Wall System	47%	49%	51%	Included	10 years

MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Steelcase	<a href="https://www.steelcase.com/">https://www.steelcase.com/</a>	(Full Line) System, Casework, Seating, Storage, Tables, Specialty	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Bernhardt Design	<a href="http://bernhardtdesign.com/">http://bernhardtdesign.com/</a>	Classroom, Lounge, Upholstery	40%	42%	45%	Not Included Freight Quoted per Project	5 years
Symphony Tables	<a href="http://www.symphonytables.com/">http://www.symphonytables.com/</a>	Tables, Conference, Classroom	52%	54%	57%	\$180 SOF under 3,000 list	10 years including labor
Arper	<a href="https://www.arper.com/us/en/products/collections">https://www.arper.com/us/en/products/collections</a>	Lounge and Outdoor	40%	42%	45%	3% List	Limited Lifetime
Rouillard	<a href="http://www.rouillard.ca/products">http://www.rouillard.ca/products</a>	Office, Classroom, Lounge	47%	49%	51%	\$100 SOF under 4,000 list	10 years including labor
Texacraft	<a href="https://www.texacraft.com/">https://www.texacraft.com/</a>	Outdoor Furniture	60%	61%	62%	13% of cost	1-5 years depending on product
Site Scapes	<a href="https://www.sitescapesonline.com/">https://www.sitescapesonline.com/</a>	Outdoor Furniture	5.5%	5.5%	5.5%	Not Included Freight Quoted per Project	1-5 years depending on product
KI	<a href="https://www.ki.com/">https://www.ki.com/</a>	Classroom, Office, Architectural Walls	40.5%	43%	44.5%	Included	Limited Lifetime
Connectrac	<a href="https://connectrac.com/">https://connectrac.com/</a>	Infloor Power	14.5%	18%	19.5%	Included	Limited Lifetime
OFS	<a href="https://ofs.com/">https://ofs.com/</a>	Classroom, Lounge, Office, Benching	52.5%	53%	54.5%	Included over \$1500 List	Limited Lifetime
JSI	<a href="https://www.jsifurniture.com/">https://www.jsifurniture.com/</a>	Classroom, Lounge, Office, Benching	53%	54%	55%	Included over \$1500 List	Limited Lifetime
Leland	<a href="https://lelandfurniture.com/">https://lelandfurniture.com/</a>	Classroom, Lounge, Office, Benching	40%	42%	45%	Not Included Freight Quoted per Project	Limited Lifetime
Eko Contract	<a href="https://www.ekocontract.com/">https://www.ekocontract.com/</a>	Classroom, Lounge, Office, Benching	51.5%	52.5%	54.5%	Included over \$8,000 List	Limited Lifetime
Versteel	<a href="https://www.versteel.com/">https://www.versteel.com/</a>	Tables, Conference, Classroom	40%	42%	45%	Included over \$2,500 net. Under, \$100.00 net Charge	Limited Lifetime
VIA Seating	<a href="https://viaseating.com/">https://viaseating.com/</a>	Task, Side, and Lounge Seating	51.5%	52.5%	54.5%	Included	12 year Warranty
OFGO Studio	<a href="https://ofgo.com/">https://ofgo.com/</a>	Classroom, Lounge, Office, Benching	51%	53%	55%	Included over \$5,000 List. Under, \$100.00 net Charge	Limited Lifetime
Homecrest	<a href="https://www.homecrest.com/">https://www.homecrest.com/</a>	Outdoor Furniture	51%	53%	55%	Included over \$2,000 net. Under, \$200.00 net Charge	Varies 2-10 Years
HAT Collective	<a href="https://www.hatcollective.com/">https://www.hatcollective.com/</a>	Workstations and Accessories	62.5%	64%	65%	Not Included, Quoted per Project. Tariff Charge Quoted per Project	Varies 2-15 Years
HAT Collective	<a href="https://www.hatcollective.com/">https://www.hatcollective.com/</a>	Monitor Arms and Desktop Convertors ONLY	56%	57%	58%	Not Included, Quoted per Project. Tariff Charge Quoted per Project	Varies 2-15 Years
Paul Brayton Designs	<a href="https://www.paulbraytondesigns.com/">https://www.paulbraytondesigns.com/</a>	Lounge, Side, and Conference Seating	40%	42%	45%	4% COM List, \$175 Min.	5 years

MANUFACTURER	MFG. WEBSITE	PRIMARY PRODUCT OFFERINGS	\$1 - \$49,000	\$50,000 - \$99,999	\$100K +	FREIGHT FROM MANUFACTURER	WARRANTY
Steelcase	<a href="https://www.steelcase.com/">https://www.steelcase.com/</a>	(Full Line) System, Casework, Seating, Storage, Tables, Specialty	PRICING BREAKDOWN PER LINE - SEE ATTACHED			Included	Limited Lifetime
Allseating	<a href="https://www.allseating.com/">https://www.allseating.com/</a>	Task, Side, Healthcare and Lounge Seating	47%	49%	51%	Included	10-12 Years
Claridge	<a href="https://claridgeproducts.com/">https://claridgeproducts.com/</a>	Whiteboard, Screens, and Accessories	47%	49%	51%	Quoted per Project	Varies 1-Lifetime
Magnuson Group	<a href="https://magnusongroup.com/">https://magnusongroup.com/</a>	Accessories	40.5%	43%	44.5%	Quoted per Project	2 Years
Indiana Furniture	<a href="https://www.indianafurniture.com/">https://www.indianafurniture.com/</a>	Office, Benching, Seating	51.5%	52.5%	54.5%	Included over \$1,000 net. Under, \$120 net.	Varies 1-12 Years
Safco	<a href="https://www.safcoproducts.com/">https://www.safcoproducts.com/</a>	Office, Classroom, Lounge, and Seating	47%	49%	51%	Included over \$1,500 net. Under, \$100 net.	Limited Lifetime
H Contract	<a href="https://www.hcontractfurniture.com/">https://www.hcontractfurniture.com/</a>	Seating and Tables, Resident Rooms	40%	42%	45%	Included over \$1,500 net. Under, \$150 net.	Varies 1-Lifetime
Noirx	<a href="https://norix.com/">https://norix.com/</a>	Classroom, Dorm, and Seating	40.5%	43%	44.5%	Quoted per Project	Varies 1-Lifetime
IOA	<a href="http://ioa-hcf.com/">http://ioa-hcf.com/</a>	Healthcare and Contract Seating	40%	42%	45%	Quoted per Project	Varies 5-12 Year
Allora	<a href="https://allorafurniture.com/">https://allorafurniture.com/</a>	Healthcare and Contract Seating	52%	54%	57%	Quoted per Project	Varies 5-12 Year
9 to 5	<a href="https://9to5seating.com/">https://9to5seating.com/</a>	Task and Side Seating	51.5%	52.5%	54.5%	Included on 5 or More Items, Under 5 \$20 net Each	Limited Lifetime
ERG	<a href="https://erginternational.com/">https://erginternational.com/</a>	Office, Classroom, Lounge, and Seating	51.5%	52.5%	54.5%	Included over \$4,000 List, Under \$98 net	Limited Lifetime
Enwork	<a href="http://www.enwork.com">www.enwork.com</a>	Tables, Conference, Classroom	60%	61%	62%	Included over \$2,000 net. Under \$150 net	Limited Lifetime
Falcon	<a href="http://www.falconproducts.com">www.falconproducts.com</a>	Tables, Conference, Classroom	52%	54%	57%	Included over \$1,500 net. Under \$150 net	12 Year Warranty
Hi-5	<a href="https://hi5furniture.com/">https://hi5furniture.com/</a>	Specializes in Custom Tables and Furniture	51.5%	52.5%	54.5%	Included over \$4,000 List, Under \$300 net	Limited Lifetime
Moduform	<a href="https://moduform.com/">https://moduform.com/</a>	Dorm Furniture and Seating	51.50%	52.50%	54.50%	Quoted per Project	5 Year Warranty
Landscape Forms	<a href="http://www.landscapeforms.com">www.landscapeforms.com</a>	Outdoor Furniture	Quoted per Project	Quoted per Project	Quoted per Project	Quoted per Project	Varies 3-15 Years
Workrite	<a href="https://workriteergo.com/">https://workriteergo.com/</a>	Height Adjustable Tables and Ergonomic Accessories	56%	57%	58%	Included over \$8,000 List, Under \$150 net. Line of Sight Series Included over \$20,000 List, Under \$500 net	Varies 1 year - Limited Lifetime
Global Furniture Group	<a href="https://www.globalfurnituregroup.com/">https://www.globalfurnituregroup.com/</a>	Office, Classroom, Lounge, and Seating	\$1-\$16,500 57% \$16,500-\$50,000 61%	62%	63%	Included over \$2,000, Under \$75.00 net. 5.5% Raw Materials Surcharge	Limited Lifetime
Nevers Industries	<a href="https://www.nevers.com/">https://www.nevers.com/</a>	Training and Conference Tables. Standard and Custom	46.50%	48%	49%	Freight Included over \$5,000 List	10 Year Warranty
Hightower	<a href="http://www.hightoweraccess.com">www.hightoweraccess.com</a>	Seating, Tables and Accessories	40.50%	43%	44.50%	Freight Quoted per Project	3 Year Warranty
Keilhauer	<a href="https://keilhauer.com/">https://keilhauer.com/</a>	Seating, Tables and Accessories	48%	49%	50%	Freight Included unless quoted as a drop ship	10 Year Warranty
Takeform	<a href="https://www.takeform.net/">https://www.takeform.net/</a>	Signage and Graphics	8.50%	10.50%	12.50%	Freight Quoted per Project	5 Year Warranty

## RFP/RFQ-S Checklist for Buyers

RFP # and Title:

***Buyers must complete this checklist for each bid and must include a completed version in the digital bid file***

Y or N/A

### Solicitation Preparation / Buyer Review

✓	Requisition received
N/A	Will goods be installed, construction or renovations be performed or does the purchase involve a lease? If so, please see the SBC tab for additional steps.
N/A	RFP Questionnaire used (if needed)
✓	RFP template used
N/A	For the purchase of cloud-based software, you must contact OIT prior to releasing the bid. For a System Administration purchase, contact Robert Ridenour and for Knoxville contact Mark Savage.
✓	Check to make sure special approvals are not needed (see Special Approvals tab)

### Evaluation Committee

✓	Evaluation committee is named, including chair
✓	If other than departmental bid, committee is representative of buying history
✓	Confirm that all committee members are UT employees. If not, set them up as "friend of the University"
✓	Send Solicitation Evaluation Attestation form (SEAF) to all committee members ( <b>before bid is published</b> )
✓	Meet with the evaluation committee prior to distributing the technical proposals and make sure they all understand the evaluation guidelines

### RFP Document- General

N/A	If result will be a department-specific framework order, approval must be sought by Blake Reagan prior to releasing the bid
✓	Scope of work is properly defined and a "savings" clause included (to allow addition of items).
✓	RFP phases are clearly defined and do not have overlapping requirements
✓	Pre-proposal conference with vendors scheduled (if required in the RFP)

N/A	Include a draft of the Supplier Agreement Form with the bid only if the bid is for services or the resulting PO will operate more like a contract.
N/A	If a bidder complains or questions the specifications, notify Blake Reagan and Abbie Shellist immediately.
✓	Demonstrations / presentations timing are clearly defined in both evaluation criteria and timing
✓	Performance metrics are clearly defined
N/A	Unacceptable contract terms are included in complicated or high-value RFP
✓	Include language asking for catalog-wide discounts on other products/services that respondent offers
✓	Make sure suppliers are aware that they can only charge costs that are stated in the PO. Items and pricing in the PO must be comprehensive.
✓	All exhibits, attachments, etc. are included and properly referenced
✓	Include language asking to extend pricing to TBR and other UT Campuses
✓	Ask for audit information in the RFP so you will be able to audit the contract effectively (if applicable)
✓	Contract term is clearly defined
✓	Ensure that the solicitation requires all respondents to submit a pro forma invoice describing each possible charge as the charge would appear on a real invoice.
✓	Total points (technical + cost) equals 1,000. Do not allow breakdown of points by category. For example: technical should be scored as a block of 700 points.
✓	Cost must equal at least 30% of total points.
✓	If a contractor's license is a requirement of the solicitation, a copy of the license must be submitted with the response
✓	Ask for the appropriate insurance requirements

### Specifications

N/A	If grants funds are being used, obtain documents from department and include any grant-required language in the specifications
✓	Check IBIS World for specification information
✓	Specifications are not considered "lock out"

### Technical

✓	Technical requirements are properly defined
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✓	Project timelines are accurate and attainable
✓	Evaluation criteria is clearly defined and quantifiable

**Cost**

N/A	Pricing templates were included for vendor submission (Excel)
N/A	Pricing templates are "protected" and not editable by vendors

**Evaluation**

✓	Vendors have submitted all sections of the RFP to Purchasing
✓	No pricing is included in technical information to be distributed to committee. Buyer searches all responses for \$ and % symbols to ensure that costs are not quoted in technical responses.
✓	Buyer confirms that all mandatory requirements in the RFP have been met/submitted
✓	All sections of RFP are prepared for delivery to committee
✓	Meet with full RFP committee, if possible, before technical responses are distributed for scoring. If full committee is not available, meet with committee chair.
✓	Confirm receipt of Solicitation Evaluation Attestation Form from each committee member
✓	Score sheets are created
✓	Contractor's licenses (if applicable) are verified
✓	If a committee member did not attend a presentation or demo, that member cannot change their technical score.

**Buyer Technical Evaluation Review**

✓	Individual committee member technical evaluations were submitted to Purchasing
✓	Technical Scores are properly calculated
N/A	Presentation performance factored into technical scores (if applicable), but not as a separate line item
N/A	Scoring anomalies have been discussed and documented with committee

✓	Buyer checks calculations made by committee
N/A	Buyer applies cost score formula to figure the cost points

**Committee's Recommendation**

N/A	If the committee recommends awarding to a bidder other than the highest-scoring bidder, discuss with Associate Director and Director before taking action. Per FI0405, the applicable CBO must also review.
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**Negotiation / Contracting**

✓	Best and Final Offer
✓	Negotiate additional cost savings
N/A	Target-Price Negotiations (if applicable)
✓	When negotiating, ask if respondents have contracts with other U.S. state governments, GSA, or cooperatives/consortia. Ask them to compare the offer to UT with the those other agreements. Seek "best of all worlds" deal.

**Intent to Award**

✓	Check the SAM and State of Tennessee websites to make sure vendor has not been debarred
✓	Check state of TN Procurement website to make sure that vendor has not been debarred
✓	Sent intent to award email to all proposers indicating the award
✓	Add any savings to the savings database

**Documentation**

✓	Digital files attached in SAP
✓	Upload RFP or RFQ-S to group drive solicitation library

**From:** [Shellist, Abbie](#)  
**To:** [Pate, Lisa R](#)  
**Subject:** Furniture  
**Date:** Friday, November 16, 2018 3:41:12 PM

---

Lisa,

Go ahead and add in language for all the suppliers about their deposit requirements into the POs. I think Lori makes a good point and it is reasonable for them to request. I would let Rob Johnson also add it back in since he originally requested it.

As far as Synergy and DWC go. We will need to issue the PO to DWC. The Synergy contact information can be in the PO though.

Please let me know if you have questions.

Thanks,  
Abbie

Abbie Shellist  
Associate Director, Procurement Services  
The University of Tennessee  
(865) 974-3110  
[ashellis@tennessee.edu](mailto:ashellis@tennessee.edu)  
<https://procurement.tennessee.edu/>

## FURNITURE RFQ-S COST COMPARISON

VENDOR	PRICE	FREIGHT	INSTALL	REBURBISH	DESIGN FEE	RE-INSTALL	TRANS	WAREHOUSE
<b>A&amp;W</b>	Cost + 16% (58 mfrs)	quoted separate	quoted separate	cost + 16%	50./hr	45/hr per person	COST +5%	
14 del trucks-JC, Chatt & Crossville; Knox showroom								
<b>CBI</b>	varies by mfg - 29% - 75% (75 mfrs)	some included by mfr; others range from 3.6%-7%	36./hr; 54./hr over	Cleaning-varies by piece	45./hr	36/hr; 54/hr overtime	.75/mile	45./hr inventory; 36./hr pulling; storage .75/sq ft; COM-net price + 15%
Internships, e- commerce website								
<b>CFA</b>	varies by mfg & tier (incl receiving, del & install) - 30- 72%; 130 mfrs	passing thru at cost - no markup	included	Cleaning-varies by piece (floors also)	50./hr	30./hr - 44./hr	.59/mile	storage: .75/mo; long term 1.00/mo, truck 35.00/hr, fabric 12% of net + frt

VENDOR	PRICE	FREIGHT	INSTALL	REBURBISH	DESIGN FEE	RE-INSTALL	TRANS	WAREHOUSE
My Resource Library, Smartsheet, Memberships/Sponsorships: SEAHO, TNAPPA, TICUO, NAEP, AIA, IIDA; CEU events; tradeshow, internships, quick ship								
<b>DWC SYNERGY</b>	varies-mfgr w/tiers, Allsteel, DIIRT + 29 mfrs	per project	per project	35.00/manhour	35.00/hr		.55/mile	
Software: ICE, KINETIC, CORE, CET & VR; Core drill locations; help desk, ergonomic trng, recycling								
<b>FIREFLY</b>	4% discount off list		54.00/man hour	54.00/hr; 58.00/hr offsite	45.00/hr	54./man hour	.565/mile	
<b>NOI</b>	varies - mfgr w/tiers, 25-75%; 174 mfrs	passing thru at cost - no markup	10% of cost per quote (std hrs); 56.25/hr OT	37.50/hr (cleaning 37.50/hr also)	60.00/hr (1st hr free)	37.50/conf & reinstall	70.00 trip charge outside 50 mile radius	storage: \$3 sq ft; COM fabric: net cost + 15%, freight incl

VENDOR	PRICE	FREIGHT	INSTALL	REBURBISH	DESIGN FEE	RE-INSTALL	TRANS	WAREHOUSE
Rebate, Continuing education, quick ship, Market Place Participation, MRL Library								
<b>OFO</b>	varies-mfgr w/tiers, herman miller 100-400K; 37-66%; others 25-67%; 62 mfrs	Herman Miller included; others vary	50.00/per man hour (trucks, insurance, gas) - 6% of product price.	case by case (50.00/per man hour)	Intital design + 2 revisions -incl. Over 2 - 50./man hour	50.00/per man hour (trucks, insurance, gas) - 6% of product price.	incl	60 days- N/C
Pre-owned furn. Avail; local showroom; recycling prog, del & install with own personnel; 6 del vehicles								
<b>SPACES</b>	varies-mfgrs w/tiers; Knoll 52-68.5%; KI 47% drop ship; KI 40%, others 18-70%	included; drop ship offered	46./per man hour; inventory & proj mgmt-55./per man hour	46.00/per man hour	55.00 (3rd revision)	46.00/per man hour	.60/mile	1.35/sf per month



**From:** [Pate, Lisa R](#)  
**To:** [Pate, Lisa R](#)  
**Bcc:** [Robert L. Johnson](#); [Cindy Udell](#); [Dean Vance \(Dean.Vance@cbi-tn.com\)](#); [Cassidy Barnett \(cassidy.barnett@cbi-tn.com\)](#); [Byron Smith \(byron@contractfurniturealliance.com\)](#); [Danez Black \(danez@contractfurniturealliance.com\)](#); [aburchfield@erniemorris.com](#); [ikirkus@erniemorris.com](#); [Drew Daniel \(drew.daniel@ki.com\)](#); [Andy Vanstraten](#); ["amy@noi-tn.com"](#); [Jim Burns](#); [Steve McPherson](#); [Brian Williams](#); [Cory Bond](#); [Samantha Hamner](#); [Matthew Debardeleben](#); [Kevin Banks](#); [Tarra McCall](#); [Clint Hinkle \(CHinkle@workspaceinteriors.com\)](#); [Campbell, Lori M](#); [Holmes, Dianne P](#); [Combs, Rodney](#); [Donavant, Lori A](#); [Huelsman, Randall Theodore](#); [Lord, Bryan](#); [Ewing, Chelsie Lou](#); [Minshall, Nichole Christin](#); [Conrad, Kari A](#)  
**Subject:** Furniture RFQ-S #2018-05-01  
**Date:** Thursday, May 24, 2018 11:21:00 AM  
**Attachments:** [Furniture RFQ\\_S Add 1.docx](#)  
[Furniture RFQ\\_S Attendees.pdf](#)  
**Importance:** High

---

Good morning,

Please see the attached addendum to the Furniture RFQ-S. A copy of the attendee sign in sheet from the pre-bid meeting is attached as well.

**Please note:**

**Due date has been extended until Friday, June 15, 2018 at 3:00 PM ET.**

**Last date for final questions is Friday, June 1, 2018 at 5:00 PM ET.**

Regards,

**Lisa Pate**

Commodity Manager  
Procurement Services  
The University of Tennessee  
(865) 974-3101  
<https://procurement.tennessee.edu>

**From:** [Pate, Lisa R](#)  
**To:** [Pate, Lisa R](#)  
**Bcc:** [Robert L. Johnson](#); [Cindy Udell](#); [Dean Vance \(Dean.Vance@cbi-tn.com\)](#); [Cassidy Barnett \(cassidy.barnett@cbi-tn.com\)](#); [Byron Smith \(byron@contractfurniturealliance.com\)](#); [Danez Black \(danez@contractfurniturealliance.com\)](#); [aburchfield@erniemorris.com](#); [ikirkus@erniemorris.com](#); [Drew Daniel \(keith.daniel@ki.com\)](#); [Andy Vanstraten](#); ["amy@noi-tn.com"](#); [Jim Burns](#); [Steve McPherson](#); [Brian Williams](#); [Cory Bond](#); [Samantha Hamner](#); [Matthew Debardeleben](#); [Kevin Banks](#); [Tarra McCall](#); [Clint Hinkle \(CHinkle@workspaceinteriors.com\)](#); [Campbell, Lori M](#); [Holmes, Dianne P](#); [Combs, Rodney](#); [Donavant, Lori A](#); [Huelsman, Randall Theodore](#); [Lord, Bryan](#); [Ewing, Chelsie Lou](#); [Minshall, Nichole Christin](#); [Conrad, Kari A](#)  
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**Lisa Pate**

Commodity Manager  
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The University of Tennessee  
(865) 974-3101  
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**FURNITURE RFQ-S #2018-05-01**

	A&W	APG	CBI	CFA	DWC SYNERGY	FIREFLY	NOI	OFO	SPACES	WORKSPACE
<b>Mandatory Requirements</b>										
<i>pass</i>	X		X	X	X	X	X	X	X	X
<i>fail</i>		X								
<b>Overall Technical (max 1000)</b>	625		755	760	615	620	745	695	645	740

**FURNITURE RFQ-S #2018-05-01**

Disqualified

	A&W	APG	CBI	CFA	DWC SYNERGY	FIREFLY	NOI	OFO	SPACES	WORKSPACE
<b>Mandatory Requirements</b>										
<i>pass</i>	x		x	x	x	x	x	x	x	x
<i>fail</i>		x								
<b>Overall Technical (max 1000)</b>	400		800	750	300	500	850	700	780	780

**From:** [Reagan, Blake Alan](#)  
**To:** [Pate, Lisa R](#)  
**Cc:** [Shellist, Abbie](#)  
**Subject:** Possible conflict for Dean Vance  
**Date:** Tuesday, November 20, 2018 8:58:53 AM

---

Lisa,

We spoke with Ryan Stinnett yesterday, and he believes that the issue with Dean Vance serving on the School of Interior Architecture Advocacy Board will not present any conflicts.

Thanks,  
Blake

May 22, 2018

Contract Furniture Alliance INC  
10445 Cogdill Road  
Knoxville, TN 37932

**ATTN: Lisa Pate**  
**University of Tennessee**  
**Office of Procurement**

**From: CFA, Inc.**  
**Danez Black/Byron Smith**

**Re: Request for Qualified Suppliers Solicitation #2018-05-01**

The following are our questions:

Section A #8: When will the questions due today be answered and distributed to potential qualified respondents? **An addendum will be issued the week of May 29<sup>th</sup>.**

When will the list of attendees at the pre-bid conference be distributed?

**The list will accompany the addendum.**

#16: Will the University share a summary of the verbal conversations with potential/qualified respondents and if so, how and when will that be communicated and distributed?

Should there be addendums, when will those be distributed?

**No, verbal conversations are informal and non-binding and will not be distributed.**

A Section 2 #18: How are the 1,000 points determined? Is there a criteria that can be distributed? If so, are the points weighted? How are the points weighted?

**No, there isn't criteria to be distributed – the committee has discretion in allocating the 1,000 points.**

**No, the points are not weighted.**

#20 How is the highest scorer determined? **The score from the technical portion + cost = total score**

Part A Mandatory Requirements

#2: Please define 3<sup>rd</sup> party; does that apply to installation or service provider, manufacturer, supplier of any goods and services that a potential/qualified bidder would purchase for resale to the University?

**For example - a manufacturer could not submit a bid for a dealer.**

#6: Does the Contractor's License need to be held in the name of the proposer or will a 3<sup>rd</sup> Party non-related Contractor qualify? Is the holder of the Contractor's license the party required to perform the related work? **The proposer will be responsible for the work.**

**General question: If a dealer was awarded a specific manufacturer, yet the end user desires to purchase that same product from another dealer using a GPO and the GPO can offer the same or better price, is that allowable? **Yes****

by

## ADDENDUM NO. 2

### FURNITURE RFQ-S #2018-05-01

**Note: It is preferable to receive responses electronically – please email to [lpate@tennessee.edu](mailto:lpate@tennessee.edu).**

The following is a list of the questions received in response to Addendum No. 1 with the corresponding answers.

1. It has been stated that costs are not formally being evaluated in this RFQ-S as noted in the Addendum Answer to questions #2 and 4. However it was also indicated in response to question 11, that the determining criteria will be 'the score from the technical portion + cost score = total score'. Can you provide a further explanation and clarification of what you are evaluating from a cost standpoint as it appears to play a significant role in the decision?

#2 & #4 are correct. The cost portion is not being formally evaluated but will be considered in the evaluation. Only the technical portion is scored.

Are you requesting us to provide our 'methodology' of how UT can validate our pricing in our response to Section 4: Cost Proposal?

Yes, we will need to know how we can verify the pricing we are paying is reflective of the discount offered for that manufacturer. We were audited last year and we must be able to see (for example) – list price, -% of discount = price we paid.

Or are you trying to evaluate our actual discounts for specific manufacturers? We will need the discounts as well.

And in addition, to be more specific, are you requesting us to provide a list of manufacturers and discounting structure at this time for evaluation, or will this be conducted at a later date once you have identified qualified vendors/short list?

We will need that with your response. However, there may be negotiations once we are ready to award.

2. As stated the RFQ-S is for the UT System which includes the campuses in Knoxville, Chattanooga, Martin, and the Health Science Center in Memphis along with the Institutes of Agriculture and Public Service. Are there any additional UT locations that we should be aware of for this contract opportunity?

The UT System has a presence in each of Tennessee's 95 counties. The resulting agreement/s would be available to all of those locations. We have no way of knowing how many counties would purchase, or at what volume, but they should be able to acquire furnishings they need from our agreements.

# ADDENDUM NO. 1

## FURNITURE RFQ-S #2018-05-01

Change due date to read: June 15, 2018 at 2:00 PM ET

Date for final questions to be: June 1, 2018 at 5:00 PM ET

Attached is a list of attendees who were present at the Pre-bid Conference. It does not reflect persons who joined via telephone.

The following is a list of the questions received with the corresponding answers.

1. Will open lines be awarded to one dealer or multiple dealers?

A. Multiple

2. Will dealers be penalized if they offer less lines but have deeper discounts? For instance: Dealer A offers 5 lines, Dealer X offers 20 lines of which, 4 are the same lines as Dealer A has offered, yet Dealer A has better discounting on those lines than Dealer X. How does that get evaluated?

A. No. We are not formally evaluating costs in this bid.

3. The language on Page 6, item 20, seems to suggest that there will only be one award. Can you clarify what is accurate as there may be multiple awards?

**20. Award:** This solicitation does not commit the university to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University will make an award that the University determines to be in its best interest; this might result in a situation where the University does not award to the respondent offering the lowest cost, or to a respondent other than the highest-scoring respondent. The University reserves the right to negotiate terms and alter the specifications with the with the highest scoring respondent, however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may elect to substitute the next highest scoring respondent, if they are willing to honor the prices in their initial proposal. The Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.

A. We anticipate multiple awards

4. As you know there are many "Open" lines offered by the competing suppliers. If two suppliers are awarded the contract and both have the same "Open" line, will both entities be able to offer these to the University at the University's discretion? Or will a determination be made on which sole supplier may offer that "Open" line?

A. Yes, both suppliers may receive an award. We are not formally evaluating costs in this RFQ-S.

5. Will UT issues contracts to multiple dealers who represent the same manufacturers? Or will only one dealer be selected per manufacturer?

A. There may be awards to multiple dealers representing the same manufacturers

6. Is there a specific format that you would like us to present manufacturer discounting and information (warranty, etc.)?

A. No, you may present the discount and warranty information however you would like.

7. How should we price installation and project services and freight in our pricing response? Should it be included in the discount or a separate line?

A. I think separate charges would be clearer. If we need charges listed differently for the PO, we can always do that at the end.

8. When will the list of attendees at the pre-bid conference be distributed?

A. The list is attached.

9. Will the University share a summary of the verbal conversations with potential/qualified respondents and if so, how and when will that be communicated and distributed? Should there be addendums, when will those be distributed?

A. No, verbal conversations are informal and non-binding and will not be distributed.

10. Section 2 #18: How are the 1,000 points determined? Is there a criteria that can be distributed? If so, are the points weighted? How are the points weighted?

A. No, there isn't criteria to be distributed - the committee has discretion in allocating the 1,000 points. No, the points are not weighted.

11. How is the highest scorer determined?

A. The score from the technical portion + cost score = total score

12. #2: Please define 3<sup>rd</sup> party; does that apply to installation or service provider, manufacturer, supplier of any goods and services that a potential/qualified bidder would purchase for resale to the University?

A. For example - a manufacturer could not submit a bid for a dealer.

13. Does the Contractor's License need to be held in the name of the proposer or will a 3<sup>rd</sup> Party non-related Contractor qualify? Is the holder of the Contractor's license the party required to perform the related work?

A. Yes, the license needs to be in the proposers' name. The proposer is responsible for the work.

14. If a dealer was awarded a specific manufacturer, yet the end user desires to purchase that same product from another dealer using a GPO and the GPO can offer the same or better price, is that allowable?

A. Yes



## **Request for Qualified Suppliers (“RFQ-S”)**

**Title: Furniture and Related Services**

**Solicitation #: #2018-05-01**

**Issue date: May 1, 2018**

**Due date: June 8, 2018 at 2:00 pm ET**

## Section A: Introduction and Basic Information

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### 1. Purpose and Scope:

It is the University's intent to enter into Agreement(s) with the selected firm(s) to provide furniture and related services on an as needed basis. The selected firm(s) will furnish all product, labor (including supervision), materials and equipment required to deliver and install furniture and related items for the UT System.

Approximate total furniture spend for the years listed below: \$45,947,276.

11/1/13 – 10/31/14	\$10,331,062.
11/1/14 – 10/31/15	\$ 7,135,232.
11/1/15 – 10/31/16	\$11,504,506.
11/1/16 – 10/31/17	\$14,267,658.
11/1/17 – 4/13/18	\$ 2,708,817.

### 2. Communications:

The following University office is managing this solicitation:

The University of Tennessee  
Office of Procurement Services  
5723 Middlebrook Pike  
Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University's Office of Procurement Services. The primary contact person for this solicitation is listed below:

Name: Lisa Pate  
Title: Buyer  
Email: lpate@tennessee.edu

If a respondent contacts anyone except the University's staff members listed above, the University may disqualify the respondent.

### 3. Term & Termination:

- a. The initial term of contracts resulting from this solicitation will be from November 1, 2018 to October 31, 2023.
- b. The University and winning respondents may renew for up to 5 additional years, upon mutual agreement.
- c. Either party may terminate the agreement by providing 30 days written notice to the other party.

4. **Number of Awards:** The University intends to award this solicitation to at least 4 respondents, unless the University deems it to be in its best interest to award to fewer, or more, respondents. The University retains sole discretion over this decision.
  
5. **Extension of the Award:** Other university departments, agencies with the state of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive, and cost terms with the successful supplier that are reflective of the additional volume. Note: The offer to extend the award to these other entities is at the discretion of the winning respondent and they should not be extended if it would affect your ability to offer the most favorable prices and terms to The University of Tennessee.
  
6. **Non-Exclusive:** Although it is the University’s hope that most departments will procure items from this award, this is not a solicitation for an exclusive agreement and departments will still have the option of procuring items from other suppliers in accordance with our purchasing policies. The University does not guarantee that all purchases for the products and/or services available under resulting contracts will be made exclusively from the winning respondents.
  
7. **Minimum Quantities:** There shall be no minimum of maximum quantities or amounts associated with the term of this Agreement.
  
8. **Schedule:** Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

Publication Date	May 1, 2018
Deadline for Intent to Attend Pre-Proposal Conference	May 8, 2018
<b>Mandatory</b> Pre-Proposal Conference	May 15, 2018 at 10 am ET
Deadline for Questions	May 22 , 2018
Bidder Submission Due Date	June 8 , 2018 at 2 pm ET

9. **Mandatory Pre-Proposal Conference**

A Pre-Proposal Conference will be held at 10:00 am ET will be held in the Office of Procurement Services on May 15, 2018 at 10:00 am ET. The purpose of the conference is to discuss the RFQ-S scope of services. An intent to attend the pre-proposal conference is required in writing to the RFQ-S Coordinator no later than close of business on May 8, 2018 Responses to any question(s) at the Pre-Proposal Conference shall be considered tentative

and non-binding with regard to this RFQ-S. Additional questions concerning the RFQ-S should be submitted in writing prior to the Written Questions Deadline. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the University in the form of an addendum. Each potential Proposer will be limited to a maximum of 2 in-person attendees. Any oral communications shall be considered unofficial and non-binding with regard to this RFQ-S. Only the Institution's official, written responses and communications shall be considered binding with regard to this RFQ-S.

The conference will be held at:

University of Tennessee, Purchasing  
5723 Middlebrook Pike  
Knoxville, TN 37921-5946

For those firms wishing to attend by teleconference, a conference bridge will be setup. If your firm wishes to attend by teleconference, please contact Lisa Pate, UT Purchasing, (lpate@utk.edu) by email by close of business May 8, 2018.

## **Section 2: Instructions and Evaluation Criteria**

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- 10. Assistance to Respondents with a Disability:** In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
- 11. Proposal Submission:** Respondents must submit their proposals via email to the solicitation coordinator listed above. Respondents must enter their responses in this Word document.
- 12. Confidential Information:** Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure and placing confidential notices on documents is meaningless. After the notice to award, all materials submitted are open for inspection.

**13. Proposal Preparation Costs:** The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.

**14. Withdrawal of Proposals:** A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.

**15. Acceptance and Rejection of Proposals:** The University may accept or reject any proposals that, in its opinion, is in the best interests of the University. The University may re-solicit proposals, or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.

**16. Questions:** Up to the deadline for questions, respondents may ask the Office of Procurement Services questions in writing via email to the email address listed above in the "Contact Person" subsection. In the event that a respondent communicates with the Office of Procurement Services verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.

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The University will use the following scoring criteria:

<b>Evaluation Criteria</b>	<b>Maximum Points Possible</b>
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**21. Notice of Intent to Award:** After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondent(s).

### **Section 3: Technical Response**

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**Instructions:** Respondents must write and organize their responses in the same order as listed below. The University may deem a response non-responsive the respondent does not comply.

#### **Part A: Mandatory Requirements**

**The University will assess each criteria below on a pass/fail basis: respondents must pass each criteria to qualify.** Must respond agree or disagree to each statement below.

1. **Respondents Authority:** The representative responding on behalf of a Respondent must have authority to respond to this solicitation on behalf of the Respondent.
2. **Required Disclosures:** If the Respondent is a representative or distributor for a third party, the Respondent must disclose this fact.
3. **Debarment:** If a potential Respondent is currently debarred or otherwise prohibited from bidding by the U.S. federal government or by any U.S. state government, they may not bid on any of the University's solicitations until they are no longer debarred. In the event that the University determines that the Respondent is debarred by, the U.S. federal government or by any U.S. state government, the University will disqualify Respondents bid.

4. Conflicts of Interest: Respondents must disclose all conflicts of interest. The University will evaluate a Respondent's conflicts to determine whether the conflict is allowed.
5. Compliance with law: Respondent must be legally allowed to operate within the State of Tennessee.
6. Licensure: The apparent successful Proposer must hold all necessary, applicable business and professional licenses. The University requires any or all Proposers to submit evidence of proper licensure upon request. A Tennessee Contractor's License is required licensure to submit a response to this RFQ-S. Additional information regarding Tennessee Contractor's Licenses can be accessed at the webpage for the Tennessee Department of Commerce and Insurance <https://www.tn.gov/commerce/regboards/contractor/license-requirements.html>
7. Insurance: Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. The University shall be named as an additional insured on any related policy. The Proposer shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the University.

### **Part B: General Qualifications**

1. **The University buys the following types of furniture. Please specify the types of furniture you sell.**
  - Office
  - Classroom
  - Auditorium seating
  - Laboratory
  - Lounge
  - Dorm
  - Outdoor
  - Healthcare

**2. Price increases:** Describe your process for handling manufacturer price increases. Vendor must provide proof of price increase. It will be solely the University's right to choose to accept the price increase.

### **3. Experience**

- a) Describe the Proposer's form of business (i.e. individual, sole proprietor, corporation, non-profit corporation, partnership, or limited liability company) and age of business. Detail the name, mailing address, telephone number, and email address of the person UT should contact regarding the proposal. The University desires a vendor who has been in business at least 5 years in the furniture industry.
- b) Describe the Proposer organization's number of employees, type of client base, and location of offices/warehouses, identifying the office(s) and location(s) that will primarily service this Contract.
- c) Detail your project management plan, including any specific management tools and approaches you will use on the project. Specify how you plan to involve and work closely with UT.

### **4. References**

Provide customer references for similar projects representing three of the larger current accounts of the Proposer and three completed projects; define each project's scope of work. Also list any TN Institutions of Higher Education and all such contracts completed within the previous five year period.

- a) Each reference must include:
  - The company name and business address
  - The name, title, and telephone number of the company contact knowledgeable about the project work
  - A brief description of the service provided and the period of service.
- b) The list of contracts with any TN Institutions of Higher Education must include:
  - Contract number
  - Contract term
  - Procuring institution or agency for each reference.

### **5. Design and Space Planning**

- a) Proposer to describe its process to assist UT institutions with evaluation of needs, layout and design, and floor plans, including timetable to provide these items to UT.

- b) Field Measurements - Successful Proposer is required to take its own measurements for any space proposed for renovation and measurements for new space.

#### **6. Product Selection:**

- a) To assist UT with product choices, successful Proposer shall be required to provide the following upon request at no additional charge: literature, brochures, catalogs, price lists, and other ordering aids.
- b) Samples – UT may request samples of products, provided at no cost, prior to making a final determination of purchase. Sample must be plainly tagged with the name of the successful Proposer.
- c) Finish Selections/Color Swatches – The successful Proposer shall upon request, furnish small samples showing color and finish for any items deemed desirable by UT, and assist in determining selection of colors/finishes. For furniture projects involving different manufacturers, successful Proposer shall be required to assist in color and finish matches. Successful Proposer will be required to provide UT color and finish samples, at the successful Proposer’s expense, throughout the term of the Agreement.

#### **7. Written Quotations/Placing Orders/Order Acknowledgement**

Provide itemized quotations to include product(s) dimensions, color selection, fabric selections, unit price, extended price, estimated delivery dates. **ALL CHARGES MUST BE CLEARLY IDENTIFIED IN THE QUOTATION.** Quotes must remain in effect for a minimum of one hundred twenty (120) days.

- a) Describe how the University would place an order with your company.
- b) Provide UT with order acknowledgements to show receipt of order and anticipated delivery dates. **Successful Proposer will be responsible for updating UT regarding any changes in order schedules.**

#### **8. Project Management/Delivery and Installation**

- a) The successful Proposer will be responsible for the coordination of project management, delivery, and installation with building staff, and any Contractors that may be working on renovation projects within UT facilities.
- b) Successful Proposer responsible for making UT aware of delivery timeframes for products requested.
- c) The successful Proposer shall be responsible for receipt, inspections, and assembly of all items in the area designated by UT, as well as prompt removal and disposal of all debris

from locations which are a result of the delivery. It is the Installer's responsibility to protect existing finishes within the building.

- d) Proposers shall state at what time normal deliveries shall be made to UT. Successful Proposer is responsible for becoming familiar with loading docks available to accommodate large trucks.
- e) The successful Proposer will utilize crews experienced in furniture installations and which are trained how to properly and safely install/assemble furniture.
- f) Installers will be responsible for coordinating with UT Officials to obtain necessary parking permits, at the Installer's expense. Installers are also responsible for being familiar with laws, rules or regulations of the UT and State requirements pertaining to access to building worksites.
- g) Successful Proposer shall deliver and install items according to manufacturers' instructions and furniture plans.
- h) Successful Proposer shall adjust doors, drawers, hardware, fixtures and other moving or operating parts to function smoothly and correctly.
- i) Successful Proposer to keep area reasonably free from accumulation of waste material and prior to completion of the work, will remove any waste materials from the area.
- j) The successful Proposer will be responsible for developing a "Completion of Order/Installation" Form. This form shall be signed by the successful Proposer as well as the on-site supervisory personnel acknowledging completion of order.
- k) Deliveries/Installs of damaged merchandise and punch list items, incorrect items or quantities shall be corrected immediately. Any defects in material and installation shall be repaired, and damaged products that cannot be satisfactorily repaired (at the discretion of the UT site personnel) shall be replaced.
- l) The successful Proposer will be responsible for the repair and/or replacement involving any damages to State property during installations.
- m) Proposer must describe, in detail, its process for handling warranty issues.

## 9. Refurbishing

Refurbishing will be permitted under this Contract when parts necessary for refurbishing services are listed as items by manufacturers in their product prices. In addition to the cost of the parts, Proposer to provide, **in its cost proposal**, labor rates (per man/hr.) for:

- Removal and Reinstallation
- Refurbishing Work (off-site)
- Transportation Costs (per mile)

## **10. Warehousing and Storage**

The Proposer must be prepared to warehouse incomplete shipments until all essential products are available for complete installation. Warehousing may also be required if products are not delivered precisely as acknowledged, to better coordinate installation scheduling, or if there are construction delays. Warehousing needs will be based upon reasonable and mutually agreed upon time frames.

## **11. Re-design and/or Re-installation of University owned Furniture Product**

- a) During the course of the contract, it may become necessary to re-design and/or re-install state owned furniture products. All designs and installations would require prior approval of a UT facility official. Proposers are requested to state a design fee and a price per man per man hour with their cost proposal for these instances. Upon request by UT for these services, UT will work with successful Proposer to determine project scope, estimate the hours needed for each project, and calculate a not-to-exceed amount.
- b) For re-design/re-installation projects, successful Proposer, at the determination of UT, may be requested to design, disassemble (including the packing of items to safeguard damage), and re-assemble furniture products.

## **12. Additional Services**

A Proposer may offer services in addition to those required by and described in this RFP. The additional services may be added at the sole discretion of UT.

## **13. Customer Service**

- a) Describe what areas/regions you are able to service. Please provide the names of personnel that will be assigned to UT's account. Please give name, title, telephone number, fax number, email address, and a summary of work experience of each sales force member who will be making sales appointments.
- b) UT requires a twenty-four (24) hour response time to inquiries. How will Proposer handle inquiries? Complaints? Billing Problems? Pricing Clarifications? How many people (names, titles, and location of office) will be assigned to and/or trained for the various aspects of this account?
- c) Proposer to state its hours of operation, toll free phone and fax numbers and list any other means of placing orders.
- d) Successful Proposer will be required, upon request, to provide reports indicating pending orders/projects and open invoices.

- e) The Contractor will submit brief, periodic, progress reports to UT as requested. The contract monitoring process shall be established by UT upon award to the successful Proposer.
- f) Vendor is to conduct a customer service survey and share the results with the University.

#### **Section 4: Cost Proposal**

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Proposers are to describe their pricing model. Describe how the University will be able to access Respondent's pricing to verify the contract pricing. Describe the process Respondent uses to ensure the University will not be double-billed for items. Invoices received MUST be auditable. Invoice is to reflect the list price, percentage of discount applied and the final unit price.

Describe any innovations Proposer has implemented, or is currently implementing which will help the Proposer reduce its cost of operation, such as lean, six sigma, etc.

Describe any value-added services available at no extra cost to the University, if Proposer receives an award.

<b>Schedule 1: Draft Supplier Agreement</b>
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This Schedule 1 contains a draft supplier agreement. The University will enter into negotiations after the University issues a note of intent to award. The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at the University's discretion, and the draft is for review purposes only.



## **Request for Qualified Suppliers (“RFQ-S”)**

**Title: Furniture and Related Services**

**Solicitation #: 2018-01-170145035**

**Issue date: May 1, 2018**

**Due date: June 8, 2018 at 2:00 pm ET**

## Section A: Introduction and Basic Information

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### 1. Purpose and Scope:

It is the University's intent to enter into Agreement(s) with the selected firm(s) to provide furniture and related services on an as needed basis. The selected firm(s) will furnish all product, labor (including supervision), materials and equipment required to deliver and install furniture and related items for the UT System.

Approximate total furniture spend for FY17: \$45,947,276.

11/1/13 – 10/31/14	\$10,331,062.
11/1/14 – 10/31/15	\$ 7,135,232.
11/1/15 – 10/31/16	\$11,504,506.
11/1/16 – 10/31/17	\$14,267,658.
11/1/17 – 4/13/18	\$ 2,708,817.

### 2. Communications:

The following University office is managing this solicitation:

The University of Tennessee  
Office of Procurement Services  
5723 Middlebrook Pike  
Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University's Office of Procurement Services. The primary contact person for this solicitation is listed below:

Name: Lisa Pate  
Title: Commodity Manager  
Email: lpate@tennessee.edu

If a respondent contacts anyone except the University's staff members listed above, the University may disqualify the respondent.

### 3. Term:

- a. The initial term of contracts resulting from this solicitation will be from November 1, 2018 to October 31, 2023.
- b. The University and winning respondents may renew for up to 5 additional years, upon mutual agreement.
- c. Either party may terminate the agreement by providing 10 days written notice to the other party.

4. **Number of Awards:** The University intends to award this solicitation to at least 4 respondents, unless the University deems it to be in its best interest to award to fewer, or more, respondents. The University retains sole discretion over this decision.
  
5. **Extension of the Award:** Other university departments, agencies with the State of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive, and cost terms with the successful supplier that are reflective of the additional volume. Note: The offer to extend the award to these other entities is at the discretion of the winning respondent and they should not be extended if it would affect your ability to offer the most favorable prices and terms to The University of Tennessee.
  
6. **Non-Exclusive:** Although it is the University’s hope that most departments will procure items from this award, this is not a solicitation for an exclusive agreement and departments will still have the option of procuring items from other suppliers in accordance with our purchasing policies. The University does not guarantee that all purchases for the products and/or services available under resulting contracts will be made exclusively from the winning respondents.
  
7. **Minimum Quantities:** There shall be no minimum of maximum quantities or amounts associated with the term of this Agreement.
  
8. **Schedule:** Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

Publication Date	May 1, 2018
Deadline for Intent to Attend Pre-Proposal Conference	May 8, 2018
<b>Mandatory</b> Pre-Proposal Conference	May 15, 2018 at 10 am ET
Deadline for Questions	May 22 , 2018
Bidder Submission Due Date	June 8 , 2018 at 2 pm ET

9. **Mandatory Pre-Proposal Conference**

A Pre-Proposal Conference will be held at 10:00 am ET will be held in the Office of Procurement Services on May 22, 2018 at 10:00 am ET. The purpose of the conference is to discuss the RFQ-S scope of services. An intent to attend the pre-proposal conference is required in writing to the RFQ-S Coordinator no later than close of business on May 8, 2018 Responses to any question(s) at the Pre-Proposal Conference shall be considered tentative

and non-binding with regard to this RFQ-S. Additional questions concerning the RFQ-S should be submitted in writing prior to the Written Questions Deadline. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the University in the form of an addendum. Each potential Proposer will be limited to a maximum of 2 in-person attendees. Any oral communications shall be considered unofficial and non-binding with regard to this RFQ-S. Only the Institution's official, written responses and communications shall be considered binding with regard to this RFQ-S.

The conference will be held at:

University of Tennessee, Purchasing  
5723 Middlebrook Pike  
Knoxville, TN 37921-5946

For those firms wishing to attend by teleconference, a conference bridge will be setup. If your firm wishes to attend by teleconference, please contact Lisa Pate, UT Purchasing, (lpate@utk.edu) by email by close of business May 8, 2018.

## **Section 2: Instructions and Evaluation Criteria**

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- 10. Assistance to Respondents with a Disability:** In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
- 11. Proposal Submission:** Respondents must submit their proposals via email to the solicitation coordinator listed above. Respondents must enter their responses in this Word document.
- 12. Confidential Information:** Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure and placing confidential notices on documents is meaningless. After the notice to award, all materials submitted are open for inspection.

**13. Proposal Preparation Costs:** The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.

**14. Withdrawal of Proposals:** A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.

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The Proposer must be prepared to warehouse incomplete shipments until all essential products are available for complete installation. Warehousing may also be required if products are not delivered precisely as acknowledged, to better coordinate installation scheduling, or if there are construction delays. Warehousing needs will be based upon reasonable and mutually agreed upon time frames.

## **11. Re-design and/or Re-installation of University owned Furniture Product**

- a) During the course of the contract, it may become necessary to re-design and/or re-install state owned furniture products. All designs and installations would require prior approval of a UT facility official. Proposers are requested to state a design fee and a price per man per man hour with their cost proposal for these instances. Upon request by UT for these services, UT will work with successful Proposer to determine project scope, estimate the hours needed for each project, and calculate a not-to-exceed amount.
- b) For re-design/re-installation projects, successful Proposer, at the determination of UT, may be requested to design, disassemble (including the packing of items to safeguard damage), and re-assemble furniture products.

## **12. Additional Services**

A Proposer may offer services in addition to those required by and described in this RFP. The additional services may be added at the sole discretion of UT.

## **13. Customer Service**

- a) Describe what areas/regions you are able to service. Please provide the names of personnel that will be assigned to UT's account. Please give name, title, telephone number, fax number, email address, and a summary of work experience of each sales force member who will be making sales appointments.
- b) UT requires a twenty-four (24) hour response time to inquiries. How will Proposer handle inquiries? Complaints? Billing Problems? Pricing Clarifications? How many people (names, titles, and location of office) will be assigned to and/or trained for the various aspects of this account?
- c) Proposer to state its hours of operation, toll free phone and fax numbers and list any other means of placing orders.
- d) Successful Proposer will be required, upon request, to provide reports indicating pending orders/projects and open invoices.

- e) The Contractor will submit brief, periodic, progress reports to UT as requested. The contract monitoring process shall be established by UT upon award to the successful Proposer.
- f) Vendor is to conduct a customer service survey and share the results with the University.

#### **Section 4: Cost Proposal**

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Proposers are to describe their pricing model. Describe how the University will be able to access Respondent's pricing to verify the contract pricing. Describe the process Respondent uses to ensure the University will not be double-billed for items. Invoices received MUST be auditable. Invoice is to reflect the list price, percentage of discount applied and the final unit price.

Describe any innovations Proposer has implemented, or is currently implementing which will help the Proposer reduce its cost of operation, such as lean, six sigma, etc.

Describe any value-added services available at no extra cost to the University, if Proposer receives an award.

<b>Schedule 1: Draft Supplier Agreement</b>
---

This Schedule 1 contains a draft supplier agreement. The University will enter into negotiations after the University issues a note of intent to award. . The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at University's discretion, and the draft is for review purposes only.

## Furniture RFQ-S #2018-05-01

### TN Contractor's License Info

VENDOR	LICENSE NUMBER	EXPIRATION DATE	LIMIT
A & W Office Sply	65626	3/31/2020	141,460.00
APG Office	NONE		
CBI	69529	4/30/2020	UNLIMITED
CFA	54850	5/31/2019	1,500,000.00
DWC/Synergy	16511	1/31/2019	UNLIMITED
Firefly/Playrite	36802	11/30/2018	1,500,000.00
NOI	66798	4/30/2017 in process	1,500,000.00
OFO	in process		
Spaces	67903	6/30/2014	1,500,000.00
Workspace Int	67371	1/31/2018 in process	1,500,000.00



# FURNITURE RFQ-S #2018-05-01

## Pre-Bid Meeting - Attendees List

Vendor	Contact	In-person/phone	Email address	Notes
A&W Office Supply	Rob Johnson/Jonathan	In-person	<a href="mailto:rob.johnson@awos.com">rob.johnson@awos.com</a>	
APG Office Furnishings	Cindy Udell	phone	<a href="mailto:cudell@apgof.com">cudell@apgof.com</a>	
CBI	Dean Vance	In-person	<a href="mailto:Dean.Vance@cbi-tn.com">Dean.Vance@cbi-tn.com</a>	
CFA	Byron Smith	In-person	<a href="mailto:byron@contractfurniturealliance.com">byron@contractfurniturealliance.com</a>	
CFA	Danez Black	In-person	<a href="mailto:danez@contractfurniturealliance.com">danez@contractfurniturealliance.com</a>	
Ernie Morris Enterprises	Adin Burchfield	phone	<a href="mailto:aburchfield@erniemorris.com">aburchfield@erniemorris.com</a>	
Ernie Morris Enterprises	Lisa Kirkus	phone	<a href="mailto:lkirkus@erniemorris.com">lkirkus@erniemorris.com</a>	
KI	Drew Daniel	In-person	<a href="mailto:drew.daniel@ki.com">drew.daniel@ki.com</a>	
KI	Keith Daniel	In-person	<a href="mailto:keith.daniel@ki.com">keith.daniel@ki.com</a>	
KI	Andy Vanstraten	phone	<a href="mailto:andrew.van.straten@ki.com">andrew.van.straten@ki.com</a>	
NOI	Amy Taylor	In-person	<a href="mailto:amy@noi-tn.com">amy@noi-tn.com</a>	
Office Furniture Outfitters	Jim Burns	In-person	<a href="mailto:jburns@ofoknox.com">jburns@ofoknox.com</a>	
Office Furniture Outfitters	Steve McPherson	In-person	<a href="mailto:smcpherson@ofoknox.com">smcpherson@ofoknox.com</a>	
Office Interiors of Memphis	Brian Williams	phone	<a href="mailto:brian.williams@oimemphis.com">brian.williams@oimemphis.com</a>	
Office Works	Cory Bond	In-person	<a href="mailto:cory@officeworksllc.com">cory@officeworksllc.com</a>	
Spaces	Samantha Hamner	In-person	<a href="mailto:shamner@spacesgrp.com">shamner@spacesgrp.com</a>	
Synergy	Matthew DeBardelaben	In-person	<a href="mailto:mdebardelaben@synergybe.com">mdebardelaben@synergybe.com</a>	
Teknion	Kevin Banks	phone	<a href="mailto:kevin.banks@teknion.com">kevin.banks@teknion.com</a>	
Workspace Interiors	Tarra McCall	In-person	<a href="mailto:TMcCall@workspaceinteriors.com">TMcCall@workspaceinteriors.com</a>	
Workspace Interiors	Clint Hinkle	In-person	<a href="mailto:Chinkle@workspaceinteriors.com">Chinkle@workspaceinteriors.com</a>	

## Furniture RFQ-S #2018-05-01

### Reference check

Vendor	Committee Member	NOTES
A & W/Sch & Off	Lori Campbell	
CBI	Dianne Holmes	
CFA	Lori Campbell	
DWC/Synergy	Kelli Flood	
Firefly/Playrite	Randall Huelsman	
NOI	Lori Donavant	
OFO	Rodney Combs	
Spaces	Nichole Minshall	
Workspace Int	Kari Conrad	

**APG**

**Disqualified**

## **RESTRICTED FURNITURE LINES**

**Herman Miller**

**OFO**

**Haworth**

**NOI**

**Knoll**

**CBI**

**Steelcase**

**Workspace**



**From:** [Reagan, Blake Alan](#)  
**To:** [Pate, Lisa R](#)  
**Cc:** [Shellist, Abbie](#)  
**Subject:** RE: School & Office Supply (A&W)  
**Date:** Monday, December 03, 2018 4:21:48 PM

---

Lisa,

Thanks. Yes, and yes. Once it arrives, I'll take it to the Foundation. If it arrives next week, someone else will need to take it. We need to connect with the person below and let her know we're coming.

Laura Coffey  
Assistant Director of Alumni & Donor Records  
1525 University Avenue  
Knoxville, TN 37921  
Direct: (865)974-6374  
Fax: (865)974-4250  
[lcoffey4@utk.edu](mailto:lcoffey4@utk.edu)

Thanks,

Blake

---

**From:** Pate, Lisa R  
**Sent:** Monday, December 3, 2018 4:14 PM  
**To:** Reagan, Blake Alan <[breagan@utk.edu](mailto:breagan@utk.edu)>  
**Cc:** Shellist, Abbie <[ashellis@tennessee.edu](mailto:ashellis@tennessee.edu)>  
**Subject:** RE: School & Office Supply (A&W)

Blake,

I will contact them and ask the status. I have your instructions for the donation to the endowment. For the signing bonus, is the check made out to the University of Tennessee? Does it come to this office?

thanks

*Lisa*

---

**From:** Reagan, Blake Alan <[breagan@utk.edu](mailto:breagan@utk.edu)>  
**Sent:** Monday, December 03, 2018 4:08 PM  
**To:** Pate, Lisa R <[lpate@tennessee.edu](mailto:lpate@tennessee.edu)>  
**Cc:** Shellist, Abbie <[ashellis@tennessee.edu](mailto:ashellis@tennessee.edu)>  
**Subject:** RE: School & Office Supply (A&W)

Hi, Lisa,

I've not received it yet.

Thanks for checking.

Blake

---

**From:** Pate, Lisa R

**Sent:** Monday, December 3, 2018 4:05 PM

**To:** Reagan, Blake Alan <[breagan@utk.edu](mailto:breagan@utk.edu)>

**Subject:** School & Office Supply (A&W)

Blake,

Have you received the signing bonus from School & Office Supply yet (35k)?

thanks

**Lisa Pate**

Buyer

Procurement Services

The University of Tennessee

(865) 974-3101

<https://procurement.tennessee.edu>

**From:** [Pate, Lisa R](#)  
**To:** [Pate, Lisa R](#)  
**Cc:** [Reagan, Blake Alan](#); [Shellist, Abbie](#)  
**Bcc:** [Jim Burns](#); [Steve McPherson](#); [aburchfield@erniemorris.com](#); [ikirkus@erniemorris.com](#); [Brian Williams](#); [Cory Bond](#); [Kevin Banks](#); [Byron Smith \(byron@contractfurniturealliance.com\)](#); [Danez Black \(danez@contractfurniturealliance.com\)](#); [Robert L. Johnson](#); [Cindy Udel](#); [Dean Vance \(Dean.Vance@cbi-tn.com\)](#); [Drew Daniel](#); [Andy Vanstraten](#); ["amy@noi-tn.com"](#); [Samantha Hamner](#); [Matthew Debardeleben](#); [Kevin Banks](#); [Tarra McCall](#); [Clint Hinkle \(CHinkle@workspaceinteriors.com\)](#); [Holmes, Dianne P](#); [Combs, Rodney](#); [Campbell, Lori M](#); [Huelsman, Randall Theodore](#); [Donavant, Lori A](#); [Ewing, Chelsie Lou](#); [Minshall, Nichole Christin](#); [Conrad, Kari A](#)  
**Subject:** UT Furniture RFQ-S #2018-05-01 - Pre-Bid Meeting - 5/15/18 @ 10:00 AM ET  
**Date:** Monday, May 14, 2018 4:17:00 PM  
**Importance:** High

---

Good afternoon,

Meeting information as follows:

Join from PC, Mac, Linux, iOS or Android: <https://tennessee.zoom.us/j/180645735>

Or iPhone one-tap (US Toll): +16699006833,180645735# or +16468769923,180645735#

Or Telephone:

Dial:

+1 669 900 6833 (US Toll)

+1 646 876 9923 (US Toll)

Meeting ID: 180 645 735

International numbers available: <https://zoom.us/u/bA56tW39n>

Regards,

**Lisa Pate**

Commodity Manager

Procurement Services

The University of Tennessee

(865) 974-3101

<https://procurement.tennessee.edu>



## BIFMA Standards Overview

### Furniture Comfort, Safety, Sustainability, and Durability Standards

Americans can take the comfort, safety, and durability of their workplace furniture for granted in large part because of the voluntary standards adopted by the business and institutional furniture industry. Chairs that support us securely day after day, casters that roll smoothly year after year, drawers that retain their shape even when jam-packed — these are some of the foundation stones of a safe and civilized workplace. BIFMA sponsors the development and maintenance of the standards behind these quiet achievements.

Please click [here](#) to see the current standards in development

### BIFMA Product Safety and Performance Standards and Guidelines

ANSI/BIFMA X5.1 Office Seating  
 ANSI/BIFMA X5.3 Vertical Files  
 ANSI/BIFMA X5.4 Lounge and Public Seating  
 ANSI/BIFMA X5.5 Desk Products  
 ANSI/BIFMA X5.6 Panel Systems  
 ANSI/BIFMA X5.9 Storage  
 ANSI/BIFMA X5.11 Large Occupant Office Seating  
 ANSI/BIFMA X6.1 Educational Seating  
 ANSI/SOHO S6.5 Small Office/Home Office  
 ANSI/BIFMA M7.1 Standard Test Method for Determining VOC Emissions  
 ANSI/BIFMA X7.1 Standard for Formaldehyde and TVOC Emissions  
 ANSI/BIFMA e3 Furniture Sustainability Standard

BIFMA HCF 8.1 - Healthcare Furniture Design - Guidelines for Cleanability  
 BIFMA G1 Ergonomics Guideline for Furniture  
 BIFMA Color - 2005 Color Measurement  
 BIFMA PCR for Seating: UNCPC 3811  
 BIFMA PCR for Storage: UNCPC 3812  
 BIFMA PD-1-2011 Mechanical Test Standards-Compiled Definitions  
 BIFMA Sustainability Guidelines for Office Furniture - 2005  
 BIFMA Tex4.1 - 2005 Woven Textile Characteristics

### Accessing Standards

BIFMA may provide standards free of charge to government and higher education institution employees for reference and review purposes. Please contact [email@bifma.org](mailto:email@bifma.org) to request a copy.

### ANSI Accredited

BIFMA is accredited by the [American National Standards Institute](#) (ANSI). Our standards development protocol conforms to ANSI Essential Requirements, and therefore includes:

- consensus ... by ... materially affected and interested parties;
- broad-based public review and comment on draft standards;
- consideration of and response to comments submitted by ... members of the relevant consensus body and ... public;
- incorporation of approved changes into a draft standard; and
- right to appeal by any participant that believes that due process principles were not sufficiently respected.... ("Standards Activities Overview." American National Standards Institute, n.d. Web. 18 Nov. 2012.)

The BIFMA Engineering Committee organizes the development of our standards, shepherding the process from the formation of working groups and canvass lists, through the drafting and revision of standards, to the publication and regular review of accepted standards. The standards are intended to provide manufacturers, specifiers, and users with a common basis for evaluating safety, durability, and the structural adequacy of the specified furniture, independent of construction materials. The standards define specific tests, laboratory equipment and test conditions, and minimum acceptance levels to be used in evaluating products.

The specific procedures that BIFMA follows in developing standards are outlined [here](#). BIFMA's Scope of Accreditation is detailed [here](#).

### United States Furniture Compliance Requirements

The U.S. Department of Commerce and the National Institute of Standards and Technology have put together "A Guide to United States Furniture Compliance Requirements." This [Guide](#) includes a broad range of mandatory and voluntary requirements for selling furniture in the United States. (Note - BIFMA references listed on pages 20-22 and 25).

### International Furniture Standards

BIFMA is also accredited by ANSI to be the administrator of the U.S. Technical Advisory Group to ISO Technical Committee TC-136 Furniture. This has been very useful for BIFMA in its involvement with International Standards for office furniture. However, ISO TC-136 covers ALL furniture, not just office furniture. Those

#### Sign In

Sign In securely

#### Calendar

[more](#)

5/8/2018 » 5/10/2018  
GC3 Innovators Roundtable

5/14/2018 » 5/16/2018  
Sustainable Purchasing  
Leadership Council Summit

6/11/2018 » 6/13/2018  
NeoCon

6/12/2018 » 6/13/2018  
Michigan Environmental  
Compliance Conference

#### Latest News

[more](#)

3/14/2018  
New Formaldehyde Rule  
Compliance Deadline  
Established

2/5/2018  
360° Leadership Conference, a  
Big Success for Attendees

2/1/2018  
BIFMA and EDmarket Form  
Partnership to Produce First-  
Ever Education Market Furniture  
Report

11/30/2017  
BIFMA Director of Outreach  
Announced

interested in International Standards for furniture other than office furniture should contact BIFMA.

## Healthcare Furniture

An overview of the BIFMA Healthcare Furniture Cleaning Guide hosted by the University of Michigan, January 2015.

[Video Link](#)

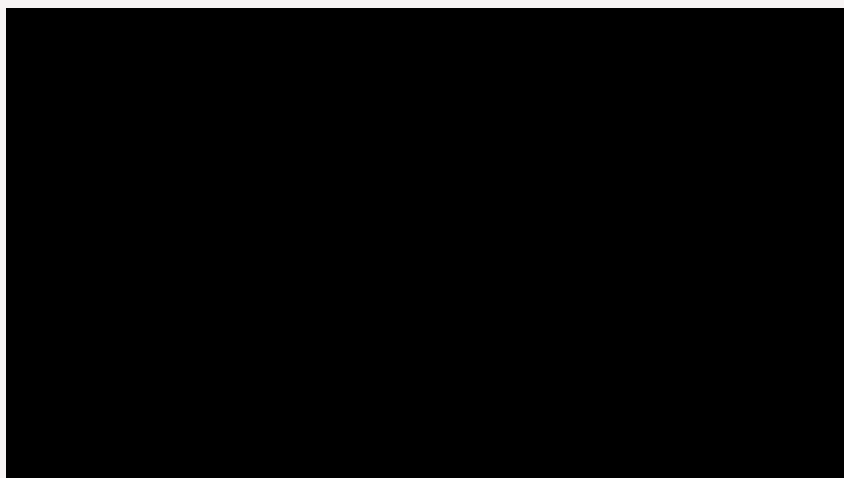
BIFMA members gave a presentation at the Healthcare Design conference in November 2017, on the topic of Healthcare Seating. You may view the presentation [here](#)

## Chair Measurement Device

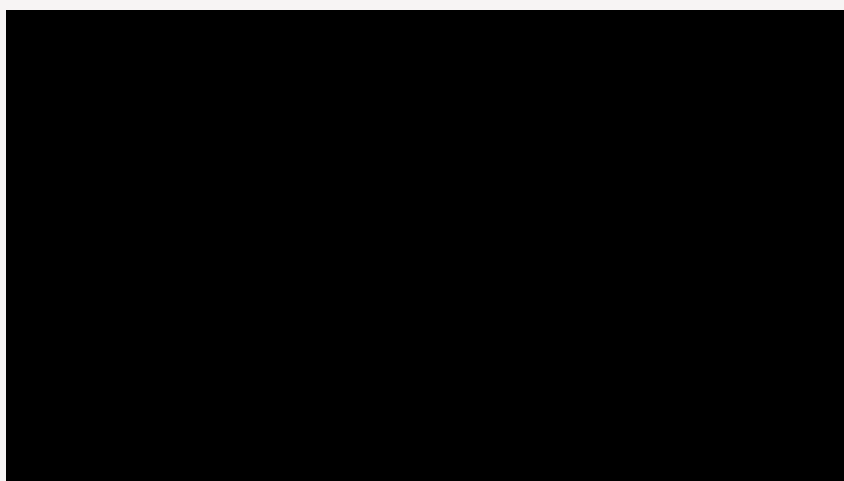
BIFMA members are evaluating a new Chair Measurement Device (CMD) that is now recognized by the International Standards Organization (ISO). Measurements with the new ISO CMD are per ISO Technical Report 24496:2012 Office furniture - Office work chairs - Methods for the determination of dimensions. A round robin study of this device and method has been completed at Advanced Furniture Testing in Holland, Michigan. If you are interested in information from this study, please contact [Dave Panning](#) at BIFMA.

Independent consultant Tom Rademaker hosted eight training videos on how to use the ISO CMD per ISO TR 24496:2012 which you may view below.

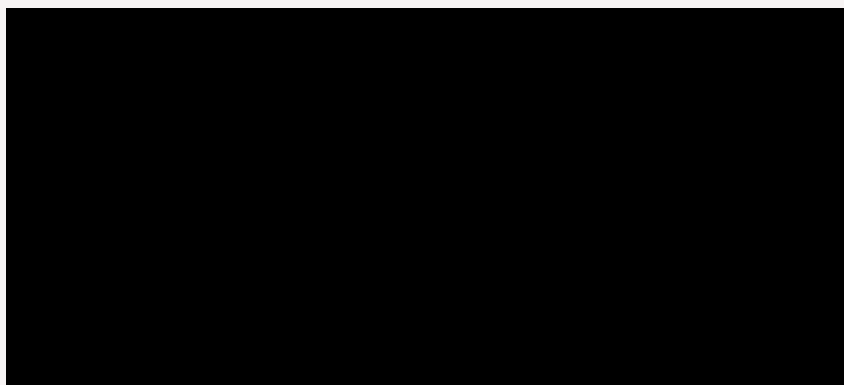
### Introduction

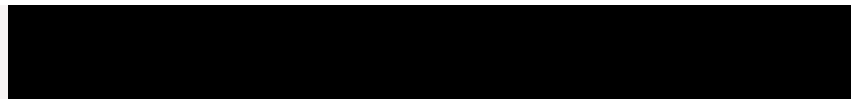


### Placing the CMD in the Chair

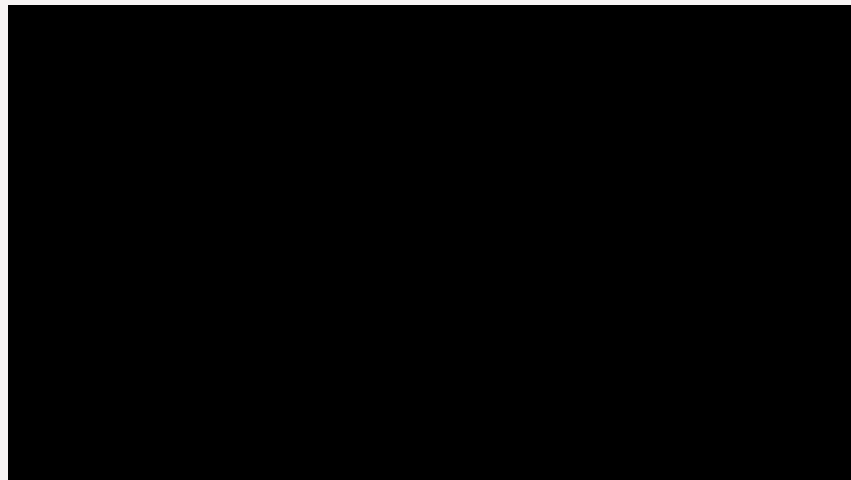


### Lumbar Measurement

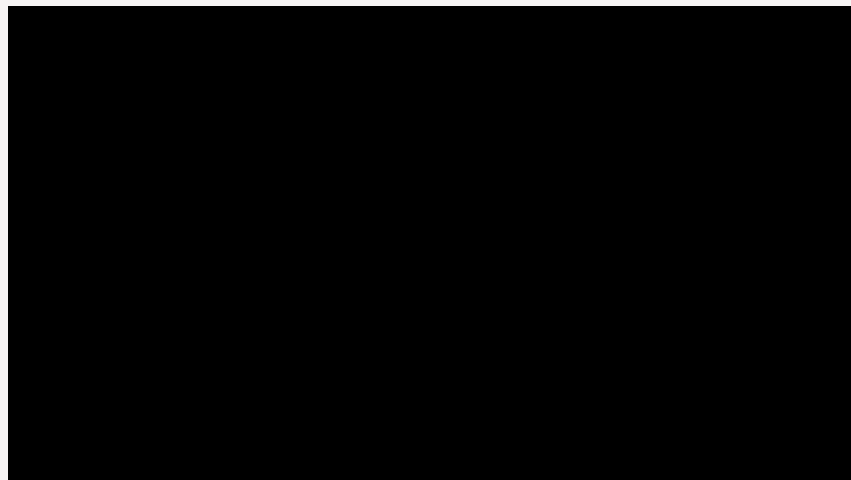




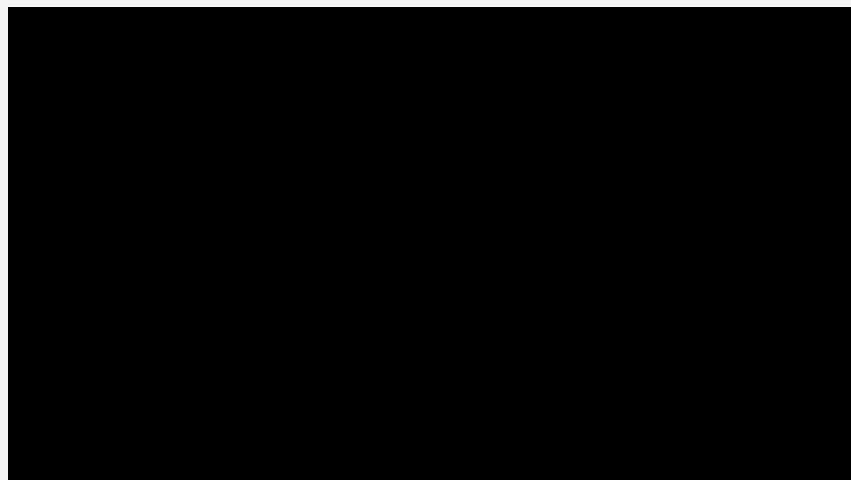
**Angle Measurement: Part I**



**Angle Measurement: Part II**



**Minimum/Maximum Discussion**

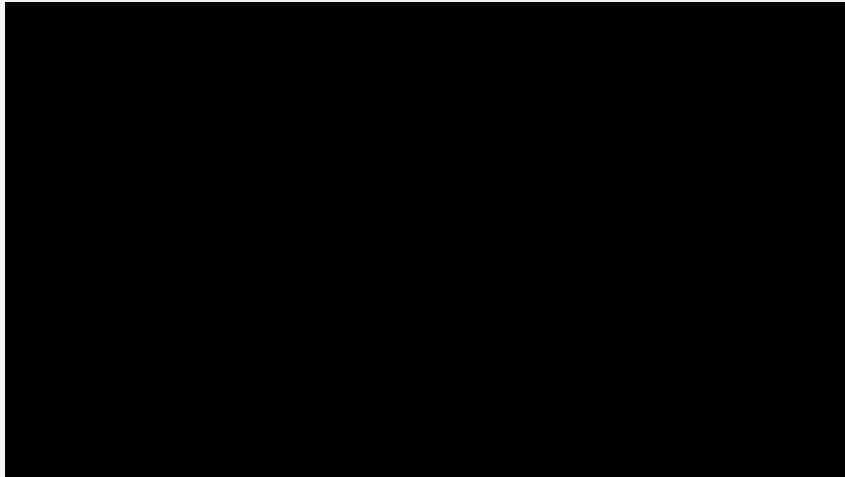


**Dimensions with CMD in the Chair**





**Dimensions with CMD Removed from the Chair**



Visit our [Test Labs](#) listing for information on conformance verification test facilities.

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678 Front Ave. NW, Ste. 150, Grand Rapids, Michigan 49504-5368  
BIFMA is the business and institutional furniture manufacturers not-for-profit trade association.

Membership Software Powered by [YourMembership](#) :: [Legal](#)

## FURNITURE – RFP VS RFQ-S

When this was bid in 2012, it was handled as an RFP. NOI and CFA were the only major players, which could service most of the state. After issuing a BAFO – the contract was awarded to CFA.

During the life of the contract – 36 million has been spent with CFA

This time around - RFQ-S we received 10 proposals. One was disqualified for not having a Tn Contractor's License. 10 year award

7 people on the committee: Rodney, Lori D, Lori C, Diane H, Nichole Minshall, Randy Husleman – FS, Kelli Flood

Award to all – scores ranged from 565 (A&W) to 836 (CBI)

BAFO sent:

A & W - \$35K signing bonus

CBI - .5% rebate over 3Million – annual

CFA – 5,000 to endowment and .25 – 1-2,500,000.00; .50 – 2,500,000 – 5,000,000.00; .75 - 5,000,000 – 7,500,000.00; over 7,500,000.00 – nego (could have made approx. 270K)

Firefly – 0

NOI – waiting – both

OFO – 5,000 to endowment

Spaces – spend 1,000,000 - .25%; over 2M -.5% - not to exceed 25K

Synergy – 50,000 signing bonus

Workspace Int – add'l 1% - same mfr – less than 50K annual; add'l 2%-same mfr – over 50K



# Oak Ridge Schools

OFFICE OF  
Finance Director

Telephone (865) 425-9004

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## MEMORANDUM

**To:** Dr. Bruce Borchers, Superintendent of Schools  
**From:** Jenifer Van Dyke, Finance Director *JVD*  
**Subject:** Recommendation of Audit Firm for FY '24 Audit  
**Date:** September 14, 2023

I recommend that Oak Ridge Schools approve the Audit Firm of Brown Jake & McDaniel, PC for performance of the FY24 Annual Internal School Funds Audits. The attached Engagement Letter for Internal School Funds for FY24 totals \$19,400. The BOE audit engagement letter will be provided at a later date. The auditing services are budgeted in account code 141-72310-305.

Please let me know if you have questions or need additional information.

# BROWN JAKE & McDANIEL, PC

CERTIFIED PUBLIC ACCOUNTANTS  
2607 KINGSTON PIKE, SUITE 110  
KNOXVILLE, TENNESSEE 37919-3336  
865/637-8600 • fax: 865/637-8601  
www.bjmpc.com

JOE L. BROWN, CPA, CGFM, CGMA  
FRANK D. McDANIEL, CPA, CGFM, CGMA  
TERRY L. MOATS, CPA, CGFM, CGMA  
JAMES E. BOOHER, CPA, CGMA  
HALEY S. SLAGLE, CPA, CGMA

MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

September 13, 2023

Jenifer Van Dyke  
Finance Director  
Oak Ridge Schools  
304 New York Ave  
Oak Ridge, TN 37830

Enclosed is a draft copy of the Contract to Audit Accounts for Oak Ridge Schools Internal School Funds for the year ending June 30, 2024. We have initiated the contract from our office. Please access the Tennessee Comptroller, Division of Municipal Audit's **Contract and Reporting System (CARS)** website at <https://apps.cot.tn.gov/CARS/> to apply an electronic signature acceptance by a Schools-designated signer. After the Schools' designated representative approves and applies their electronic signature to the audit contract, the Comptroller's office will approve and sign and then notify each party at the e-mail addresses that are set up in each of their respective accounts. They will direct you to access an on-line copy of the final contract through the CARS system by going to **Manage Audit Contracts** and selecting the **Files** link at the end. Please keep the draft copy and a downloaded and/or printed copy of the final original approved contract for your records.

Also, I have enclosed a standard engagement letter for the Internal School Funds' audit to be reviewed and signed by you. The original should be returned to us and the client copy should be retained for your records.

If you have any questions, please let me know. We appreciate the opportunity of being of service to the District and we look forward to working with you and your staff.

Very truly yours,

BROWN JAKE & McDANIEL, PC



Terry L. Moats, CPA, CGFM, CGMA

Enclosures

□ □ □

# BROWN JAKE & McDANIEL, PC

CERTIFIED PUBLIC ACCOUNTANTS  
2607 KINGSTON PIKE, SUITE 110  
KNOXVILLE, TENNESSEE 37919-3336  
865/637-8600 • fax: 865/637-8601  
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JAMES E. BOOHER, CPA, CGMA  
HALEY S. SLAGLE, CPA, CGMA

MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

September 13, 2023

Jenifer Van Dyke  
Finance Director  
Oak Ridge Schools  
304 New York Ave  
Oak Ridge, TN 37830

We are pleased to confirm our understanding of the services we are to provide the Oak Ridge Schools (the Schools) for the year ending June 30, 2024.

## **Audit Scope and Objectives**

We will audit the combined and individual fund balance sheets and the related combined and individual statements of revenues, expenditures and changes in fund balance, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Oak Ridge Schools Internal School Funds as of and for the year ending June 30, 2024. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Balance Sheet – Regulatory Basis (Per School)
- 2) Statement of Revenues, Expenditures and Changes in Fund Balance – Regulatory Basis (Per School)
- 3) Schedule of Interfund and Interaccount Transfers (By School)
- 4) Schedule of Salary Supplements (By School)
- 5) Schedule of Fidelity Bond Coverage

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Restricted revenues and expenses being recorded in incorrect club/class/restricted fund.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Schools' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of the Schools in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of

accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Oak Ridge Schools; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Brown Jake & McDaniel, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Comptroller of the State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Brown Jake & McDaniel, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Comptroller of the State of Tennessee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Terry Moats is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit procedures on approximately June 30, 2024 and to issue our reports no later than December 31, 2024.

Our fees for these services will be \$19,400.00 plus out-of-pocket costs (such as report reproduction, word processing, postage, travel mileage, travel time, electronic confirmations, audit software, etc.) and additional fees at normal hourly rates for any work related to CARES Act funding or non-audit services related to implementation of new GASB Standards/Pronouncements and the related changes to the financial statement presentation. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification or termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

### **Reporting**

We will issue a written report upon completion of our audit of Oak Ridge Schools Internal School Funds' financial statements. Our report will be addressed to the Board of Education of Oak Ridge Schools. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government*

*Auditing Standards.* The report on internal control and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Oak Ridge Schools is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

*Government Auditing Standards* (if applicable) require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2021 peer review report is attached.

We appreciate the opportunity to be of service to Oak Ridge Schools and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

BROWN JAKE & McDANIEL, PC

RESPONSE:

This letter correctly sets forth the understanding of Oak Ridge Schools.

Management signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Governance signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**CONTRACT TO AUDIT ACCOUNTS**  
**OF**  
**Oak Ridge City Schools - Internal School Funds**  
  
**FROM July 01, 2023 TO June 30, 2024**

This agreement made this 13th day of September 2023, by and between Brown Jake and McDaniel, PC, 2607 Kingston Pike, Suite 110, Knoxville, TN 37919-3336, hereinafter referred to as the "auditor" and Oak Ridge City Schools - Internal School Funds, of PO Box 6588, 304 New York Avenue, Oak Ridge, TN 37831, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2023, and ending June 30, 2024 with the exceptions listed below: **The General Purpose School, Federal Projects and Cafeteria Funds are excluded from this contract and will be included under the contract to audit the Oak Ridge City Schools General Purpose Financial Statements.**

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **20** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2024, or six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

**None**

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit

card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at [www.comptroller.tn.gov](http://www.comptroller.tn.gov). As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, or if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions) **None**

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

**Fixed Contract Fee:**

Audit **\$19,400.00**

Municipal Chart of Accounts Crosswalk **\$0.00**

Total Fixed Contract Fee **\$19,400.00**

or

**Estimated Contract Fee:**

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

**SCHEDULE OF FEES AND/OR RATES:**

**Fixed audit fee (except any work related to CARES Act funding which would be billed at standard hourly rates) plus out-of-pocket costs.**

- 12. As the authorized representative of the firm, I do hereby affirm that:
  - our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
  - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
  - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
  - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

Governmental Unit or Organization

By

Signature

By

Signature

Title/Position:

Title/Position:

E-mail address

E-mail address

Date:

Date:

**Approved by the Comptroller of the Treasury, State of Tennessee**

For the Comptroller:

By

Date:

DRAFT



CERTIFIED PUBLIC ACCOUNTANTS  
CHATTANOOGA | MEMPHIS

## Report on the Firm's System of Quality Control

November 19, 2021

To The Partners of Brown, Jake & McDaniel, P.C. and the Peer Review Committee of the Tennessee Society of CPAs.

We have reviewed the system of quality control for the accounting and auditing practice of Brown, Jake & McDaniel, P.C (the firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Brown, Jake & McDaniel, P.C in effect for the year ended May 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency or fail*. Brown, Jake & McDaniel, P.C has received a peer review rating of *pass*.

*Henderson Hutcherson*  
*& McCullough, PLLC*

1200 Market Street, Chattanooga, TN 37402 | T 423.756.7771 | F 423.265.8125

AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA

January 19, 2022

Joe Brown  
Brown, Jake & McDaniel, P. C.  
2607 Kingston Pike Ste 110  
Knoxville, TN 37919-3336

Dear Joe Brown:

It is my pleasure to notify you that on January 12, 2022, the Tennessee Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is November 30, 2024. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

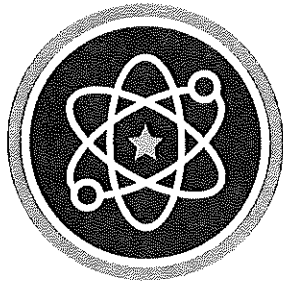
*Katie B. Cheek*

Katie Cheek  
Director of Member Services  
kcheek@tscpa.com  
615-377-3825

cc: Randy Dummer, Frank McDaniel

Firm Number: 900010096645

Review Number: 587111



# Woodland

## ELEMENTARY

Woodland Elementary  
168 Manhattan Ave  
Oak Ridge, TN 37830

The Oak Ridge Safety Patrol, at all four elementary schools, are requesting the Oak Ridge School Board's permission to travel May 29, 2024 – June 1, 2024, to Washington D.C. as a culminating event as they finish their duties as fourth grade safety patrollers.

The trip to Washington D.C. has become an annual event, minus the years COVID-19 stopped the trip for us, and we are happy to continue the tradition. We are excited for this opportunity for our very deserving fourth graders. Attached you will find the trip itinerary.

Respectfully Submitted,

Angie Israel

Safety Patrol Sponsor

**Woodland Elementary School**  
168 Manhattan Avenue | Oak Ridge, TN 37830  
(865) 425-9501  
[www.ortn.edu/woodland](http://www.ortn.edu/woodland)

**OAK RIDGE SCHOOLS**  
**CAMPUS LEAVE REQUEST – Overnight Trip**

*Accommodations: Overnight lodging for students must be appropriately selected with student safety, quality of accommodations, cost, and location to events as central considerations. Students should be appropriately assigned to rooms and an overnight adult supervision and contact plan should be established and communicated to students.*

School: Linden, Glenwood, Willowbrook, Woodland Date: 9-11-2023

*The following group requests permission to leave the school campus to participate in the educational activity indicated below. Parental permission will be obtained for each student.*

Class/Group Requesting Permission: Oak Ridge Safety Patrol

Educational Activity: Trip to Washington DC

Destination: Museums, Memorials, US Capitol, UDVAR Hazy Center

Purpose of Trip: To visit our nation's capital and a reward for serving on Safety Patrol.

Departure Date: 5-29-24 Departure Time: 6:00 am

Return Date: 6-1-24 Return Time: 6:00 pm

Mode of Transportation: Premier Bus

First Student  Transportation Contractor  School System Van  Air Travel

NOTE: Only ORS employees are authorized to drive school system vans.

School System Van – Name of Driver: \_\_\_\_\_

Driver's License Verified by: \_\_\_\_\_ Attach copy of driver's license

Transportation Contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_

*(Only approved transportation companies may be used. Refer to ORS website for list of approved companies)*

Air Travel Flight #'s: \_\_\_\_\_

Hotel/Motel Name: Hyatt Centric Arlington

Address: 1325 Wilson Blvd

City: Arlington State: VA Zip: 22209

Phone: 703-525-1234 Contact Person: \_\_\_\_\_

Number of Nights: 3 Hotel Rating: 4.5 of 5

Name of School Sponsor/Date: Angie Israel

Signature of School Sponsor: A Israel Cell #: 865-310-3734

*Minimum requires teacher to student ratio:*

PreK – 3 yr olds 1:4      K-2<sup>nd</sup> 1:6      3<sup>rd</sup>-4<sup>th</sup> 1:10      5<sup>th</sup>-8<sup>th</sup> 1:12      9<sup>th</sup>-12<sup>th</sup> 1:15  
4 yr olds 1:6

# of Students: 99

# of Adults: 11

Chaperone/Student Ratio: 1:10

Professional Staff Chaperone(s)

- 1. Name: Jen Laurendine (WB) Cell #: 865-338-2904
- 2. Name: Clark Ward (WL) Cell #: 865-223-8794
- 3. Name: Heather Jenking (W) Cell #: 865-228-5070
- 4. Name: Justin Croft (WL) Cell #: 865-244-8171

Other Chaperone(s): TBD

- 1. Name: \_\_\_\_\_ Cell #: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Cell #: \_\_\_\_\_
- 3. Name: \_\_\_\_\_ Cell #: \_\_\_\_\_
- 4. Name: \_\_\_\_\_ Cell #: \_\_\_\_\_

Field Trips which exceed \$25,000 or involve out of the country travel require School Board approval, regardless of fund raising, Booster Club participation or other contributions. Please follow these guidelines when requesting approval of such trip:

1. Submit an "Item for Action" for the Board Agenda (Principals have directions on submitting Board Agenda items).
2. Attach as documentation the following items"
  - Completed Campus Leave Request
  - Details of Trip/Itinerary
  - Justification/Explanation of Cost (per student/chaperone/total)
  - Financial Arrangements for students who cannot afford trip (if any)
  - Insurance Details
  - Out of country travel requires a release for each student participant

Financial Arrangements: (please indicate method)

No Cost

Paid by Students

Paid by School

Paid by School System

Substitute Required

Acct to be charged for Substitute \_\_\_\_\_

\$ 790 Per Student

TOTAL TRIP AMOUNT: \$ 95,590.00

Provisions for those students unable to pay: \_\_\_\_\_

Students will have fundraising opportunities, and some scholarship money, if available

Other information, comments, and special arrangements: (foreseeable hazards must be identified)

\_\_\_\_\_  
\_\_\_\_\_

Staff Member: \_\_\_\_\_

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

Athletic Director: \_\_\_\_\_

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

**This Section for Athletic Trips Only**

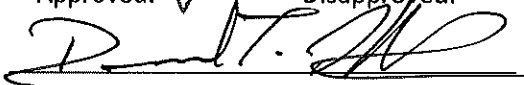
At the high school level up to three events and/or tournaments per season can involve an overnight trip. However, no more than one day of school may be missed for these trips. (Under certain conditions, the Superintendent of Schools or designee may approve additional events. These trips must be paid entirely from funds outside the Oak Ridge High School Athletic Department. TSSAA Tournament games would be an exception to this policy. (All overnight trips involving middle school athletics require Superintendent or designee approval.)

Number of overnight trips (including this request) requested during the current school year: \_\_\_\_\_

Athletic Director Signature: \_\_\_\_\_

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

Principal's Action:      Approved:       Disapproved:

Principal's Signature: 

Date: 9-11-2023

Superintendent or Designee's Action:      Approved:       Disapproved:

Superintendent or Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board Approval Date (if required): \_\_\_\_\_



# Oak Ridge Schools

OFFICE OF  
Business & Support Services

Telephone (865) 425-9005  
Fax: (865) 425-9060

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Bid Minutes  
08/08/2023  
DC Trip (RFP 24-001)  
Business Services Conference Room  
Administration Building

Present for the bid opening were:

Angie Israel  
Jason Nussbaum  
Mary Ann Riley  
Dana Paolucci

Woodland Elementary Assistant Principal  
Willow Brook Elementary Asst. Principal  
Oak Ridge Schools Purchasing  
Oak Ridge Schools Business Services Coordinator

Bid responses were received from the following companies:

**Gerber Tours, Inc.**  
**Mineola, NY**

Bid Amount

**Student Price Quad: \$790.00 \*\***  
**Adult Price: 13 free chaperones**  
**Total: \$95,590.00**

**Price based on 121 students and 13 free chaperones.**

**\*\* Recommended Bid Winner**



# Oak Ridge Schools

OFFICE OF  
Business & Support Services

Telephone (865) 425-9005

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**DATE:** August 31, 2023

**TO:** Jenifer Van Dyke, Finance Director

**cc:** Dana Paolucci

**FROM:** Mary Ann Riley, Purchasing Specialist, Oak Ridge Schools

**SUBJECT:** Recommendation of RFP 24-001 DC Trip

I recommend that the Oak Ridge Board of Education choose Gerber Tours, Inc. for the above-mentioned bid. Their bid of \$95,590.00 ranked 91 percent on the ranking sheet and met all bid specifications.

A bid committee led by Angie Israel evaluated the proposal. The RFP was advertised in accordance with state guidelines and made available on the Oak Ridge Schools' website and Vendor Registry.

Attachment: Bid Minutes

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**TOUR PROPOSAL**

May 29-June 01, 2024

Tour ID:43062

**TOUR PRICING:**

	QUAD	TRIPLE	DOUBLE	SINGLE
Student:	\$790	\$854	\$980	\$1,361
Adult:	\$798	\$861	\$988	\$1,368

Ask about our



Protects tour payments if anyone has to cancel for almost any reason before the trip. Low cost! Terms apply; ask us for details when you're ready to book!

**TOUR FEATURES:**

- Participants:** Tour cost is based on 121 paying participants. A change in this number will affect the tour cost.
- Scholarships:** 1 free travel scholarship included!
- Tour Guide:** Tour escorted by 1 professional Tour Guide for 3 days  
1 professional Tour Guide for 3.5 days.  
Gratuity for Tour Guide(s) included. Ask us for details.
- Chaperones:** 13 free chaperones roomed as follows:  
1 in single, 12 in double, 0 in triple, 0 in quad
- Hotel:** 3 nights; Hyatt Centric Arlington - Arlington, VA
- Transportation:** 1 - 55 passenger coach included  
1 - 80 passenger coach included  
Gratuity for Bus Driver(s) included.  
The hotel rooms for the bus drivers are included in the tour cost
- Meals:** 3 Breakfasts, 4 Lunches, 3 Dinners
- Hotel Security:** Nighttime security is included.
- Admissions:** Arlington Cemetery, Mt. Vernon
- Tour Inclusions:** Gerber Tours baggage tags to help keep track of luggage.  
24 hr access to Gerber Tours in case you need us.  
Drawstring Backpack for every participant!  
Name Tags with Emergency Contact info for all participants!  
Medical Insurance for all participants! Primary coverage for Accident (\$5,000), Illness (\$1,000) or Dental Injury (\$500) - terms apply.  
All restaurant gratuities and hotel taxes are included.

\*Scholarships are based on quad room.

Tour costs and itinerary items are accurate at this time and subject to availability and revision without notice, when owing to circumstances beyond the control of Gerber Tours, Inc.

**Why Gerber Tours?**

**Trip Planning Tools**

- \* Customized materials to promote your trip to students and parents.
- \* Online features to make managing your trip as easy as possible.
- \* A knowledgeable team that is dedicated to making your travel experience the best it can be!

**The Highest Standards**

As an accredited and charter member of The Student and Youth Travel Association and recognized members of these leading travel associations, we promise you that we adhere to a strict set of ethical, financial and professional standards; a promise that we keep in everything we do.



**Protection for Peace of Mind**

We maintain a Comprehensive Tour Operators Professional Liability Insurance Policy.

**Fundraising Ideas**

Students who raise funds for their own trip are rewarded with a sense of pride from earning their tour themselves! Visit [www.gerbertours.com](http://www.gerbertours.com) for some of our favorite ideas.

**TENTATIVE ITINERARY**

May 29-June 01, 2024

Tour ID:43062

**First Day**

**Wednesday May 29, 2024**

- 6:00 am Departure from Oak Ridge High School (1450 Oak Ridge Turnpike, Oak Ridge, TN 37830).  
Time for lunch (\$10 cash will be provided).
- 4:00 pm Arrival in Washington, DC. Join your Tour Guide at the Ronald Reagan Building.  
Time for picture taking at the White House.
- 6:30 pm Dinner at the Pentagon City Mall (\$20 cash will be provided).
- 8:30 pm Check into your hotel:  
Hyatt Centric Arlington [1325 Wilson Blvd., Arlington, VA (703) 525-1234]  
\*Security Included - 10:00 PM-06:00 AM\*

**Second Day**

**Thursday May 30, 2024**

- 7:30 am Breakfast at your hotel.
- 9:00 am Visit Arlington National Cemetery, including the JFK Gravesite and the Tomb of the Unknown Soldier.  
Visit the 9/11 Memorial and the Air Force Memorial.  
Time for lunch (\$20 cash will be provided).
- 1:00 pm Tour of the U.S. Capitol Building (pending ticket availability).
- 2:30 pm Sightseeing at the Smithsonian Institution. Here you will have the opportunity to visit the many museums and galleries this complex has to offer.
- 6:00 pm Dinner at California Pizza Kitchen Pentagon Centre.
- 7:30 pm Visit the Lincoln, Vietnam Veterans and Korean Memorials.

**Third Day**

**Friday May 31, 2024**

- 8:00 am Breakfast at your hotel.
- 10:00 am Visit the National Air & Space Museum / Steven F. Udvar-Hazy Center.  
Time for lunch (\$20 cash will be provided).
- 1:00 pm Visit Mt. Vernon, the home of George Washington.
- 2:00 pm Entry into George Washington's Mansion.
- 5:00 pm Dinner at Samurai Hibachi and Sushi Restaurant.  
Visit the Jefferson Memorial, FDR Memorial, WWII Memorial and the Martin Luther King Jr. National Memorial.



**TENTATIVE ITINERARY**

May 29-June 01, 2024

**Fourth Day**

**Saturday June 01, 2024**

7:00 am

Breakfast at your hotel and check-out.

8:00 am

Depart for home.

Time for lunch en route (\$10 cash will be provided).

6:00 pm

Approximate arrival back at school.

This itinerary is designed to remain flexible to compensate for traffic, crowds and weather conditions.

# OAK RIDGE SCHOOLS

## New Club Request Form

School: Oak Ridge High School

Club Name: Tri-M@ Music Honor Society

Sponsor: Carlos Hernandez

Club Membership: Open to sophomore (and above) students enrolled in music honors classes.

Selection of Officers: President, Vice-President, Treasurer and Secretary. (To be elected)

### Club Purpose:

The Tri-M Music Honor Society has chapters all over the United States dedicated to encouraging youth to engage in their music arts community. Each chapter is given the liberty to create their own unique membership style to accommodate for the needs and wants of the students.

### Club Activities:

The Music Honors Society will develop activities based on the needs and wants of the students and the available means. Nevertheless, some likely activities include but are not limited to: opportunities to perform, chamber music programs, music-based community outreach and scholarships.

### Club Meeting Times:

The Music Honors society would meet Mondays after school. In addition, officers will determine a time to meet between themselves to coordinate chapter activities.

### Club Funding:

Funds for the Tri-M Music Honors Society would come from fundraising activities managed by the members and officers.

### Rules and Regulations:

The Tri-M Music Honors Society will follow the rules and regulations as described in the chapter by-laws provided by the National Association for Music Education.

### Other Pertinent Information:

Students are expected to maintain a 3.0 GPA (Unweighted)

Student Representative: Brandon Bonamarte

ORHS Administration Approval:  Date: 8/21/23

Date Student Council Approved: 9/7/23 Date BOE Approved: \_\_\_\_\_

**Oak Ridge Schools**

**1st Attendance Period**

**September 5, 2023**

These numbers reflect the **2023-2024** Skyward Student Management System (Entity) active student enrollment count as of **September 5, 2023**.

The total includes **20** private school and home-schooled students receiving Special Ed services.



# Oak Ridge Schools

## Enrollment Entity Counts 1st RP 2023-24

September 5, 2023

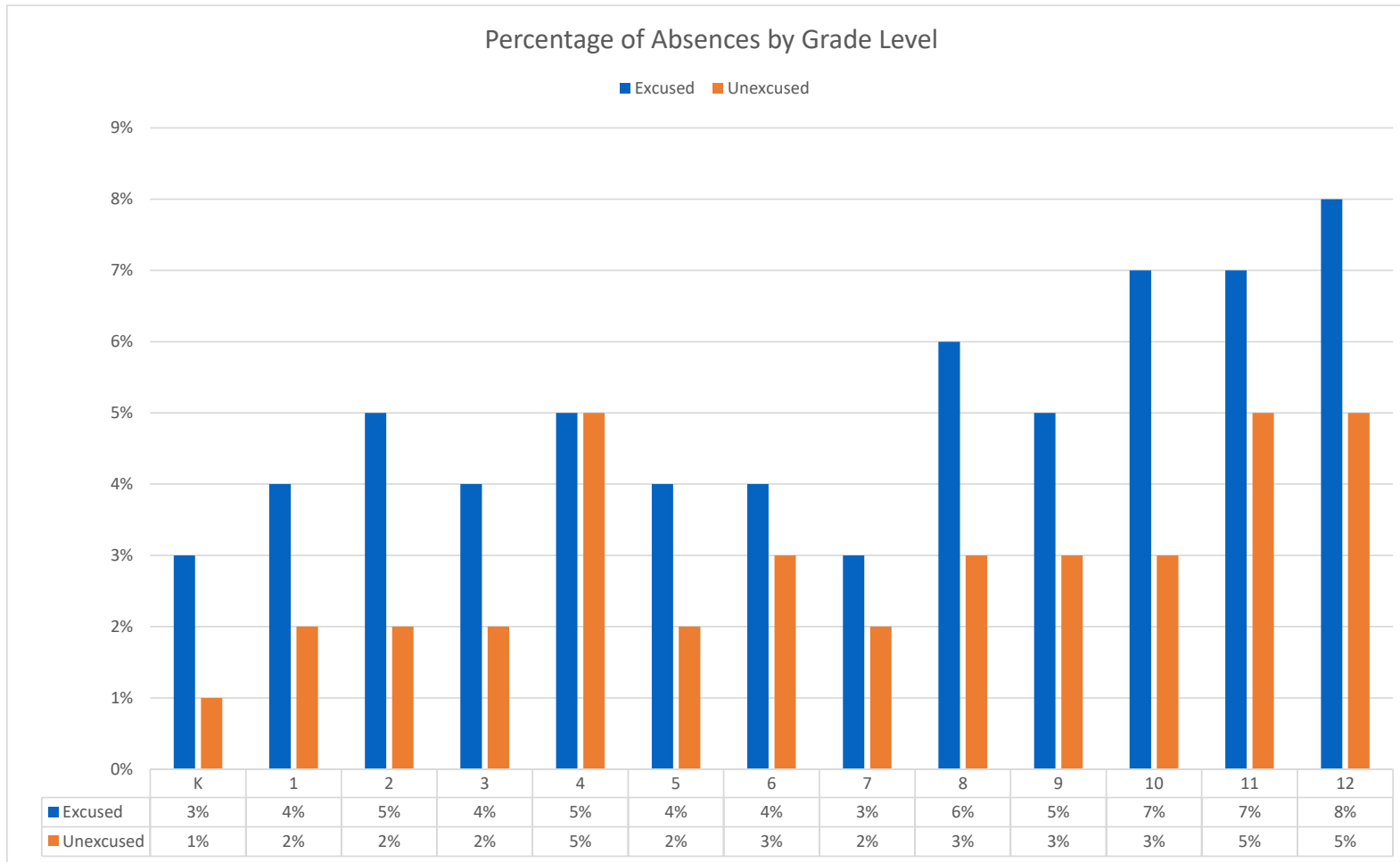
School	P3	P4	K	1	2	3	4	5	6	7	8	9	10	11	12	Total PK-12 2023-24	Previous 9th RP 2022-23	Diff
Preschool	93	130														223	229	-6
Glenwood			73	82	75	58	76									364	335	29
Linden			105	103	104	96	116									524	544	-20
Willow Brook			93	75	89	81	81									419	393	26
Woodland			76	81	96	97	94									444	416	28
JMS								165	176	159	202					702	715	-13
RMS								195	172	180	205					752	704	48
ORHS												412	413	392	387	1604	1537	67
<b>Enrollment 2023-24</b>	<b>93</b>	<b>130</b>	<b>347</b>	<b>341</b>	<b>364</b>	<b>332</b>	<b>367</b>	<b>360</b>	<b>348</b>	<b>339</b>	<b>407</b>	<b>412</b>	<b>413</b>	<b>392</b>	<b>387</b>	<b>5032</b>	<b>4873</b>	<b>159</b>
Prev. 9th RP 2022-23	89	140	313	347	320	357	351	321	327	394	377	401	396	385	355	4873		
Difference	4	-10	34	-6	44	-25	16	39	21	-55	30	11	17	7	32	159		

This report compares the 2023-24 1st RP period enrollment with the 2022-23 9th RP period.



# Attendance Graphs

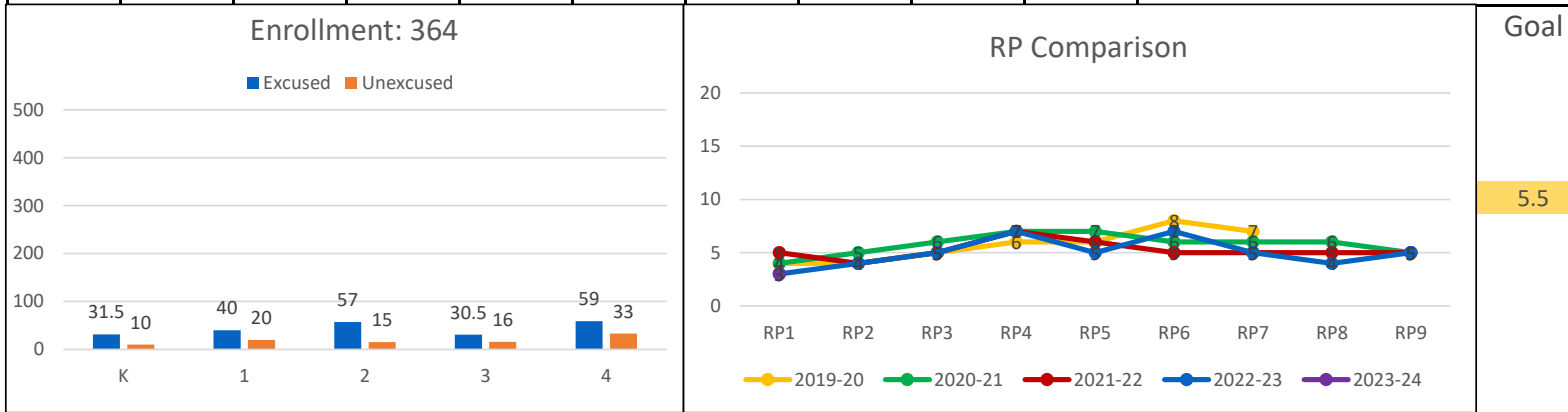
The graphs below display excused and unexcused absence totals, entity counts, and attendance percentages by grade and reporting period. The data was compiled using information from attendance detail and summary reports and entity counts reports.  
Reporting Period 1: 7/24/2023-8/18/2023



\* Percentages have been rounded to the nearest whole number.

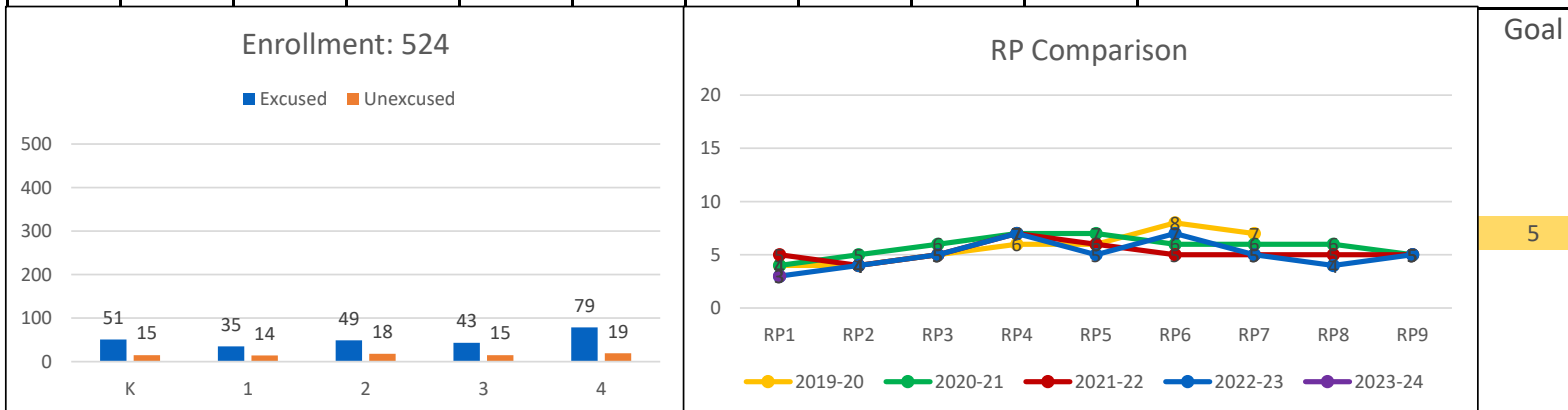
2019-20	RP1: 4%	RP2: 4%	RP3: 5%	RP4: 5.6%	RP5: 6%	RP6: 8.8%	RP7: 4.9%	Covid-19	Covid-19
2020-21	RP1: 7.3%	RP2: 5.8%	RP3: 8.1%	RP4: 11.6%	RP5: 9.9%	RP6: 7.5%	RP7: 5.3%	RP8: 8%	RP9: 5.4%
2021-22	RP1: 6.3%	RP2: 6.7%	RP3: 6.3%	RP4: 7.7%	RP5: 6.9%	RP6: 5.8%	RP7: 6.3%	RP8: 8%	RP9: 5.9%
2022-23	RP1: 4.9%	RP2: 4.4%	RP3: 5.5%	RP4: 11%	RP5: 4.7%	RP6: 6.1%	RP7: 4.8%	RP8: 4.9%	RP9: 4.9%
2023-24	RP1: 4.3%								

# Glenwood



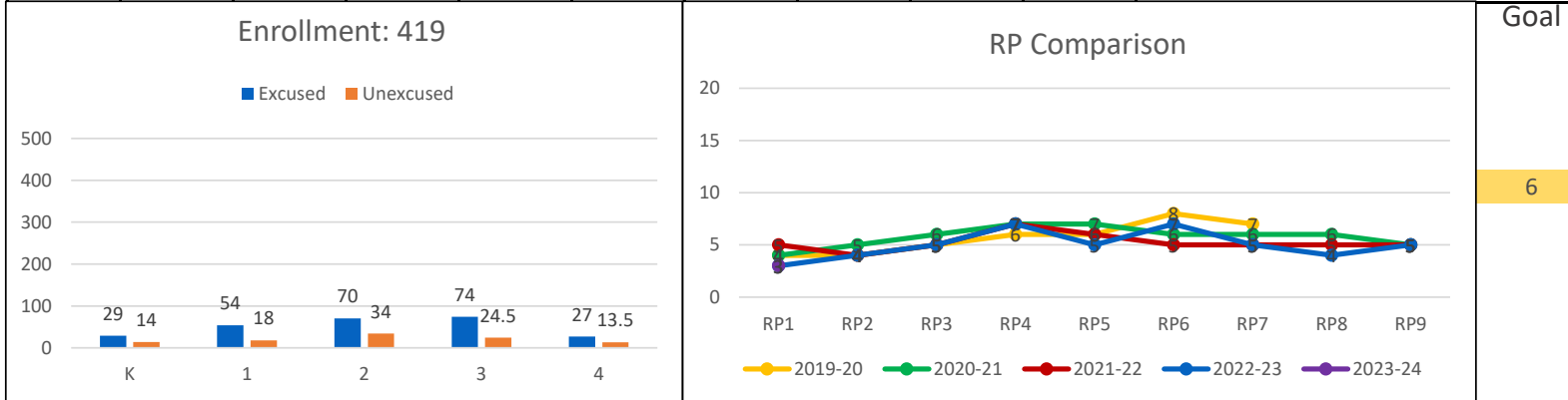
2019-20	RP1: 3%	RP2: 4%	RP3: 5%	RP4: 5.6%	RP5: 6.8%	RP6: 7.7%	RP7: 6.4%	Covid-19	Covid-19
2020-21	RP1: 4.3%	RP2: 4.3%	RP3: 6.1%	RP4: 7.7%	RP5: 9.1%	RP6: 7.9%	RP7: 6.2%	RP8: 5.6%	RP9: 5.3%
2021-22	RP1: 4.4%	RP2: 4.2%	RP3: 4.8%	RP4: 6.4%	RP5: 5.8%	RP6: 4.6%	RP7: 5.5%	RP8: 5.4%	RP9: 5%
2022-23	RP1: 3.2%	RP2: 4%	RP3: 4.4%	RP4: 8.9%	RP5: 5.4%	RP6: 5.8%	RP7: 4.5%	RP8: 4.1%	RP9: 7.1%
2023-24	RP1: 3.3%								

# Linden



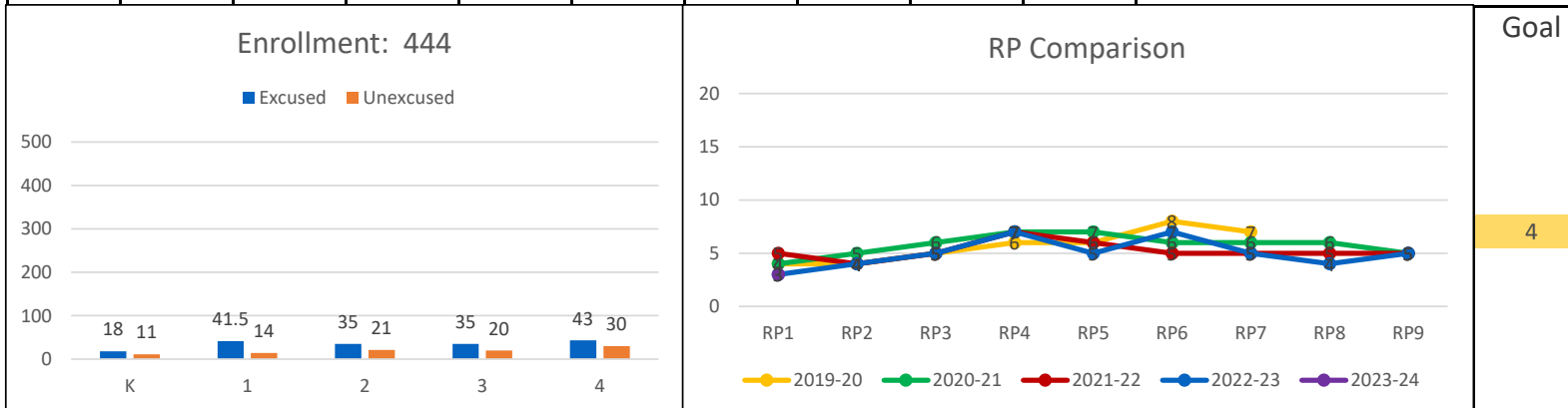
2019-20	RP1: 4%	RP2: 5%	RP3: 6%	RP4: 6.6%	RP5: 7.8%	RP6: 8.4%	RP7: 7.5%	Covid-19	Covid-19
2020-21	RP1: 6.1%	RP2: 7.1%	RP3: 7.3%	RP4: 11%	RP5: 11.7%	RP6: 8.9%	RP7: 6.9%	RP8: 7.5%	RP9: 6.4%
2021-22	RP1: 6.1%	RP2: 6%	RP3: 6.4%	RP4: 6.9%	RP5: 6.6%	RP6: 6.5%	RP7: 8%	RP8: 6.6%	RP9: 7.4%
2022-23	RP1: 3.6%	RP2: 4.7%	RP3: 7%	RP4: 10%	RP5: 6.4%	RP6: 8.1%	RP7: 5.3%	RP8: 5.3%	RP9: 6.9%
2023-24	RP1: 4.9%								

# Willow Brook



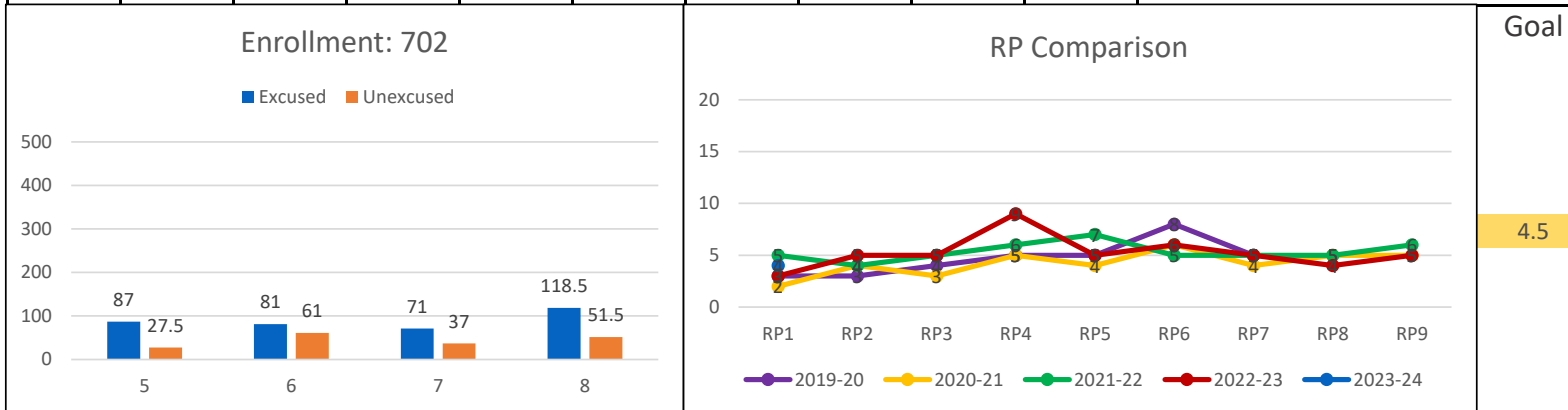
2019-20	RP1: 4%	RP2: 4%	RP3: 5%	RP4: 5.6%	RP5: 6.2%	RP6: 8.4%	RP7: 6.6%	Covid-19	Covid-19
2020-21	RP1: 4.1%	RP2: 4.9%	RP3: 6.2%	RP4: 7.1%	RP5: 7.1%	RP6: 5.9%	RP7: 5.5%	RP8: 5.9%	RP9: 5.3%
2021-22	RP1: 4.5%	RP2: 4.1%	RP3: 4.8%	RP4: 6.7%	RP5: 5.9%	RP6: 5%	RP7: 4.7%	RP8: 4.5%	RP9: 5.2%
2022-23	RP1: 2.6%	RP2: 3.7%	RP3: 5.2%	RP4: 6.6%	RP5: 4.5%	RP6: 6.7%	RP7: 5.4%	RP8: 3.7%	RP9: 4.9%
2023-24	RP1: 3.1%								

# Woodland



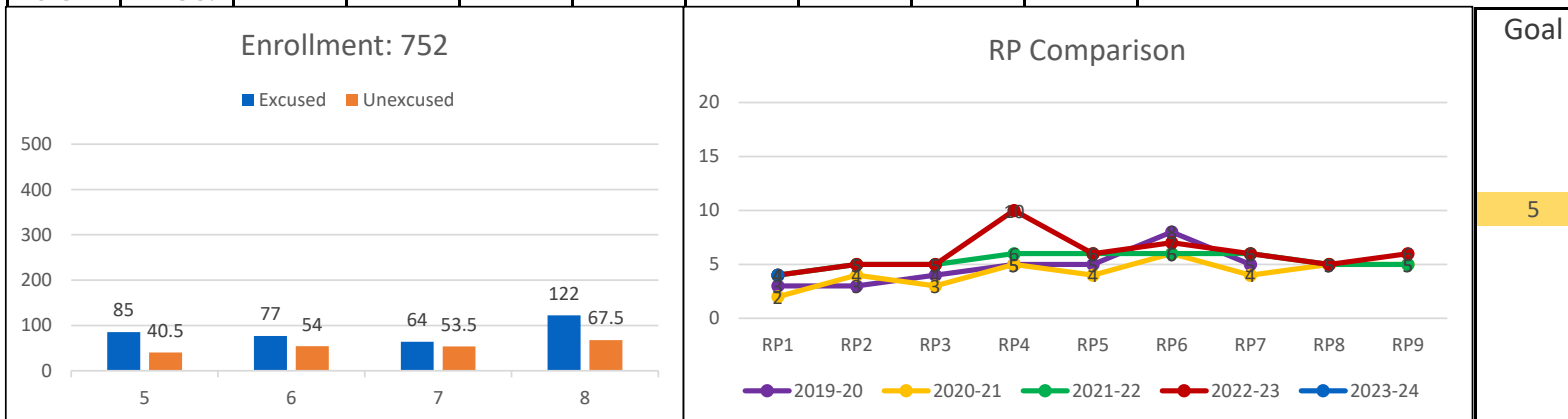
2019-20	RP1: 3%	RP2: 3%	RP3: 4%	RP4: 5%	RP5: 4.9%	RP6: 8.4%	RP7: 5.2%	Covid-19	Covid-19
2020-21	RP1: 2.2%	RP2: 4.1%	RP3: 3.4%	RP4: 4.5%	RP5: 3.8%	RP6: 5.7%	RP7: 3.7%	RP8: 5.1%	RP9: 4.7%
2021-22	RP1: 5.1%	RP2: 4.2%	RP3: 4.9%	RP4: 5.9%	RP5: 6.8%	RP6: 5.4%	RP7: 5.3%	RP8: 4.9%	RP9: 6.1%
2022-23	RP1: 3.1%	RP2: 4.6%	RP3: 5%	RP4: 8.7%	RP5: 4.7%	RP6: 5.5%	RP7: 5.1%	RP8: 4.3%	RP9: 5.3%
2023-24	RP1: 3.8%								

# Jefferson



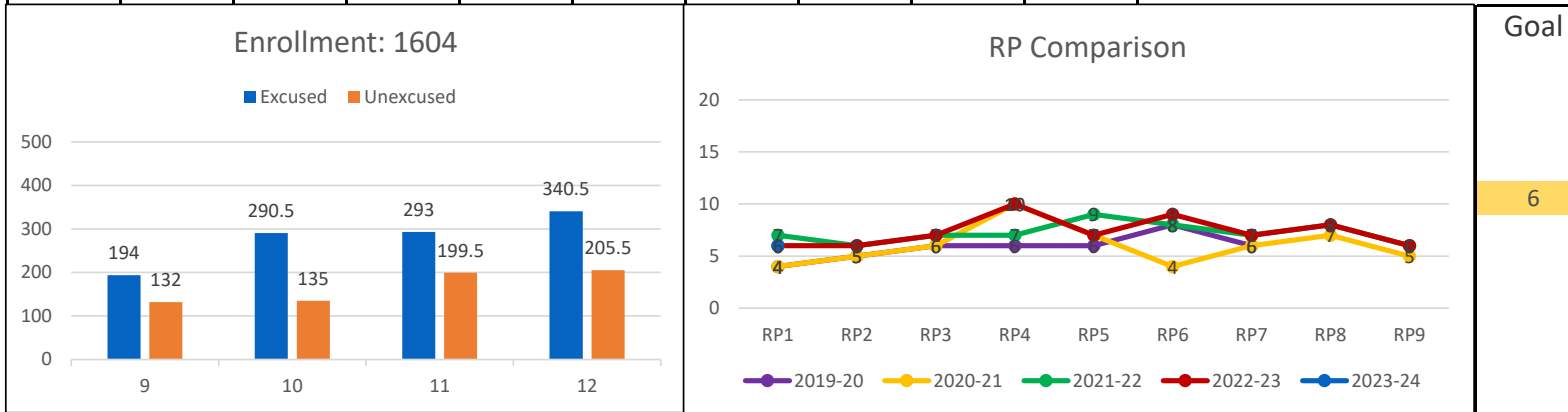
2019-20	RP1: 4%	RP2: 4%	RP3: 5%	RP4: 5.7%	RP5: 5.6%	RP6: 7.9%	RP7: 5.7%	Covid-19	Covid-19
2020-21	RP1: 2%	RP2: 2.3%	RP3: 3.4%	RP4: 4%	RP5: 2.7%	RP6: 3.3%	RP7: 2.8%	RP8: 5.6%	RP9: 5.1%
2021-22	RP1: 4.2%	RP2: 4.7%	RP3: 5.4%	RP4: 5.8%	RP5: 5.9%	RP6: 5.5%	RP7: 5.6%	RP8: 5%	RP9: 5.3%
2022-23	RP1: 4.4%	RP2: 4.5%	RP3: 5.4%	RP4: 9.7%	RP5: 6.1%	RP6: 6.8%	RP7: 5.5%	RP8: 4.8%	RP9: 5.8%
2023-24	RP1: 3.9%								

# Robertsville



2019-20	RP1: 4%	RP2: 5%	RP3: 6%	RP4: 6.2%	RP5: 6.4%	RP6: 7.6%	RP7: 6.4%	Covid-19	Covid-19
2020-21	RP1: 3.6%	RP2: 4.6%	RP3: 5.5%	RP4: 9.9%	RP5: 6.8%	RP6: 3.8%	RP7: 5.8%	RP8: 7.1%	RP9: 5.1%
2021-22	RP1: 7.2%	RP2: 6.2%	RP3: 6.9%	RP4: 7.3%	RP5: 9.2%	RP6: 8.2%	RP7: 7%	RP8: 8.2%	RP9: 6%
2022-23	RP1: 6%	RP2: 6.3%	RP3: 6.6%	RP4: 9.8%	RP5: 6.6%	RP6: 8.7%	RP7: 6.5%	RP8: 8.2%	RP9: 6.3%
2023-24	RP1: 5.8%								

# ORHS



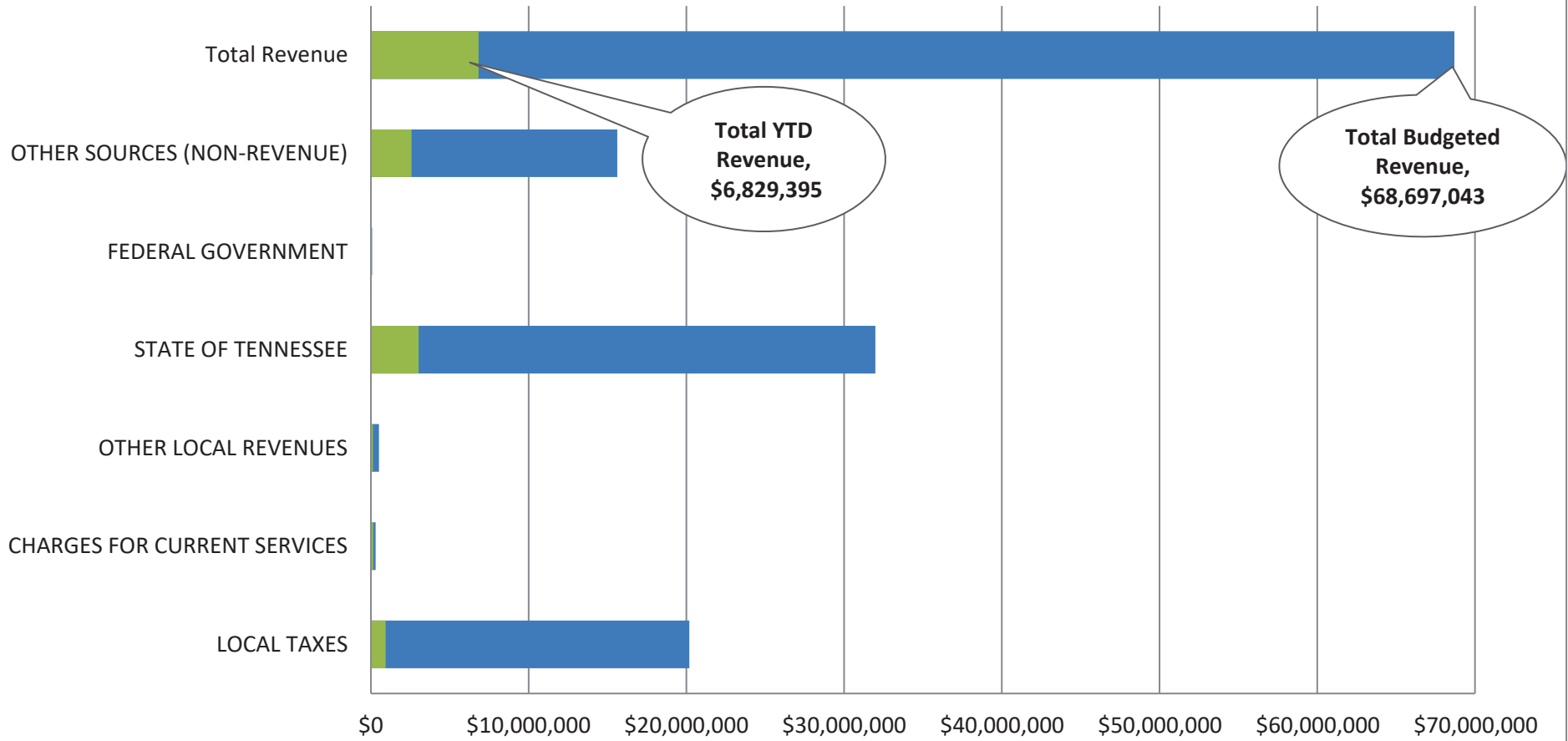
Acct	Acct	2023-24 FYTD Budget	August 2023-24 Monthly Activity	2023-24 Year-To-Date	2023-24 Percent of Budget	2023-24 Variance from Bud	Encumbered Amount	Unencumbered Budget Remaining
40110	Current Property Tax	12,993,941.00	68,559.67	68,559.67	0.53%	12,925,381.33		12,925,381.33
40210	Local Option Sales Tax	7,200,000.00	788,354.15	871,410.91	12.10%	6,328,589.09		6,328,589.09
40275	Mixed Drink Tax	125.00				125.00		125.00
40280	Mineral Severance Tax	125.00				125.00		125.00
43511	Tuition - Regular Day Students	300,000.00	64,157.75	148,281.59	49.43%	151,718.41		151,718.41
43513	Tuition - Summer School		150.00	150.00		-150.00		-150.00
43533	Transportation Fees	3,000.00				3,000.00		3,000.00
44110	Interest Earned	220,000.00	54,994.41	114,204.40	51.91%	105,795.60		105,795.60
44120	Lease/Rentals	10,000.00	330.00	1,465.00	14.65%	8,535.00		8,535.00
44170	Miscellaneous Refunds	3,000.00				3,000.00		3,000.00
44530	Sale of Equipment	20,000.00	5,702.51	5,702.51	28.51%	14,297.49		14,297.49
44570	Contributions & Gifts	200,000.00				200,000.00		200,000.00
44990	Other Local Revenues	62,000.00	10,085.63	10,770.63	17.37%	51,229.37		51,229.37
46510	TN Investment in Student Achv	30,250,000.00	3,026,523.40	3,026,523.40	10.01%	27,223,476.60		27,223,476.60
46515	Early Childhood Education	455,414.20				455,414.20		455,414.20
46610	Career Ladder Program	84,600.00				84,600.00		84,600.00
46790	Other Vocational	844,000.00				844,000.00		844,000.00
46980	Other State Grants	304,585.80				304,585.80		304,585.80
46990	Other State Revenues	45,189.00				45,189.00		45,189.00
47640	ROTC Reimbursement	79,600.00				79,600.00		79,600.00
49700	Insurance Recovery	2,500.00				2,500.00		2,500.00
49800	Transfers In	125,000.00				125,000.00		125,000.00
49810	City General Fund Transfer	15,493,963.00	1,291,163.58	2,582,327.16	16.67%	12,911,635.84		12,911,635.84
-----	Revenue	68,697,043.00	5,310,021.10	6,829,395.27	9.94%	61,867,647.73		61,867,647.73
		=====	=====	=====	=====	=====		=====
71100	Regular Instruction Prgm	30,646,124.00	2,472,642.29	2,692,035.85	8.78%	27,954,088.15	312,441.09	27,641,647.06
71150	Alternative Instruction Prgm	970,766.00	64,131.28	68,372.84	7.04%	902,393.16	966.21	901,426.95
71200	Special Education Prgm	5,288,964.00	381,402.43	384,338.78	7.27%	4,904,625.22	8,319.86	4,896,305.36
71300	Career/Technical Education Prg	2,816,720.00	160,135.89	177,012.93	6.28%	2,639,707.07	290,136.68	2,349,570.39
71900	Contingency	884,949.46				884,949.46		884,949.46
72120	Health Services	738,520.00	63,202.51	67,823.11	9.18%	670,696.89	1,209.22	669,487.67
72130	Other Student Support	2,033,257.00	166,660.12	233,086.48	11.46%	1,800,170.52	12,000.00	1,788,170.52
72210	Regular Inst. Support	4,206,488.00	333,324.44	482,520.13	11.47%	3,723,967.87	48,959.38	3,675,008.49
72220	Special Education Support	885,352.00	68,135.27	110,338.20	12.46%	775,013.80	92,611.56	682,402.24
72230	Career & Technical Prg Support	245,439.00	16,760.45	40,725.84	16.59%	204,713.16	258.67	204,454.49
72250	Technology Services	3,178,119.96	191,544.91	449,023.94	14.13%	2,729,096.02	141,871.17	2,587,224.85
72260	ADULT PROGRAMS		2,365.02	2,365.02		-2,365.02		-2,365.02
72290	Communications	215,578.00	9,698.38	18,659.34	8.66%	196,918.66	1,821.63	195,097.03

Acct	Acct	2023-24 FYTD Budget	August 2023-24 Monthly Activity	2023-24 Year-To-Date	2023-24 Percent of Budget	2023-24 Variance from Bud	Encumbered Amount	Unencumbered Budget Remaining
72310	Board of Education	1,183,507.00	336,017.22	351,483.66	29.70%	832,023.34	9,597.53	822,425.81
72320	Director of Schools	408,770.00	29,659.41	72,881.69	17.83%	335,888.31	4,362.75	331,525.56
72410	Office of the Principal	4,390,188.00	343,424.15	678,068.46	15.45%	3,712,119.54	21,752.69	3,690,366.85
72510	Fiscal Services	1,029,454.00	80,530.43	199,850.04	19.41%	829,603.96	3,144.32	826,459.64
72520	Human Resources/ Personnel	478,093.00	34,256.05	93,750.59	19.61%	384,342.41	15,119.02	369,223.39
72610	Operation of Plant	4,880,262.00	634,985.39	818,926.47	16.78%	4,061,335.53	52,928.49	4,008,407.04
72620	Maintenance of Plant	2,376,588.08	201,457.23	384,819.32	16.19%	1,991,768.76	189,958.53	1,801,810.23
72710	Transportation	1,978,790.00	133,393.15	133,393.15	6.74%	1,845,396.85		1,845,396.85
73400	Early Childhood Education	455,414.20	33,878.64	33,878.64	7.44%	421,535.56		421,535.56
73401	Pre-K General Fund	814,892.00	56,140.33	86,980.40	10.67%	727,911.60	4,317.80	723,593.80
76100	Regular Capital Outlay	2,301,454.30	221,708.16	615,341.62	26.74%	1,686,112.68	879,205.57	806,907.11
82130	Education Principal on Debt	6,843.00				6,843.00		6,843.00
82230	Education Interest on Debt	157.00				157.00		157.00
99100	Transfers Out	122,471.00				122,471.00		122,471.00
-----	Expense	72,537,161.00	6,035,453.15	8,195,676.50	11.30%	64,341,484.50	2,090,982.17	62,250,502.33
-----	General Purpose School Fund	-3,840,118.00	-725,432.05	-1,366,281.23	10.64%	-2,473,836.77	-2,090,982.17	-382,854.60
Grand Revenue Totals		68,697,043.00	5,310,021.10	6,829,395.27	9.94%	61,867,647.73		61,867,647.73
Grand Expense Totals		72,537,161.00	6,035,453.15	8,195,676.50	11.30%	64,341,484.50	2,090,982.17	62,250,502.33
Grand Totals		3,840,118.00	725,432.05	1,366,281.23	35.58%	2,473,836.77	2,090,982.17	382,854.60
		Loss	Loss	Loss		Loss	Loss	Loss

Number of Accounts: 1238

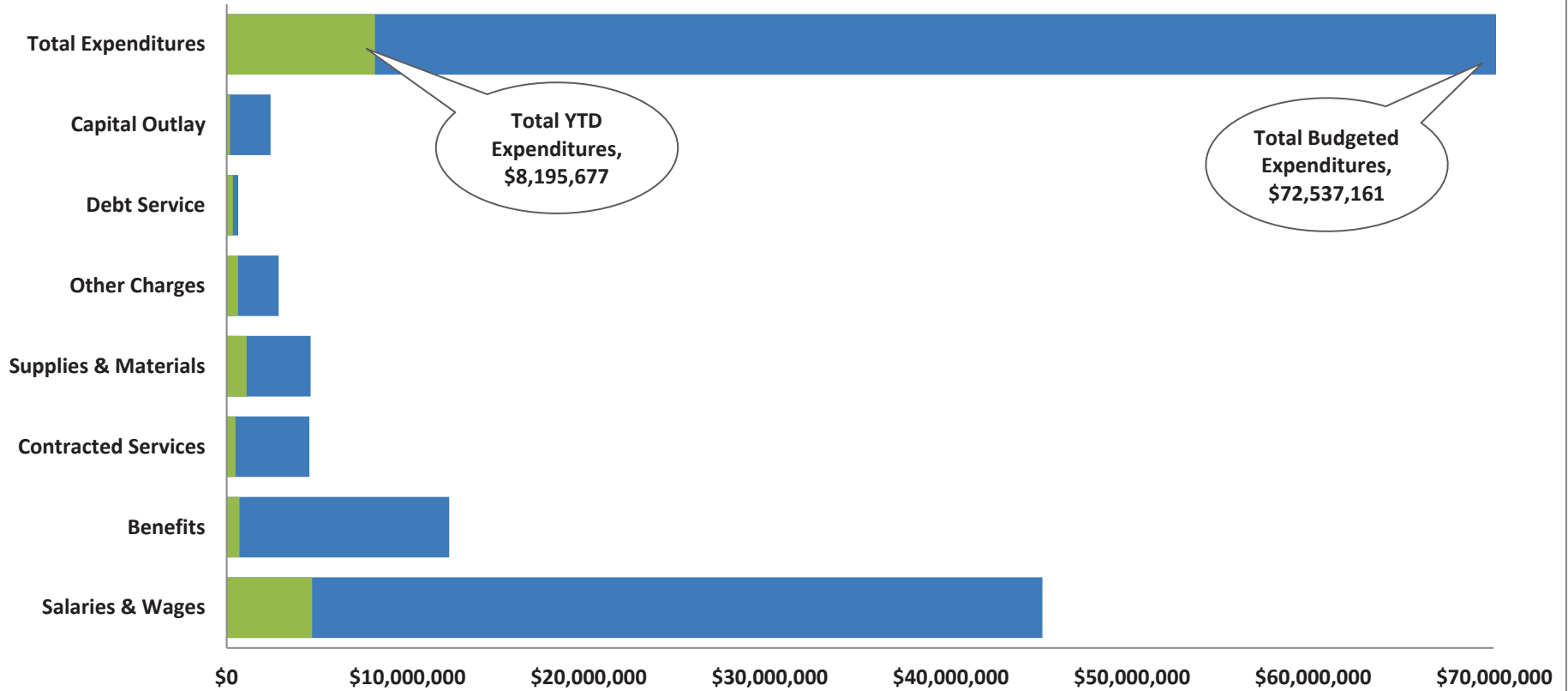
\*\*\*\*\* End of report \*\*\*\*\*

## General Fund Revenue Budget to Actual Summary - August, 2023



	LOCAL TAXES	CHARGES FOR CURRENT SERVICES	OTHER LOCAL REVENUES	STATE OF TENNESSEE	FEDERAL GOVERNMENT	OTHER SOURCES (NON-REVENUE)	Total Revenue
<b>■ Percent of Budget</b>	4.65%	48.99%	25.66%	9.46%	0	16.53%	9.94%
<b>■ Year-To-Date</b>	939,970.58	148,431.59	132,142.54	3,026,523.40	0	2,582,327.16	\$6,829,395
<b>■ FYTD Budget</b>	20,194,191.00	303,000.00	515,000.00	31,983,789.00	79,600.00	15,621,463.00	\$68,697,043

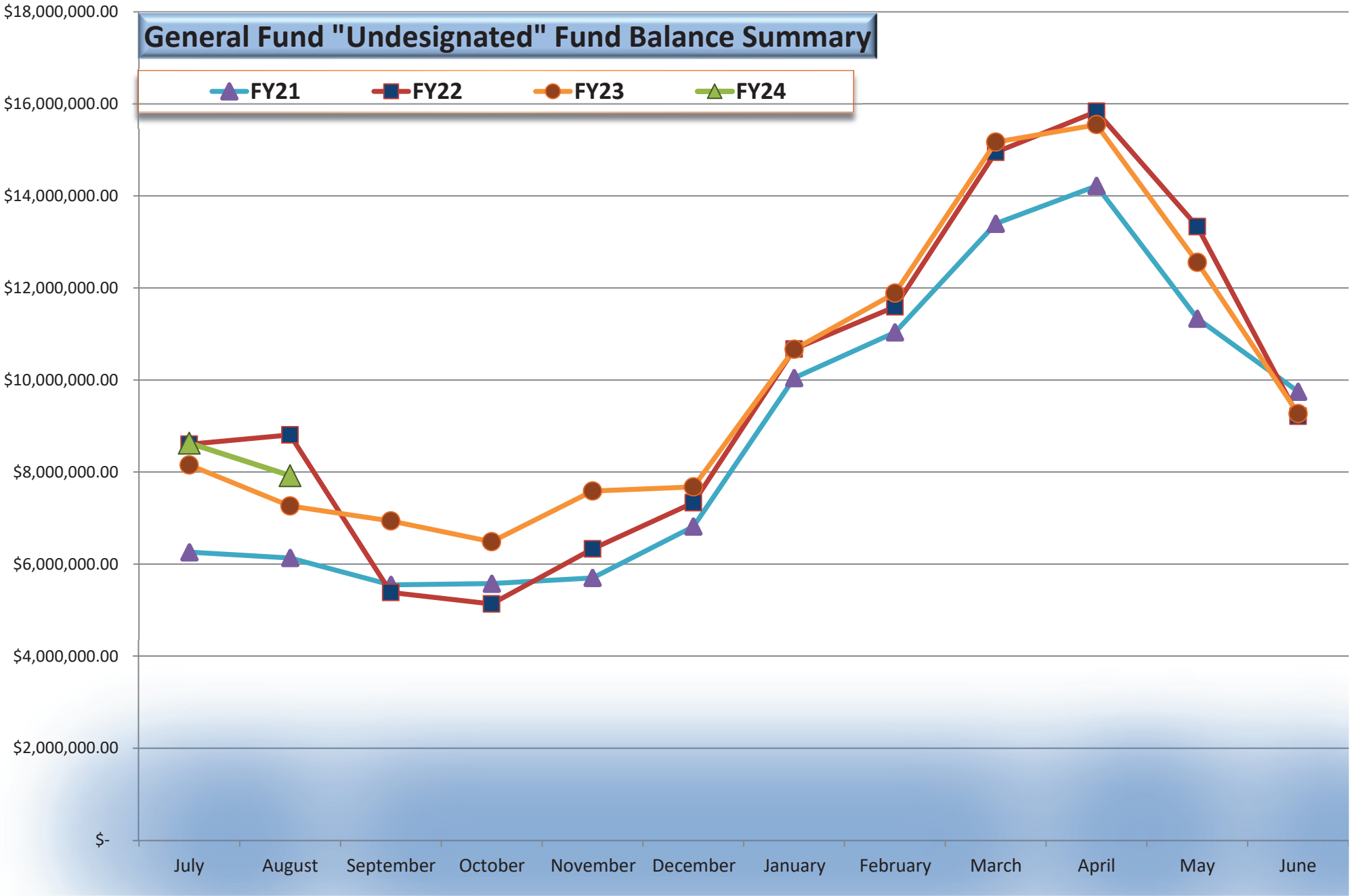
## General Fund Expenditure Budget to Actual Summary by Object August, 2023



	Salaries & Wages	Benefits	Contracted Services	Supplies & Materials	Other Charges	Debt Service	Capital Outlay	Total Expenditures
<b>FYTD %</b>	10.48	5.75	10.56	23.78	23.42	54.33	7.5	11.30%
<b>FYTD Activity</b>	4,723,768.79	707,990.16	493,740.49	1,103,364.97	627,559.74	350,000.00	189,252.35	\$8,195,677
<b>FYTD Revised Bdg</b>	45,070,732.62	12,303,121.58	4,575,422.00	4,639,738.00	2,873,781.46	644,205.00	2,430,160.34	\$72,537,161

# General Fund "Undesignated" Fund Balance Summary

FY21    FY22    FY23    FY24



Acct	Acct	2023-24 FYTD Budget	August 2023-24 Monthly Activity	2023-24 Year-To-Date	2023-24 Percent of Budget	2023-24 Variance from Bud	Encumbered Amount	Unencumbered Balance Remaining
142	School Federal Projects							
R	Revenue							
47131	Vocational Program Improvement	125,299.54	15,111.59	15,111.59	12.06%	110,187.95		110,187.95
47141	Title I	1,095,809.00	4,270.50	4,270.50	0.39%	1,091,538.50		1,091,538.50
47143	Special Education Grants	1,120,008.00	4,862.32	4,862.32	0.43%	1,115,145.68		1,115,145.68
47145	Special Ed Pre-School Grants	35,500.00				35,500.00		35,500.00
47146	English Lang Acq Grants	27,605.00				27,605.00		27,605.00
47147	Title IV Part B, 21st Century	152,625.00				152,625.00		152,625.00
47189	Title II	191,690.00	1,137.96	1,137.96	0.59%	190,552.04		190,552.04
47404	ARP Homeless Grant	45,000.00				45,000.00		45,000.00
47590	Other Federal Through State	870,420.46				870,420.46		870,420.46
47710	Public Safety Prtnrshp & Comm	373,217.00				373,217.00		373,217.00
47990	Other Direct Fedral Revenue	1,050,440.00	37,357.47	37,357.47	3.56%	1,013,082.53		1,013,082.53
-----	Revenue	5,087,614.00	62,739.84	62,739.84	1.23%	5,024,874.16		5,024,874.16
E	Expense							
71100	Regular Instruction Prgm	700,694.00	649,277.10	719,688.85	102.71%	-18,994.85	27,804.02	-46,798.87
71200	Special Education Prgm	1,022,957.00	74,110.60	74,110.60	7.24%	948,846.40		948,846.40
71300	Career/Technical Education Prg	115,548.00	8,029.76	18,444.66	15.96%	97,103.34	5,694.02	91,409.32
71900	Contingency	981,500.00				981,500.00		981,500.00
72120	Health Services			8,194.00		-8,194.00		-8,194.00
72130	Other Student Support	79,017.00	7,687.55	14,114.31	17.86%	64,902.69	62,783.73	2,118.96
72210	Regular Inst. Support	220,292.00	84,899.47	95,575.22	43.39%	124,716.78	100,932.53	23,784.25
72220	Special Education Support	324,177.00	25,139.28	30,001.60	9.25%	294,175.40		294,175.40
72230	Career & Technical Prg Support	5,000.00		533.69	10.67%	4,466.31		4,466.31
72250	Technology Services	2,000.00				2,000.00	17,024.00	-15,024.00
72710	Transportation	10,000.00				10,000.00		10,000.00
73100	Food Service						1,000.00	-1,000.00
73300	Community Services	1,128,212.00	102,600.80	145,477.03	12.89%	982,734.97	10,987.97	971,747.00
76100	Regular Capital Outlay	373,217.00	166,596.14	176,596.89	47.32%	196,620.11	38,888.43	157,731.68
99100	Transfers Out	125,000.00				125,000.00		125,000.00
-----	Expense	5,087,614.00	1,118,340.70	1,282,736.85	25.21%	3,804,877.15	265,114.70	3,539,762.45
-----	School Federal Projects		-1,055,600.86	-1,219,997.01	13.22%	1,219,997.01	-265,114.70	1,485,111.71

Acct	Acct	2023-24 FYTD Budget	August 2023-24 Monthly Activity	2023-24 Year-To-Date	2023-24 Percent of Budget	2023-24 Variance from Bud	Encumbered Amount	Unencumbered Balance Remaining
142	School Federal Projects							
-								
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143	Central Cafeteria							
R	Revenue							
43521	Lunch Payments - Children	314,000.00	47,342.05	58,273.05	18.56%	255,726.95		255,726.95
43522	Lunch Payments - Adults	3,292.00	256.00	304.00	9.23%	2,988.00		2,988.00
43523	Income From Breakfast	70,659.00	7,315.15	8,711.80	12.33%	61,947.20		61,947.20
43525	A la Carte Sales	80,151.00	-4,985.53	-10,834.49	-13.52%	90,985.49		90,985.49
43990	Other Charges for Food Service	35,000.00	3,465.35	5,612.10	16.03%	29,387.90		29,387.90
44110	Interest Earned	20,000.00	3,532.38	6,871.62	34.36%	13,128.38		13,128.38
46520	School Food Service	20,560.00				20,560.00		20,560.00
47111	USDA School Lunch Program	1,166,632.00	114,139.60	138,098.10	11.84%	1,028,533.90		1,028,533.90
47112	USDA Commodities	155,000.00				155,000.00		155,000.00
47113	Breakfast	339,000.00	34,970.08	41,339.61	12.19%	297,660.39		297,660.39
47114	USDA - Other	300,000.00	5,493.04	5,493.04	1.83%	294,506.96		294,506.96
-----	Revenue	2,504,294.00	211,528.12	253,868.83	10.14%	2,250,425.17		2,250,425.17
E	Expense							
73100	Food Service	3,004,294.00	8,196.58	75,291.52	2.51%	2,929,002.48	1,107.82	2,927,894.66
-----	Expense	3,004,294.00	8,196.58	75,291.52	2.51%	2,929,002.48	1,107.82	2,927,894.66
-----	Central Cafeteria	-500,000.00	203,331.54	178,577.31	5.98%	-678,577.31	-1,107.82	-677,469.49
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Acct	Acct	2023-24 FYTD Budget	August 2023-24 Monthly Activity	2023-24 Year-To-Date	2023-24 Percent of Budget	2023-24 Variance from Bud	Encumbered Amount	Unencumbered Balance Remaining
145	Other Education Funds							
R	Revenue							
44990	Other Local Revenues	35,000.00	350.00	500.00	1.43%	34,500.00		34,500.00
49800	Transfers In	120,021.00				120,021.00		120,021.00
-----	Revenue	155,021.00	350.00	500.00	0.32%	154,521.00		154,521.00
E	Expense							
73300	Community Services	155,021.00	10,822.46	15,916.71	10.27%	139,104.29	1,016.16	138,088.13
-----	Expense	155,021.00	10,822.46	15,916.71	10.27%	139,104.29	1,016.16	138,088.13
-----	Other Education Funds		-10,472.46	-15,416.71	5.29%	15,416.71	-1,016.16	16,432.87
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146	Extended School Program							
R	Revenue							
43581	Community Services Fees Child	446,100.00	52,992.00	96,552.51	21.64%	349,547.49		349,547.49
-----	Revenue	446,100.00	52,992.00	96,552.51	21.64%	349,547.49		349,547.49
E	Expense							
73300	Community Services	438,337.00	28,740.32	52,540.81	11.99%	385,796.19	3,949.20	381,846.99
99100	Transfers Out	10,000.00				10,000.00		10,000.00
-----	Expense	448,337.00	28,740.32	52,540.81	11.72%	395,796.19	3,949.20	391,846.99
-----	Extended School Program	-2,237.00	24,251.68	44,011.70	16.67%	-46,248.70	-3,949.20	-42,299.50
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Acct	Acct	2023-24 FYTD Budget	August 2023-24 Monthly Activity	2023-24 Year-To-Date	2023-24 Percent of Budget	2023-24 Variance from Bud	Encumbered Amount	Unencumbered Balance Remaining
	Grand Revenue Totals	8,193,029.00	327,609.96	413,661.18	5.05%	7,779,367.82		7,779,367.82
	Grand Expense Totals	8,695,266.00	1,166,100.06	1,426,485.89	16.41%	7,268,780.11	271,187.88	6,997,592.23
	Grand Totals	502,237.00	838,490.10	1,012,824.71	201.66%	510,587.71	271,187.88	781,775.59
		Loss	Loss	Loss		Profit	Loss	Profit

Number of Accounts: 340

\*\*\*\*\* End of report \*\*\*\*\*

## Combined Fund Balance and YTD Operating Statement Summary

**August, 2023**

Description	General Fund 141	Federal Fund 142	Food Service Fund 143	Special Fund 145	ECC Fund 146
<b>Beginning Fund Balance July 1, 2023</b>	16,158,657.76	0.00	2,070,826.26	29,790.62	223,533.17
Plus YTD Revenue per books 8/31/23	6,829,395.27	62,739.84	253,868.83	500.00	96,552.51
Less YTD Expenditures per books 8/31/23	(8,195,676.50)	(1,282,736.85)	(75,291.52)	(15,916.71)	(52,540.81)
<b>Revenues Over (Under) Expenditures as of 8/31/23</b>	<b>(1,366,281.23)</b>	<b>(1,219,997.01)</b>	<b>178,577.31</b>	<b>(15,416.71)</b>	<b>44,011.70</b>
<b>Ending Fund Balance per books as of 8/31/23</b>	<b>14,792,376.53</b>	<b>(1,219,997.01)</b>	<b>2,249,403.57</b>	<b>14,373.91</b>	<b>267,544.87</b>

### Fund Balance Restricted/Committed/Assigned Status

Encumbrances and Deferred Revenue	\$ -		\$ 89,566.83		
Inventory					
Restricted for Career Ladder Program	-942.34				
Restricted for Operation of Non-Instructional Services (CCI)	16,200.00		1,659,836.74		267,544.87
Committed for Other Purposes (Vehicles- ERR Fund)	0.00				
Committed for Other Purposes (Device Replacement)	3,000,000.00				
Assigned for Instruction- Coordinated School Health	1,548.08				
Assigned for other local grants					
Assigned for Instruction - Education Foundation Grant	4,048.73				
Assigned for Instruction (APSI-ORHS)	8,524.41				
Assigned for Support Services FRC Local Funds (56)				14,373.91	
Nonspendable-Prepaid Expenditures					
<b>Assigned to Balance FY24 Budget</b>	<b>3,840,118.00</b>	<b>0.00</b>	<b>500,000.00</b>		
<b>Unassigned Fund Balance 8/31/23</b>	<b>\$ 7,922,879.65</b>	<b>-1,219,997.01</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Fund Balance 8/31/23</b>	<b>\$ 14,792,376.53</b>	<b>\$ (1,219,997.01)</b>	<b>\$ 2,249,403.57</b>	<b>\$ 14,373.91</b>	<b>\$ 267,544.87</b>